

RAUNAK CITY SECTOR II

Shop 16

338/12077

पावती

Original/Duplicate

Tuesday, December 04, 2018  
8:57 AM

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 13873 दिनांक: 04/12/2018

मावाचे नाव: नाडेचर  
वस्तुऐवजाचा अनुक्रमांक: कमान4-12077-2018  
वस्तुऐवजाचा प्रकार: कपटवना  
सादर करणाऱ्याचे नाव: पुजा पी ठाकर - -

नोंदणी फी

₹. 30000.00

₹. 2700.00

₹. 32700.00

आपणास मूळ वस्तु  
8:53 AM ह्या वेळी

Joint Registrar Kalyan

नाकार मुल्य: ₹. 57,000/-  
मोबदला: ₹. 12600000/-  
भरलेले मुद्रांक मुल्य: ₹. 25000/-

सह-दुय्यम निर्बंधक कल्याण

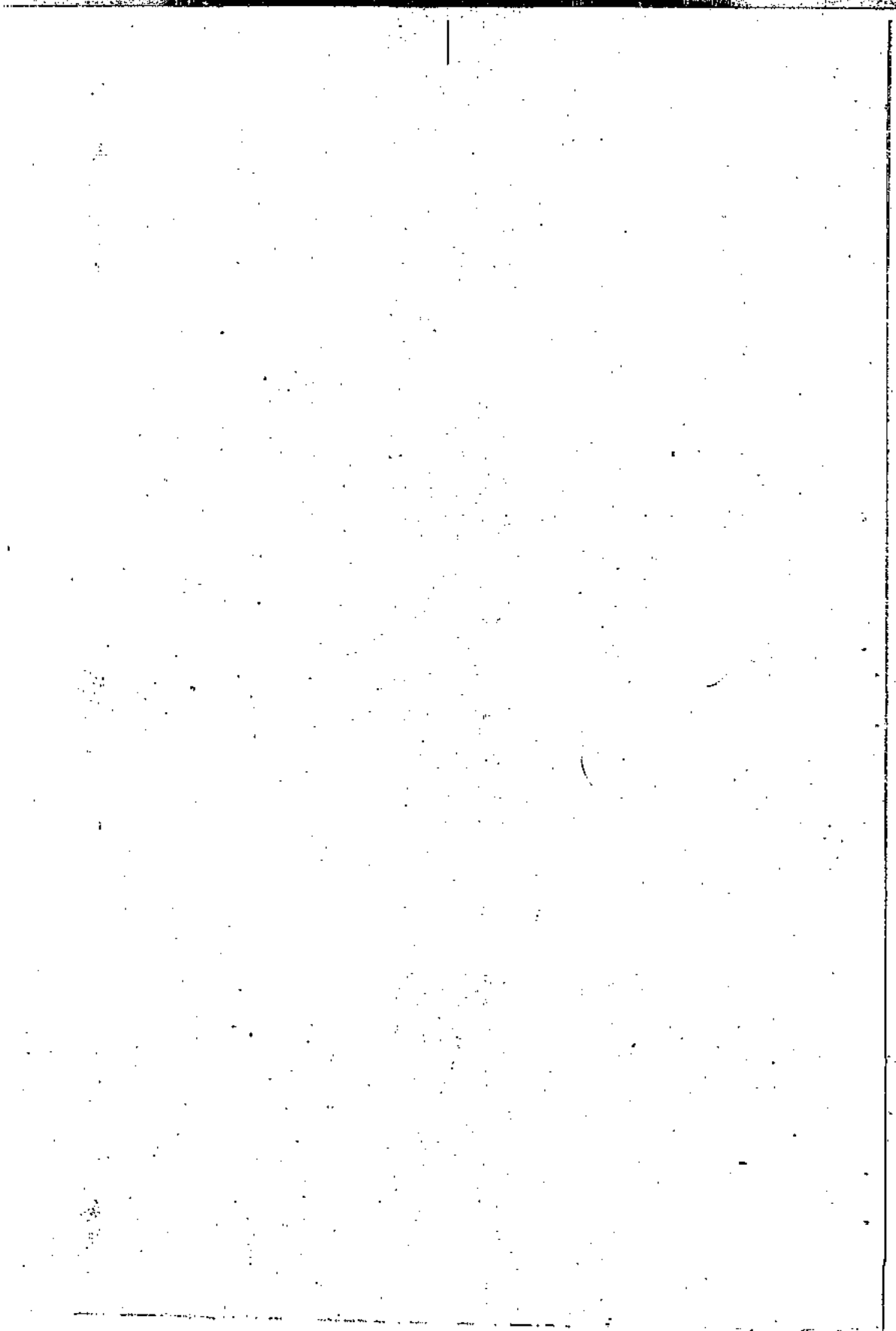
- 1) देयकाचा प्रकार: eSBTR/Single Receipt ₹. 30000/-  
सीडी/घनादेशाचे ऑर्डर क्रमांक: MH008839937201819 दिनांक: 04/12/2018  
बँकेचे नाव व पत्ता: IOBI
- 2) देयकाचा प्रकार: DHC रकम: ₹. 700/-  
सीडी/घनादेशाचे ऑर्डर क्रमांक: 0312201802069 दिनांक: 04/12/2018  
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: DHC रकम: ₹. 2000/-  
सीडी/घनादेशाचे ऑर्डर क्रमांक: 0312201801986 दिनांक: 04/12/2018  
बँकेचे नाव व पत्ता:

मूळ वस्तुऐवज परत मिळाला

P. P. THAKAR

किर्तित्त

सह-दुय्यम निर्बंधक कल्याण



Index-2( सूची -२)



04/12/2018

सूची क्र.2

दुयम निबंधक : सह दु.नि.कल्याण 4

दस्ता क्रमांक : 12077/2018

नोंदणी :

Regn:63m

गावाचे नाव : वाडेघर

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	12600000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतिसपट्ट्याकार आकारणी देतो की पट्टेदार ते नसुव कराने)	5718000
(4) भू-मापन,भोदहिस्ता व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: शॉप नं 16,दळ भजसा;बी 11 बिल्डिंग,रौनक सिटी,सेक्टर -2,वाडेघर,कल्याण,ठाणे,क्षेत्र 610ची फुट फार्पेट( ( Survey Number : 64/1/1,4,5,85/4,5; ) )
(5) क्षेत्रफळ	1) 610 चौ.फूट
(6)अकारणी किंवा जुटी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करण देणा-या/विहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुजूमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव: श्री.विनाय पी मोदी यांचे कु.मु. म्हणून श्री शरद अर वरुण दस्ता क्रमांक: 12077/2018, साळा नं: - इमारतीचे नाव: रौनक ग्रुप, दस्ता क्रमांक: 421301 पॅन नं: AGYPT8506A दस्ता क्रमांक: 421301 पॅन नं: AGYPT8483E
(8)दस्तऐवज करण देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुजूमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव: श्री.विनाय पी मोदी यांचे कु.मु. म्हणून श्री शरद अर वरुण दस्ता क्रमांक: 12077/2018, साळा नं: - इमारतीचे नाव: रौनक ग्रुप, दस्ता क्रमांक: 421301 पॅन नं: AGYPT8506A दस्ता क्रमांक: 421301 पॅन नं: AGYPT8483E
(9) दस्तऐवज करण दिव्याचा दिनांक	04/12/2018
(10)दस्त नोंदणी केल्याचा दिनांक	04/12/2018
(11)भनुक्रमांक,खंड व पृष्ठ	12077/2018
(12)बाजारभावाप्रमाणे सुत्रांक शुल्क	758100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)क्षेत्र	

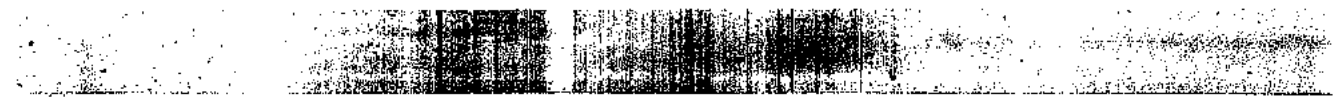
मुल्यांकनासाठी विचारात घेतलेला तपशील:-

सुत्रांक शुल्क अकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह दुयम निबंधक कल्याण ४



1994

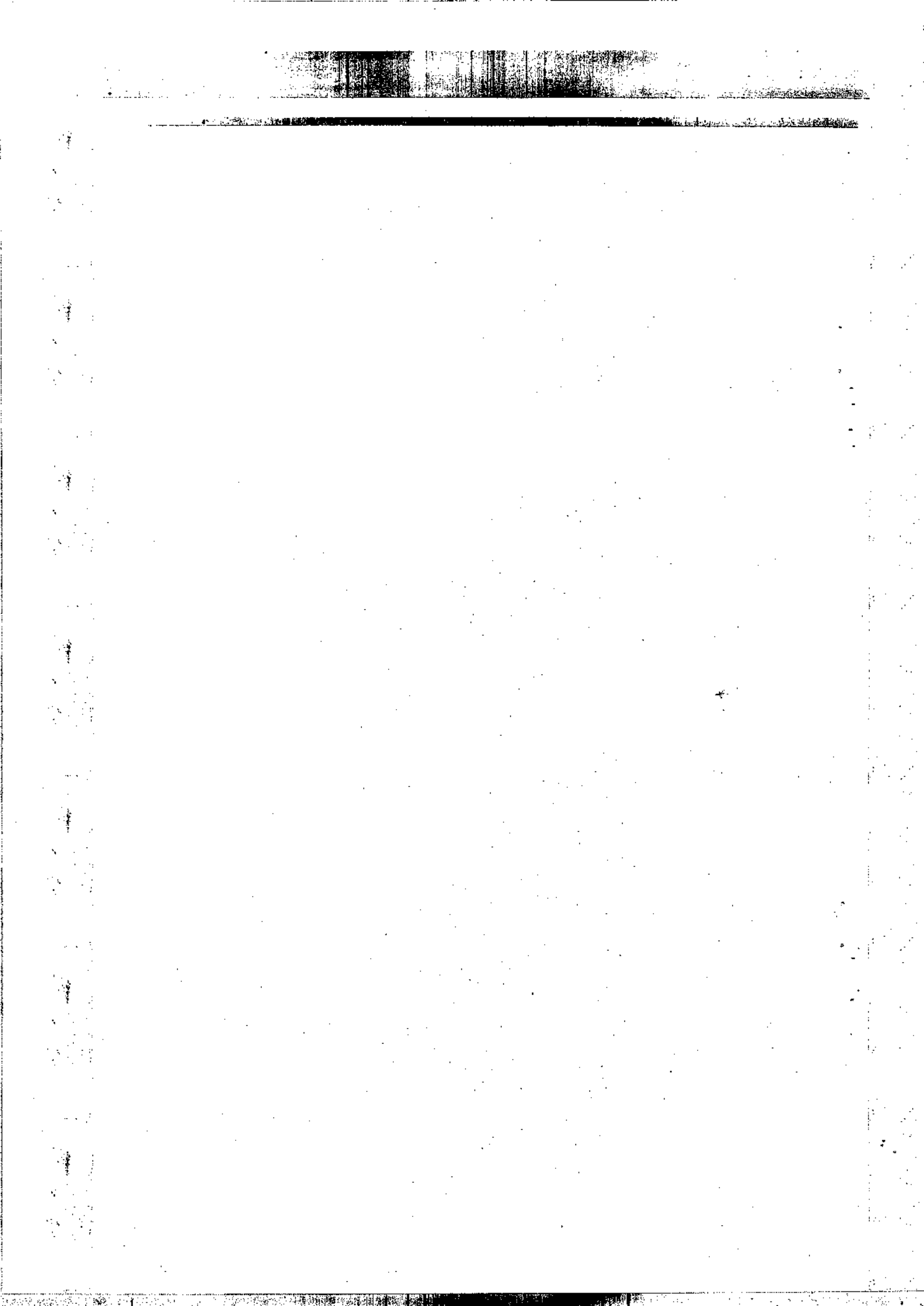


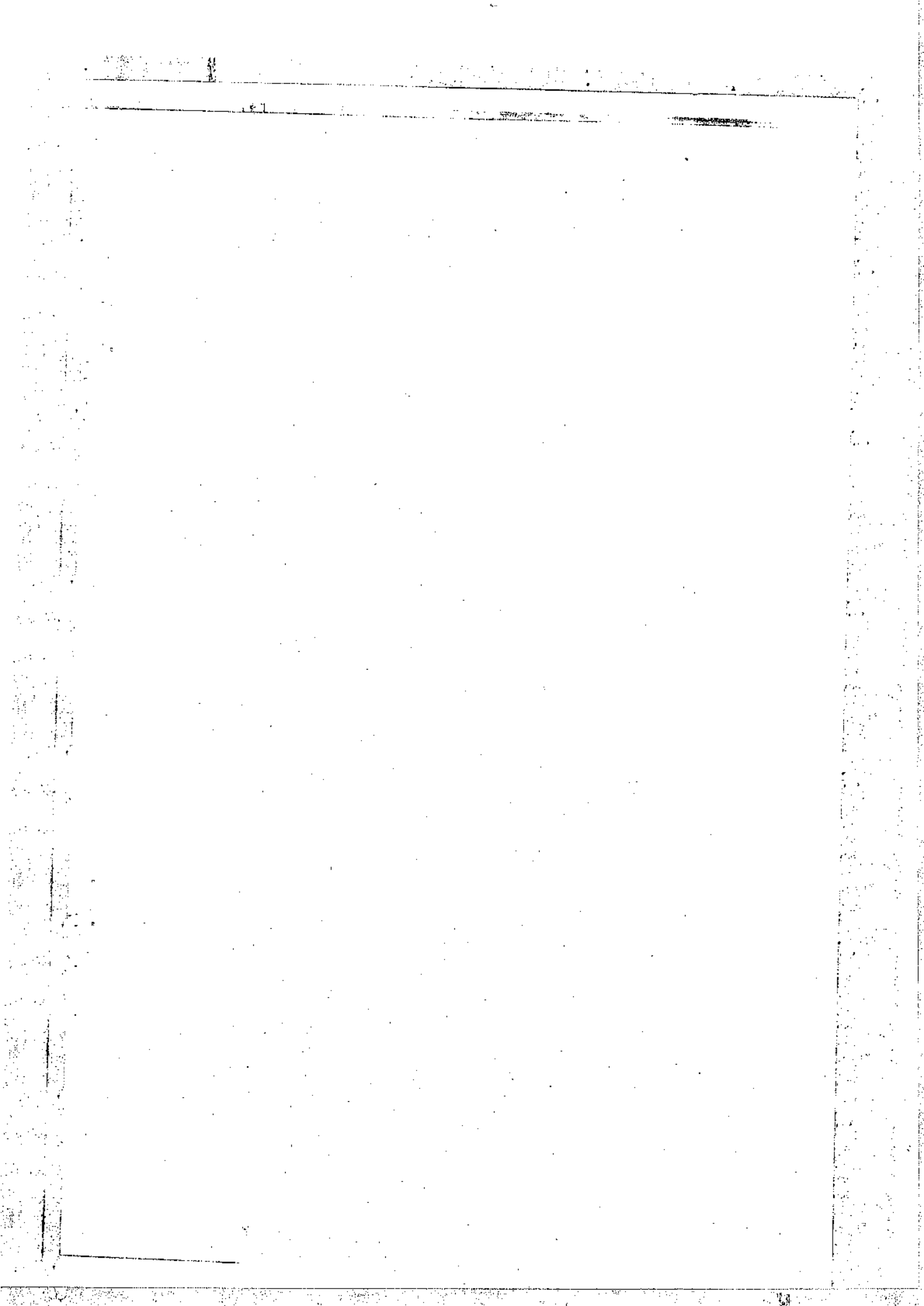
मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)						
Valuation ID	2018120483				04 December 2018, 08:40:20 AM	
मूल्यांकन वर्ष	2018					
मिस्त्र	ठाणे					
मूल्य विभाग	तहसील: कल्याण					
उप मूल्य विभाग	16/58-विभाग, 80-व थाडेर या गवारीस सर्व मिल्क ती					
क्षेत्राचे नांव	Kalyan/Dombival Municipal Corporation	सर्व्हे नंबर / न. भू. क्र.मार्क :	सर्व्हे नंबर 64.			
वार्षिक मूल्य दर संस्थापानुसार मूल्यदर रु.		कार्यालय	दुकाने	औद्योगिक	सोपमपनावे एकक	
सुली जमीन	निवासी सदनिका	61800	76400	61800	ची. मीटर	
11200	57700					
बांधीव क्षेत्राची माहिती	68.02 चौ. मीटर	मिल्कतीचा वापर -	तकमजल्यादरील दुकाने	मिल्कतीचा प्रकार -	बांधीव	
बांधकाम क्षेत्र (Built Up)-	1-अंर सी सी	मिल्कतीचे तय -	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर -	Rs.76400/-	
बांधकामाचे वर्गीकरण -	मद्री	मजरा -				
उद्देशाने सुविधा -						
रस्ता सन्मुख -	आहे	कॉन्स्ट्रिक्ट टुलान -				
		नाही				
Sale Type - First Sale						
Sale/Resale of built up Property constructed after circular dt.02/01/2018						
घसा-पानुसार मिल्कतीचा प्रति चौ. मीटर मूल्यदर		=(वार्षिक मूल्यदर * घसा-पानुसार टक्केवारी)				
		=(76400 * (100 / 100))				
		= Rs.76400/-				
A) मुख्य मिल्कतीचे मूल्य		- करील प्रमाणे मूल्य दर * मिल्कतीचे क्षेत्र			क ल न - 8	
		- 76400 * 68.02			दस्त क्र. 920000/92	
		- Rs.5196728/-			9/234	
एकत्रित अंतिम मूल्य		- मुख्य मिल्कतीचे मूल्य + बांधकामाचे मूल्य + मेसोपॉज करतक क्षेत्र मूल्य + बांधकाम ग्राहकी मूल्य + करीव घडणीचे मूल्य + भविष्य वाहन घडणीचे मूल्य + खर्च पॉसिबिलिटीस कॅनसलरचे मूल्य + इतराची भविष्य मूल्य फॉरचे मूल्य + भविष्य घडणी				
		= A+B+C+D+E+F+G+H+I				
		= 5196728 + 0 + 0 + 0 + 0 + 0 + 0 + 0				
		= Rs.5196728/-				

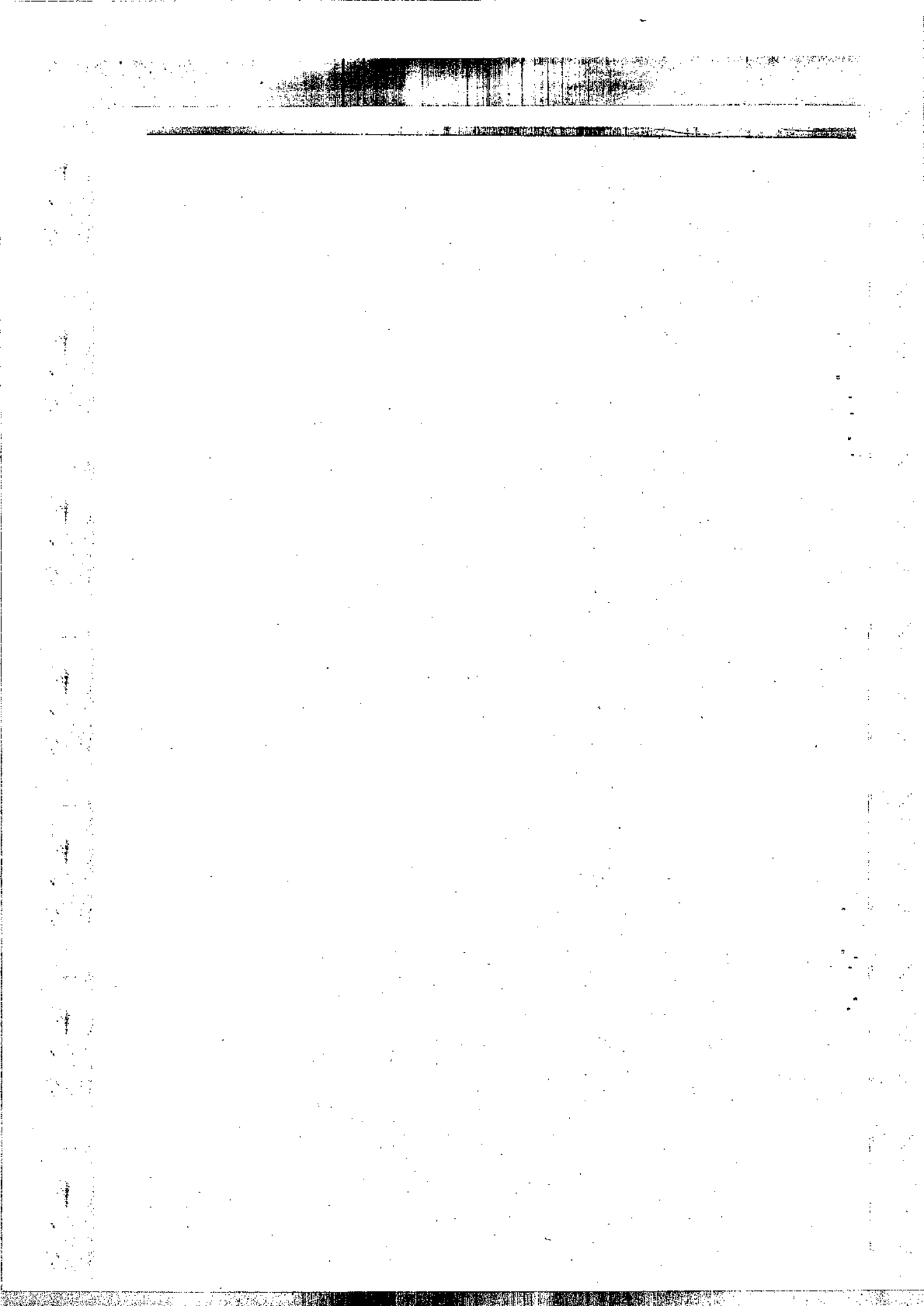
Home Print



+107.89 Project

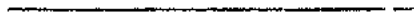












**Data of Bank Receipt for GRN MH008839937201819R  
Bank - IDBI BANK**

Bank/Branch :  
 Pmt Txn Id : 192280743  
 Pmt Dt/Time : 30/11/2018 13:10:52  
 ChallanIdNo : 69103332018113050881  
 District : 1201 / THANE  
 Office Name : IGR127 / KLN4\_KALYAN 4 JOINT SUB REGISTRAR

Simple Receipt  
 Print Dt/Time :  
 GRAS GRN : MH008839937201819R  
 GRN Date : 30/11/2018 13:18:52

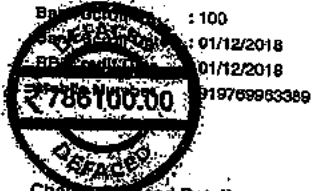
StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)  
 StDuty Amt : Rs 7,56,100.00/- (Rs Seven Lakh Fifty Six Thousand One Hundred Rupees Only)

RgnFee Schm : 0030083301-70 / Registration Fee  
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

**Only for verification not to be printed and used**

Article : B25  
 Prop Mvblty : Immovable  
 Prop Descr : SHOP NO 16GROUND FLOORB11RAUNAK CITY, KALYANTHANE  
 Maharashtra  
 : 421301  
 Consideration : 1,25,00,000.00/-  
 Duty Payer : DLN-- POOJA P THAKKAR  
 Other Party : PAN-AAJFR3989E RAUNAK CORPORATION

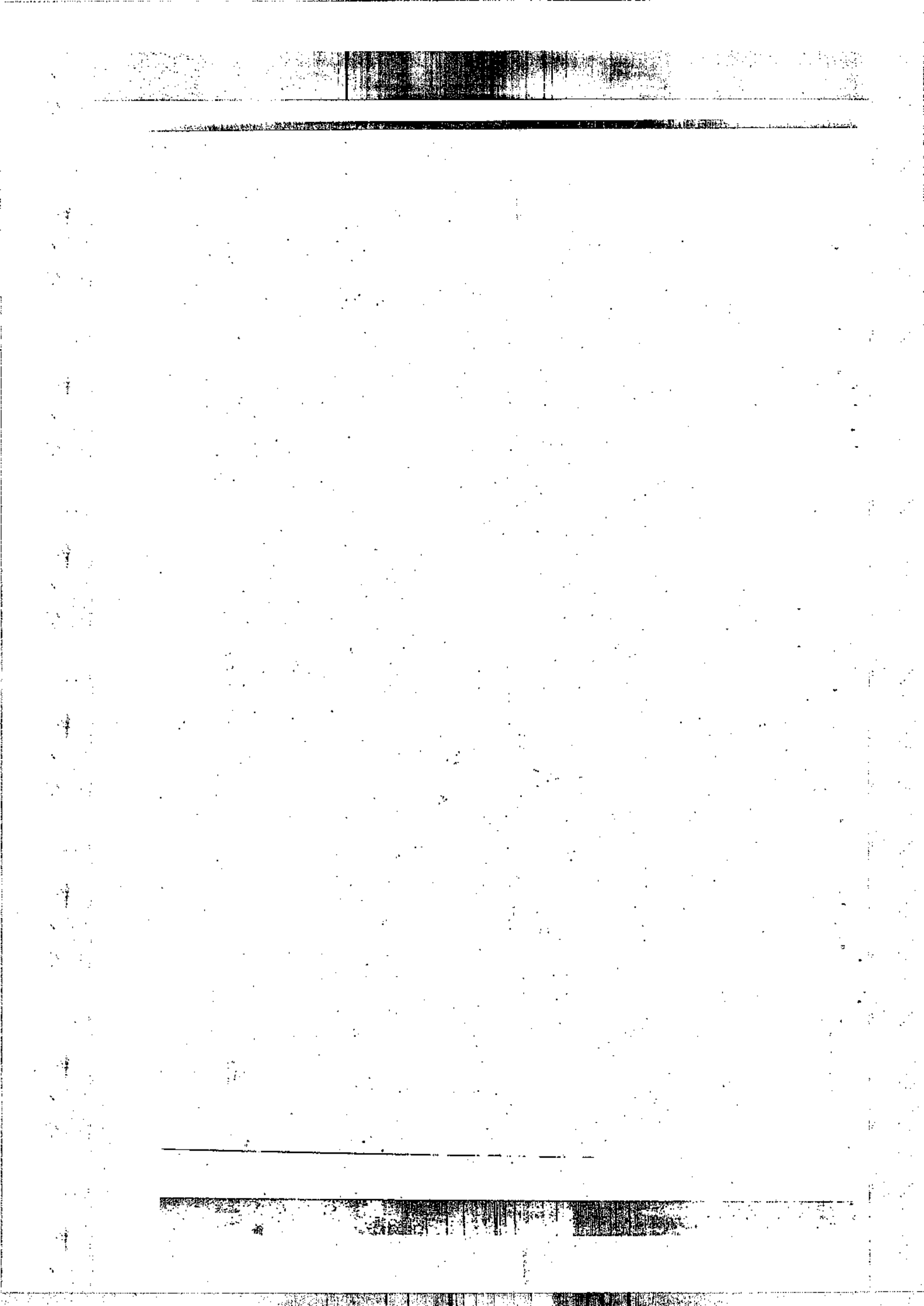
कलन - ४
वस्त क्र १२०००/१८
२/१३५



**Challan placed Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-335-12077	0004509040201819	04/12/2018-08:48:37	IGR127	30000.00
2	(IS)-385-12077	0004909040201819	04/12/2018-08:48:37	IGR127	756100.00
Total Defacement Amount:					7,86,100.00





Hot Payment Successful. Your Payment Confirmation Number is 192280743

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH008839937201819R	BARCODE	Form ID : Date: 30-11-2018
Department	IGR	Payee Details	कलच - 8
Receipt Type	RM	Dept. ID (if Any)	दस्तावेज 92018/16
Office Name	IGR127-KLN4 KALYAN 4 JOINT SUB REGISTRAR Location	PAN No. (if Applicable)	31934
Year	Period: From : 28/11/2018 To : 31/03/2019	Full Name	POOJA P THAKKAR
Object	Amount in Rs.	Flat/Block No. Premises/ Bldg	SHOP NO 16 GROUND FLOOR
0030046401-75	756100.00	Road/Street, Area /Locality	B11 RAUNAK CITY
0030063301-70	30000.00	Town/ City/ District	KALYAN THANE Maharashtra
	0.00	PIN	4 2 1 3 0 1
	0.00	Remarks (if Any) :	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	786100.00	Amount in words	Rupees Seven Lakhs Eighty Six Thousand One Hundred Only
Payment Details: IDBI NetBanking	Payment ID : 192280743	FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332018113050681	
Cheque- DD No.		Date	30-11-2018
Name of Bank	IDBI BANK	Bank-Branch	THANE - JAMBHALI 495NAKA
Name of Branch		Scroll No.	



P. P. Thakkar

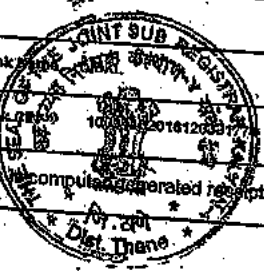
<https://corp.idbibank.co.in/corp/BANKAWAYTRAN>;sessionid=0000ila2oZ7trZaxX8U... 30-11-2018

Chhayalethakkar

कलन - ४  
 दस्त क्र. १००० १९८  
 ४१९३५

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0312201801886	Date 03/12/2018
Received from RAUNAK CORPORATION, Mobile number 9769963389, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.	
Payment Details	
Bank Name IBKL	Date 03/12/2018
Bank CN 10004152018120301713	REF No. 192846191
This is computer generated receipt, hence no signature is required.	

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0312201802089	Date 03/12/2018
Received from RAUNAK CORPORATION, Mobile number 9769963389, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.	
Payment Details	
Bank Name IBKL	Date 03/12/2018
Bank CN 10004152018120301713	REF No. 192847511
This is computer generated receipt, hence no signature is required.	



कलन - ४  
दस्ता क्र. १२००६/१८  
५/०३५

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Kalyan this 4<sup>th</sup> day of December, 2018 BETWEEN M/S. RAUNAK CORPORATION, a partnership firm registered under the provisions of the Indian Partnership Act, having its administrative office at Unnathi Garden, Opp. Ma Niketan, Pokharan Road No.2, Majiwade, Thane (West) 400 610, PAN NO AAJFR3989E hereinafter referred to as "the BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all partner/s of the said firm, M/s...Raunak Corporation, survivor

P. P. Thakkar

*Chhayale Thakkar*



*P. P. Thakkar*

दस्ता क्र. १२००० १९८  
२१३३५





कलन - ४
दस्तावेज क्र. २०००/१८
७/१३५

or survivors of them and the respective heirs, executors and administrators of such last survivor) of the One Part

AND

Mrs. Pooja P. Thakkar PANAGYPT8506A and Mrs. Chhaya K. Thakkar PAN AGYPT8483E having his/her/its/their address at 701/ K4, Gokul Nagar, Nr. Mahavir Nagari, Wagle Nagar, Khadakpada, Kalyan (W)- 421301 hereinafter referred to as the 'PURCHASERS' (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the OTHER PART;

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular where ever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender where ever applicable.

WHEREAS :

- 1) Shri Narayan Gattu Ghode, Smt. Paravatibai Balu Ghode alias Paravatibai Datta Wagh, Sau. Draupadabai Rama alias Ramdas Mhatre, Shri Namdeo Krishna Ghode, Shri Tukaram Krishna Ghode, Smt. Sonubai Motiram Ghode, Shri Chintaman Motiram Ghode, Smt. Vandana Sharad Tare alias Vandana Motiram Ghode, Shri Bandu Krushna Ghode, Smt. Janubai alias Janabai Dinkar Bhandari, Smt. Taibai Sakaharam Ghode, Shri Gadiya Sakaharam Ghode, Smt. Shevanta Sham Madhavi, Miss Jayavantabai Sakharam Ghode, Smt. Saras Chintaman Patil (nee Miss Saras Sakharam Ghode), Smt. Aika Deu Mhatre alias Miss Aika Sakaharam Ghode, Miss Malka Sakaharam Ghode, Smt. Champabai Ashok Dalvi alisa Bhoir, Smt. Manubai Motiram Chaudhari, Smt. Shimagubai Lahu Patil, Smt. Yamunabai Gangaram Chaudhari & others (hereinafter referred to as "the First Owners") were the owners of all that piece and parcel of land bearing Survey No.51 Hissa No.1 admeasuring 10500 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said first plot" and more particularly described at Sr. No.1 in the Schedule hereunder written;
- 2) By and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3372/1996, Shri Narayan Gattu Ghode & 15 others with the consent and knowledge of Smt. Raghubai Krishna Ghode & 8 others granted the development rights for and in respect of the said first plot to Kabra

*P.P.*

P. P. Thakkar

*Chhaya K. Thakkar*



क ल न - ४
दस्त क्र. १२०७७/१८
C/१३५

Properties And Securities Private Limited (hereinafter referred to as "the Second Owners") and in pursuance thereof necessary Supplementary Agreement dated 03/04/2002 executed between the said Narayan Gattu Ghode & 29 others and Shri Namdeo Krishna Ghode & 45 others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1782/2002. The Development Agreement dated 31/10/1996 r/w. Supplementary Agreement dated 03/04/2002 are hereinafter collectively referred to as "the said First Agreement". After execution of the said Supplementary Agreement Shri Sakharam Krishna Ghode died intestate on 09/01/2003 leaving behind him his widow Smt. Taibai, one son Gadlaya and six daughters Smt. Shevarta Sham Madhavi, Miss Jayavantabai, Smt. Saras Chintaman Patil (nee Miss Saras Sakharam Ghode), Miss Alka, Miss Malka & Smt. Champabai Ashok Dalvi alias Bhoir as his only legal heirs.

- 3) Shri Vishwanath Chandrakant alias Chander Madhavi, Smt. Usha Chandrakant alias Chander Madhavi, Smt. Gopibai (wrongly written as Gopinath) Dinkar Bhoir, Miss Shilpa Dinkar Bhoir, Smt. Gulabbai Deshmukh Bhoir, Miss Manisha Deshmukh Bhoir, Shri Satish Deshmukh Bhoir, Miss Nayana Deshmukh Bhoir, Shri Chetan Deshmukh Bhoir, Smt. Alka Pandurang Bhoir, Smt. Sapana Santosh Patil (nee Sapana Pandurang Bhoir), Shri Sachin Pandurang Bhoir, Shri Samir Pandurang Bhoir & others (hereinafter referred to as "the Third Owners") are the owners of all that piece and parcel of land bearing Survey No.53 Hissa No.4 admeasuring 2330 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said second plot" and more particularly described at Sr. No.2 in the Schedule hereunder written;
- 4) By and under Development Agreement dated 04/12/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3717/1996, Shri Dinkar Kalu Bhoir and 5 others granted development rights in respect of the said Second plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 22/08/2002 executed between the Second Owners and the said Gopibai Dinkar Bhoir & 12 others which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4263/2002. The Development Agreement dated 04/12/1996 r/w. Supplementary Agreement dated 22/08/2002 are hereinafter collectively referred to as "the said Second Agreement". Prior to the execution of the Supplementary Agreement, Smt. Janabai Kalu Bhoir died intestate on 02/07/1999 leaving behind her three sons Dinkar, Deshmukh and Pandurang and grandson Vishwanath Chandrakant alias Chander Madhavi & granddaughter Miss Usha Chandrakant Madhavi (heirs of pre-deceased daughter Smt. Antubai Chandrakant Madhavi) as her only legal heirs and after execution of the Supplementary Agreement, the said Dinkar died intestate on 12/01/2003 leaving behind him his widow Smt. Gopibai and one daughter Miss Shilpa, the said Deshmukh died intestate on 06/11/2003 leaving behind him his widow Gulabbai and two sons Shri Satish & Chetan and two daughters



P. P. Thakkar

*Alkayak Thakkar*

क ल न - ४
दस्ता क्र. १२०८८०/१८
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Miss Manisha and Miss Nayana and the said Pandurang also died intestate on 11/07/2004 leaving behind him his widow Smt. Alka, two sons Shri Sachin & Samir and one daughter Miss Sapana as his only legal heirs;

- 5) Smt. Motibai Pandit Kapse and others (hereinafter referred to as "the said Motibai & others") were the owners of all those pieces and parcels of land bearing Survey No.50 Hissa No.3/2 admeasuring 9990 sq. mtrs. & bearing Survey No.51 Hissa No.7 admeasuring 15700 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.3 & 4 in the Schedule hereunder written, hereinafter collectively referred to as "the said third plot";
- 6) By and under Development Agreement dated 04/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.5389/1996, the said Motibai & others granted the development rights in respect of the said third plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 03/04/2002 executed between the said Motibai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1750/2002. The Development Agreement dated 04/10/1996 r/w. Supplementary Agreement dated 03/04/2002 are hereinafter collectively referred to as "the said Third Agreement";
- 7) Shri Tulshiram Gangaram Bhoir and others (hereinafter referred to as "the said Tulshiram & others") were the owners of all that piece and parcel of land bearing Survey No.50 Hissa No.3/3 admeasuring 2800 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.5 in the Schedule hereunder written, hereinafter referred to as "the said fourth plot";
- 8) By and under Development Agreement dated 11/04/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1864/2002 (hereinafter referred to as "the Fourth Agreement") the said Tulshiram & others granted the development rights in respect of the said fourth plot to the Second Owners at or for the consideration and upon the terms and conditions therein contained.
- 9) Smt. Barkubai Gajanan Mhatre and others (hereinafter referred to as "the said Barkubai & others") were the owners of all that piece and parcel of land bearing Survey No.53 Hissa No.1 admeasuring 13710 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.6 in the Schedule hereunder written, hereinafter referred to as "the said fifth plot";
- 10) By and under Development Agreement dated 15/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3175/1996, the said Barkubai & others granted the development rights in respect of the said fifth plot to the Second Owners and in pursuance

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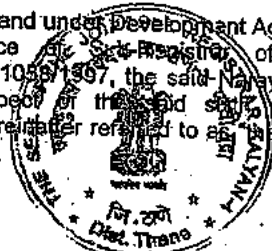
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thereof necessary Supplementary Agreement dated 06/05/2002 executed between the said Barkubai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2276/2002. The Development Agreement dated 15/10/1996 r/w. Supplementary Agreement dated 06/05/2002 are hereinafter collectively referred to as "the said Fifth Agreement";

- 11) in pursuance to the First to Fifth Agreements, the respective owners of the said first to fifth plot have granted Powers of Attorneys (hereinafter collectively referred to as the said first POA's) in favor of the Second Owners authorizing them to do all the acts, deeds and matters for effectual development of the above said first to fifth plots.
- 12) the said first plot, second plot, third plot, fourth plot and fifth plot are more particularly shown on the plan thereof hereto annexed and marked as Annexure "A" by red colour boundary lines and hereinafter collectively referred to as "the said first property".
- 13) By and under Development Agreement dated 26/07/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3813/2002 (hereinafter referred to as "the said Sixth Agreement"), the Second Owners granted and assigned the development rights in respect of the said first property to the Tia Constructor Company Private Limited, a Company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at Tanna House, 2<sup>nd</sup> floor, 111A, Nathalal Parekh Marg, Mumbai 400 039 (hereinafter referred to as "the said TIA") at or for the consideration and upon the terms and condition contained therein.
- 14) in pursuance to the said Sixth Agreement, the Second Owners granted a Power of Attorney dated 03/07/2003 (hereinafter referred to as "the said first SPOA") in favour of the persons nominated by the said TIA to do all acts, deeds, matters & things in respect of the said first property. The said first SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.50/2003.
- 15) Shri Narayan Balu Bhoir and others (hereinafter referred to as "the said Narayan & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.5 admeasuring 11,840 sq. mtrs. & Survey No.65 Hissa No.2 admeasuring 200 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.7 & 8 in the Schedule hereunder written, hereinafter referred to as "the said sixth plot";
- 16) By and under Development Agreement dated 13/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1059/1997, the said Narayan & others granted development rights in respect of the said sixth plot to Rijuta Properties Private Limited (hereinafter referred to as "the said Fourth Owners") and in pursuance thereof

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necessary Supplementary Agreement dated 22/04/2002 was executed between the said Narayan & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2025/2002. The Development Agreement dated 18/10/1996 r/w. Supplementary Agreement dated 22/04/2002 are hereinafter collectively referred to as "the said Seventh Agreement";

- 17) Shri Sudam Dagdu Bhoir and others (hereinafter referred to as "the said Sudam & others") were the owners of all those pieces and parcels of land bearing Survey No.65 Hissa No.7/1 admeasuring 6080 sq. mtrs. & Survey No.66 Hissa No.(P) renumbered as 2 admeasuring 9100 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.9 & 10 in the Schedule hereunder written, hereinafter referred to as "the said seventh plot";
- 18) By and under Development Agreement dated 28/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1059/1997, the said Sudam & others granted the development rights in respect of the said seventh plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 10/05/2002 was executed between the said Sudam & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2393/2002. The Development Agreement dated 28/10/1996 r/w. Supplementary Agreement dated 10/05/2002 are hereinafter collectively referred to as "the said Eighth Agreement";
- 19) The Third Owners were the owners of all that piece and parcel of land bearing Survey No.64 Hissa No.1/1 admeasuring 8600 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said eighth plot" and more particularly described at Sr. Nos.11 in the Schedule hereunder written;
- 20) By and under Development Agreement dated 14/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3515/1996, Shri Dinkar Kalu Bhoir and 5 others granted the development rights in respect of the said Eighth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 08/05/2002 was executed between the said Gopibai Dinkar Bhoir & 12 others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2329/2002. The Development Agreement dated 14/11/1996 r/w. Supplementary Agreement dated 08/05/2002 are hereinafter collectively referred to as "the said Ninth Agreement";
- 21) Shri Dharma Kanha Niljekar and others (hereinafter referred to as "the said Dharma & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.4 admeasuring 6980 sq. mtrs., Survey No.64 Hissa No.6 admeasuring 4520 sq. mtrs., Survey No.65 Hissa No.1 admeasuring 100 sq. mtrs. & Survey No.65 Hissa No.4

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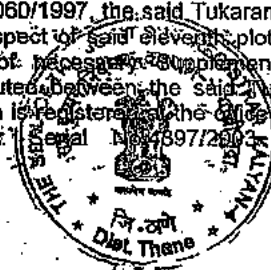
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admeasuring 400 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.12 to 15 in the Schedule hereunder written, hereinafter referred to as "the said ninth plot";

- 22) By and under Development Agreement dated 30/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3546/1996, the said Dharma & others granted development rights in respect of the said ninth plot to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 30/10/1996 is hereinafter referred to as "the said Tenth Agreement";
- 23) Shri Akash Vithal Dalvi and others (hereinafter referred to as "the said Akash & others") were the owners of all that piece and parcel of land bearing Survey No.65 Hissa No.9 admeasuring 5390 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.16 in the Schedule hereunder written, hereinafter referred to as "the said tenth plot";
- 24) By and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3361/1996, the said Akash & others granted the development rights in respect of the said tenth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 05/07/2002 was executed between the said Akash & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3331/2002. The Development Agreement dated 31/10/1996 r/w. Supplementary Agreement dated 05/07/2002 are hereinafter collectively referred to as "the said Eleventh Agreement";
- 25) Shri Tukaram Nago Dagarkar and others (hereinafter referred to as "the said Tukaram & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.1/2/1 admeasuring 9140 sq. mtrs., Survey No.64 Hissa No.7 admeasuring 1210 sq. mtrs. & Survey No.65 Hissa No.5 admeasuring 910 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.17 to 19 in the Schedule hereunder written, hereinafter referred to as "the said eleventh plot";
- 26) By and under Development Agreement dated 04/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1060/1997, the said Tukaram & others granted the development rights in respect of said eleventh plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 25/07/2003 was executed between the said Tukaram & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.397/2003. The Development Agreement dated

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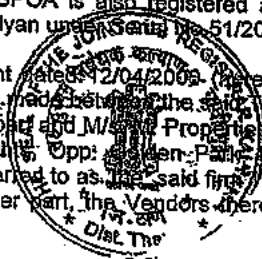
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04/11/1996 r/w. Supplementary Agreement dated 25/07/2003 are hereinafter collectively referred to as "the said Twelfth Agreement";

- 27) Shri Bala Babu Patil and others (hereinafter referred to as "the Fifth Owners") were the owners of all that piece and parcel of land bearing Survey No.66 Hissa No.P admeasuring 4300 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. No.20 in the Schedule hereunder written, hereinafter referred to as "the said twelfth plot";
- 28) By and under Development Agreement dated 29/08/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4461/2002, the Fifth Owners granted the development rights in respect of the said twelfth plot to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 29/08/2002 is hereinafter referred to as "the said Thirteenth Agreement";
- 29) In pursuance to the Sixth to Thirteenth Agreements, the respective owners of the said sixth to twelfth plots have granted Powers of Attorneys (hereinafter collectively referred to as the said second POA's") in favor of the Fourth Owners authorizing them to do all the acts, deeds and matters for effectual development of the above said sixth to twelfth plot.
- 30) The said sixth, seventh, eighth, ninth, tenth, eleventh & twelfth plot are more particularly shown on the plan thereof hereto annexed and marked as Annexure "A" by yellow colour boundary lines and hereinafter collectively referred to as "the said second property".
- 31) The Fourth Owners, by and under Development Agreement dated 26/07/2002, registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3812/2002 (hereinafter referred to as "the said Fourteenth Agreement"), granted and assigned the development rights in respect of the said second property to the said TIA at or for the consideration and upon the terms and condition contained therein.
- 32) In pursuance to the said Fourteenth Agreement, the Fourth Owners granted the Power of Attorney dated 03/07/2003 (hereinafter referred to as "the said second SPOA") in favour of the persons nominated by the said TIA to do all acts, deeds, matters & things in respect of the said second property. The said second SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No. 51/2003.
- 33) By a Development Agreement dated 12/04/2003 (hereinafter referred to as "the Fifteenth Agreement"), made between the said TIA therein referred to as the Vendors of the one part and M/s. P. P. Properties, partnership firm, having office at Mohan Heights Opp: Golden Park, Murbad, Bhiwandi Road, Kalyan (hereinafter referred to as "the said firm") therein referred to as the Developers of the other part, the Vendors therein had agreed to



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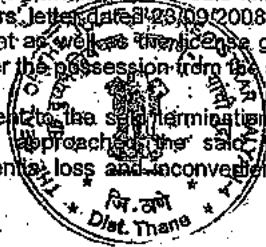
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grant to the Developers therein and the Developers therein had agreed to accept from the Vendors therein development rights in respect of part of Phase I more particularly described in the Thirteenth Schedule thereunder written with right to consume FSI not exceeding 2,60,000 sq.ft. on the portion of Phase I being part of the said First & Second property at and for consideration and upon the terms and conditions therein contained. The said Fifteenth Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.2235/2006;

- 34) Pursuant to the said Fifteenth Agreement, the said TIA had granted Power of Attorney dated 01/08/2006 in favour of the said Firm (hereinafter referred to as 'the said Third POA'), to do all acts, deeds, matters & things in respect of the property described in the Thirteenth Schedule thereunder written. The said Third POA dated 01/08/2006 is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.150/2006;
- 35) The said firm through their Architects submitted the building plans in respect of the property described in the Thirteenth Schedule of the Fifteenth Agreement along with other properties to the Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the Corporation") for approval and the same have been sanctioned by the Corporation vide V.P. No.236-109 dated 13/07/2006. A copy whereof is annexed hereto and marked as Annexure 'B';
- 36) The said firm also obtained Non-Agricultural Permission dated 16/12/2006 from the Collector, Thane in respect of the property described in the Annexure "A" annexed thereto subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure 'C';
- 37) The said firm also obtained (i) Commencement Certificate dated 30/03/2007 from the Corporation, (ii) Order bearing Consent No.BO/RO(P&P)/680 dated 26/10/2006 from the Maharashtra Pollution Control Board & (iii) Environmental Clearance for construction from Government of India, Ministry of Environment and Forests (I.A.Division). The copies of the same are annexed hereto and marked as Annexure 'D' 'E' & 'F' respectively;
- 38) Despite obtaining Commencement Certificate, the said firm could not commence the construction of work in accordance with the plans sanctioned by the Corporation and therefore, on account of various breaches committed by the said firm, the said TIA through their Advocate & Solicitors, letter dated 23/09/2008 inter-alia terminated the said Fifteenth Agreement as well as the license granted to the said firm and have also taken over the possession from the said firm;
- 39) Subsequent to the said termination of the said Fifteenth Agreement, the said firm approached the said TIA and regretted their default and consequential loss and inconvenience caused to the said TIA. The firm



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also represented that abandonment and subsequent termination was not willful but on account of circumstance beyond the control as there were certain differences and dispute amongst some of the partners which were referred to Arbitration. They further informed the said differences and disputes between the partners of the said firm were settled and award came to be passed on 10/04/2008. In the said Award all the partners of the said firm accepted the termination of the said Fifteenth Agreement and it was further provided that the parties to follow up with the said TIA and try for reimbursement of expenses incurred by the said firm;

40) The Second Owners, meanwhile obtained the following Conveyances viz.

(i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.665/2010 from the said Motibai & others in respect of the said third plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.664/2010 from the said Tulsi Ram & others in respect of the said fourth plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.666/2010 on 18/01/2010 from the said Barkubai & others in respect of the said fifth plot at or for the consideration and upon the terms and conditions therein mentioned;

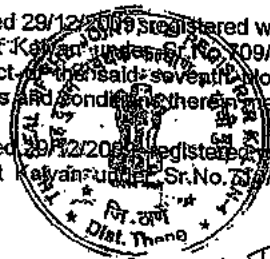
(iv) the effect of the said three Conveyances dated 29/12/2009 has been given and accordingly the name of the Second Owners has been mutated in the 7/12 extract in respect of the said third, fourth and fifth plots as Owners thereof.

41) the Fourth Owners, meanwhile also obtained the following Conveyances viz.

(i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.663/2010 from the said Narayan & others in respect of the said sixth plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.669/2010 from the said Sudam & others in respect of the said seventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.667/2010 from the



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said Tukaram & others in respect of the said eleventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(iv) Deed of Conveyance dated 29/12/2008, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.667/2010 from the said Akash & others in respect of the said tenth plot at or for the consideration and upon the terms and conditions therein mentioned;

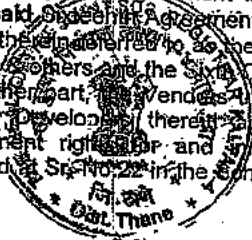
(v) the effect of the said four Conveyances all dated 29/12/2009 has been given and accordingly the name of the Fourth Owners has been mutated in the 7/12 extract in respect of sixth, seventh, eleventh and tenth plots as Owners thereof.

42) by an Agreement of Cancellation dated 08/04/2010 executed by and between the said firm and the said TIA, the parties thereto cancelled the said Fifteenth Agreement upon the terms and conditions therein contained. The said Agreement of Cancellation dated 08/04/2010 is registered with the Sub-Registrar of Assurances at Kalyan under Sr.No.3525/2010;

43) the said TIA have through their architects submitted revised / amended plans of nine buildings to the Corporation for approval and the same have been sanctioned by the Corporation on 18/10/2010 and further out of the said nine buildings, the Commencement Certificate dated 18/10/2010 in respect of four buildings has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure 'G'.

44) Smt. Manubai Kundalik Jadhav and others (hereinafter referred to as "the said Manubai & others") were the owners of the property bearing Survey No.51 Hissa No.5(P) admeasuring 3500 sq. mtrs. situate, lying and being at village Wadeghar Taluka Kalyan, District Thane and Shri Tulshiram Shankar Jadhav and others (hereinafter referred to as "the Sixth Owners") are the owners of the property bearing Survey No.51 Hissa No.6 admeasuring 9500 sq. mtrs. situate, lying and being at village Wadeghar Taluka Kalyan, District Thane and more particularly described at Sr. Nos.21 & 22 respectively and more particularly shown on the plan thereof hereto annexed and marked as Annexure 'A' by blue colour lines (hereinafter referred to as "the said thirteenth plot" and "the said fourteenth plot" respectively);

45) By a Development Agreement dated 28/11/1996 (hereinafter referred to as "the said Development Agreement") executed by and between the Second Owners therein referred to as the Developers of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Vendors of the other part, the Vendors therein granted to the Developers therein and the Developers therein required from the Vendors therein the development rights for and in respect of the plot more particularly described at Sr.No.22 in the Schedule hereunder written along with other



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properties at or for the consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.3608/1996;

- 46) pursuant to the said Sixteenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as 'the said Fourth POA') in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the development of the plot more particularly described at Sr. No.22 in the Schedule hereunder written along with other properties as contained therein. The said Fourth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.62/1996;
- 47) Subsequent to the execution of the said Sixteenth Agreement, the parties thereto were mutually agreed to cancel the said Sixteenth Agreement by entering into Deed of Cancellation and further decided not to act upon the said Sixteenth Agreement;
- 48) Before execution of the said Deed of Cancellation of the said Sixteenth Agreement in respect of the plot described at Sr. No.22 in the Schedule hereunder written along with other properties, the Second Owners by and under the said Sixth Agreement granted and assigned the development rights in respect of the property more particularly described in the Schedules thereunder written to the said TIA upon the terms and condition contained therein. In the said Sixth Agreement, the Second Owners in clause no.3 on page no.14 had agreed to assign the development rights in respect of the said Thirteenth plot and the said Fourteenth plot to the said TIA as and when acquired from the said Manubai and others and the Sixth Owners;
- 49) By a Deed of Cancellation dated 26/10/2006 (hereinafter referred to as 'the said Deed') made between the said Manubai & others and the Sixth Owners therein referred to as the party of the first part and the Second Owners therein referred to as the Party of the second part, the parties thereto cancelled the said Sixteenth Agreement in respect of the plot more particularly described at Sr. No.22 in the Schedule hereunder written along with other properties with a condition that in lieu of the said Deed, the said Manubai & others and the Sixth Owners shall grant and assign the development rights of the said Thirteenth plot and the said Fourteenth plot in favour of the Second Owners, by adjusting the amount of consideration received by them from the Second Owners and upon the terms and conditions therein contained. The said Deed is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.6441/2006;
- 50) by a Development Agreement dated 26/10/2006 (hereinafter referred to as 'the said Seventeenth Agreement') executed by and between the Second Owners therein referred to as the Developers of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Owners of the other part, the Owners therein referred to as the Developers therein

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and the Developers therein acquired from the Owners therein the development rights for and in respect of the said thirteenth plot & the said fourteenth plot at or for the consideration and upon the terms and conditions therein contained. The said Seventeenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.6442/2006;

- 51) Pursuant to the said Seventeenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as 'the said Fifth POA') in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the said thirteenth plot and the fourteen plot respectively. The said Fifth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No.568/2006;
- 52) By a Deed of Confirmation dated 22/05/2007, registered with the Office of Sub- Registrar of Assurances at Kalyan under Serial No.4102/2007 on 13/06/2007 (hereinafter referred to as 'the said First DOC'), made and executed by and between the Second Owners therein referred to as Developers of the one part and Shri Dhiraj Devanand Jadhav therein referred to as the Owner of the other part, the Owner therein confirmed and assured the said Seventeenth Agreement thereby confirming the development rights of the Second Owners in respect of the said thirteenth plot upon the terms and conditions therein contained.
- 53) In pursuance of the said First DOC, the said Shri Dhiraj Devanand Jadhav also executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.4103/2007 on 13/06/2007, in favour of the Second Owners in order to enable them to carry out all acts, deeds, matters and things in respect of the said thirteenth plot as mentioned therein.
- 54) By an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as "the said Eighteenth Agreement") executed by and between the said TIA therein referred to as the Assignors of the First Part, the Second Owners therein referred to as the Confirming Party of the Second Part and the Builders herein therein referred to as the Assignees of the Third Part, the Assignors therein with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights, for and in respect of the said first property together with the benefits accrued to them in respect thereof on "as is where is" basis in pursuance of the hereinbefore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Eighteenth Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Serial No.11892/2010



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- 55) Pursuant to the said Eighteenth Agreement, the said TIA and the Second Owners have also executed two separate Power of Attorneys both dated 06/12/2010 (hereinafter collectively referred to as "the said Sixth POA") in favour of the persons nominated by the Builders & the same are registered with the Sub-Registrar of Assurances at Kalyan under Sr. Nos.346 & 347 respectively;
- 56) By an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as "the said Nineteenth Agreement") executed by and between the said TIA therein referred to as the Assignors of the First Part, the Fourth Owners therein referred to as the Confirming Party of the Second Part and the Builders herein therein referred to as the Assignees of the Third Part, the Assignors therein with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said second property together with the benefits accrued to them in respect thereof on "as is where is" basis in pursuance of the hereinbefore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Nineteenth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.11891/2010;
- 57) Pursuant to the said Nineteenth Agreement, the said TIA and the Fourth Owners have also executed two separate Power of Attorneys both dated 06/12/2010 (hereinafter collectively referred to as "the said Seventh POA") in favour of the persons nominated by the Builders & the same are registered with the Sub-Registrar of Assurances at Kalyan under Sr. Nos.344 & 345 respectively;
- 58) By an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as "the said Twentieth Agreement") executed by and between the Second Owners therein referred to as the Assignors of the First Part, the said TIA therein referred to as the Confirming Party of the Second Part and the Builders herein therein referred to as the Assignees of the Third Part, the Assignors therein with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said thirteenth plot and the said fourteenth plot (hereinafter collectively referred to as 'the said third property') together with the benefits accrued to them in respect thereof on "as is where is" basis in pursuance of the hereinbefore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Twentieth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.11893/2010;
- 59) Pursuant to the said Twentieth Agreement, the Second Owners have also executed Power of Attorney dated 06/12/2010 (hereinafter referred to as

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"the said Eighth POA") in favour of the persons nominated by the Builders & the same is registered with the Sub-Registrar of Assurances at Kalyan under Sr. Nos.348;

60) The Builders have obtained following conveyances viz;

i) Deed of Conveyance dated 24/12/2010, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.12367/2010 from the said Dharma & others in respect of the said ninth plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 07/01/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3269/2011 from the Third Owners in respect of the said eighth plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 07/01/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3270/2011 from the Third Owners in respect of the said Second plot at or for the consideration and upon the terms and conditions therein mentioned;

(iv) Deed of Conveyance dated 30/03/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3323/2011 from the Second Owners in respect of the said third plot, the said fourth plot and the said fifth plot at or for the consideration and upon the terms and conditions therein mentioned;

(v) Deed of Conveyance dated 30/03/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3324/2011 from the Fourth Owners in respect of the said sixth plot, the said seventh plot, the said tenth plot and the said eleventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(vi) Deed of Conveyance dated 19/04/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3905/2011 from the Sixth Owners in respect of the said fourteenth plot at or for the consideration and upon the terms and conditions therein mentioned;

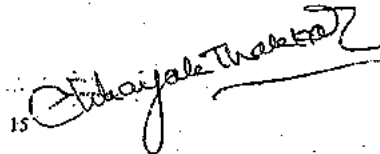
(vii) Deed of Conveyance dated 04/05/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.4799/2011 from the Fifth Owners in respect of the said twelfth plot at or for the consideration and upon the terms and conditions therein mentioned;

(viii) Deed of Conveyance dated 05/08/2011, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.8498/2011 from the First Owners in respect of the said first plot at or for the consideration and upon the terms and conditions therein mentioned;



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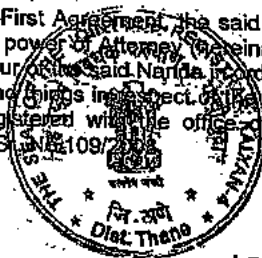


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(ix) the effect of the aforesaid eight Conveyances have been given and accordingly the name of the Builders have been mutated in the 712 extract in respect of first to twelfth plots as well as fourteenth plots as Owners thereof;

- 61) By a Deed of Confirmation dated 22/06/2012, registered with the Office of Sub- Registrar of Assurances at Kalyan under Serial No.5526/2012 on 22/06/2012 (hereinafter referred to as 'the said Second DOC'), made and executed by and between the Builders therein referred to as the Purchasers of the one part and Shri Prakash Kalu Gaikwad & others therein referred to as the Owners of the other part, the Owners therein confirmed and assured the said Seventeenth Agreement, the said Fifth POA, the said Twentieth Agreement and the said Eighth POA thereby confirming the development rights of the Builders in respect of the said thirteenth plot upon the terms and conditions therein contained.
- 62) In pursuance of the said Second DOC, the said Shri Prakash Kalu Gaikwad & others also executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.74/2012 on 22/06/2012, in favour of the Builders in order to enable them to carry out all acts, deeds, matters and things in respect of the said thirteenth plot as mentioned therein.
- 63) The said Narayan & others were the owners of land bearing S. No.65, Hissa No.3, admeasuring 300 sq. mtrs., situate, lying and being at Village Wadeghar Taluka Kalyan and District Thane and more particularly described at Sr. No.23 in the Schedule hereunder written (hereinafter referred to as 'the said Fifteenth plot').
- 64) By a Development Agreement dated 18/02/2008 (hereinafter referred to as 'the said Twenty-First Agreement') made and executed by and between Smt. Nanda Santosh Bhoir (hereinafter referred to as 'the said Nanda') therein referred to as the Developer of the one part and the said Narayan & others therein referred to as the Owners of the other part, the Owners therein agreed to entrust development rights in respect of the said Fifteenth plot to the Developers therein and the Developers therein agreed to acquire the same from the Owners therein at or for the consideration and upon the terms and conditions therein mentioned. The said Twenty-First Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.1724/2008.
- 65) Pursuant to the said Twenty-First Agreement, the said Narayan & others also executed an even dated power of Attorney (hereinafter referred to as 'the said Nineth POA') in favour of the said Nanda in order to enable her to do all acts, deeds, matters and things in respect of the said Fifteenth plot. The said Nineth POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.109/2008.



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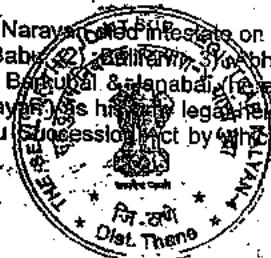
- 66) By a Deed of Assignment of Development Rights dated 14/11/2011 (hereinafter referred to as 'the said Twenty-Second Agreement') made and executed between the Builders herein therein referred to as the Assignees of the first part, the said Nanda therein referred to as the Assignors of the second part and the said Narayan & others therein referred to as the Confirming Party of the third part, the Assignors therein, with the consent and knowledge of the Confirming Party therein, agreed to assign and transfer to the Assignees therein and the Assignees therein agreed to acquire and purchase the irrevocable development rights for and in respect of the said Fifteenth plot together with the benefits and advantages of the agreements and documents therein mentioned. The said Twenty-Second Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.11357/2011.
- 67) Pursuant to the said Twenty-Second Agreement, the said Nanda therein also executed an even dated power of Attorney (hereinafter referred to as 'the said Tenth POA') in favour of the Builders herein in order to enable them to do all acts, deeds, matters and things in respect of the said Fifteenth plot as contained therein. The said Tenth POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.361/2011.
- 68) By a Deed of Assignment of Development Rights dated 14/11/2011 (hereinafter referred to as 'the said Twenty-Third Agreement') made and executed between the Builders therein referred to as the Assignors of the one part and the said Nanda therein referred to as the Assignee of the other part, the Assignors therein agreed to assign and transfer to the Assignees therein and the Assignees therein agreed to acquire and purchase the irrevocable development rights for and in respect of the property being all that portion admeasuring 300 sq. mtrs. out of the said twelfth plot and more particularly described at Sr. No.20 in the Schedule hereunder written together with the benefits and advantages of the agreements and documents therein mentioned. The said Twenty-Third Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.11358/2011.
- 69) Pursuant to the said Twenty-Third Agreement, the Builders also executed an even dated power of Attorney (hereinafter referred to as 'the said Eleventh POA') in favour of the said Nanda in order to enable her to do all acts, deeds, matters and things in respect of the said property described therein. The said Eleventh POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.362/2011.
- 70) The said Narayan died intestate on 16/12/2011 leaving behind his children viz. 1) Babu, 2) Baliram, 3) Anbhiman, 4) Ravindra, 5) Sakhubai, 6) Sonubai, Balubai & Anubai (hereinafter referred to as 'the heirs of the said Narayan') as his legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

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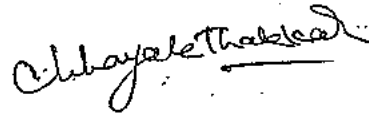
- 71) By Order bearing No. TD/6/KV/VP/SR-333/2011 dated 02/06/2012, passed by the Sub-Divisional Officer, Thane Division, Thane, granted safe permission in respect of the said Fifteenth plot as per the provisions of the Sec.43(1) and rule 25(a)(1)(e) of the Bombay Tenancy and Agricultural Lands Act upon the terms and conditions mentioned therein.
- 72) The Builders obtained conveyance vide Deed of Conveyance dated 29/06/2012 registered with the office of Sub-Registrar of Assurances at Kalyari under Sr. No.5189/2011 from the legal heirs of the said Narayan & others in respect of the said Fifteenth plot, with the confirmation of the said Nanda, and the effect of the said Deed of Conveyance dated 29/06/2012 has been given in 7/12 Extract of the said Fifteenth plot.
- 73) The said Fifteenth Plot shall henceforth be referred to as 'the said Fourth Property'.
- 74) By an Agreement of Assignment dated 07/05/2012 (hereinafter referred to as 'the said Twenty-Fourth Agreement') made and executed between the Builders therein referred to as the Assignors of the one part and M/S. SHREE ASHAPURA COMBINESS (hereinafter referred to as "the said Ashapura") therein referred to as the Assignees of the other part, the Assignors therein agreed to assign and transfer to the Assignees therein and the Assignees therein agreed to acquire and purchase the irrevocable development rights for and in respect of the property being all that portion of land bearing Survey Nos.66 Hissa No.2 admeasuring 293 sq. mtrs. which falls under the residential Zone out of the seventh plot more particularly described at Sr. No.10 in the Schedule hereunder written together with the benefits and advantages of the agreements and documents therein mentioned. The said Twenty-Fourth Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3374/2012.
- 75) Pursuant to the said Twenty-Forth Agreement, the Builders also executed an even dated power of Attorney (hereinafter referred to as 'the said Twelfth POA') in favour of the said Ashapura in order to enable them to do all acts, deeds, matters and things in respect of the property described therein. The said Twelfth POA is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No.3375/2012.
- 76) The Builders have obtained right of way from Mr. Usman N. Bandelkar & Mr. Vijay P. Mody from Survey No.66/3/1 to the said property as shown on the plan thereof hereto annexed and marked as Annexure 'A' cross lines.

AND WHEREAS as per the sanctioned Development Plan of the Corporation, the area admeasuring 3834.25 sq. mtrs. is reserved for primary school and 259.50 sq. mtrs. for higher secondary school, area admeasuring 2294.75 sq. mtrs. is reserved for play ground and area aggregately admeasuring 15645 sq. mtrs. is reserved for D. P. Road



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comprising of 45 M., 30 M., 24 M., 18 M. & 15 M. wide road out of the said first & second property.

AND WHEREAS in pursuance of the above cited Agreements, Power of Attorneys, Substituted Power of Attorneys and orders, the Builders are entitled to develop the said first, second, third and fourth property more particularly described in the Schedule hereunder written less portion admeasuring 300 sq. mtrs. & 293 sq. mtrs granted to the said Nanda and Ashapura (hereinafter collectively referred to as 'the said property') and have also sole and exclusive right to sell the flat and premises in the buildings to be/being constructed on the said property and to enter into agreement/s with the purchaser and to receive the sale price in respect thereof.

AND WHEREAS the Builders have availed of Credit facility i.e. Term Loan of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) from NKGSB Co-operative Bank Ltd. (hereinafter referred to as 'the said Bank') upon the terms and conditions contained in the Sanction Letter dated 01/01/2011 of the said Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 01/01/2011, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Bank, the Builders being Borrower have executed an Indenture of Mortgage dated 06/01/2011 (hereinafter referred to as 'the said Deed of Mortgage') in favour of the said Bank and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Mortgage is registered with the Sub Registrar of Assurances at Kalyan under Serial No.1556.

AND WHEREAS by Modification of Indenture of Registered Mortgage Deed dated 01/02/2011 registered with the Sub Registrar of Assurances at Kalyan under Serial No.1557, made between the Builders therein referred to as the Mortgagor of the one part and the said Bank therein referred to as the Mortgagee Bank of the other part, the Mortgagee Bank therein converted the said Term Loan facility of Rs.15 Crores into Cash Credit Facility of Rs.14.75 Crores to the Mortgagors therein subject to the conditions mentioned in the revised Sanctioned Letter dated 22/02/2011.

AND WHEREAS the Builders prepared and submitted revised plans for nine buildings to be constructed by the Builders on a portion admeasuring 22,298 sq. mtrs. in the aggregate (hereinafter referred to as 'the Plot') out of the said property. The Plot is shown on the plan annexed hereto as Annexure 'A' in pink colour boundary line.

AND WHEREAS the Builders submitted revised / amended plans of nine buildings to the Corporation for approval and the same have been

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sanctioned by the Corporation on 28/03/2011 and the Commencement Certificate dated 28/03/2011 in respect of the said nine buildings has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure 'G-1';

AND WHEREAS subsequently, the Builders have prepared and submitted further revised / amended plans to the Corporation for nineteen buildings to be constructed by the Builders on a portion admeasuring 112336 sq. mtrs. in the aggregate out of the said property, being Sector II and Sector III development plans for approval and the same have been sanctioned by the Corporation and the sanction - cum - Commencement Certificate dated 11/11/2011 in respect of the said nineteen buildings has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure 'G-2';

AND WHEREAS upon application made by the Builders, Government of India, Ministry of Environment and Forests (I.A.Division) has transferred the aforementioned Environmental Clearance for construction in favour of the Builders vide its letter dated 04/05/2012. The copy of the same is annexed hereto and marked as Annexure 'F1';

AND WHEREAS subsequently, the Builders have prepared and submitted further revised / amended plans to the Corporation for Thirty Eight residential buildings, two commercial buildings, two Community Halls and a Club House to be constructed by the Builders on a portion admeasuring 1,39,357 sq. mtrs. in the aggregate out of the said property, being Sector I, Sector II, Sector III and Sector IV development plans for approval and the same have been sanctioned by the Corporation and the Revised sanction - cum - Commencement Certificate dated 08/04/2013 in respect of the said Forty One buildings in the aggregate has been issued by the Corporation subject to the terms and conditions therein contained. A copy whereof is annexed hereto and marked as Annexure 'G-3';

AND WHEREAS the Builders propose to construct and develop in a Sector/Phase wise manner the said property and the Builders propose to construct the Sector II comprising of the eleven buildings on the Plot. The Builders intend to construct commercial premises on the ground floor of the buildings bearing No.B-5, B-6, B-7 & B-11 and a commercial building comprising of Ground floor only being Building No.B as well as under Podium of Sector II and Buildings bearing No.C7, C14 & C15 of Sector III, facing roadside. Out of the said eleven buildings, the Builders are entitled to commence the construction work of Twelve buildings viz. B01 to B06; B08 to B11 all comprising of Still Plus Seven Upper Floors, a Club House comprising of Ground + 2 Upper Floors and a Commercial Building being Building No.B comprising of Ground Floor Only in Sector II and Fourteen buildings viz. C04; C08 to C17 all comprising of Still Plus Seven Upper Floors and a Community Hall comprising of Ground + 1 Upper Floor



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in Sector III and ten buildings viz. D01 to D04, D10 all comprising of Stilt Plus Eighteen Upper Floors, D05 comprising of Stilt Plus Sixteen Upper Floors and a Community Hall comprising of Ground + 1 Upper Floor in Sector IV and a commercial building being Building No.A comprising of Stilt + 2<sup>nd</sup> Upper Floor + 3<sup>rd</sup> (Par) Upper Floor of Sector I as per the Revised Commencement Certificate dated 08/04/2013 granted by the Corporation.

AND WHEREAS as per the revised sanctioned plan, the Builders shall be constructing Building No.B06 comprising of Stilt + 15 Upper floors comprising of 1BHK premises instead of 2 & ½ BKH premises in Sector II development of the said property.

AND WHEREAS the Builders have availed additional Term Loan of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) from the said Bank upon the terms and conditions contained in the Sanction Letter dated 01/11/2011 of the said Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 01/11/2011, as a security for the repayment of the said additional amount along with interest and other monies that may become due and payable to the said Bank, the Builders being Borrower have executed a Deed of Further Charge on Mortgaged Property dated 26/12/2011 (hereinafter referred to as 'the said Deed of Further Charge') in favour of the said Bank and have created mortgage in respect of the said property therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Further Charge is registered with the Sub Registrar of Assurances at Kalyan under Serial No.200.

AND WHEREAS the Builders have availed Financial assistance by way of Rupee Term Facility aggregating to Rs.100,00,00,000/- (Rs.1000.0 million) including Overdraft (OD) Facility not exceeding Rs.100.0 million (the OD limit) as a sub limit of Rupee Term Loan from the ICICI Bank Ltd, ICICI Bank Towers, Bandra Kurla Complex, Mumbai, (hereinafter referred to as "the said ICICI Bank") upon the terms and conditions contained in the Sanction Letter dated 20/02/2013 of the said ICICI Bank.

AND WHEREAS in pursuance of the said Sanction Letter dated 20/02/2013, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said ICICI Bank, the Builders being Borrower have executed an Indenture of Mortgage dated 25/02/2013 (hereinafter referred to as 'the said Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Schedule III therein referred to as the mortgaged property upon the terms and conditions contained therein. The said Deed of Mortgage dated 25/02/2013 is registered with the Sub Registrar of Assurances at Kalyan under Serial No.1347/2013 on 07/03/2013.

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AND WHEREAS the Builders have repaid the entire loan of Rs.30,00,00,000/- (Rupees Thirty Crores Only) alongwith the interest thereon to the said Bank against which the said Bank has issued No Dues Certificate dated 02/03/2013. A copy whereof is annexed hereto & marked as Annexure 'F2'.

AND WHEREAS by a Deed of Reconveyance dated 04/03/2013 (hereinafter referred to as the 'said Deed of Reconveyance') executed by and between the said bank therein referred to as the Mortgagee of the One Part and the Builders therein referred to as the Mortgagor of the Second Part, the Mortgagee therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances, Kalyan vide Sr.No.1263/2013;

AND WHEREAS pursuant to the said Deed of Mortgage, the Builders have opened an escrow account for depositing all receivables from the project with the said ICICI Bank.

AND WHEREAS the Builders have represented to the Purchaser that

a) the Builders have learnt that MMRDA and MHADA schemes are expected to be implemented in Kalyan-Dombivli city and therefore, the Builders had initially intended to develop the said property either (a) under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation or or (b) under affordable Housing Scheme of Maharashtra Housing And Area Development Authority (hereinafter referred to as 'the MHADA'). However, presently, the Builders have decided to develop the said property only under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation. The Builders have prepared layout schemes of development of the said property and the tentative layouts as per the aforesaid scheme is annexed hereto and marked as Annexure 'H'.

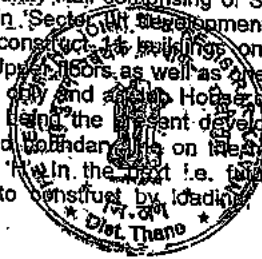
b) under the present FSI plus TDR available as per the provisions of D. C. Regulations, the Builders have already started construction of 13 buildings all comprising of Stilt + 7 Upper floors and intend to construct 4 more buildings as well as a Community Hall comprising of Stilt +1 Upper Floor as per the sanctioned plan in 'Sector II' development of the said property and now they intend to construct 14 buildings on the Plot all comprising of Stilt + Podium + 15 Upper floors as well as a commercial building comprising of ground floor only and a Hotel comprising of Stilt + 2 Upper Floors in 'Sector II' being the present development more particularly shown by Pink coloured boundary line on the map annexed hereto and marked as Annexure 'H'. In the next i.e. future phase of construction, the Builders intend to construct by loading, utilizing and

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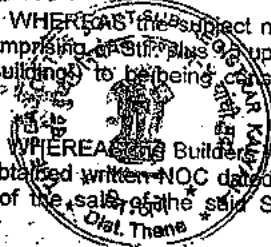
consuming TDR upon the said plots: 1) 12 buildings all comprising of Stilt + 2Podium + 18 Upper floors as well as one commercial building comprising of Ground + 3 Upper floors in 'Sector I' development of the said property and 2) 10 buildings being Building Nos.1 to 4 and 9 and 10 comprising of Stilt + 18 Upper floors and Building Nos.5 to 8 comprising of Stilt + 16 Upper floors in 'Sector IV' development of the said property more particularly shown by hatched lines on the plan Annexed hereto as Annexure 'H' and marked as Sector I, Sector IV, respectively with words, 'FUTURE DEVELOPMENT' endorsed thereon.

c) The layout, scheme of development of the said property, the location and dimension of plans, and specifications are tentative and may vary. The Builders shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said property, layout, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said amenities and facilities as the Builders may deem fit in its sole discretion or if the same is required by the concerned authority;

d) The Builders have expressed to the Purchaser that the said property shall be developed in phased manner. The Purchaser hereby acknowledges, confirms and undertakes that the Purchaser shall not claim any rebate or reduction in the purchase price as well as any other benefit from the Builders as a result of such phased developments and /or amendments, alterations, modifications and/or variations on the said property. The Builders may also amalgamate the said property and/or sub-divided plots with any other plot or plots. The Builders are also entitled to sub-divide the said property and to amend the layout as may be permitted by the Corporation and other concerned authorities and/or reduce or increase the limits of the Plot in Sector I and the Purchaser hereby agrees and gives consent to the same and covenants not to obstruct and/or raise any objections whatsoever to and /or interfere with the development to be carried out by the Builders in such phased manner, even after the Builders have given the possession of the said premises to the Purchaser. The Purchaser hereby agrees to grant to the Builders all the assistance and co-operation as the Builders may reasonably require from time to time even after the Builders have delivered possession of the said Shop to the Purchaser, so as to enable the Builders to complete the development of the said property.

AND WHEREAS the subject matter of this Agreement is Building No. B11 comprising of Stilt plus 9 upper floors (hereinafter referred to as "the said Building") to be being constructed on the Plot out of the said property;

AND WHEREAS the Builders have, prior to the execution of these presents, obtained written NOC dated 13/11/2017 from the said ICICI Bank in respect of the sale of the said Shop to the Purchaser herein. The



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Builders hereby agree to furnish the copy thereof to the Purchaser on or before execution hereof.

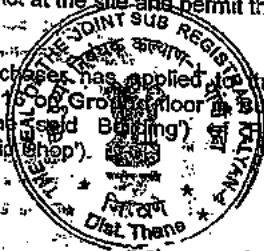
AND WHEREAS the Builders have entered into a standard agreement with M/s. Design Consortium, Architects and Interior Designers and the said agreement is as per the prescribed format prescribed by the Council of Architect, whereas the Builders have also appointed RCC specialist and Structural Engineer M/s. R.C. Tipnis for preparation of the structural designs and drawings of the buildings on the Builders accepting the professional supervision of the Architects and the structural Engineers till the completion of the buildings. The structural designs prepared by the said Structural Engineers is earthquake resistant and a copy of the certificate in respect thereof is hereto annexed and marked as Annexure 'I'.

AND WHEREAS the Purchaser has demanded from the Builders and the Builders have given inspection to the Purchaser of all the documents of title relating to the said property, building plans as well as specifications and designs thereof prepared by the Architects, Orders passed by the concerned authorities and of such other documents as are specified under Maharashtra Ownership Shops (Regulations, Promotion of construction, sale, Management and transfer) Act, 1963 and the Rules made thereunder (hereinafter called 'the MOF Act').

AND WHEREAS a copy of the certificate of Title issued by the Advocate of the Builders, copy of 7/12 Extracts showing the nature of the title of (a) the said first owners to the said first plot (b) the said second owners to the said third to fifth plots, (c) the said third owners to the said second and eighth plot (d) the said fourth owners to the said sixth, seventh, tenth and eleventh plots and (e) the Builders to the said ninth plot, and copies of the floor plans and specifications of the Shop agreed to be purchased by the Purchaser have been annexed hereto and marked as Annexure 'J', 'K' & 'L' respectively. The Purchaser hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Builders' right of development. The said First Owners to the said Sixth Owners shall hereinafter collectively referred to as 'the said Owners'.

AND WHEREAS the Builders have displayed and/or kept Xerox copies of the documents, plans and specifications referred to in above clause as per Sec.3 of the MOF Act at the site and permit the purchaser to take inspection thereof.

AND WHEREAS the purchaser has applied to the Builders for allotment of Shop bearing No. 10 of Ground floor of Building No. B11 (hereinafter referred to as 'the said Building') of SHAKUNAK CITY (hereinafter referred to as 'the said Shop').



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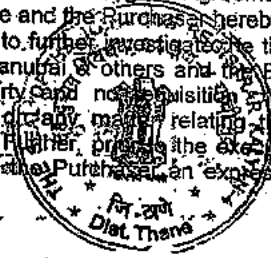
AND WHEREAS the purchaser has also inspected the said property and has himself fully acquainted with the state thereof and has agreed to acquire the said Shop from the Builders on what is popularly known as ownership basis at and for the price and on the terms and conditions and covenants mutually agreed upon by and between the parties hereto.

AND WHEREAS relying upon the said application and agreement, the Builders have agreed to sell to the Purchaser the said Shop at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under Sec.4 of the MOF Act, the Builders are required to execute a written agreement for sale of the said Shop to the purchaser being in fact these presents and also to register the said agreement for sale under the MOF Act.

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

1. The Builders shall construct eleven Buildings all comprising of Stilt plus Podium plus 15 upper floors, a Club House comprising of Stilt + 2 upper floors and a Commercial building comprising of Ground floor only on the plot in accordance with the building plans sanctioned by the Corporation with only such variations and modifications as the Corporation or the Builders may deem fit and the Purchaser hereby consents to the same. The Builders shall, however be entitled to make any variations, alterations, revisions additions (being additional floor/s or building/s) or amendments in the said plans or specifications of the said buildings and/or layout plans if desired by the Builders or if required to be made for the purpose of meeting any requisition, objection or requirement of the concerned Authorities. The Purchaser shall not object to the aforesaid and hereby grants irrevocable consent to the same. PROVIDED THAT if such variations or modifications adversely affect the area of the Shop agreed to be purchased by the Purchaser, then and in such event, the Builders shall obtain consent of the Purchaser in writing.
2. The Purchaser has prior to the execution of this agreement satisfied himself with the title of the Builders and the said Manubai & others to their respective land including the Agreements and other documents referred to hereinabove and the Purchaser hereby agrees & confirms that he shall not be entitled to further investigate the title of the Builders as well as that of the said Manubai & others and the Builders' right of development of the said property and no requisition or objection shall be raised by the Purchaser or any person relating hereto or howsoever in connection therewith. Further, prior to the execution of these presents, the Builders have given the Purchaser an express notice of the rights reserved and



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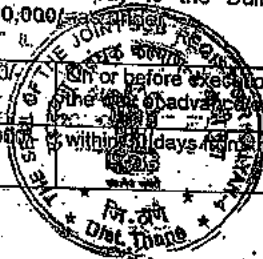


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retained by the Builders for themselves regarding the entire development of the said property under the aforesaid schemes.

3. While sanctioning the said plans, concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders while developing the said property and the said building and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority.
4. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the Purchaser Shop bearing No. No 16 admeasuring 610 square feet carpet area on floor no. Ground of B11 the said Building to be known as Raunak City Sector II to be being constructed on the Plot and bounded by red colour boundary line on the floor plan hereto annexed and marked as Annexure 'L' (hereinafter referred to as 'the said Shop') for the price of Rs. 1,26,00,000/- (Rupees: One Crore Twenty Six Lakh Only) including the proportionate price of the "Common areas and facilities" and / or limited common area and facilities appurtenant to the said Shop. The Builders also agreed to allot stilt/podium car parking space No. NIL to the purchaser. The proposed carpet area of the said premises would be as per the approved plans and may reduce marginally as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door Jam's & door frame, railings, etc. However, the said Purchase price shall remain unchanged for such marginal reduction. The list of the amenities to be provided by the Builders in the said Shop as well as to the entire nature, extent and description of the common areas & facilities and limited common areas & facilities are set out in Annexure 'M' & 'N' hereto respectively. However, the Purchaser agrees that the Builders have the right to change the fixtures, fittings and amenities to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Builders. In such circumstances, the Builders shall substitute the fixtures, fittings and amenities without any approval of the Purchaser in as such similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Builders to offer at the earliest the possession of the said Shop and/or for any other reason whatsoever.
- 5.(a) The Purchaser hereby agrees to pay to the Builders the aforesaid purchase price of Rs. 1,26,00,000/- as follows:

i)	20.00 %	Rs. 25,20,000/-	to be paid on or before execution of this agreement by the Purchaser in advance in cash in the form of earnest money
ii)	80.00 %	Rs. 1,00,80,000/-	to be paid within 30 days of the agreement



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The Builders shall send a written intimation to the Purchaser demanding payment of the installment of the purchase price to be payable by the Purchaser within the period mentioned in such intimation shall be sent to the Purchaser by the Builders when the same falls due as per clause 5(a) above. The Purchaser confirms that the instalments payable by the Purchaser under these presents shall be paid on due date without any delay or default as TIME IN RESPECT OF THE SAID PAYMENTS OR INSTALLMENTS AND IN RESPECT OF ALL AMOUNTS PAYABLE UNDER THESE PRESENTS BY THE PURCHASER TO THE BUILDERS IS OF THE ESSENCE OF THE CONTRACT. If the Purchaser makes any delay or default in making payment of any of the installments or amounts or commits any default in observing terms and conditions of this agreement, the Builders shall be entitled at their option either to terminate this Agreement or to charge interest at the rate of 24 % per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Builders, WITHOUT PREJUDICE to their other rights in law and under these presents; PROVIDED AND ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and default shall have been made by the Purchaser in remedying such breach/breaches within 15 days of giving such notice. It is further agreed that upon termination of this agreement as stated hereinabove, the Builders shall, after deducting an amount equal to 20 % of the total consideration payable hereunder, refund to the Purchaser the balance of the sale price which the Purchaser may have till then paid to the Builders without any interest on the amount so refundable and upon termination of this Agreement, pending refund of the amount as aforesaid, the Builders shall be at liberty to dispose off and to sell the said Shop to such person or persons at such price and on such conditions as the Builders may desire and think fit in their absolute discretion and the Purchaser shall have no objection for the same. However, in case of such sale to third party, the Builders shall within 10 days from the date of such sale, refund the amount received so far after deductions as aforesaid to the Purchaser. If the Purchaser does not co-operate to the same and tries to litigate the matter, then the Builders shall also be entitled to the cost of litigation as regards the same. The Purchaser shall bear and pay the entire costs and expenses towards any litigation initiated by him against the Builders.

- (b) The consideration mentioned in clause No.5(a) hereinabove is net consideration and Purchaser shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, cess etc. The said taxes shall be paid by the Purchaser immediately on demand. The Builders have informed the Purchaser that as per the prevalent law, the VAT is payable on excess of agreement and Service Tax shall be due simultaneously with amount falling due as per the schedule of payment mentioned in clause no. 5(a).



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6. The Builders agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Shop to the Purchaser, obtain from the concerned authority the occupation certificate and/or completion certificate in respect of the Premises.
7. The Builders hereby declare that the Floor Space Index available in respect of the said Property is 133477 square meters only and that no part of the said Floor Space Index has been utilized by the Builders elsewhere for any purpose whatsoever. In case the said Floor Space Index has been utilized by the Builders elsewhere, then the Builders shall furnish to the Purchaser all the detailed particulars in respect of such utilization of said Floor Space Index by them. In case while developing the said property the Builders have utilized any Floor Space Index of any other land or property then the particulars of such Floor Space Index shall be disclosed by the Builders to the Purchaser.
8. It is expressly agreed that right of the Purchaser under this Agreement is restricted only to the Shop agreed to be sold by the Builders and right of all the prospective purchaser of premises in the said building shall be restricted to the land married to the plinth area and all other premises and/or portion or portions of the said property including the layout area, roads, recreation ground etc., shall be the sole property of the Builders and the Builders shall be entitled to deal with and develop the same in any manner as may be deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser hereby confirms and consents to the irrevocable right of the Builders to develop the said property in the manner deemed fit by them without any further or other consent or concurrence from the Purchaser and other purchasers in future.
9. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities and amenities along with the said Shop. However, the Purchaser has taken note of and has also agreed with the Builders that the Builders have right to use and enjoy at all times the facilities like all compulsory open spaces, internal common roads, pathways, garden, club house, recreation ground and facilities, playing equipments, open space, storm water drainage, common areas and facilities, limited common area and facility, sewerage lines, water pipes, electric cables, electrical substations, telephone cables, underground and overhead water tanks, Water pipe line, pump rooms, boiler room, common lighting, dish antenna, common antenna, cable duct, mess rooms, servants common toilets, lifts, society office room, store room, Lift Machine Room and all such facilities finally that may be provided by the Builders and also grant the user an enjoyment thereof, any other buildings and occupants thereof that may be constructed by them or their nominees or associates in the locality.

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10. The Purchaser shall use the said Shop or any part thereof or permit the same to be used only for the purpose for which it is meant and for no other purpose whatsoever. He shall use the garage or parking space only for the purpose of keeping or parking his own vehicle. The Purchaser agrees not to change the user of the said Shop without prior consent in writing of the Builders and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Builders and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
11. The Builders have informed to the Purchaser and the Purchaser is aware that as per the Scheme envisaged by the Builders:
- a.1) they intend to develop the said property to be known as "RAUNAK CITY";
- a.2) the Builders shall provide club house in Sector II for the all purchasers of the Raunak City .. The Purchaser of the said Sector II as well as the Purchasers of other Sectors i.e. all purchasers of Raunak City shall be entitled to use the same subject to the provisions mentioned in clause no. 25(f) hereinafter appearing.
- a.3) the Builders intend to acquire the adjoining properties bearing Survey Nos. 42, 40, 46, 50 from their respective owners. The Builders shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees;
- a.4) the Builders had learnt that MHADA schemes are expected to be implemented in Kalyan-Dombivli city and therefore, the Builders had initially intended to develop the said property either (a) under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation or (b) under affordable Housing Scheme of Maharashtra Housing And Area Development Authority (hereinafter referred to as 'the MHADA'). However, presently, the Builders intend to develop the said property only under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation. The Builders have prepared layout schemes of development of the said property and the tentative layouts as per the aforesaid schemes are collectively annexed hereto and marked as Annexure 'H'. The Builders hereby reserve the right to develop the said property and modify the layout in accordance with the building plans sanctioned or to be sanctioned by the Corporation under the aforesaid schemes as it may deem fit in order to carry out optimal development of the said property.
- a.5) under the present FSI plus TDR available as per the provisions of D. C. Regulations, the Builders have already started construction of 13 buildings all comprising of 7 Upper floors and intend to construct 4 more buildings as per the sanctioned plan in 'Sector III' development of the said property and now they intend to construct 11 buildings on the Plot all comprising of 15 Upper floors as well as one commercial

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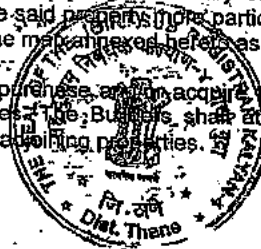
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building comprising of ground floor only and a Club House comprising of Stilt + 2 Upper Floors in Sector II being the present development more particularly shown by Pink coloured boundary line on the map annexed hereto and marked as Annexure 'H'. In the next i.e. future phase of construction, the Builders intend to construct by loading, utilizing and consuming TDR upon the said plots: 1) 12 buildings all comprising of Stilt + 2 Podium + 18 Upper floors as well as one commercial building comprising of Ground + 3 Upper floors in 'Sector I' development of the said property and 2) 10 buildings being Building Nos. 1 to 4 and 9 and 10 comprising of Stilt + 18 Upper floors and Building Nos. 5 to 8 comprising of Stilt + 16 Upper floors in 'Sector IV' development of the said property more particularly shown by hatched lines on the plan Annexed hereto as Annexure 'H' and marked as Sector I, Sector IV, respectively with words 'FUTURE DEVELOPMENT' endorsed thereon. The Purchaser hereby fully acknowledges and confirms the rights to the Builders to construct additional floors or structures in the manner the Builders deem fit including by availing full benefits of the FSI available and also after loading TDR over the said property. The Purchaser is aware that such construction will cause inconvenience to the Purchaser, and agrees and assures to the Builders that the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s. The Purchaser shall extend his co-operation to the Builders for further construction at the said property. The Builders are at liberty to amend and/or modify the plans without affecting the said premises hereby being sold to the Purchasers.

- a.6) The Builders intend to construct commercial premises on the ground floor of the buildings bearing No.B-5, B-6, B-7 & B-11, and a commercial building comprising of Ground floor only being Building No.B as well as under Podium of Sector II and Buildings bearing Nos.C-13, C-14 & C-15 and a Community Hall being Building No.C of Sector III, and on ground floor of the Buildings bearing No.D05 to D08, and a Community Hall being Building No.D of Sector IV, all facing roadside and a commercial building being Building No.A comprising of Stilt + 2<sup>nd</sup> Upper Floor + 3<sup>rd</sup> (Part) Upper Floor of Sector I.
- a.7) the Builders intend to provide a Community Hall for the all purchasers of the Raunak City subject to their receiving necessary consent from the Corporation on the portion of the said premises more particularly shown by green colour boundary line on the map annexed hereto as Annexure 'A'.
- b) the Builders are negotiating to purchase and/or acquire the development rights of the adjoining properties. The Builders shall at their option be entitled to amalgamate the said adjoining properties.



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The layout, scheme of development of the said property, the location and dimension of planis, and specifications are tentative and may vary. The Builders shall be entitled to make any variations, alterations, amendments or deletions to or in the schema of development of the said property, layout, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said amenities and facilities as the Builders may deem fit in its sole discretion or if the same is required by the concerned authority;

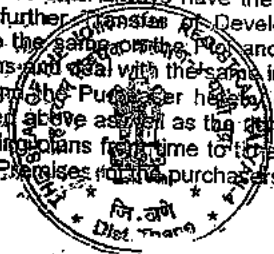
- d) the Builders, at their option may form one society in respect of said buildings or form separate society in respect of each building. In the event of the Builders forming a separate society, in respect of each building, they may grant separate lease in respect of the plinth area of each building in favour of each society and execute conveyance/Lease in favour of the Federal Society. The nature of the organization to be formed in respect of the buildings to be constructed on the said property and the type of transfer documents to be executed in favour of the organization to be formed in respect of the buildings to be constructed on the said property shall be determined at the sole discretion of the Builders
- e) the Floor Space Index, by whatever name or form is increased (a) in respect of the Plot and/or additional construction (i.e. more than what is envisaged at present) is possible on the Plot (b) on account of Transfer of Development Rights (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors or (c) under the aforesaid Schemes, then in such event, the Builders shall be entitled to construct such additional buildings/wings/floors as per the revised building/s plans. The Purchaser expressly consents to the same as long as the total area of the said Shop is not reduced. This consent shall be considered to be the Purchaser consent contemplated under the provision of MOF Act or any such similar Laws that may be enacted or have been enacted.
- f) the location of the common areas and amenities is a provisional one. The Builders are entitled and authorized to alter/modify the layout of the Plot/Said property, including to alter/relocate or reshape the common areas and amenities shown in the presently approved layout subject to that the area of the common area and amenities shall not be reduced.
- g) the Builders shall always have the right and be entitled to purchase and acquire further (transfer of Development Rights from the market and consume the same on the Plot) and construct additional structures, make alterations and deal with the same in the manner the Builders deem fit and proper and the Purchaser hereby consents to the rights of the Builders mentioned above as well as the rights of the Builders to revise and modify the building plans from time to time as far as it does not adversely affect the said Premises of the purchasers and the structure of the building.

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- h) the Builders shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 ("Society") in respect of the said Building and other buildings that may be constructed on the Plot (the "Organisation") by the Builders. The nature of the organization to be formed in respect of the buildings to be constructed on the Plot / Said property and the type of transfer document to be executed in favour of the organization to be formed in respect of the buildings to be constructed on the Plot / Said property shall be determined at the sole discretion of the Builders.
- i) the Builders may, in its sole discretion form and register an apex organization ("Apex Body") comprising of the various organisations formed in respect of the Building and other buildings to be constructed on the Said property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the Said property and for such other purposes as the Builders may decide.
- j) as the said property are being developed as one property, in the event of Builders granting separate lease in respect of each building, it will not be possible to sub-divide the said property, as such the Purchasers shall not be entitled to ask for sub-division of the said property;
- k) Without prejudice to the right of the Builders to transfer the said Building to Co-operative Society as provided in this Agreement, the Builders shall also have a right to submit the said Building on the said property (including additional structures that may be constructed thereon) or portion or portions of the said property to the provisions of the Maharashtra Apartment Ownership Act, 1970 (hereinafter for the sake of brevity referred to as "MAO ACT") and to require the Purchaser of the concerned premises to form themselves into an Association of Apartment Owners being a condominium as contemplated under the provisions of MAO Act and the Rules framed thereunder, in the event of the Builders determining that, the Purchaser of the premises in any one or more Buildings on the said property should form themselves into an Association of Apartments Owners as contemplated by the MAO ACT, all the Purchasers of the concerned premises shall sign such declarations, agreements, papers and deeds of undertaking as may be required to be signed and executed for enabling the compliance of the said MAO Act. The Purchaser of the premises shall agree to abide by the rules and bye-laws of the condominium as may be prescribed under the provisions of MAO Act from time to time. In order to enable the Builders to form such an association, the Purchaser shall give such particulars about himself as may be required. In that event, the Builders will execute a Deed of Apartment in favour of each of the allottee of the premises comprising in such a condominium separately conveying the apartment and the proportionate undivided right/share in the common area or facilities unto the allottees of the premises. It is expressly recognized by the Purchaser that the Builders shall have a right to form Co-operative Societies for such number of

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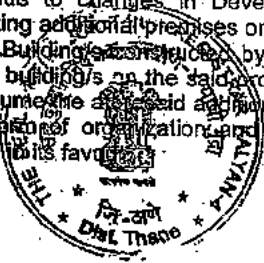
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Buildings constructed/ to be constructed on the said property as the Builders may in its absolute discretion from time to time determine.

- l) the Builders are having a total scheme of Development to be implemented on the said layout property, the commencement of construction, completion/possession etc of the buildings to be constructed on the said property will be spread over several years. The Purchaser declares and confirms that he is aware that the building in which the said Shop is located is an inter connected building alongwith the said buildings and premises to be developed by the Builders have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Shop is located and the ground area is not in proportion to each other and the purchaser shall not be allowed to claim any further or other right to the area other than the said Shop. The Builders have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the society.
- m) the Conveyance/Lease of the said property shall be executed by the Builders only upon the completion of all the buildings and development of the said property and the Purchaser shall not insist upon the conveyance/lease prior to the completion of the entire development of the said property;
- n) the Builders will be developing the said property / Plot in a phase wise manner on such terms and conditions as the Builders may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Builders deem fit and the Builders shall be entitled to grant, offer, upon or in respect of any portion of the Plot, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the Said property / Plot in such manner as may be desired by the Builders and the Purchaser expressly and consents to the same in so far it does not affect the structure of the building and the premises therein of the purchaser.
- o) the Builders are entitled to utilize any additional FSI that may be available to them either by way of transfer of Development Rights (TDR) or increase in FSI due to changes in Development Rules or under any law by constructing additional premises on the ground floor or additional floors on the said Building or by constructing separate buildings on the said property. The Builders shall be entitled to use/consume the said additional FSI till the registration of the society or any other organization and execution of conveyance of the said Property in its favour.



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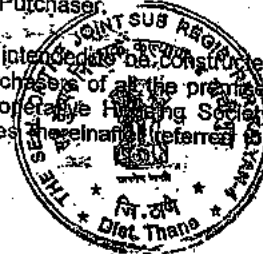


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- p) they shall be entitled to put on hoarding/s illuminated or comprising of neon signs on any portion of the said property or on the building or buildings to be constructed thereon or any parts thereof and for that purpose they are fully authorised to allow temporary or permanent construction or erection or installation either on the exterior/terrace of the said Building/s or on any portion of the said property as the case may be. The Purchaser/s or Society shall not demand any amount or any charge from them by way of monthly maintenance charges or any other charges or outgoings for the use of such exterior/terrace or compound wall for the purpose of displaying of hoardings or advertisements etc., and for such other purposes as they may deem fit. They are also entitled to retain to themselves the exclusive right to use any portions of the building/terrace for erecting and installing Cellular Telecommunication Relay Stations, and other communications relaying stations and to erect and install antenna, boosters and other equipments (hereinafter referred to as "the communication equipment") for facilitating relay of Cellular communication, radio services and satellite communications and providing other communications and relays by any and all means and devices and they shall be entitled to commercially exploit the aforesaid rights, either by itself or through the person/s to whom they may have assigned the said rights, (hereinafter referred to as Assignees of the said right) for their own benefit. They and/or the Assignees of the said right shall be entitled to enter into appropriate agreements with the persons holding license/s from the authorities in respect of the commercial exploitation of the said equipments. In case the said Cellular Telecommunication, Relay stations, and other communication relaying stations are erected and installed on the terrace or other portions of the said building, the Builders/the assignees of the said right shall pay to the Association/Society of the Shop Purchaser/s of the said building an aggregate fixed fee of Rs. 1,000/- (Rupees One Thousand only) per annum commencing from the date of the erection/ installation of the said Cellular Telecommunication Relay Stations, and other communication relaying stations on the terrace or other portions of the said building is completed or on the society/organization being formed and registered whichever is later.
- q) the Builders shall be entitled to grant the right of way to adjoining land owners or their assignees;

Aforesaid conditions are of the essence of the contract and only upon the Purchaser agreeing to the said conditions, the Builders have agreed to sell the said Shop to the Purchaser.

12. The Builders will sell all premises intended to be constructed on the plot with a view ultimately that the Purchaser of all the premises in the said building shall be admitted to Co-operative Housing Society of all such prospective Purchaser of premises hereinafter referred to as "the said Society").



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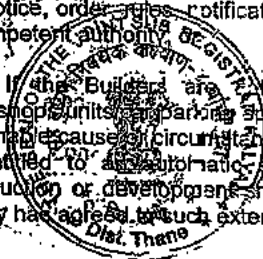
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13. Subject to terms of this Agreement being fulfilled and subject to provisions of this Agreement, the Builders shall themselves execute lease/s & or Conveyance/s in respect of the said property or any part thereof and all costs, charges, expenses by way of stamp duty and Registration Fee and all other expenses whatsoever in respect thereof shall be borne and paid by the Purchaser along with other prospective Purchasers of premises on pro-rata basis and demand for contribution made by the Builders shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.

14. It is expressly agreed that the possession of the said Shop will be handed over by the Builders to the Purchaser by December 2017, provided the Builders have received the full purchase price of the said Shop under these presents strictly as per time Schedule and all other amounts payable by the Purchaser to the Developer under these presents. The Purchaser hereby agrees that if the possession is delayed due to :

- a) non-availability of steel, cement and other building materials, and
- b) non-availability or grant of necessary utilities or services such as water, electricity, drainage etc. or any other reasons or circumstances beyond the control of the Builders without their default as provided under Section 8 of the Maharashtra Ownership Shops Act, 1963 by the aforesaid date/s;
- c) any act of God, civil commotion, riots, war, or prohibitory order of any court against the development of the said property;
- d) any notice, order, rule, notification of the government and/or other public body and/ or competent Authority;
- e) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project;
- f) delay in grant of any NOC/ permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/Shop/road or completion certificate from appropriate authority;
- g) delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the Builders to terminate this agreement under clause 5 mentioned hereinabove);
- h) any notice, order, rule, notification of the Government and/or other public or competent authority;

If the Builders are unable to give possession of the said Shop/shop units, or part of the space to the Purchaser/s on account of any reasonable cause or circumstances beyond their control, the Builders shall be entitled to an automatic extension of a period during which the construction or development shall have been stalled and the Purchaser hereby has agreed to such extension of time.



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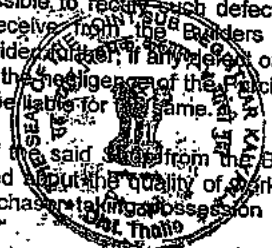
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The Builders have informed the Purchaser that at present there is shortage of water in the area and hence the Corporation may not grant water connection to the said building immediately upon completion. The Purchasers hereby expressly agrees and confirms that he shall not hold responsible the Builders for non-availability of water facility from the authorities concerned.

15. If the Builders fail or neglect to give possession of the said Shop to the Purchaser save and except as stated hereinabove on account of any reasons beyond their control or as provided in section 8 of the MOF Act, then in such case, the Purchaser shall be entitled to give notice to the Builders terminating this agreement, in which event the Builders shall, within 4 weeks from the receipt of such notice, be liable to refund to the Purchaser amount of deposit or earnest money and the further amounts, if any, that may have been received by them from the Purchaser as installments in part payment in respect of the said Shop along with simple interest at the rate of 12% per annum from the date of the receipt of such amount till payment. Upon such termination and refunding the amount together with interest as agreed herein, neither party shall have any further claim against the other in respect of the said Shop or arising out of this agreement and the Builders shall be at liberty to dispose off the said Shop to any other person or persons at such price and upon such terms and conditions as the Builders may deem fit. Till the entire amount along with interest thereon is refunded by the Builders to the Purchaser, there shall be a charge on the said Shop to the extent of the amount due to the Purchaser.
16. The Purchaser agrees that the return of the payment mentioned in Clause 15 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Builders for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever in respect of the above.
17. The Purchaser shall take possession of the said Shop within 7 days of the Builders giving written notice to Purchaser intimating that the said Shop is ready for use and occupation. Provided that if within a period of three years from the date of handing over the said Shop to the Purchaser, the Purchaser brings to the notice of the Builders any structural defect in the said Shop or the building in which the said Shop is situated then, wherever possible such defects shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builders reasonable compensation for such defect. Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or his agents, then the Builders shall not be liable for the same.
18. While accepting the possession of the said Shop from the Builders, the Purchaser shall get himself satisfied about the quality of work, amenities etc., and thereafter upon the Purchaser taking possession of the said



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Shop, shall have no claim against the Builders as regards the quality of the Building material used for construction of the said Shop or the nature of the construction provided in the said Shop.

19. The Builders shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as the "Society") in respect of the said Building that may be constructed on the said property by the Builders.
20. It is agreed and understood by the Parties that the Builders may, in their sole discretion form and register an apex organisation ("Apex Body") comprising of the various organisations formed in respect of the said Building and other buildings to be constructed on the said Property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the said Property and for such other purposes as the Builders may decide.
21. The Purchaser along with other purchasers of the premises in the said building shall join in forming and registering a Co-operative Housing Society or a Limited Company as may be decided by the Builders and for that purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, and approving the bye-laws of the proposed Society and duly fill in, sign and return to the Builders within FOUR DAYS of the same being forwarded by the Builders to the Purchaser, so as to enable the Builders to register the organization of the Purchaser under Section 10 of the MOF Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and /or Articles of Associations, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. In the event of the Society being formed and registered before the sale and disposal by the Builders of all the Shops/premises in the Building, the power and authority of the society so formed or that of the Purchaser and the purchasers of other premises in the Building shall be subject to the overall authority and control of the Builders in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular the Builders shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Builders shall be liable to pay only the municipal taxes, at annuals, in respect of the unsold premises. Even after the Builders developing the entire said Property, the Builders shall continue to have right to sell and/or dispose off the remaining unsold Premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Builders and the Purchaser of such remaining Premises shall be accepted as members of such Society/Association or Limited Company. The Builders in that case shall

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not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society/Association or limited Company, save and except the municipal taxes at the actual, membership fee, share money and entrance fee per member for such remaining unsold Premises.

22. It is also agreed by the Purchaser that the Builders will be entitled to the refund of the Municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold Shops, units, premises and parking spaces, if the Builders have paid the same in respect of the Shops, units, premises and/or parking spaces which are not sold and disposed,
23. The Apex Body and/or Organization shall function as per the rules and regulations framed by the Builders. All the development potential of the said Property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Builders (subject to clause 11 (o) and the Builders shall always be entitled to utilize and exploit the same on the said Property or any part thereof and/or upon the buildings constructed thereupon in such manner as they deem fit;
24. In the event of the Society being formed and registered before the sale and disposal by the Builders of all the Shops/premises in the Building, the power and authority of the society so formed or that of the Purchaser and the purchasers of other premises in the Building shall be subject to the overall authority and control of the Builders in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular the Builders shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Builders shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. In case the Society is formed before the disposal by the Builders of all the Shops/premises then the Builders shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Society shall admit such Purchaser as the member/s without charging any premium or extra payment .
25. The Purchaser shall pay/deposit with the Builders on or before taking the possession of the said Shop the following amounts:

SOCIETY CHARGES:

- i) Rs. 700/- towards Share Money
- ii) Rs. 87,840/- towards one year deposit maintenance charges (approx)



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**OTHER CHARGES :**

- 1) Rs. 5,000/- for formation of society & legal charges

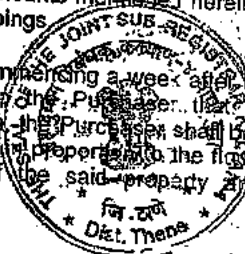
The maintenance charges mentioned hereinabove is tentative and is based on the Builders estimation of the expenses based on prevailing costs/charges. In case of increase in such costs or any additional costs not envisaged at present, becomes leviable in such case, the Builders shall demand for and the Purchaser shall pay his share of such increased costs without demur or any protest.

The Purchaser hereby agrees that he shall not be entitled to question either the quantum of such amount nor claim any interest thereon. It is further specifically agreed by the Purchaser that if any amount on account of Water Meter Deposit, Electricity Meter deposit, Development charges etc. is increased by the Concerned Authority till the Purchaser takes the possession of the said Shop from the Builders, then in such event, such differential amount (i.e. amount increase by the Concerned Authority less amount mentioned hereinabove) shall be borne & paid by the Purchaser. Further, if the Builders provide any amenity in the form of Club House or similar facility to all the Purchasers of the premises in the building/s to be constructed, the Builders shall be entitled to collect such additional sums in the form of Club House deposit or the Club House charges and also the maintenance costs in respect thereof and the Purchaser herein agrees to pay the proportionate cost as may be determined by the Builders in this regard.

The Builders shall utilise the sum of Rs. 5,000/- paid by the Purchaser to the Builders for meeting all legal costs, charges and expenses, including professional costs of the Attorneys at law/Advocates of the Builders in connection with the formation of the said Society or a Limited company as the case may be, preparing rules, regulations and byelaws and the cost of preparing & engrossing the lease /Conveyance.

26. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser hereby agrees to contribute to pay his proportionate share towards the costs, charges, expenses, Municipal Taxes and outgoings in respect of the said Shop being agreed to be sold hereunder. Such share is to be determined by the Builders having regard to the area of each premises. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, Municipal taxes and out goings.

27. (A) Commencing a week after the information in writing is given by the Builders to the Purchaser that the said Shop is ready for use and occupation, the Purchaser shall be liable to bear & pay the proportionate share (i.e. in proportion to the floor area of the Shop) of the outgoings in respect of the said property and building namely taxes, betterment



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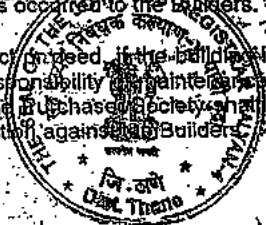
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charges or such other levies by the concerned local authorities and for Govt., water charges, insurance, common lights, repairs and salaries of clerks, watchmen, sweepers, and all other expenses necessary and incidental to the management and maintenance of the said property and the said building. Until the Society/Limited Company is formed and the said property and the said building transferred to it, the Purchaser shall pay to the Builders such proportionate share of outgoings as may be determined. The Purchaser further agrees that till his share is so determined he shall pay to the Builders provisional monthly contributions of Rs. 7,320/- (Approx.) per month towards the outgoings (subject to increase in the charges levied by the Concerned Authority). The Purchaser hereby agrees to be bound and liable to borne and pay such increased charges, if any, without any objection from the date of possession or from the date of letter of intimation by the Builders or from the period of increased charges, as the case may be. The amount so paid by the Purchaser to the Builders shall not carry any interest and remain with the Builders until the Deed of Conveyance/ Lease is executed in favour of the said Society as aforesaid. Subject to the Provisions of the Sec.6 of the MOF Act, on such lease /Conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Builders to the Society or the Limited Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of out goings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, the Builders shall not be required to pay proportionate share of the maintenance charges of the said Shop which are not sold and disposed off by the Builders.

(B) If, the Purchaser forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Purchaser, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Purchaser or their contractors, and / or the area is encroached upon by the Purchaser, such as extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Builders, due to which any financial loss and/or legal action is initiated against the Builders then Builders shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Purchaser/Society and the Purchaser/Society is liable to make good those losses/damages occurred to the Builders.

(C) Due to such act or deed, if the building is damaged, then Builders shall not take any responsibility for maintenance and repairs during defect liability period and the Purchaser/Society shall not object to the same or cannot initiate any action against the Builders.



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imposed by the Corporation and/or government and/or other public authority whether on account of change of user of the said Shop or otherwise;

- j. to bear and pay all the charges as and when demanded by the Builders in respect of the Water or any other facility, if any, supplied/provided by the Builders from outside resources till such facility provided/agreed to be provided by the Corporation/authority becomes fully functional
- k. to bear and pay all service tax, works contract tax, VAT etc and such other levies, if any, which may be imposed with respect to the construction on the Plot/Said property and/or any activity whatsoever related to the said Shop by the Corporation and/or State/Central/Government and/or Public Authority from time to time;
- l. not to let, sub-let, lease transfer, assign or grant on leave and license or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Shop until the Purchaser has obtained in writing, the consent of the Builders and all the dues payable by the Purchaser to the Builders under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and the Purchaser agrees to and adheres to all the terms and conditions imposed by the Builders in this regard;
- m. The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the rules therein and for the observance and performance of the building premises, regulations and by-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupations and use of the said Shop/shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- n. till the management of the Building is handed over to the Society and/or the Apex Body, to allow the Builders, its surveyors and agents at all reasonable time to enter into or upon the Plot to view and examine the state and condition thereof;
- o. not to change the external colour scheme or the pattern of the colour of the Building;
- p. not to change the external elevation or the outlay of the Building;



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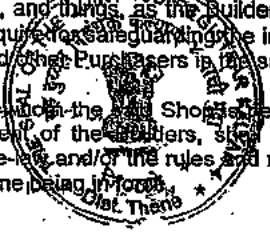


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- q. not to fix any grill to the Building or windows except in accordance with the design approved by the Builders;
- r. Till a Lease / Conveyance of the said building in which the said Shop is situated is executed as aforesaid, the Purchaser shall permit the Builders and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said property and the said building or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said building and/or the said Shop.
- s. Purchaser shall not do or suffer to be done anything on the Plot or the Building which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Builders in that behalf;

These covenants shall be binding and operative even after the formation of the society.

- 31. The Builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title and interest in the said property or any part thereof, hereditaments and premises and the buildings constructed or hereinafter to be erected thereon PROVIDED THAT the Builders do not in any way affect or prejudice the rights hereby granted in favour of the Purchaser.
- 32. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the said Shop in the said building, if any, shall belong exclusively to the respective purchaser of the said Shop and such terrace spaces are intended for the exclusive use of the respective purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builders or the Society as the case may be.
- 33. The Purchaser and the person to whom the said Shop is permitted to be transferred, shall from time to time, sign all applications, papers and documents and do all acts, deeds, and things, as the Builders or the Co-operative Housing Society may require for safeguarding the interest of the Builders and / or the Purchaser and other Purchasers in the said property.
- 34. The Purchaser and the person to whom the said Shop is permitted to be transferred with the written consent of the Builders, shall observe and perform all the provision of the bye-laws and/or the rules and regulations of the Co-operative Society for the time being in force.



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35. The Builders shall maintain a separate account of sums received by them from the Purchaser as advance or deposit, sums received on account of the share capital for the formation of the Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
36. It is expressly agreed and undertaken by the Purchaser that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Shop/premises allotted to him under these presents, the payment of such loan shall be made directly in the name of the Builders. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser availing such loan. However, on non-payment of such loan by the Purchaser, the recourse available to the financial institution would be only to such Shop/premises allotted and the Purchaser and not to the land and buildings belonging to the Builders. On financial institution agreeing to the above, the Builders shall be deemed to have granted its NOC to such Purchaser to raise housing loan only on the aforesaid condition and not otherwise.
37. The Purchaser hereby gives his express consent to the Builders to raise any loan against the said property and the building/s under construction and to mortgage the same with any bank or banks or any other parties. This consent is on the express understanding that any such loan liability shall be cleared by the Builders at its own expenses before the said Shop is handed over to the Purchaser.
38. The Builders shall if necessary become members of the said society in respect of their right and benefits conferred /reserved herein or otherwise. If the Builders transfer, assign and dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such assignees or transferees as members of the said society.
39. It shall be the obligation of the Society to become a member of the Apex Body as and when formed. The Apex Body and/or Organization shall function as per the rules and regulations framed by the Builders. All the development potential of the said property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Builders and the Builders shall always be entitled to utilize and exploit the same on the said property or any part thereof and/or upon the buildings constructed there upon in such manner as it deems fit.
40. The Apex Body of the Society/Organizations shall be formed by the Builders only after completion of development of the said Raunak City in all respect to look after the growth and maintenance of the infrastructure and common

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amenities and facilities of the said property and society/members shall contribute towards the same as & when demanded.

41. A Deed of Conveyance to be executed in respect of the Plot in favour of the Society or other documents in favour of the Society shall interalia contain the following:

a) the right of the Builders to sell or otherwise to transfer the additional construction by use of any future Floor Space Index or Transfer of Development Rights and to appropriate for the Builders the entire sale proceeds thereof and the obligation of the Organisation to admit such purchaser of the said Shop comprised in the new construction as its member without charging any additional amount;

b) the right of the Builders of full and complete access to the Plot for the aforesaid purpose.

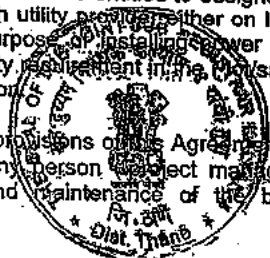
c) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Builders for safeguarding its overall interest in the said Property and the Building and

d) a covenant by the Purchaser to indemnify and keep indemnified the Builders against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

42. In the event of the Builders having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges etc. payable to any Sanctioning Authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser to the Builders in proportion to the carpet area wherever applicable of the said Shop or otherwise as may be determined by the Builders. Non payment of the same shall constitute a breach of this Agreement.

43. The Builders shall have the right to designate any space in the Plot / said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the Plot / said property. The Builders shall also be entitled to designate any space in the Plot / said property to such utility providers either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said property and the buildings constructed thereon.

44. Notwithstanding the other provisions of this Agreement, the Builders shall be entitled to nominate any person (project management agency) to manage the operation and maintenance of the building(s), and the



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infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the Builders). The Builders shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Purchaser on a pro rata basis as part of the development and common infrastructure charges referred to herein.

45. In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Builders or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Plot and common areas and facilities within the said property and buildings constructed thereon.
46. The Builders shall be entitled to construct site offices/sales lounge in the Plot and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Plot or any portion thereof is conveyed/ leased to the Society or the Apex Body and shall continue until the entire said property is developed.
47. The Purchaser shall present this Agreement for registration with the Sub-Registrar of Assurances at Kalyan within the time limit prescribed by the Registration Act and intimate to the Builders the Serial No. under which the same is lodged for registration and thereafter the Builders will attend such office and admit execution thereof.
48. All notices to be served on the Purchaser as Contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser by registered post A.D./under certificate of posting at his address specified below:

Mrs. Pooja P. Thakkar & Mrs. Chhaya K. Thakkar  
701/K4, Gokul Nagari, Nr. Mahavir Nagari, Wagle  
Nagar, Vadakpada, Kalyan (W)- 421301.

49. The registered office of the Builders is at Room No.26, 3<sup>rd</sup> floor, Kilachand Building, 200 Princes Street, Marine Lines, Mumbai- 400 002, however all correspondence shall be served on the Builders at the administrative address specified in the title clause.
50. The Builders, their nominees or assigns shall be entitled to reserve enjoy and/or grant or give the right of way and passage from the said property

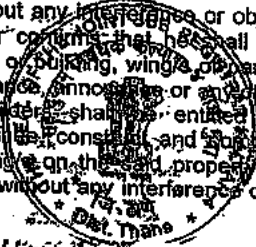
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Chhaya K. Thakkar

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५३/१३५

for the purpose of going to and coming from the other property including the plots of land which may be developed by the Builders or its nominees and assigns at all time of day or night and for all purposes with or without animals, carts, carriages, wagon, motor cars or any vehicle laden or unladen into, upon or over the said property at such places thereon as the Builders may decide and enjoy and/or to give right to lay the service lines including water/drainage pipes, drainage chambers, electric cables etc. in to under over or upon the said property at such places as the Builders may decide to any one or more persons occupants and/or persons claiming through them or him on such terms and conditions as the Builders may deem fit and the Purchaser and the said society to be formed shall be bound by the same and shall not raise any objection whatsoever. It is specifically confirmed agreed and declared by the Purchaser that he has agreed to purchase the said Shop knowing fully well such rights of the Builders which shall continue to subsist even after formation of the said society and execution of Leases and/or Conveyances in favour of the said society/federal body and necessary clause containing such rights shall be incorporated in the Leases and/or Conveyances to be executed in favour of the said society/federal body.

51. The Purchaser shall have no claim, save and except in respect of the said Shop, common areas and facilities and limits hereby agreed to be acquired i.e. all other areas including terrace and open spaces around the said building and the balance portion/s of the said property will remain the property of the Builders until the said property and buildings are transferred to the Society/Federal/ApexBody as herein provided subject to the rights of the Builders as contained in this Agreement.
52. The Purchaser shall, at no time, demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Purchaser that his such interest in the said Shop is impartable.
53. The Purchaser hereby expressly agrees and covenants with the Builders that in the event of all Floors (or the wings) of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Builders offering license to enter upon the said Shop to the Purchasers earlier than completion of all the floors and wings on the said property then and in that event the Purchaser has no objection to the Builders completing the construction of the balance Floor/s (or wings) or building on the said property without any interference or objection by the Purchaser. The Purchaser further confirms that he shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Builders on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Builders shall be entitled to either by themselves or through their nominee, construct and complete the said floor or floors or wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.



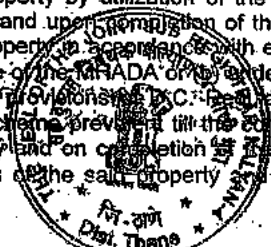
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P. P. Thakkar

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प्लान क्र. १२०६६ / १९८
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54. The Builders shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said Shop agreed to be purchased by the Purchaser.
55. The Purchaser is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same shall be borne and paid by the Purchaser alone including the penalty if any. The Builders shall not be liable to contribute anything towards the said stamp duty. The Purchaser shall indemnify the Builders against any claim from the stamp authorities or other concerned authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Builders. The Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Builders in consequence of any legal proceedings that may be instituted by the authorities concerned against the Builders for non-payment and /or under payment of stamp duty by the purchaser.
56. The price herein is based on the present ruling market price as of materials, labour and services. It is expressly agreed between the parties hereto that in the event of the cost of construction of the said buildings increasing by more than 20% by reason of the escalation in the cost of the construction materials, wages of labours etc., the Builders shall be entitled to an increment in the consideration to the extent of the increase in the cost of construction as aforesaid as may be certified by the Architect of the Builders, such additional consideration shall be payable proportionately by the Purchaser to the Builders along with unpaid balance consideration.
57. Nothing contained in this agreement shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever in to or upon the said property or the said building to be constructed thereon or any part thereof. The Purchaser shall have no claim save and except in respect of the said Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Builders until the said property and the said building is transferred to the society/limited company as herein before mentioned.
58. The project shall deemed to be completed upon the development of the said property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said property in accordance with either the proposed affordable Housing Scheme of the MHADA or under the present FSI plus TDR Scheme as per the provisions of the Regulations of the Corporation or under any other scheme prevalent till the completion of the development of the said property and on completion of the infrastructure and common areas and facilities of the said property and the sale of buildings or built-up areas



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therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and / or any other agreements made with purchasers and / or lessees, licensees, etc. and execution of conveyance deed in favour of the Apex Body/Federal Body.

59. Advocate for the Builders shall prepare and/or approve, as the case may be, deed of conveyance, in favour of the Society/Federal/Apex Body and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance and other documents and formation and registration of the Society shall be borne and paid by all the purchaser of the various premises in the Building and/or Society on its formation. Such amount shall be kept deposited by the Purchaser with the Builders at the time of taking the possession of the said Premises and shall, until utilisation, remain with the Builders.
60. The Purchaser acknowledges that the development of the Plot/Said property (including setting up of the infrastructure and common amenities and facilities) shall be in accordance with the scheme for development as may be modified from time to time in phases.
61. The Purchaser and the Society shall fully co-operate with the Builders in the matter of implementation of the scheme for development and the development of the Said property and the infrastructure and common amenities and facilities of the Said property without creating any obstruction or interference. The Purchaser has been put to the specific notice that during the course of the development there may be (a) a temporary suspension of common amenities and facilities (b) a temporary suspension of services and utilities (c) hardship and inconvenience to the Purchaser and the Organization and other organizations. The Builders shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf;
62. The Purchaser hereby acknowledges and confirms that the development of the Plot as contemplated herein is dependent on the phase wise grant of FSI and phase wise release of FSI by the Sanctioning Authorities and consequent phase wise sanction of plans by the Corporation. Therefore, the Builders will have to modify and alter the plans as per the grant of FSI by the Sanctioning Authorities, and the Purchaser will not object to the same as long as it does not adversely affect the structure of the building and the said Shop of the Purchaser and the area of the said Shop is not reduced.
63. The Purchaser will not claim demand for division of the Plot to be conveyed to the Society. It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development on the said property, the Purchaser and the society when



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P. P. Thakkar

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Chhayak Thakkar

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formed will not commit any breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated.

64. (A) The authorities have contemplated the transaction herein as the transaction eligible to VAT and service Tax. It is agreed between the Builders and Purchaser that the Purchaser is liable to bear and pay the VAT, Service Tax, interest and penalty (if any) payable in respect of the transaction of sale of the said premises between the Builders and the Purchaser under this Agreement. The Purchaser further agrees and confirms that the aforesaid obligation to pay any further or other amounts towards the VAT/Service Tax, interest and penalty by the Purchaser will be charge on the said Shop agreed to be purchased by the Purchaser. It is also agreed between the Builders and Purchaser that since the Purchaser is liable to bear and pay the VAT, Service Tax, interest and penalty (if any) payable in respect of the transaction of sale of the said Shop between the Builders and the Purchaser under this Agreement, if such amount is paid by the Builders or required to be paid by the Builders to the concerned authority, then in such event, the Purchaser shall be forthwith liable and responsible to reimburse such amount to the Builders upon receipt of written intimation from the Builders in that behalf. In case of delay, the Purchaser shall be liable to pay interest @ 24% p.a..

(B) Commencing a week after notice is given by the Builders to the Purchaser that the said Shop is ready for use, the Purchaser shall be liable to bear and pay all applicable taxes (including but not limited to service tax, VAT, any other future levies/taxes) and charges for sub-stations, cable costs, electricity and other service charges and the outgoings payable in respect of the said Shop (including the property taxes). The Purchaser agrees and binds himself to pay regularly every month, by the 5<sup>th</sup> of each month to the Builders until the conveyance of the Plot and the Building thereon is executed in favour of the society, the proportionate share that may be decided by the Builders for (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the Plot or the Building including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the Building including the said Shop and the amenities and facilities, common lights and other outgoings and maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the Plot or the Building. The amount so paid shall not carry any interest and remain with the Builders until the management is handed over to the Society and/or the Apex Body. In respect of any amount collected by any authority on such collection, the same shall be proportionately borne by the Purchaser. Such charges shall be paid by the Purchaser within seven days of the demand made by the Builders in respect thereof, irrespective of the date of actual physical possession by the purchasers.

(C) The Purchaser hereby declares that he has no right in respect of floor space index as notified by the KDMC/local authority in respect of the

*(Signature)*

P. P. Thakkar

*(Signature)*  
Chhayale Thakkar

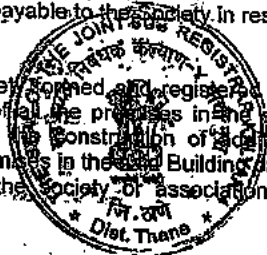


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said property and any other floor space index that may be sanctioned in future and be utilized for the development of the said property. The Purchaser further confirms that the Purchaser has No Objection and hereby gives his irrevocable consent to the Builders for utilizing additional FSI available either by way of TDR or by virtue of any amendment or modification in the prevailing building rules and regulations on the said property by the Builders and the Purchaser shall have no right on such additional area or any part or portion thereof and that the same shall be at the disposal of the Builders. The Purchaser hereby irrevocably grants permission to the Builders to fully develop the said property in the manner the Builders deem fit to develop and the Purchaser shall fully co-operate the Builders in fully developing the said property. The Purchaser further declares that the Builders are hereby permitted irrevocably to amend and/or modify the plans without affecting the said Shop.

(D) The Builders shall have absolute authority and control as regards the unsold premises, stilt, compounds, other spaces, hoardings and car parking spaces not allotted and the disposal thereof even after the full development of the said property. The Builders shall be liable to pay only the Municipal rates, taxes at actual in respect of the unsold premises, hoarding spaces and/or car parking spaces, terraces and the premises purchasers shall not demand any additional cost, charges and taxes from the Builders. At the discretion of the Builders, the Society which shall be formed shall admit the purchaser of the unsold premises from the Builders as members of such premises without charging any premium or any other extra payment. In such cases, the Society shall also not be entitled to charge any transfer premium upon execution of sale agreement by the Builders with such purchaser in respect of such unsold premises. In case, the Conveyance/Lease is executed in favour of the Co-operative Society before the disposal by the Builders of all the said premises then in such a case, the Builders shall join the Society as members holding such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Builders, the Co-operative Society shall admit as members, the Purchasers of such premises without charging any premium or any other extra payment and notwithstanding any dispute that may be existing between Builders and such Society. In the event such Co-operative Society refuses to admit the nominees of the Builders as Members of the said Society then in such event the Builders shall adopt legal proceedings with the Registrar of Co-operative Society and claim for cost from the Society by adopting legal proceedings in respect thereof. Pending such litigation the Builders and their nominees shall stop the payment of monthly outgoings payable to the Society in respect of the said premises.

(E) In the event of the Society formed and registered before the sale and disposal by the Builders of all the premises in the said Building as also before the completion of the construction of additional structures and/or sale and disposal of premises in the said Building, in the said Land, the powers and authority of the Society or association formed of the



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P. P. THAKKAR

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purchaser's in the said Building and the Purchaser of other premises shall be subject to the powers of Builders in all the matters concerning as also of the additional structures and all amenities pertaining to the same. In particular, the Builders shall have absolute authority and control as regards any unsold premises and the sale thereof.

(F) The Builders have informed the Purchaser and the Purchaser is aware that the Builders propose to form an Apex Body of all the co-operative Societies to be formed for all the said Tower Buildings to be constructed on the said property for the purpose of carrying out the maintenance, repairs and renovation of various infrastructure and common facilities items to be provided and comprised in the said property as layout conditions. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Co-operative Societies Act 1960 OR a company which shall be incorporated under the provisions of the Companies Act 1956 and the Builders shall incorporate the Apex Body as per its discretion. The Purchaser shall make his contribution as may from time to time be required to be made by the Society formed for the purpose of the said Building in which the premises agreed to be purchased by the Purchaser is located for enabling the society to pay its contribution to the Apex Body for the aforesaid purpose. The Purchaser shall at the time of taking possession of the said premises from the Builders pay to the Builders an amount as demanded by the Builders calculated upon built up area of the said premises which will be held by the Builders as an interest free deposit till the Apex Body is formed and constituted. The Builders shall not be liable to give or provide any accounts for such amounts accepted by it and shall hand over the sum to the Apex Body on formation of such Apex Body. On formation of the Apex Body the said deposit shall be handed to the Apex Body. The said deposit towards corpus fund shall be utilized by the Builders/Apex body for maintenance and management of the infrastructure facilities such as internal roads, main gate security, street lights, storm water drains, drainage system, sewerage treatment plant, gardens, security, indoor and outdoor recreational activities etc. In case it is so required the corpus may also be used by Apex Body at their discretion for the said purpose or for any one or more of them. In the event the amounts collected towards maintenance are not adequate to meet expenditure then and in that case, the Builders shall be entitled to collect further amounts from the Purchaser. It is however agreed that the Purchaser shall nevertheless also be strictly liable to pay monthly contributions to the Society as may be determined by the co-operative Society to the Apex Body as aforesaid. The said deposits to be paid by the Purchaser shall be in addition to the Purchaser price of the said premises and the other deposits payable by the Purchaser as specified in this Agreement.

(G) : The car parking space allotted herein is meant only for the purpose of the car parking.



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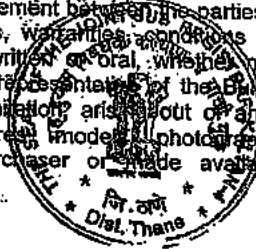
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65. Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.
66. Any amount paid by the Purchaser directly or through any family members / his company towards the instalment of the said Shop shall be treated as received from the Purchaser and the Purchaser shall obtain the confirmation from such member who has paid on behalf of the Purchaser. If Purchaser fails to produce such letter, then the Builders shall not be held responsible for the same, nor responsible for refund of the said amounts as received by the Builders.
67. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Builders shall not be construed as a waiver on part of the Builders of any breach or non-compliance of any terms and conditions of this agreement by the Purchaser, nor shall the same in any manner prejudice the rights of the Builders.
68. The Purchaser shall indemnify and keep indemnified the Builders and hold the Builders harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Builders directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Builders under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this agreement; (c) any injury to any property(ies), or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Shop and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the Restrictions regarding the use and/or occupation of the said Shop.
69. This Agreement and all annexure as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Builders, any agent, employee or representative of the Builders or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the

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P. P. Thakkar



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Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Shop between the parties hereto.

70. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
71. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.
72. The Purchaser hereby agrees and confirms that any liability, tax, duties or impositions including service tax, works contract tax, VAT etc. related to the construction on the Plot and/or any activity whatsoever related to the said Shop shall be due and payable by the Purchaser on a pro rata basis. The Builders shall have the right and be entitled to recover such amounts proportionately or otherwise if required by the law from the Purchaser and the Builders' decision in respect of the same shall be final and binding to the Purchaser.
73. All disputes or differences whatsoever which shall be any time thereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or the respective heirs, legal representatives, successors-in-title, transferred and assign (as the case may be touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to arbitration in accordance with the subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by the Builders. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Kalyan only.
74. The Purchaser shall bear the stamp duty and registration charges payable on this agreement. All costs, charges, and expenses in connection with the formation of the society as well as the costs of preparing and engrossing the lease deed, conveyance, stamp and registration charges thereof and all other documents, assignment deeds, transfer deeds or any other documents required to be executed by the Builders as well as the entire professional costs of the attorneys-at-law of the Builders in preparing and approving all such documents shall be borne and paid by the society or proportionately by all the premises purchasers in the said building. The stamp and registration charges and the entire professional costs of the advocate/scholar incidental to this agreement shall be borne



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P. P. Thakkar

*Chayak Thakkar*

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and paid by the Purchaser. The Builders shall not contribute anything towards such expenses. The shares of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand.

75. This agreement shall always be subject to the provisions of the MOF Act or any similar Act enacted hereinafter and the rules made thereunder.

**THE SCHEDULE ABOVE REFERRED TO :**

ALL THOSE pieces or parcels of land being immovable property situate, lying and being village Wadeghar Taluka Kalyan, District Thane, Registration District Thane and Sub District Kalyan and within the limits of Kalyan Dombivli Municipal Corporation & bearing following description :

Sr. No.	Survey No.	Hissa No.	Area (H-R-P)	Sq. Mtrs.
1	51	1	1-05-0	10500
2	53	4	0-23-3	2330
3	50	3/2	0-99-9	9990
4	51	7	1-57-0	15700
5	50	3/3	0-28-0	2800
6	53	1	1-37-1	13710
7	64	5	1-18-4	11840
8	65	2	0-02-0	200
9	65	Old 7 New 7/1	0-60-8	6080
10	66	Old Part New 2	0-91-0	9100
11	64	1/1	0-86-0	8600
12	64	4	0-69-8	6980
13	64	6	0-15-2	1520
14	65	1	0-01-0	100
15	65	4	0-04-0	400
16	65 (as per 7/12 extract)	9	0-53-9 0-53-6	5390 5360
17	64	Old 1/2 New 1/1	0-91-4	9140
18	64	7	0-12-1	1210
19	65	5	0-09-1	910
20	66	Old Part New 1	0-43-0	4300
21	51	5(Part)	0-35-0	3500
22	51	6	0-95-0	9500
23	65	3	0-03-0	300

पूरा

P. P. Thakkar

Chhayab Thakkar



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



SIGNED, SEALED AND DELIVERED  
by the withinnamed Builders  
M/S. RAUNAK CORPORATION  
through its Partners  
SHRI Vijay P Mody  
in the presence of ...

For Raunak Corporation

*[Signature]*

Partner/Authorised Signatory

1. Dinesh Shelavil *[Signature]*

2. Santosh Raut *[Signature]*



SIGNED, SEALED AND DELIVERED  
by the withinnamed Purchasers

1. Mrs. Pooja P. Thakkar

*[Signature]* P. P. Thakkar

2. Mrs. Chhaya K. Thakkar

*[Signature]* Chhaya K. Thakkar

in the presence of ....

1. Dinesh Shelavil *[Signature]*



2. Santosh Raut *[Signature]*



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RECEIPT

Received of and from the withinnamed Purchaser, a sum of Rs. 5,00,000/- (Rupees Five Lakh Only) in by cheque being the amount of part payment payable by the purchaser to us.

Cheque No. : 94086

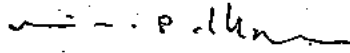
Dated : Oct 10, 2018

Drawn on : SVC Co-op. Bank Ltd.  
(subject to realisation of cheque).

Branch : Kalyan.

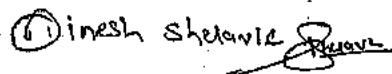
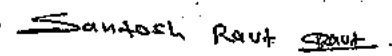
WE SAY RECEIVED

M/S. RAUNAK CORPORATION



PARTNER/AUTHORISED SIGNATORY

Witnesses

1.  Dinesh Shelavik
2.  Sandesh Raut



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**ANNEXURE - F**

There will be no negative impact on ambient noise levels during construction as well as operation phase. There will be no negative impact on ground water quality during construction phase. There will be positive impact on land use pattern due to landscaping and greening development. Plantation of trees and development of recreational area, surrounding area will have positive impact on overall land use.

4. The EAC after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations have recommended the grant of environmental clearance for the project mentioned above, subject to compliance with the EAP and other stipulated conditions. Accordingly, the Ministry hereby grants necessary environmental clearance for the project subject to the strict compliance with the specific and general conditions mentioned below.

**PART A: SPECIFIC CONDITIONS**

**1. Construction Phase**

- i. All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- ii. Soil and ground water samples will be tested to ascertain that there is no threat to groundwater quality by leaching of heavy metals and other toxic contaminants.
- iii. A First Aid Room will be provided at the project site both during construction and operation of the project.
- iv. Adequate drinking water and sanitary facilities should be provided for construction workers at the site. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- v. Disposal of mud, building scrap and material during construction phase should not cause any adverse effects on the neighboring communities and be deposited off taking the necessary precautions for general safety and health aspects of people.
- vi. Certain persons generating noise used during construction phase should be of "enclosed type" to prevent noise and should conform to rules made under Environment Protection Act 1986, prescribed for air and noise emission standards.
- vii. Ambient noise levels should conform to residential zone standards both during day and night when measured at boundary wall of the premises. Information on position zones on the ambient air and noise quality should be closely monitored during construction phase.
- viii. Vehicles used for bringing construction material at the site should be in good condition and should have valid pollution under check (PUC) certificate and to conform to applicable air and noise emission standards.

By Speed Post

No. 21-5172006-1A, J1  
 Government of India  
 Ministry of Environment and Forests  
 (A. Division)

Payto: Payee: Payee:  
 DDO Complex, Lokat Road  
 New Delhi-110003  
 Dated: July 11, 2007

M.S. M. Prabhakar,  
 Dy. G.I. Officer,  
 Marol, Bhamburda Highway,  
 Beharua P.O.,  
 Kalyan, W. Thane.



Subject: Environmental Clearances for construction of Residential and Commercial Complex at Proddur, Rajpet (W) Thane.

I am directed to refer to your application regarding environmental clearance for the above project under the EA Notification dated 26th June 2004. The above project has been approved as per prescribed procedure on the basis of the necessary documents received with the application viz. Questionnaire, EA, EAP and the additional clarifications furnished in response to the observations of the Expert Appraisal Committee (EAC) constituted by the competent authority in its 14th meeting held on April 27, 25, 2007 and provisions under EA Notification 2006.

2. The project proponent is proposing for construction of residential and commercial shops at S. No. 25, 26, 27, 28, 29, 30, 31, 32, 33 (A), S.No. 34, 35, 36, 37, S.No. 38, H.No. 3/1, 1/2/1, 4/5, 6/7, S.No. 85, 1/1/No. 1, 2, 3, 4, 5, 7/1/5, S.No. 86, 1/1/No. 12, Thane, Maharashtra. The project consists of construction of 20 residential buildings and two commercial buildings for 2024 flats. The number of floors will vary from 8ft plus 18 to 18ft plus 20 for residential buildings and ground plus four floors and ground plus five floors for two commercial buildings. The total plot area is 1,40,270 sq.m. The total built up area as indicated is 1,90,213.20 sq.m. Total water requirement will be 2187 cu. m./day. Total wastewater generation from the complex will be 658 cu. m./day (STP capacity 2050 cu.m.). The total solid waste generated will be 7615 kg/day, which will be utilized by local municipal authority for energy production at Mahabamburda.

3. The EA report submitted along with the application predicts that the impact of the project on the air quality will be minor negative during construction phase.



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Rain water harvesting and ground water recharging shall be provided. The ground water levels and its quality should be monitored regularly in consultation with the Central Ground Water Authority, O & G, Gurgaon. The rain water should be treated to remove oil and grease from the surface run off and suspended matter shall be removed in a settling tank before its utilization for rainwater harvesting. The solid waste generated should be properly collected & segregated and used for energy production.

2. Hazardous waste including toxicous waste should be disposed of as per applicable Rules & norms with necessary approvals of the Maharashtra State Pollution Control Board.

3. The strictest design along the periphery of the plot shall achieve orientation factor conforming to the day and night rules mandatorily prescribed for residential and commercial areas. The plot should be totally landscaped and green with trees which shall be planted at regular intervals. The ground level should be periodically monitored after completion of the project.

4. The ground water levels and its quality should be monitored regularly in consultation with Central Ground Water Authority.

5. A Report on the energy conservation measures should be prepared incorporating details about building materials & technology, R & U Factors etc and submitted to the Ministry in three months time.

6. The shades of R & U for the building envelopes should meet the requirements of the hot & humid climate condition. Details of the building envelopes should be worked out and furnished in the form of a separate sheet.

7. Energy saving measures including installation of solar panels for lighting etc. in the building should be included in the technical part of the project design and should be in place before project commencement.

**PART - B. GENERAL CONDITIONS**

- i) The environmental safeguards stipulated in the conditions should be implemented in letter and spirit.
- ii) Provision should be made for the supply of terracotta or cooling tiles and pressure coppler to the labourers during construction phase.
- iii) All the labourers to be engaged for construction should be checked by the concerned authority for the presence of work permits.
- iv) A monthly monitoring report should be submitted to the Ministry and its Regional Office.
- v) Officers from the Regional Office of MOEF, Bhopal who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents / data by the project proponents during work inspection. A complete set of all the documents submitted to MOEF should be forwarded to the CCP, Regional Office of MOEF, Bhopal.
6. In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this authority.

ix. Construction spots including bituminous material and other hazardous materials must not be allowed to combinate watercourses and the dump sites for such material must be secured so that they should not seep into the ground water.

x. The big medical waste including hazardous waste generated during construction phase should be disposed of as per applicable Rules & norms with necessary approvals of the Maharashtra State Pollution Control Board.

xi. Regular supervision of the above and other measures for monitoring should be in place all through the construction phase so as to avoid disturbance to the surroundings.

xii. Under the provisions of Environment (Protection) Act 1986, legal action shall be initiated against the project proponent if it was found that construction of the project had started without obtaining environmental clearance.

**ii. Operation Phase:**

- i. The environmental clearance recommended to the project is subject to the specific conditions as follows:
  - a. Necessary permission or consent authority shall be taken to start diesel in the premises for operation of DG set.
  - b. Diesel power generating sets proposed as sources of back up power for lifts and common area lighting should be of enclosed type and conform to rules and regulations of the Ministry of Environment for 1986, prescribed for air and noise mitigation. They should be provided with suitable air and noise pollution control devices. Exhausts should be discharged by stack extending above the rooftop.
  - c. Cooling water should be measured at the boundary of the plant premises. The discharge should be at a level in compliance with the prescribed standards. The discharge should be at a level in compliance with the prescribed standards. The discharge should be at a level in compliance with the prescribed standards.
  - d. Water bodies in the vicinity of the plant should be provided to ensure natural drainage of rainwater in the area.
  - e. The discharge of effluents of adequate capacity should be provided and it should be certified by an independent expert for adequacy as well as efficiency and should submit a report in this regard to the Ministry before the project is commissioned for operation. The wastewater should be treated to the level of treatment needed for flushing of toilet and should not be discharged to the street drainage. If any such contravention is observed, the project would require a fresh appraisal by this authority.



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 दस्तक. 92000/196  
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The Ministry reserves the right to add additional safeguard measures. Subsequently, if found necessary and in take action including revoking of the environment clearance under the provisions of the Environment (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time bound and satisfactory manner.

3. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, State Forest Department, Wildlife Act 1972, CSE Rules etc. shall be obtained by project proponents from the competent authorities.

4. A copy of the environmental clearance letter would be marked to the local NGOs for their information.

10. The project proponent should advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded environment clearance and copies of clearance letters are available with the Maharashtra State Pollution Control Board and may also be seen on the website of the Ministry of Environment and Forests at [maharashtra.gov.in](http://maharashtra.gov.in). The advertisement should be made within 7 days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional office of the Ministry of State, Maharashtra.

11. These stipulations would be enforced among others under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1987, the Environment (Protection) Act, 1986 and the Public Liability (Insurance) Act, 1991.

12. The project authority will enter in to MOU with all buyers of the property to ensure operations and maintenance of the assets handed over to the society formed by the resident/owners of the buildings.

(K. C. RATHORE)  
 Additional Director (IA)  
 rathorek77@yahoo.com  
 Tele: 24360788

Copy to:

1. The Secretary, Department of Environment, Government of Maharashtra, New Administrative Building, 15th Floor, Opp. Maratha, Mumbai.
2. The Member Secretary, Maharashtra State Pollution Control Board, Kalpataru Fort, 3rd Floor, Near Son Circle, Opp. Cine Planet Cinema, Sion(E), Mumbai.
3. The COF, Regional Office, Ministry of Environment & Forests, Bhopal.
4. IA - Division, MOEF, New Delhi - 110001.
5. Guard file.

(K. C. RATHORE)  
 Additional Director (IA)



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## ANNEXURE -F1

F.No. 21-517/2006-IA III  
Government of India  
Ministry of Environment and Forests  
(IA-III Division)

Paryavaran Bhawan, CGO Complex,  
Lodi Road, New Delhi-110003.  
Dated: 4<sup>th</sup> May, 2012

To  
M/s Raunak Corporation  
Laxmi Narayan Residency  
Umathi Gardens III  
Opp Ma Niketan, Pokhran Road No. 2  
Thane(W)-400610

Sub: Construction of Residential and Utility shops "Mohan City" at Wadeghar Kalyan(W),  
Thane-Transfer of Environmental Clearance in favour of M/s Raunak Corporation-  
regarding.

Reference: 1. Your letter dated 29.4.2011.  
2. Your letter dated 7.8.2011 received in MOEF on 9.12.2011

Sir,

This has reference to your letters cited (1) & (2), I am directed to inform you that the Ministry of Environment and Forests hereby transfers the Environmental Clearance for the above project granted to M/s M.Properties vide letter No. 21-517/2006 dated 11.7.2007 in favour of M/s Raunak Corporation.

2. This is subject to the conditions stipulated in the aforesaid environmental clearance and any other conditions if stipulated in future for protection of environment would be fulfilled and abided by M/s Raunak Corporation.

3. All other terms and conditions of the Environmental Clearance letter no. 21-517/2006-IA.III dated 11.7.2007 remains unchanged.

This issues with the approval of Competent Authority.

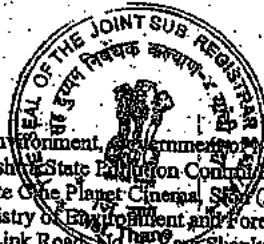
Yours faithfully,

  
(Lalit Kapur)  
Director

Copy to:

1. The Secretary, Department of Environment, Government of Maharashtra, Mumbai
2. The Member Secretary, Maharashtra State Pollution Control Board, Kalpru Point, 3<sup>rd</sup> Floor, Near Sion Circle, Opposite One Planet Cinema, Sion (E), Mumbai.
3. The CCF, Regional Office, Ministry of Environment and Forests, (Western Region), Kendriya Paryavaran Bhawan, Link Road, New Delhi-110003, New Shrikaner, Bhopal-462016.
4. IA Division, Monitoring Cell, MoEF, New Delhi-3.
5. Guard File.

(Lalit Kapur)  
Director



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## ANNEXURE -F2

**NKGSB** CO-OP. BANK LTD.  
(Multi-State Scheduled Bank)

Thane Neupada Branch, Ramesh Towers, Baji Prabhu Deshpande Marg, Neupada, Thane (West) - 400 602.  
Tel: 2637 0920 / 2637 0940 • Telex: 2637 0933 • Web: www.nkgsb-bank.com

REF:ADV/THN/LNM/613/2012-13



Estd. 1917

Date: 02.03.2012

To,  
M/s. Raunak Corporation  
Unnathi Garden, Phase III,  
Opp. Ma Niketan Pokharan Road No.2,  
Thane West

Sir/Madam,

Re: Loan Account - LNM/ 613

Sub: No.Dues Certificate

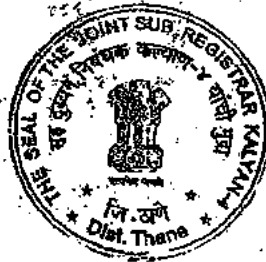
This is to certify that we had sanctioned Term Loan of Rs. 3000.00 lacs (Rupees Thirty Crore Only). The account is closed on 02.03.2013. There is No Outstanding Dues including interest, whatsoever as on date in the above Loan Account.

Also we have no objection for them, registering Indenture of Mortgage in favor of ICICI Bank Ltd.

Thanking You,

Yours faithfully,

  
OFFICE MANAGER,  
THANE NEUPADA BRANCH











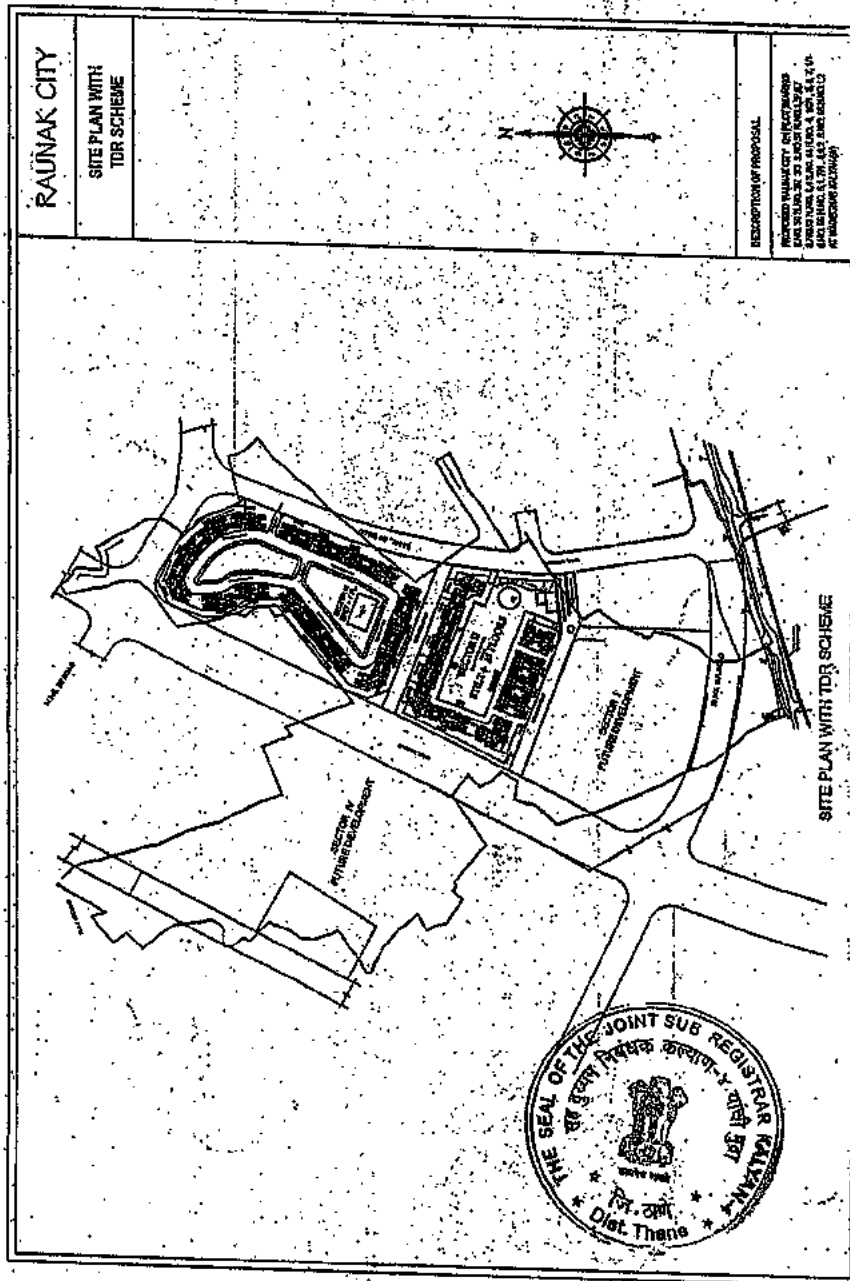






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# ANNEXURE H



कलन - ४
वस्तु क्र. १२००० / १९६
८६/३३५

## ANNEXURE - I

STRUCTURAL CONSULTANT  
CHARTERED ENGINEER  
VALUER

**R.C. TIPNIS**  
SE. CIVIL. 1112

SANURAJ G. V. SCHEME-2, MULLUND (E) 400 081. • TEL : 2163 4791 • 2163 4399  
• CELL : 98200 56799 • E-MAIL : rcipnis2007@rediffmail.com, rcipnis@gmail.com.

Ref: 1928/CV/51

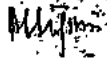
### TO WHOM SO EVER IT MAY CONCERN

- 1) Name of project: Raunak city  
Bld type: B1, B2, B3, B4, B5, B6, B8, B9, B10, B11.  
Bld type: C1, C6, C7, C8, C9, C10, C11, C12, C13,  
C14, C15, C16, C17.
- 2) Name of Company: Raunak Corporation
- 3) Land Details: S.No.50/3/2, 3/3, 51/1, 5P, 6, 7, 53/1, 4, 64/1/1  
1/2/1, 4, 5, 6, 7, 65/1, 2, 3, 4, 5, 7/1, 9, 66/1, 2, 3/1P
- 4) K.D.M.C approval: KDMC/NRV/BAP/KV/2013/14 dated  
details. 08/04/2013
- 5) Address: Village Wadeghar, Tal-Kalyan, Dist-Thane.

This is to confirm that structural design of above said building is done in accordance with IS 1893, IS 4326, and 13920 to resist seismic forces.

Thanking You,

Yours Faithfully,

  
R.C. Tipnis.  
Consulting Structural Engineer  
Regn. No. STR/13



Prattya M. Kulkarni  
Advocate High Court

Office : 45/91, Ranak Tower, B. P. D. Lane, off Gokhale Road, Nampal, Thane (W) Pin-400 602.

To,  
MS. RAUNAK CORPORATION,

Dear Sirs,

I. At your request, I have investigated the title of

(A) Sri Nityantrao Gait, Ghode; Sri Yashwantrao Balu Ghode alias Parvati Bai Datta Wagh, Sri, Dhanubhai Rami alias Kandasai Mahar; Sri Nandoo Krishna Ghode, Sri Tukaram Krishna Ghode; Sri. Sureshji Mohanji Ghode; Sri Chaitraman Motiram Ghode; Sri. Vasudasa Motiram Ghode, Sri. Bhardu Krishna Ghode; Sri. Jambhai alias Anandji Ghode; Sri. Yashwantrao Ghode; Sri. Gajanya Subhanrao Ghode; Sri. Sureshram Sham Mahadev; Sri Jayashankar Saktaram Ghode; Sri. Suresh Chaitram Pali (nee Miss Saras Saktaram Ghode); Sri. Chaitram Ghode; Sri. Manoj Malik Saktaram Ghode; Sri. Champabai Ashok Datta alias Bhoir; Sri. Manoj Medhan Chaudhari; Sri. Subhashbhai Laha; Sri. Yashwantrao Chaitram Chaudhari & others hereinafter referred to as "the First Owners") to the property described at Sr. No.1 in the Schedule hereunder written:

(B) Kanya Properties Private Limited hereinafter referred to as "the Second Owners") to the property described at Sr. Nos. 2, 4, 5 & 6 in the Schedule hereunder written:

(C) Sri. Vinayak Chaitram Ghode; Sri. Chander Madhavi; Sri. Usha Chandrakant Ghode alias Chaitram Ghode; Sri. Gajanya Subhanrao Ghode; Sri. Dhanubhai Bhoir; Sri. Rajes Dhanubhai Bhoir; Sri. Deshmukh Bhoir; Sri. Manasa Deshmukh Bhoir; Sri. Satish Deshmukh Bhoir; Sri. Neeraj Deshmukh Bhoir; Sri. Chetan Deshmukh Bhoir; Sri. Anil Deshmukh Bhoir; Sri. Suresh Santosh Pali (nee Saras Saktaram Ghode); Sri. Manoj Chaitram Ghode; Sri. Manoj Chaitram Ghode & others hereinafter referred to as "the Third Owners") to the property described at Sr. Nos. 2 & 11 in the Schedule hereunder written:

(D) Kanya Properties Private Limited hereinafter referred to as "the Fourth Owners") to the property described at Sr. Nos. 7, 8, 9, 10, 16, 17, 18 & 19 in the Schedule hereunder written:

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(C) 237

# ANNEXURE - J

(E) Sri Bala Babu Padi and others hereinafter referred to as "the Fifth Owners") to the property described at Sr. No. 20 in the Schedule hereunder written;

(F) Sri. Manubhai Kumbharik Jadhav and others hereinafter referred to as "the sixth Owners" & others and Sri. Tulashram Shankar Jadhav & others hereinafter referred to as "the Sixth Owners") to the property described at Sr. Nos. 21 & 22 respectively in the Schedule hereunder written;

(G) Yourselves hereinafter referred to as "the Seventh Owners") to the property described at Sr. Nos. 12, 13, 14 & 15 in the Schedule hereunder written:

II. I have caused searches to be taken at the office of the Sub Registrar of Assurances at Kalyan & Dombivli for the last 30 years. I have perused the documents of title and Revenue Record. I have also issued public Notice in respect of the property described in the Schedule hereunder written in Social, Free Press Journal on 09/12/2010 & in Timespanner on 10/12/2010 and invited objections and/or claims from the persons having and/or claiming any share, right, title and interest in the property described therein in response to the said public notice. I have not received any legal claim or objection.

III. On perusal of the above, it appears that:

- 1) The First Owners are the owners of all the pieces and parcel of land bearing Survey No. 51 Hissa No. 1 measuring 10500 sq. mtrs. lying being and situate at Village Wadgaon, Taluka Kalyan, District Thane, hereinafter referred to as "the said first plot" and more particularly described at Sr. No. 1 in the Schedule hereunder written;
- 2) by and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 3172/1996, Sri Narayan Gaju Ghode & 15 others with the consent and knowledge of Sri. Rajmohi Krishna Ghode & 8 others granted the development rights for and in respect of the said first plot to the Second Owners and for purchase thereof necessary Supplementary Agreement dated 02/04/2002 executed between the said Narayan Gaju Ghode & 29 others and Sri Nandoo Krishna Ghode & 45 others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 1742/2002. The Development Agreement dated 31/10/1996 & Supplementary Agreement dated 02/04/2002 are hereinafter collectively referred to as "the said First Agreement. After execution of the said Supplementary Agreement Sri Saktaram Krishna Ghode died intestate on 09/01/2003 leaving behind him his widow Sri. Tulasi, one son Gajanya and six daughters Sri. Saraswati Sitan Madhavi, Miss Jayantibai, Sri. Saras Chaitram Padi (nee Miss Saras Saktaram Ghode), Miss Aisha, Miss Malika & Sri. Champabai Ashok Datta alias Bhoir as his only legal heirs. The

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04/10/1996. viz. Supplementary Agreement dated 03/04/2002 are hereinafter collectively referred to as "the said Third Agreement".

7) Smt Tulshiram Gangaram Bhoir and others (hereinafter referred to as "the said Tulshiram & others") were the owners of all that piece and parcel of land bearing Survey No.50 Hissa No.3/3 measuring 2800 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described in the Schedule hereunder written, hereinafter referred to as "the said fourth plot".

8) by and under Development Agreement dated 11/04/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1864/2002 (hereinafter referred to as "the Fourth Agreement") the said Tulshiram & others granted the development rights in respect of the said fourth plot to the Second Owners at or for the consideration and upon the terms and conditions therein contained.

9) Smt. Barabhai Gajanan Mishra and others (hereinafter referred to as "the said Barabhai & others") were the owners of all that piece and parcel of land bearing Survey No.53 Hissa No.1 measuring 13710 sq.mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described in the Schedule hereunder written, hereinafter referred to as "the said fifth plot".

10) by and under Development Agreement dated 15/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3175/1996, the said Barabhai & others granted the development rights in respect of the said fifth plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 06/03/2002 executed between the said Barabhai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.7716/2002. The Development Agreement dated 15/10/1996 viz. Supplementary Agreement dated 06/03/2002 are hereinafter collectively referred to as "the said Fifth Agreement".

11) in pursuance to the First to Fifth Agreements, the respective owners of the said first to fifth plot have granted Powers of Attorneys (hereinafter collectively referred to as the said First POA's) in favor of the Second Owners authorizing them to do all the acts, deeds and matters for allround development of the above said first to fifth plots.

12) the said first plot, second plot, third plot, fourth plot and fifth plot are hereinafter collectively referred to as "the said first property".

13) by and under Development Agreement dated 26/07/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3413/2002 (hereinafter referred to as "the said Sixth Agreement"), the Second Owners granted and assigned the development rights in respect of the said first property to the Third Owners.

effect of death of Smt. Raghunath Krishna Ghode and Smt. Yashodai Sitaram Ghode are yet to be given in 7/13 Extract of the said first plot.

3) The Third Owners are the owners of all that piece and parcel of land bearing Survey No.53 Hissa No.4 measuring 2330 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane, hereinafter referred to as "the said second plot" and more particularly described at Sr. No.3 in the Schedule hereunder written.

4) by and under Development Agreement dated 04/12/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2171/1996, Smt Dinkar Bhoir and 5 others granted development rights in respect of the said second plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 22/08/2002 executed between the Second Owners and the said Smt. Dinkar Bhoir & 4 others which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.4263/2002. The Development Agreement dated 04/12/1996 viz. Supplementary Agreement dated 22/08/2002 are collectively referred to as "the said Second Agreement". Prior to the execution of the Supplementary Agreement, Smt. Janabai Kalya Bhoir died on 02/07/1999 leaving behind her three sons Dinkar, Deshmukh and Chandrakant and grandson Vishwanath Chandrakant alias Chander Madhavi & daughter Miss Usha Chandrakant Madhavi (decease) her only legal heirs and after execution of the Supplementary Agreement, the said Dinkar died intestate on 12/01/2003 leaving behind him his widow Smt. Sopibai and one daughter Miss Shilpa; the said Deshmukh died intestate on 09/11/2003 leaving behind him his widow Smt. Gulabai; two sons Smt. Satish & Chetan and two daughters Miss Manisha and Miss Neeraj and the said Chandrakant also died intestate on 11/07/2004 leaving behind him his widow Smt. Alka, two sons Smt. Sachin & Samir and one daughter Miss Sapana as his only legal heirs.

5) Smt. Motibai Pradip Kapse and others (hereinafter referred to as "the said Motibai & others") were the owners of all those pieces and parcels of land bearing Survey No.50 Hissa No.3/2 measuring 9990 sq. mtrs. & bearing Survey No.51 Hissa No.7 measuring 15700 sq. mtrs. lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.3 & 4 in the Schedule hereunder written, hereinafter collectively referred to as "the said third plot".

6) by and under Development Agreement dated 04/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.5360/1996, the said Motibai & others granted the development rights in respect of the said third plot to the Second Owners and in pursuance thereof necessary Supplementary Agreement dated 03/04/2002 executed between the said Motibai & others and the Second Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.1750/2002. The Development Agreement dated



*[Handwritten signature]*

*[Handwritten signature]*

Construction Company Private Limited, a Company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at Thana House, 2nd floor 111A, Nathul Parakh Marg Mumbai 400039 (hereinafter referred to as "the said TIA") at or for the consideration and upon the terms and conditions outlined therein.

14) In pursuance to the said Sixth Agreement, the Second Owners granted a Power of Attorney dated 08/07/2003. (hereinafter referred to as "the said first SPOA") in favour of the persons mentioned by the said TIA to do all acts, deeds, matters & things in respect of the said first property. The said first SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No.50/2003.

15) Shri Narayan Bahu Bhoir and others (hereinafter referred to as "the said Narayan & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.3 measuring 11,640 sq. mtrs. & Survey No.65 Hissa No.2 measuring 200 sq. mtrs. lying, being and situate at Village Wadephar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.7 & 8 in the Schedule heresunder written, hereinafter referred to as "the said sixth plot".

16) by and under Development Agreement dated 18/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.10591/997, the said Narayan & others granted development rights in respect of the said sixth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 22/04/2002 was executed between the said Narayan & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2025/2002. The Development Agreement dated 18/10/1996 & w. Supplementary Agreement dated 22/04/2002 are hereinafter collectively referred to as "the said Seventh Agreement".

17) Shri Sudam and others (hereinafter referred to as "the said Sudam & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.2 measuring 200 sq. mtrs. & Survey No.66 Hissa No.(7) measuring 2 sq. mtrs. lying, being and situate at Village Wadephar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.7 & 8 in the Schedule heresunder written, hereinafter referred to as "the said eighth plot".

18) by and under Development Agreement dated 28/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.10591/997, the said Sudam & others granted development rights in respect of the said seventh plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 22/04/2002 was executed between the said Sudam & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2393/2002. The Development Agreement dated 28/10/1996 & w. Supplementary Agreement dated 22/04/2002 are hereinafter collectively referred to as "the said Eighth Agreement".

19) The Third Owners are the owners of all that piece and parcel of land bearing Survey No.64 Hissa No.1A measuring 6600 sq. mtrs. lying, being and situate at Village Wadephar, Taluka Kalyan, District Thane, hereinafter referred to as "the said eighth plot" and more particularly described at Sr. Nos.11 in the Schedule heresunder written.

20) by and under Development Agreement dated 14/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3515/1996, Shri Dinkar Kailash Bhoir and 5 others granted for development rights in respect of the said Eighth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 08/05/2002 was executed between the said Gopalji Dinkar Bhoir & 12 others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.2329/2002. The Development Agreement dated 14/11/1996 & w. Supplementary Agreement dated 08/05/2002 are hereinafter collectively referred to as "the said Ninth Agreement".

21) Shri Dhanna Kashi Nijhar and others (hereinafter referred to as "the said Dhanna & others") were the owners of all those pieces and parcels of land bearing Survey No.64 Hissa No.4 measuring 6980 sq. mtrs, Survey No.64 Hissa No.6 measuring 1520 sq. mtrs., Survey No.65 Hissa No.1 measuring 100 sq. mtrs. & Survey No.65 Hissa No.6 measuring 400 sq. mtrs. lying, being and situate at Village Wadephar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.12 to 15 in the Schedule heresunder written, hereinafter referred to as "the said ninth plot".

22) by and under Development Agreement dated 30/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3546/1996, the said Dhanna & others granted development rights in respect of the said ninth plot to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 30/10/1996 is hereinafter referred to as "the said Tenth Agreement".

23) Shri Akash Vilhad Dant and others (hereinafter referred to as "the said Akash & others") were the owners of all that piece and parcel of land bearing Survey No.65 Hissa No.9 measuring 3390 sq. mtrs. lying, being and situate at Village Wadephar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos.16 in the Schedule heresunder written, hereinafter referred to as "the said tenth plot".

24) by and under Development Agreement dated 31/10/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No.3561/1996, the said Akash & others granted the development rights in respect of the said tenth plot to the Fourth Owners and in pursuance thereof necessary Supplementary Agreement dated 03/07/2002 executed between the said Akash & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan

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No. 331/2002 (hereinafter referred to as "the said Fourteenth Agreement") granted and assigned the development rights in respect of the said second property to the said TIA at or for the consideration and upon the terms and conditions contained therein.

32) in pursuance to the said Fourteenth Agreement, the Fourth Owners granted the Power of Attorney dated 03/07/2003 (hereinafter referred to as "the said second SPOA") in favour of the persons nominated by the said TIA to do all acts, deeds, matters & things in respect of the said second property. The said second SPOA is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No. 51/2003.

33) by a Development Agreement dated 12/04/2006 (hereinafter referred to as "the Fifteenth Agreement") made between the said TIA (hereinafter referred to as the Vendor) of the one part and Mr. M. Prasad, partnership firm, having office at Mohan Heights, Opp. Golden Park, Murbad, Bhivanoli Road, Kalyan (hereinafter referred to as "the said firm") (hereinafter referred to as the Developer) of the other part, the Vendor therein had agreed to grant to the Developer therein and the Developer therein had agreed to accept from the Vendor therein development rights in respect of the property in respect of the part of Phase I more particularly described in the Thirteenth Schedule thereunder written with right to consume PSI not exceeding 2,69,000 sq.ft. on the portion of Phase I being part of the said First & Second property, at and for consideration and upon the terms and conditions therein contained. The said Fifteenth Agreement is registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No. 2233/2006.

34) pursuant to the said Fifteenth Agreement, the said TIA had granted Power of Attorney dated 01/03/2006 in favour of the said Firm (hereinafter referred to as "the said Third POA"), to do all acts, deeds, matters & things in respect of the property described in the Schedule thereunder written. The said Third POA dated 01/03/2006 is also registered at the office Sub-Registrar of Assurances at Kalyan under Serial No. 15/2006.

35) the said firm through their Architects submitted the building plans in respect of the property described in the Thirteenth Schedule of the Fifteenth Agreement along with other documents to the Kalyan Dombivli Municipal Corporation (hereinafter referred to as "the Corporation") for approval and the same have been sanctioned by the Corporation vide V.P. No. 116-119 dated 13/07/2006;

36) the said firm also obtained Non-Agricultural Permission dated 16/12/2006 from the Collector, Thane in respect of the property described in the Annexure "A" annexed thereto subject to the terms and conditions therein contained;

37) the said firm also obtained (i) Commencement Certificate dated 30/03/2007 from the Corporation, (ii) Order bearing Consent No. ROVRO/PZ/PY/630 dated 26/02/2006 from the Maharashtra Pollution Control Board & (iii) Environmental

under Serial No. 331/2002. The Development Agreement dated 31/10/1996 (i/w. Supplementary Agreement dated 03/07/2003 are hereinafter collectively referred to as "the said Eleventh Agreement").

25) Sri. Tukaram Nago Dagutar and others (hereinafter referred to as "the said Tukaram & others") were the owners of all those places and parcels of land bearing Survey No. 64 Hissa No. 1/21 measuring 9460 sq. mtrs, Survey No. 64 Hissa No. 7 measuring 1218 sq. mtrs. & Survey No. 65 Hissa No. 5 measuring 910 sq. mtrs. lying, being and situate at Village Wadephar, Taluka Kalyan, District Thane and more particularly described at Sr. Nos. 17 to 19 in the Schedule hereunder written, hereinafter referred to as "the said eleventh plot".

26) by and under Development Agreement dated 04/11/1996 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 1060/1997, the said Tukaram & others granted the development rights in respect of said eleventh plot to the Fourth Owners and, in pursuance thereof, necessary Supplementary Agreement dated 29/07/2003 was executed between the said Tukaram & others and the Fourth Owners which is registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 437/2003. The Development Agreement dated 04/11/1996 (i/w. Supplementary Agreement dated 23/07/2003 are hereinafter collectively referred to as "the said Twelfth Agreement").

27) the Fifth Owners are the owners of all that photo and parcel of land bearing Survey No. 66 Hissa No. P measuring 4300 sq. mtrs, lying, being and situate at Village Padephar Taluka Kalyan, District Thane and more particularly described at Sr. No. 20 in the Schedule hereunder written, hereinafter referred to as "the said twelfth plot".

28) by and under Development Agreement dated 29/08/2002 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 446/2002, the Fifth Owners granted the development rights in respect of the said twelfth plot to the Fourth Owners at or for the consideration and upon the terms and conditions therein mentioned. The Development Agreement dated 29/08/2002 is hereinafter referred to as "the said Thirteenth Agreement".

29) in pursuance to the Sixth to Thirteenth Agreements, the respective owners of the said sixth to twelfth plots have granted Powers of Attorney (hereinafter collectively referred to as "the said second POA's") in favour of the Fourth Owners authorizing them to do all the acts, deeds and matters for effectual development of the above said sixth to twelfth plot.

30) the said sixth, seventh, eighth, ninth, tenth, eleventh & twelfth plot are hereinafter collectively referred to as "the said second property".

31) the Fourth Owners, by and under Development Agreement dated 26/07/2002, registered at the office of Sub-Registrar of Assurances at Kalyan under Serial





Clearance for construction from Government of India, Ministry of Environment and Forests (I.A. Division).

33) Despite obtaining Consentement Certificate, the said firm could not commence the construction of work in accordance with the plans sanctioned by the Corporation and therefore, on account of various breaches committed by the said firm, the said TIA through their Advocates & Solicitors' letter dated 23/09/2008 inter-alia terminated the said Fifteenth Agreement as well as the license granted to the said firm and have also taken over the possession from the said firm;

39) Subsequent to the said Fifteenth Agreement, the said firm approached the said TIA and requested their default and consequential loss and inconvenience caused to the said TIA. The firm also represented that abandonment and subsequent termination was not rightful but on account of circumstances beyond the control as there were certain differences and dispute amongst some of the parties, which were referred to Arbitration. They further informed the said differences and disputes between the partners of the said firm were settled and award came to be passed on 10/04/2008. In the said Award all the partners of the said firm accepted the termination of the said Fifteenth Agreement and it was further provided that the parties to follow up with the said TIA and try for reimbursement of expenses incurred by the said firm;

40) The Second Owners, meanwhile obtained the following Conveyances viz.

(i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.668/2010 from the said Mubtash & others in respect of the said third plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.664/2010 from the said Tubaram & others in respect of the said fourth plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.666/2010 from the said Mubtash & others in respect of the said fifth plot at or for the consideration and upon the terms and conditions therein mentioned;

(iv) The effect of the said conveyances both dated 29/12/2009 has been given and accordingly the rights of the Second Owners has been realized in the 7/12 extract in respect of the said third and fourth plots as Owners thereof and effect of Conveyance dated 29/12/2009 is yet to be given in 7/12 Extract of the said fifth plot;

41) The Fourth Owners, meanwhile also obtained the following Conveyances viz.

(i) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.663/2010 from the said Mubtash & others in respect of the said sixth plot at or for the consideration and upon the terms and conditions therein mentioned;

(ii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.709/2010 from the said Sultan & others in respect of the said seventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(iii) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.710/2010 from the said Tubaram & others in respect of the said eleventh plot at or for the consideration and upon the terms and conditions therein mentioned;

(iv) Deed of Conveyance dated 29/12/2009, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr.No.667/2010 from the said Alash & others in respect of the said tenth plot at or for the consideration and upon the terms and conditions therein mentioned;

(v) The effect of the said three Conveyances all dated 29/12/2009 has been given and accordingly the name of the Fourth Owners has been mutated in the 7/12 extract in respect of seventh, eleventh and tenth plots as Owners thereof and effect of one Conveyance dated 29/12/2009 is yet to be given in 7/12 Extract of the said sixth plot;

42) By an Agreement of Cancellation dated 06/04/2010 executed by and between the said firm and the said TIA, the parties thereto cancelled the said Fifteenth Agreement upon the terms and conditions therein contained. The said Agreement of Cancellation dated 06/04/2010, is registered with the Sub-Registrar of Assurances at Kalyan under Sr.No.3272/2010;

43) The said TIA have through their architects submitted revised/amended plans of nine buildings to the Corporation for approval and the same have been sanctioned by the Corporation on 14/10/2010 and further out of the said nine buildings, the Commencement Certificate dated 18/10/2010 in respect of four buildings has been issued by the Corporation subject to the terms and conditions therein contained;

44) Smt. Manohar Khandalkar Jadhav and others (hereinafter referred to as "the said Manohar & others") are the owners of the property bearing Survey No.51 Hissa No.5/P measuring 3500 sq. mtrs. situate, lying and being at village Wadachar Taluka Kalyan, District Thane and Shri. Tulshiram Shambhar Jadhav and others (hereinafter referred to as "the Sixth Owners") are the owners of the property bearing Survey No.51 Hissa No.6 measuring 9500 sq. mtrs. situate, lying and

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Schedule hereunder written along with other properties with a condition that in lieu of the said Deed, the said Manubai & others and the Sixth Owners shall grant, and assign the development rights of the said Thirteenth plot and the said Fourteenth plot in favour of the Second Owners by adjusting the amount of consideration received by them from the Second Owners and upon the terms and conditions therein contained. The said Deed is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No. 644/2006.

by a Development Agreement dated 26/10/2006 (hereinafter referred to as the said Seventeenth Agreement) executed by and between the Second Owners & others and the Sixth Owners therein referred to as the Owners of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Owners of the other part, (the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said thirteenth plot and the said fourteenth plot at or for the consideration and upon the terms and conditions therein contained. The said Seventeenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No. 644/2006;

pursuant to the said Seventeenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as the said Fifth POA) in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the said thirteenth plot and the said fourteenth plot respectively. The said Fifth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No. 568/2006;

by a Deed of Cancellation dated 22/05/2007 registered with the Office of Sub-Registrar of Assurances at Kalyan under Serial No. 4102/2007 on 13/06/2007 (hereinafter referred to as the said DOC), made and executed by and between the Second Owners therein referred to as Developers of the one part and Sri Dhruj Devanand Jadhav therein referred to as the Owner of the other part, the Owner therein confirmed and assured the said Seventeenth Agreement, thereby confirming the development rights of the Second Owners in respect of the said thirteenth plot upon the terms and conditions therein contained.

in pursuance of the said DOC, the said Dhruj Devanand Jadhav also executed an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Kalyan under Sr. No. 4103/2007 on 13/06/2007, in favour of the Second Owners in order to enable them to carry out all acts, deeds, matters and things in respect of the said thirteenth plot as mentioned therein.

by an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as the said Eighteenth Agreement) executed by and between the said TIA therein referred to as the Assignors of the First Part, the Second Owners therein referred to as the Confirming Party of the Second Part and themselves therein referred to as the Assignees of the Third Part, the Assignors

being at village Wadephar Taluka Kalyan, District Thane and more particularly described at Sr. Nos. 21 & 22 respectively in the Schedule hereunder written (hereinafter referred to as the said thirteenth plot and the said fourteenth plot respectively);

by a Development Agreement dated 26/11/1996 (hereinafter referred to as the said Sixteenth Agreement) executed by and between the Second Owners therein referred to as the Developers of the one part and the said Manubai & others and the Sixth Owners therein referred to as the Vendors of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the plot more particularly described at Sr. No. 22 in the Schedule hereunder written along with other properties for the consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No. 3694/1996;

pursuant to the said Sixteenth Agreement, the said Manubai & others and the Sixth Owners executed Power of Attorney (hereinafter referred to as the said Fourth POA) in favour of the persons nominated by the Second Owners to enable them to do all acts, deeds, matters and things for and in respect of the development of the plot more particularly described at Sr. No. 22 in the Schedule hereunder written along with other properties as contained therein. The said Fourth POA is registered with the Sub-Registrar of Assurances at Kalyan under Sr. No. 621/1996;

subsequent to the execution of the said Sixteenth Agreement, the parties therein were mutually agreed to cancel the said Sixteenth Agreement by executing into Deed of Cancellation and further decided not to act upon the said Sixteenth Agreement;

before execution of the said Deed of Cancellation of the said Sixteenth Agreement in respect of the plot described at Sr. No. 22 in the Schedule hereunder written along with other properties, the Second Owners by and under the said Sixth Agreement granted and assigned the development rights in respect of the property more particularly described in the Schedule hereunder written to the said TIA upon the terms and condition contained therein. In the said Sixth Agreement, the Second Owners in clause no. 3 on page no. 14 had agreed, to assign, the development rights in respect of the said Thirteenth plot and the said Fourteenth plot to the said TIA as and when required from the said Manubai and others and the Sixth Owners;

by a Deed of Cancellation dated 26/10/2006 (hereinafter referred to as the said Deed) made between the said Manubai & others and the Sixth Owners therein referred to as the party of the first part and the Second Owners therein referred to as the party of the second part, the parties therein cancelled the said Sixteenth Agreement in respect of this plot more particularly described at Sr. No. 22 in the



with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said first property together with the benefits accrued to them in respect thereof on "as is where is" basis in pursuance of the heretofore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Eighteenth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No. 11892/2010.

55) pursuant to the said Eighteenth Agreement, the said TIA and the Second Owners have also executed two separate Power of Attorneys both dated 06/12/2010 (hereinafter collectively referred to as "the said Sixth POA") in favour of the persons nominated by you & the same are registered with the Sub-Registrar of Assurances at Kalyan under St. Nos. 346 & 347 respectively.

56) by an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as "the said Nineteenth Agreement") executed by and between the said TIA therein referred to as the Assignors of the First Part and Fourth Owners therein referred to as the Confirming Party of the Second Part and yourselves therein referred to as the Assignees of the First Part, the Assignors therein with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said second property together with the benefits accrued to them in respect thereof on "as is where is" basis in pursuance of the heretofore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Nineteenth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No. 11891/2010.

57) pursuant to the said Nineteenth Agreement, the said TIA and the Fourth Owners have also executed two separate Power of Attorneys both dated 06/12/2010 (hereinafter collectively referred to as "the said Seventh POA") in favour of the persons nominated by you & the same are registered with the Sub-Registrar of Assurances at Kalyan under St. Nos. 348 & 349 respectively.

58) by an Agreement of Assignment of Development Rights dated 06/12/2010 (hereinafter referred to as "the said Twentieth Agreement") executed by and between the said TIA therein referred to as the Assignors of the First Part and yourselves therein referred to as the Confirming Party of the Third Part and the Assignors therein referred to as the Assignees of the Third Part, the Assignors therein with the consent and knowledge of the said Confirming Party therein, in their turn agreed to entrust the development rights for and in respect of the said thirteenth part of the said plot (hereinafter collectively referred to as "the said third part") together with the benefits accrued to them in respect thereof on "as is where is" basis in pursuance of the heretofore mentioned Agreements to the Assignees therein and the Assignees therein have agreed to

acquire the same at and for the consideration and upon the terms and conditions therein contained. The said Twentieth Agreement is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No. 11892/2010.

59) pursuant to the said Twentieth Agreement, the Second Owners have also executed Power of Attorney dated 06/12/2010 (hereinafter referred to as "the said Eighth POA") in favour of the persons nominated by you & the same is registered with the Sub-Registrar of Assurances at Kalyan under St. Nos. 348;

60) you have also obtained Deed of Conveyance dated 24/12/2010, registered with the office of Sub-Registrar of Assurances at Kalyan under St. No. 12387/2010 from the said Dharma & others in respect of the said ninth plot and the effect of the said Deed of Conveyance dated 24/12/2010 has been given in 71/2 Exhibit of the said Ninth plot.

IV. As per the sanctioned Development Plan of the Corporation, the area admeasuring 344.26 sq. mtrs. is reserved for primary school and 259.50 sq. mtrs. for higher secondary school, area admeasuring 2294.75 sq. mtrs. is reserved for play ground and area admeasuring 15643 sq. mtrs. is reserved for D. P. Road comprising of 45 M. 30 M., 24 M., 18 M. & 15 M. wide road (hereinafter referred to as "the said reserved portion") out of the said first & second property.

V. In pursuance of the above cited Agreements, Power of Attorneys, Substituted Power of Attorneys and others, you are entitled to develop the said first, second and third property more particularly described in the Schedule hereunder written (hereinafter collectively referred to as "the said property") and have also sole and exclusive right to sell the flats and premises in the buildings to be being constructed on the said property.

VI. You have availed of Credit facility i.e. Term Loan of Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) from YESB Co-operative Bank Ltd. (hereinafter referred to as "the said Bank") upon the terms and conditions contained in the Sanction Letter dated 01/01/2011 of the said Bank.

VII. In pursuance of the said Sanction Letter dated 01/01/2011, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Bank, the Builders being Borrower have executed an Indenture of Mortgage dated 06/01/2011 (hereinafter referred to as "the said Deed of Mortgage") in favour of the said Bank and have created mortgage in respect of the said property therein referred to as its mortgaged property upon the terms and conditions contained therein.

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In view of the above, in my opinion, subject to (a) the compliance of the terms & conditions contained in the above referred various orders and permissions, (b) giving effect of two counterparts and resending the names of the Second Owners & the Fourth Owners in 712 Extracts of the said fifth & sixth plots respectively as stated hereinabove, (c) the mortgage created in favour of the said bank and (d) what has been stated hereinabove, the title of (i) the First Owners to the property described at Sr. Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17 in the Schedule herewith, (ii) the Third Owners to the property described at Sr. Nos. 2 & 11 in the Schedule herewith, (iii) the Fourth Owners to the property described at Sr. Nos. 7 to 10 & 16 to 19 in the Schedule herewith, written and (iv) the Seventh Owners to the property described at Sr. Nos. 12 to 19 in the Schedule herewith, is marketable and free from encumbrances.

THE SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land being immovable property situate, lying and being in the village of Walsagar, Taluka Kalyan, District Thane, Registration District Thane and within the limits of Kalyan Dombivli Municipal Corporation, are being dealt with as follows:

Sr. No.	Survey No.	Class No.	Area (Sq. Ft.)	Sr. Mrs.
1	51	1	1-05-0	19500
2	53	4	0-23-3	2350
3	50	3/2	0-59-9	2998
4	51	2	1-57-0	15700
5	50	3/2	0-23-0	2800
6	53	1	1-37-1	13710
7	64	5	1-18-4	11840
8	65	2	0-02-0	200
9	65	Old Part 7/1 New 7/1	0-65-8	6080
10	66	Old Part 2 New 2	0-91-0	9100
11	64	7/1	0-86-0	8600
12	64	4	0-69-8	6980
13	64	6	0-15-2	1520
14	65	1	0-01-0	100
15	65	4	0-04-0	400
16	65	9	0-51-9	5190
	(as per 712 extract)		0-53-6	5360
17	64	Old 1/2 New 1/2	0-91-4	9140

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18	64	7	0-12-3	1210
19	65	5	0-08-1	910
20	66	Old Part 1	0-49-0	4900
21	51	5 (Part)	0-35-0	3500
22	51	6	0-95-0	9500

Dated this 28th day of January, 2011.

Yours faithfully,  
Vaswans M. Kulkarni  
Advocate



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 दस्त क्र. 92066/190  
 007554

ANNEXURE -K

श्री. अ. क्र. 9 स. 12

क्र.सं.	विवरण	प्रमाण	दिनांक
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16 JUL 2011

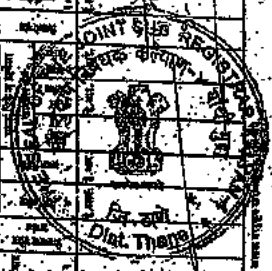
श्री. अ. क्र. 9 स. 12

क्र.सं.	विवरण	प्रमाण	दिनांक
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Handwritten notes and signatures are present in the margins and between rows.

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18 APR 2012



कलन - ४  
 वस्तु क्र. १२०७०० / १८  
 ८८/३३५

श्री. विजय पी. मोदी  
 श्री. राजन एम  
 नरिन्द्र से रीनक  
 कागारवान, तर्फ  
 भागीदार

क्र. सं.	व्यक्ति का नाम	पता	व्यक्ति का पता
१	श्री. विजय पी. मोदी	१-३७-०	१-३७-०
२	श्री. राजन एम	१-३७-०	१-३७-०
३	नरिन्द्र से रीनक	१-३७-०	१-३७-०
४	कागारवान, तर्फ	१-३७-०	१-३७-०
५	भागीदार	१-३७-०	१-३७-०

क्र. सं.	व्यक्ति का नाम	पता	व्यक्ति का पता
१	श्री. विजय पी. मोदी	१-३७-०	१-३७-०
२	श्री. राजन एम	१-३७-०	१-३७-०
३	नरिन्द्र से रीनक	१-३७-०	१-३७-०
४	कागारवान, तर्फ	१-३७-०	१-३७-०
५	भागीदार	१-३७-०	१-३७-०

श्री. विजय पी. मोदी  
 श्री. राजन एम  
 नरिन्द्र से रीनक  
 कागारवान, तर्फ  
 भागीदार

क्र. सं.	व्यक्ति का नाम	पता	व्यक्ति का पता
१	श्री. विजय पी. मोदी	१-३७-०	१-३७-०
२	श्री. राजन एम	१-३७-०	१-३७-०
३	नरिन्द्र से रीनक	१-३७-०	१-३७-०
४	कागारवान, तर्फ	१-३७-०	१-३७-०
५	भागीदार	१-३७-०	१-३७-०

क्र. सं.	व्यक्ति का नाम	पता	व्यक्ति का पता
१	श्री. विजय पी. मोदी	१-३७-०	१-३७-०
२	श्री. राजन एम	१-३७-०	१-३७-०
३	नरिन्द्र से रीनक	१-३७-०	१-३७-०
४	कागारवान, तर्फ	१-३७-०	१-३७-०
५	भागीदार	१-३७-०	१-३७-०



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 १८ अप्रैल २०१२



**कलन - ४**  
 दस्ता क्र. १२०००/१९६  
 ३००/३३५

श्री. नीडमर  
 मन्त्र कल्याण

गांव सुभा सात (अधिकात अतिरिक्त पास)

सं. (१)	सं. (२)	सं. (३)	सं. (४)	सं. (५)	सं. (६)	सं. (७)	सं. (८)	सं. (९)	सं. (१०)
२	२	२	२	२	२	२	२	२	२
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८

श्री. रामानुजाम  
 वाडकर श्री. विमल  
 पिलाकर गोवि मे. राम  
 श्री. विमल नरक  
 श्री. विमल नरक

श्री. नीडमर  
 मन्त्र कल्याण

गांव सुभा सात (अधिकात अतिरिक्त पास)

सं. (१)	सं. (२)	सं. (३)	सं. (४)	सं. (५)	सं. (६)	सं. (७)	सं. (८)	सं. (९)	सं. (१०)
२	२	२	२	२	२	२	२	२	२
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८

श्री. रामानुजाम  
 वाडकर श्री. विमल  
 पिलाकर गोवि मे. राम  
 श्री. विमल नरक  
 श्री. विमल नरक



सं.	सं.	सं.	सं.	सं.	सं.	सं.	सं.	सं.	सं.
२	२	२	२	२	२	२	२	२	२
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८

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सं.	सं.	सं.	सं.	सं.	सं.	सं.	सं.	सं.	सं.
२	२	२	२	२	२	२	२	२	२
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८
२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८	२३८

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कॉल नं - ४  
 प्रस. क्र. १२०६०/१९८  
 १०४/१३५

श्री. निडिबक  
 जयपुर कुटीरवासी

गांव मुमुता सात (संविदात अर्पित कर)

सं. नं. ( )	संविदात क्र.	संविदात दिनांक	संविदात मूल्य	संविदात स्थिति	संविदात प्रकार	संविदात शर्तें
१०४/१३५	१३८०	१३/०५/१९८०	१००००/-	१३८०	१३८०	१३८०
१०४/१३५	१३८०	१३/०५/१९८०	१००००/-	१३८०	१३८०	१३८०

श्री. निडिबकी भोरी  
 श्री. निडिबक राम  
 अरिद्वार में रीमिट  
 कायदागत गांव  
 भागीदार  
 १३८०

सं. नं. ( )	संविदात क्र.	संविदात दिनांक	संविदात मूल्य	संविदात स्थिति	संविदात प्रकार	संविदात शर्तें
१०४/१३५	१३८०	१३/०५/१९८०	१००००/-	१३८०	१३८०	१३८०

श्री. निडिबक  
 जयपुर कुटीरवासी

गांव मुमुता सात (संविदात अर्पित कर)

श्री. निडिबकी भोरी  
 श्री. निडिबक राम  
 अरिद्वार में रीमिट  
 कायदागत गांव  
 भागीदार  
 १३८०

१.८.२०१२

श्री. निडिबक  
 जयपुर कुटीरवासी

गांव मुमुता सात (संविदात अर्पित कर)

सं. नं. ( )	संविदात क्र.	संविदात दिनांक	संविदात मूल्य	संविदात स्थिति	संविदात प्रकार	संविदात शर्तें
१०४/१३५	१३८०	१३/०५/१९८०	१००००/-	१३८०	१३८०	१३८०
१०४/१३५	१३८०	१३/०५/१९८०	१००००/-	१३८०	१३८०	१३८०

श्री. निडिबकी भोरी  
 श्री. निडिबक राम  
 अरिद्वार में रीमिट  
 कायदागत गांव  
 भागीदार  
 १३८०

सं. नं. ( )	संविदात क्र.	संविदात दिनांक	संविदात मूल्य	संविदात स्थिति	संविदात प्रकार	संविदात शर्तें
१०४/१३५	१३८०	१३/०५/१९८०	१००००/-	१३८०	१३८०	१३८०

श्री. निडिबक  
 जयपुर कुटीरवासी

गांव मुमुता सात (संविदात अर्पित कर)

श्री. निडिबकी भोरी  
 श्री. निडिबक राम  
 अरिद्वार में रीमिट  
 कायदागत गांव  
 भागीदार  
 १३८०

१.८.२०१२



१.८.२०१२

गाव नमुना सात (संकेत भासिकर फार)

गाव नमुना सात (संकेत भासिकर फार)

स. नं. ( )

संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक

1) श्री. राजेंद्र, राजेंद्र  
2) श्री. विनायक, विनायक  
3) श्री. राजेंद्र, राजेंद्र  
4) श्री. विनायक, विनायक

संस्थापक (संकेत भासिकर फार)

स. नं. ( )

संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक

1) श्री. विनायक, विनायक  
2) श्री. राजेंद्र, राजेंद्र  
3) श्री. विनायक, विनायक  
4) श्री. राजेंद्र, राजेंद्र

संस्थापक (संकेत भासिकर फार)

गाव नमुना सात (संकेत भासिकर फार)

संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक

गाव नमुना सात (संकेत भासिकर फार)

संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक
संस्थापक	संस्थापक	संस्थापक	संस्थापक

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दस्ता क्र. 920 6-6/96  
204/334

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क स न - ४  
दस्ता क्र. १२०७७ १९८  
२०६५५३५

श्री. नाडकर  
राज कुलकर्णी

गांव खुर्सा सात (सहकार्य अधिनियम १९५६)

श्री. ना. नाडकर	राज कुलकर्णी
पिता/पति का नाम	श्री. राज कुलकर्णी
पत्नी का नाम	श्री. राज कुलकर्णी
पिता/पति का पता	श्री. राज कुलकर्णी
पत्नी का पता	श्री. राज कुलकर्णी
पिता/पति का जन्म तिथि	श्री. राज कुलकर्णी
पत्नी का जन्म तिथि	श्री. राज कुलकर्णी
पिता/पति का पेशा	श्री. राज कुलकर्णी
पत्नी का पेशा	श्री. राज कुलकर्णी
पिता/पति का धर्म	श्री. राज कुलकर्णी
पत्नी का धर्म	श्री. राज कुलकर्णी

क्र.सं.	विवरण	दिनांक	प्रमाण
१	...	...	...
२	...	...	...
३	...	...	...

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श्री. नाडकर  
राज कुलकर्णी

गांव खुर्सा सात (सहकार्य अधिनियम १९५६)

श्री. ना. नाडकर	राज कुलकर्णी
पिता/पति का नाम	श्री. राज कुलकर्णी
पत्नी का नाम	श्री. राज कुलकर्णी
पिता/पति का पता	श्री. राज कुलकर्णी
पत्नी का पता	श्री. राज कुलकर्णी
पिता/पति का जन्म तिथि	श्री. राज कुलकर्णी
पत्नी का जन्म तिथि	श्री. राज कुलकर्णी
पिता/पति का पेशा	श्री. राज कुलकर्णी
पत्नी का पेशा	श्री. राज कुलकर्णी
पिता/पति का धर्म	श्री. राज कुलकर्णी
पत्नी का धर्म	श्री. राज कुलकर्णी



क्र.सं.	विवरण	दिनांक	प्रमाण
१	...	...	...
२	...	...	...
३	...	...	...

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गांव सुभुना सात (सौकर/समिती/सत)

अ. नोटिस

सुभुना

क्र.सं.	सुभुना	सुभुना	सुभुना
१	१	१	१
२	२	२	२
३	३	३	३
४	४	४	४
५	५	५	५
६	६	६	६
७	७	७	७
८	८	८	८
९	९	९	९
१०	१०	१०	१०

गांव सुभुना सात (सौकर/समिती/सत) < सुभुना >

क्र.सं.	सुभुना	सुभुना	सुभुना
१	१	१	१
२	२	२	२
३	३	३	३
४	४	४	४
५	५	५	५
६	६	६	६
७	७	७	७
८	८	८	८
९	९	९	९
१०	१०	१०	१०

गांव सुभुना सात (सौकर/समिती/सत)

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गांव सुभुना सात (सौकर/समिती/सत)

गांव सुभुना सात (सौकर/समिती/सत)

अ. नोटिस

सुभुना

क्र.सं.	सुभुना	सुभुना	सुभुना
१	१	१	१
२	२	२	२
३	३	३	३
४	४	४	४
५	५	५	५
६	६	६	६
७	७	७	७
८	८	८	८
९	९	९	९
१०	१०	१०	१०

गांव सुभुना सात (सौकर/समिती/सत)

क्र.सं.	सुभुना	सुभुना	सुभुना
१	१	१	१
२	२	२	२
३	३	३	३
४	४	४	४
५	५	५	५
६	६	६	६
७	७	७	७
८	८	८	८
९	९	९	९
१०	१०	१०	१०

गांव सुभुना सात (सौकर/समिती/सत)

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गांव सुभुना सात (सौकर/समिती/सत)

कलन - 8  
 रस्त क्र 92060/190  
 908/934

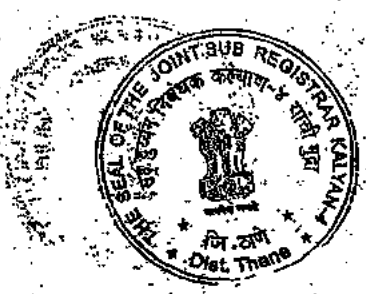


कल न - 8  
दस्ता क्र. 92064/86  
204/23H

क्रमांक	204	204	204
संख्या	1	1	1
विवरण	204/23H नर बाग को. 204/23H नर बाग को. 204/23H नर बाग		
आकार	0-0-0	0-0-0	0-0-0
विवरण	को. 204/23H नर बाग को. 204/23H नर बाग को. 204/23H नर बाग		

क्र.सं.	प्रमाणित	प्रमाणित	प्रमाणित	प्रमाणित	प्रमाणित	प्रमाणित	प्रमाणित	प्रमाणित
1	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H
2	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H
3	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H	204/23H

5 AUG 2012





कल्याण डोंबिवली महानगरपालिका, कल्याण.

क ल न - ४  
दस्त.क्र. १२०६७१९८  
५०२६३३५

मानव संसाधन प्रशासना मंडळ

(प्रकार क्र. ०१) दि. ०१/०५/२०१४ ते ०१/११/२०१४

जा.क्र.कडोडा/नरवि/श्री/कवि/१२  
दिनांक- २५/११/२०१४

प्रति,  
महानगर प्रशासना व नवविद्या कॉन्स्ट्रक्शन कॉ.प्रॉ.लि.  
व्याज-श्री.आर.श्री.जोष (शास्त्र), जाणे  
सुबकरल इन्फिनिटर :- श्री.आर.श्री.डिपाजी

संस्थापक श्री.आर.श्री. जोष यांचे दि.०२/०५/२०१४ चे अर्जावर दाखल देण्यात येतो की, त्यांनी कल्याण डोंबिवली महानगरपालिका इच्छित कर.क्र.५०२३/२३/१४, ५४/१४, ५५/१४, ५६/१४, ५७/१४, ५८/१४, ५९/१४, ६०/१४, ६१/१४, ६२/१४, ६३/१४, ६४/१४, ६५/१४, ६६/१४, ६७/१४, ६८/१४, ६९/१४, ७०/१४, ७१/१४, ७२/१४, ७३/१४, ७४/१४, ७५/१४, ७६/१४, ७७/१४, ७८/१४, ७९/१४, ८०/१४, ८१/१४, ८२/१४, ८३/१४, ८४/१४, ८५/१४, ८६/१४, ८७/१४, ८८/१४, ८९/१४, ९०/१४, ९१/१४, ९२/१४, ९३/१४, ९४/१४, ९५/१४, ९६/१४, ९७/१४, ९८/१४, ९९/१४, १००/१४ या माली-आदेशात येथे महानगरपालिका सनिकटील बांधकाम परवानगी जावक क. क्र.०६०५/नरवि/कवि/२०१३-२४/१०, दि.०६/०४/२०१३ अन्वये मंचार कोठेल्या नकाशे प्रमाणे विद्याध/बांधिलक बाग बांधकाम पूर्ण केले आहे.

सुदूर त्यांना सोपवक नकाशेमध्ये दिल्या गेलेले दुसरी पाहविल्याप्रमाणे तसेच जाहील अटीवर बांधकामची बांध प्रस्तावणी देण्यात येत आहे.

क्र.सं.	मजला	प्रकार क्र. 'श्री १' ते 'श्री ४' (एकत्रित)	प्रकार क्र. 'श्री १' ते 'श्री १०' (एकत्रित)	प्रकार क्र. 'श्री ११'
१)	एक मजला	दिवळ, ०५ सोसायटी ऑफिस	दिवळ, ०२ सोसायटी ऑफिस	दिवळ १, ०३ दुकाने, ०२ सोसायटी ऑफिस
२)	पहिला ते सहावा मजला	१६ सदनिका (प्रत्येक मजल्यावर)	१२ सदनिका (प्रत्येक मजल्यावर)	०६ सदनिका (प्रत्येक मजल्यावर)
३)	आठवा मजला	१३ सदनिका	१० सदनिका	०५ सदनिका
४)	नववा ते बारावा मजला	१६ सदनिका (प्रत्येक मजल्यावर)	१२ सदनिका (प्रत्येक मजल्यावर)	०६ सदनिका (प्रत्येक मजल्यावर)
५)	तेरावा मजला	१६ सदनिका	१० सदनिका	०५ सदनिका
६)	चौदावा ते पंधरावा मजला	१६ सदनिका (प्रत्येक मजल्यावर)	१२ सदनिका (प्रत्येक मजल्यावर)	०६ सदनिका (प्रत्येक मजल्यावर)

- अटी-
- प्रतिष्ठात रस्ता वीकरणामार्फत जाण लागूचक ही इंधनकोला सामाजिक अंतर्गत कडोडा.म.पा.स विनामुल्य हस्तांतरित करची जाणेल.
  - मंथली ज्योतिषीत जाणेवर बांधकाम कोलाचे आदरुधक ते पूर्ण सुदक न देण येदुन जाणयात येईल.
  - जाणी पुजवा इपलन करुन देण्याची जाणवयाची जाणी मुलन सुधारणा कोडेपमंड महानगरपालिकेची उधार जाती.
  - जावक क.०६०५/नरवि/कवि/२०१३-२४/१०, दि.०६/०४/२०१३ या बांधकाम परवानगीनधील सर्व अटी आपणावर बंधनकारक राहतील.
  - का विभागाकडील पंढरकत दाखल जा.क्र.कडोडा/कवि/०२० दिनांक.१३/४/२०१४ अन्वये बाग बांधकाम पूर्णत्वाक दाखल देण्यात येत आहे.
  - कोलाचे मूदन आ.क्र. २२ या प्रस्तावाकडील २३५०.०० चौ.मी क्षेत्र विक्रीत कुलन रोडवर कडोडा.म.पा.स कडे हस्तांतरित कोलाशिवाय उतर येवणे चर्चेत असेल जाण जाती.

सहायक संचालक  
कल्याण डोंबिवली महानगरपालिका, कल्याण

- १) का निर्धारक व संकलक, कडोडा.म.पा., कल्याण
- २) प्रमाण क्षेत्र अधिकारी, 'क' प्रमाण कार्यालय, कडोडा.म.पा., कल्याण.



क ल न - ४  
दस्ता क्र. १२०६०/३८  
९९०/५३५



कलन - ४  
 दस्त. क्र. १२०६८/१८  
 २२१/२३५

कल्याण डोंबिवली महानगरपालिका कल्याण  
 नगरपालिका विभाग  
 पाप्य भाषाकानून प्रणालीचा पाठला  
 (प्रमाणित क्र. 'सी' २ ते 'सी' ५, 'सी' ८ व १० पुस्तकगळे करिता)

जा.क्र.कडोबपा/नवि/सीसी/कवि/०८१/१७  
 दिनांक - २३/७/२०१७

प्रति,  
 ये. धनंजय प्रौढीका व ने. दिवा कल्लकराम कं. प्रा. लि.  
 टाफ-सी.आर.प्रीत जवाहर, ठाणे (वास्तुशिल्पकार)  
 सधुकरनाथ हॉटेनिंगर - सी. आर. सी. टिपणीस.

वास्तुशिल्पकार सी. आर.प्रीत जवाहर, ठाणे यांचे दि. १२/०७/२०१७ चे अर्जाविरुद्ध घडवलेले देण्यात येतो की, त्यांनी कल्याण डोंबिवली महानगरपालिकेक इच्छीक सज. ५०/१/१, १/२, सज. ५१, दि. १, ७, ५१, ६, सज. ५३, दि. १, ४, सज. ५४, दि. ४, ६, १/२/१, ५, ७, १/१, सज. ५५, दि. ५, १, ७/१, ४, ६, १, सज. ५६, दि. २, १, ३/११, सी.सी. कडोब येथे महानगरपालिकेक धनिकेतील सुधित कथकनम परवानगी, जा.क्र.कडोबपा/नवि/बाप/कवि/२०१६-१४/१०, दि.०८/०४/२०१६ अन्वये मंजूर केलेल्या नकाशे प्रमाणे रचिवाय / वास्तुधन भाषाकानून पूर्ण केले आहे. उच्च न्याया कोबठच्या नकाशेप्रमाणे रचिवाय रचिवाय पुस्तकी वास्तुशिल्पकारांचे तसेच खासगी अदीकर भाषाकानूनची अपर परवानगी देण्यात येत आहे.

क्र.सं.	मजले	इमारत क्र. 'सी' २, 'सी' ४, 'सी' ५	इमारत क्र. सी ३	मल्टीपर्यंत होल	एकवित बांधीक क्षेत्र (चौ.मी.)
१	तक मजला	टिक्ट + १ सोपा. ऑफिस (प्रत्येकी)	टिक्ट + २ सोपा. ऑफिस	१ होल	-
२	पडिला मजला	६ सदनिका (प्रत्येकी)	६ सदनिका	-	८०६.६५
३	दुसरा मजला	६ सदनिका (प्रत्येकी)	६ सदनिका	-	८०६.६५
४	तिसरा मजला	६ सदनिका (प्रत्येकी)	६ सदनिका	-	८०६.६५
५	चौथा मजला	६ सदनिका (प्रत्येकी)	६ सदनिका	-	८०६.६५
६	पाचवा मजला	६ सदनिका (प्रत्येकी)	६ सदनिका	-	६२७.१७
७	सहावा मजला	६ सदनिका (प्रत्येकी)	६ सदनिका	-	८०६.६५
८	सातवा मजला	६ सदनिका (प्रत्येकी)	६ सदनिका	-	८०६.६५
	एकूण	१२३ सदनिका + ३ सोपा. ऑफिस	५२ सदनिका + १ सोपा. ऑफिस	१ होल	५५५५.१७ चौ.मी.

क्र.सं.	मजले	इमारत क्र. 'सी' ८	पुस्तकगळे	एकवित बांधीक क्षेत्र (चौ.मी.)
१	तक मजला	टिक्ट + १ सोपा. ऑफिस	१० पुस्तके	३३०.२२
२	पडिला ते चौथा मजला	६ सदनिका (प्रत्येकी)	-	८४०.८४
३	सहावा ते सातवा मजला	६ सदनिका (प्रत्येकी)	-	४२०.४२
४	महारा ठे नाण्या मजला	६ सदनिका (प्रत्येकी)	-	८४०.८४
५	चौथा ते पंधरावा मजला	६ सदनिका (प्रत्येकी)	-	४२०.४२
६	पाचवा + अठरावा + तेरावा मजला	५ सदनिका (प्रत्येकी)	-	५१७.८०
	एकूण	८७ सदनिका + १ सोपा. ऑफिस	१० पुस्तके	३३१०.५४ चौ.मी.

सहाय्यक संचालक, नगरपालिका  
 कल्याण डोंबिवली महानगरपालिका, कल्याण  
 ३२




कलन - ४  
 दात क्र. २००६/३८  
 ३३२/३३५

- १ -

मदी -

- १) भविष्यात रस्ता वंदीकरणासाठी जाणू लागल्यास ते इमारतीच्या सामासिक अंतर्गतून काढीमधून विनामुल्य हस्तांतरित करावी लागेल.
- २) मंजूरी अतिरिक्त आगेकड संश्लेषण केल्याचे आढळून आल्यास पूर्वी सुचना न देता सोदून घ्याव्यात येईल.
- ३) याची भूखंडा उपलब्ध करून देण्याची जबाबदारी याणी भूखंडा सुधारणा बोर्डाला पर्यंत मद्रासपालिकेची दख्खार नाही.
- ४) जा.क्र.कडोमपा/नरवि/खोर/कावि/२०२३-२४/१०, दि. २८/०४/२०१३ या संश्लेषण परवानगी मधील सर्व अटी आपणावर बंधनकारक राहतील.
- ५) जा.क्र. २२ 'खेळणे मैदान' या प्रस्तावामुळे २२५०.०० चौ.मी. क्षेत्र विकतलीत करून घेतल्यार का.२०१३.५५. कडे हस्तांतरित केव्हापरिचाय खदर क्षेत्राचे चटई क्षेत्र अमुकच होणार नाही.
- ६) मंजूर विकास योजनातील रस्त्यांनी बांधित क्षेत्र काढीमधून घेणे बंद करून अंतिम योग्यता प्रमाणपत्र अद्य करण्यापूर्वी त्याची नोंद केलेले ७/१२ चदरें खदरें आपणावर बंधनकारक राहिल.

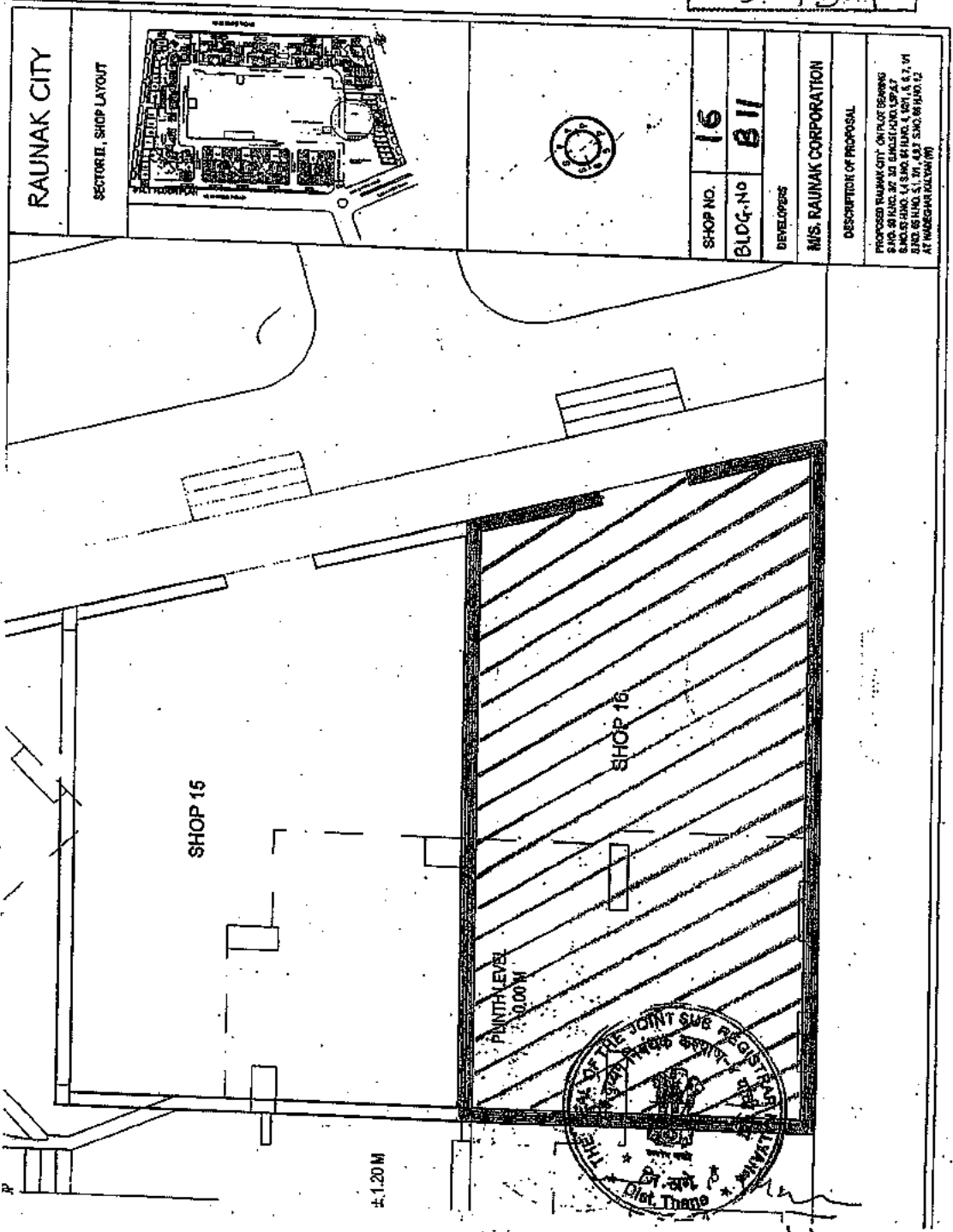
  
 सहाय्यक संचालक, नगरपालिका, कल्याण  
 सहाय्यक संचालक, नगरपालिका, कल्याण

प्रत -

- १) कर निर्धारक व संचालक, का.२०१३.५५. कल्याण
- २) प्रधान क्षेत्र अधिकारी 'क' इलाहाबाद, का.२०१३.५५. कल्याण



कलन - ४  
 वस्तु क्र. १२००७/१८  
 ११३/१३५



P. P. Thakkar  
 Chhajale Thakkar

कलन - ४
दस्ता क्र.: १२०६० / १८
११४/०३५



**ANNEXURE 'M'**

क ल न - ४
दस्त क्र. १२०६६/१८
३२५/३३५

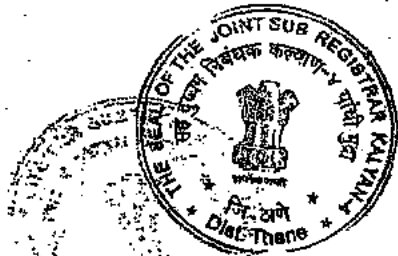
- A) Building : R. C. C. earthquake resistant framed structure with overhead and Suction Tanks. Paving all around the building as required.
- B) Flooring : Vitrified tiles in entire shop with 3" Skirting.
- C) Wiring : Concealed wiring ELCB/MCB board and minimum number of points fitted with good quality switches
- D) Shutters : GI Rolling Shutter for entrance.
- E) Walls : Neeru finished wall with Good quality Distemper

*Log*

*P. P. Thakkar*  
*M. Jayal Thakkar*



कलम - 8
संख्या क्र. 92060/96
३३९/३३५







November 19, 2018  
CRF184641119597

Raunak Corporation  
Laxmi Narayan Residency,  
Unnathi Gardens II,  
Opp. Ma Niketan, Pokhran Road No. 2,  
Thane (W) 400610

कलन - ४  
दस्तक्र. १२०००/१८  
१५६/१३५

Dear Sir/Madam,

Re: Consent for release of mortgage over Flat no. of Building no. as mentioned below of the Project Raunak Sector-II, at Raunak City Road, Wadeghar Village, Next to Don Bosco school, Adharwadi, Kalyan (W)-421301 mortgaged to ICICI Bank Limited ("ICICI Bank") against the Facility amount provided by ICICI Bank, by way of an Indenture of Mortgage executed by the Borrower in favour of ICICI Bank.

You have informed ICICI Bank that you have agreed to sell the captioned unit (hereinafter the "said unit") to the person/s listed as below:

Name of the Purchaser	Bldg. No./Flat No	Area of the Flat (sq ft)	Project Name	Agreement Value
Mrs. Pooja P. Thakkar & Mrs. Chhaya K. Thakkar	B11 / Shop 16	610	Raunak Sector- II	1,26,00,000

You have requested us to release our mortgage right on the said unit to enable sale of the said unit to the Purchaser/s.

We state that consent is hereby accorded and the mortgage right over the said unit is hereby released, and that ICICI Bank shall have no claim, right title or interest in respect of the said unit whatsoever subject to the following conditions:

(i) This consent hereby granted is restricted to release of mortgage over the unit described above in order to enable sale of the said unit to the Purchaser/s. Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize Raunak Corporation to sell any other unit in the said project without applying to ICICI Bank for its consent.

(ii) The consent hereby granted is subject to the Purchaser/s depositing all the sale proceeds payable by him to Raunak Corporation as consideration for purchase of the said unit into the account no. 003505012475 opened by the Raunak Corporation with ICICI Bank. In case of default by the Purchaser in depositing the sale proceeds in the account, ICICI Bank shall not be bound by the consent given hereby, and shall retain all rights and claims over the property mortgaged to ICICI Bank.

(iii) In the event the sale to the Purchaser/s is cancelled for any reason, the consent above accorded shall stand revoked forthwith and you shall have to apply for a fresh consent in relation to sale of the said unit to any other person.

Yours faithfully,  
For ICICI Bank Limited

Authorised Signatory



ICICI Bank Limited  
ICICI Bank Towers  
Bandra-Kurla Complex  
Mumbai 400 061, India.

Tel.: (91-22) 2653 1414  
Fax: (91-22) 2653 1122  
Website: www.icicibank.com  
CN: L95190GJ1984PLC02



क ल न - ४  
दस्त क्र. २००७/१८  
१९८/१३५



कलन - ४  
 दस्त क्र. १५०७७/१५  
 ७७६/७३५

कु-मु-क्र ३५०

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

संसा. ११३ संस.  
 Gen-113 ms.

मूल प्रत [अन्त्यावलीय]  
 ORIGINAL COPY [NON TRANSFERABLE]

सर्वकार के लिये प्रदान की पारती  
 RECEIPT FOR PAYMENT TO GOVERNMENT

स्थान/Place श्रीमती-२ दिनांक/Date १६/१२/७०  
 प्राप्त/Received from श्री सुनील नारायण ठाकरीकर  
 र./Rs. २५५/- (रुपये/Rupess) पंचांगी क. भा. च.  
 on account of.....

रोखपाल का खेडागार  
 Cashier or Accountant.

सह. दुय्यम निरीक्षक  
 सह. दुय्यम (पदनाम) Designation





क ल न - ४  
दस्त क्र. १२०५० / १८  
१२१ / ३३५

deed of confirmation, deed of rectification & other documents related thereto in future.

AND WHEREAS for the sake of convenience, I am granting present General Power of Attorney in favour of 1) Mr. Sharad R. Ghuge, 2) Mr. Sunil N. Karanjivkar for the purpose mentioned hereinbelow.

NOW KNOW ALL MEN BY THESE PRESENTS that we Shri Rajan N. Bandelkar & Shri. Vijay P. Mody, being partner of M/s. Raunak Corporation, do hereby nominate constitute and appoint 1) Mr. Sharad R. Ghuge, 2) Mr. Sunil N. Karanjivkar to be our true and lawful attorneys for the purpose hereinafter appearing and to do jointly or severally all and/or any of the following acts, deeds, matters and things that is to say :-

1. To appear for us and on our behalf before any Sub-Registrar of Assurances at Thane or any other officer of assurances in Thane, Mumbai or in India and to present and / or lodge for registration and to admit execution of any document or documents executed by us independently / jointly in respect of flat or premises of Unnathi Greens being constructed on the property described in the schedule hereunder written.
2. Generally to do all things necessary or expedient for registering the said agreements, documents and writings as fully & effectually as we could ourselves do.

AND WE DO HEREBY agree to ratify and confirm and whatever us said attorneys shall lawfully do or purport to do or cause to be done in virtue of these presents.



कलन - ४
दस्तक. १२०६०/१८
१२२/१३५

THE SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces of parcels of land bearing Survey Nos. 50/3/2, 50/3/3, 51/1, 53/1, 53/4, 51/7, 51/5, 53/6, 64/1/1, 64/1/2/1, 64/4, 64/5, 64/6, 64/7, 65/1, 65/2, 65/3, 65/4, 55/5, 65/7/1, 65/9, 66/1 & 66/2 situate, lying and being at Village Wadeghar, Taluka & Dist. Kalyan, within the limits of the Municipal Corporation of the City of Kalyan, Registration District and Sub-District of Thane.

SIGNED, SEALED AND DELIVERED By

The withinnamed Executant

1) Shri. Rajan.N. Bandekar

Shri Vijay P. Mody

presence of .....

Digambar Dattaram Bekar

2.

SIGNED & ACCEPTED by the withinnamed

1. Mr. Sharad R. Ghuge

2. Mr. Sunil N. Karanjivkar



कलन - ४  
दस्ता क्र: 92000/190  
923/534

क्र. क्र. ३५०  
दिनांक: १४/१२/१०  
कु. कु. लिडुन वेपार

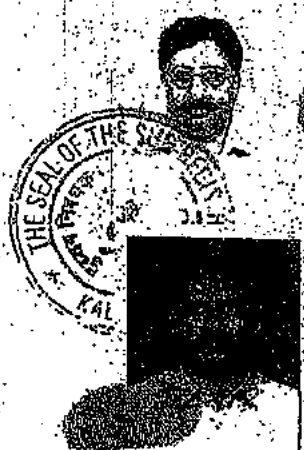
- १) श्री रामन मंग. बोडलेकर, सवान
  - २) श्री विनाय पी. बोडी, सवान
- पत्ता: ३-मती भाडिन्त पोखरण, अडज. २,  
व्हा. निडिन नकोर, हम्मे (प.) ४०००१०.

- कु. कु. लिडुन वेपार
- १) श्री अरुण बा. बुगे, सवान
- २) श्री सुनील अ. कर्नीकर, सवान

सह. दुय्यम निबंधक, कल्याण-२.  
वर्ग-२.



- मालीदार
- १) श्री अश्विनी मंगभाद, सवान
- २) श्री विनाय बा. बोडी, सवान



*[Handwritten signature]*  
दिनांक: १४/१२/१०



अरुण बा. बुगे अश्विनी मंगभाद यांचे  
समुन कोषी व्युत्पादक नाघे.

सह. दुय्यम निबंधक, कल्याण-२.  
वर्ग-२.

कलन - ४  
दस्तावेज नं. १०६००/१६  
१२४/१३५



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

AKR. M. BHARMAL  
MOHAMADALI BHARMAL  
01/08/1958  
Permanent Address Number  
AHNPB8759R



भारत विद्युत आयोग  
Electric Commission of India  
IDENTITY CARD  
HTQ/661529



चुनवालेचे नाव : विजय वसंत गवई  
Elector's Name : Vijay Vasant Ghadi

चुनवालेचे पत्ता : वसंत गवई  
Elector's Address : Vasant Ghadi



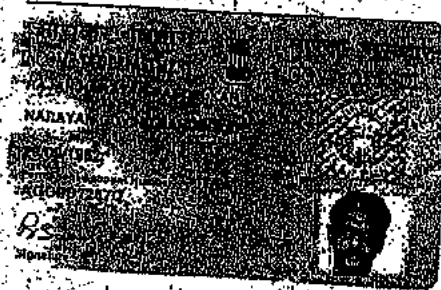


कलन - ४
वस्तु क्र: १२०६०/१९८
१२५/१३५

शुभचरित्र विभाग  
 SHUBCHARITRA VIBHAG

भारत सरकार  
 GOVT. OF INDIA

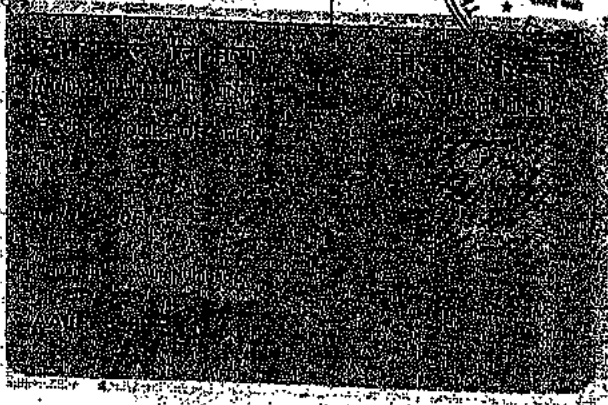
SHABADKARNATH GHUGE  
 RAMNTH SAULERAM GHUGE  
 ६५१११७७  
 Permanent Account Number  
 AJVWG2633F



PERMANENT ACCOUNT NUMBER  
 १२०६०  
 NAME  
 VIJAY PITAMBERKARNAD

DATE OF BIRTH  
 १०-१२-१९५१

SIGNATURE



कलन - ४  
 पत्रांक, १२०६५/१८  
 १२/०३५

कुलमुखत्यार पत्राचे घोषणापत्र

मी, श्री/श्रीमती/सौ सुखदे आर धुगे या  
 द्वारे घोषित करतो की, दुय्यम विवधक, कुलमुखत्यार याचे कार्यालय  
कुलमुखत्यार या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला  
 आहे. श्री/श्रीमती/सौ विजय सी. भोसले व इतर यांनी  
 दिनांक १२/१२/२०१० रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे  
 मी, सादर दस्त नोंदणीस सादर केल आहे / निष्यादीत करून कबूलीजनाव  
 दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार या मी कुलमुखत्यानत्र रद्द  
 केलेले नाही. किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीवैकी कोणीही  
 मर्यात झालेले नाही किंवा अन्य कोणताही कारणामुळे कुलमुखत्यारपत्र  
 रद्दनातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून  
 उपरोक्त-कृती करण्यास मी पुर्णतः सक्षम आहे. सादरचे कथन चुकीचे  
 आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलन ८२ अन्वये शिद्धेस  
 मी पात्र राहोन याची मला जाणीव आहे.

दिनांक : ०१

दिनांक :

सही

S. R. Ghose

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार.

मी सादर कुलमुखत्यार पत्राचे सत्यते विषयी संपूर्ण चौकशी केली आहे तसेच  
 वैधतेबाबत खात्री केली आहे.



परचेसर सही

P. P. Thakkar

Chhajabhai Thakkar



क ल न - ४  
दस्ता क्र. १२०६६/१८  
१५५/१३५  
प्रपत्र ब

स्वयं साक्षात्कनासाठी स्वयं घोषणापत्र



लिहून देणार मी/ आम्ही ने . रीनक कॉर्पोरेशन तर्फे भागिदार श्री. विजय पी. मोदी यांचे तर्फे कु.मु. म्हणून श्री. शरद आर. घुगे वय १० वर्षे, पॅन क्र. एएजेएफआर३९८९ई व्यवसाय : नोकरी, राहणार: लक्ष्मी नारायण रेसिडेंन्सी, उन्नथी गार्डन, पोखरण रोड नं.०२, ठाणे (प).  
लिहून घेणार :

१) पुजा पी ठक्कर - वय ३४ वर्षे : आधार क्र. ५१०० २५१० ५६१९

२) वार्धा कु ठक्कर - वय ४६ वर्षे : आधार क्र. ९४३५ ६७७३ ३५२२

व्यवसाय : \_\_\_\_\_

पत्ता: 701/K4, Gokul Nagar, MR. Mahavir Nagar  
Wagle Nagar, Chhatrapati Shivaji Maharaj

ह्या द्वारे असे घोषित करतो/ करते की, मी /आम्ही स्वयं साक्षात्कित केलेल्या प्रती या मुळे कागदपत्राच्याच सत्यप्रति आहेत. त्या खोटेया असल्याचे आढळून आल्यास भारतीय दंडसंहिता आणि /किंवा संबंधित कायदानुसार माझ्यावर/ आमच्यावर खटला भरला जाईल व त्यानुसार मी / आम्ही शिक्षेस पात्र राहिन /राह याची मला/ आम्हाला पूर्ण जाणीव आहे.

टिकाण : डॉ.बिबली  
दिनांक :

लिहून घेणार

P. P. Thakkar

Chaitanya Thakkar

S. R. Ghuge  
लिहून देणार

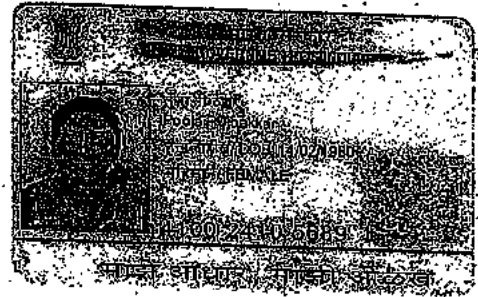
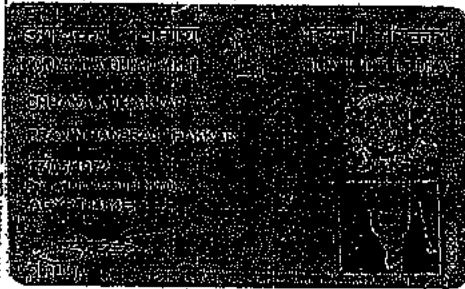
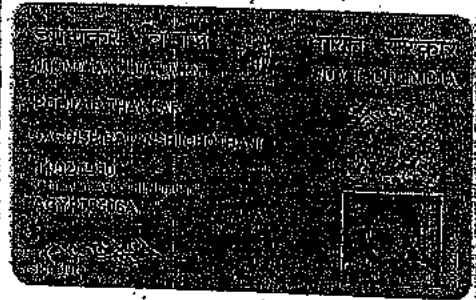
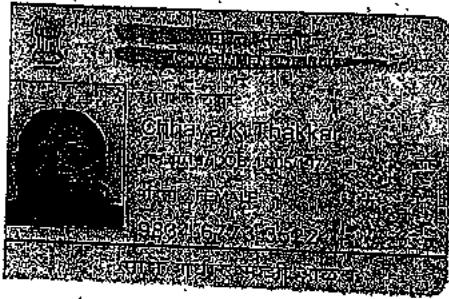
रीनक कॉर्पोरेशन तर्फे भागिदार श्री. विजय पी. मोदी यांचे तर्फे कु. मु. म्हणून श्री. शरद आर. घुगे



व. नं. - 8  
दस्तावेज क्र. 92006/196  
930/1934



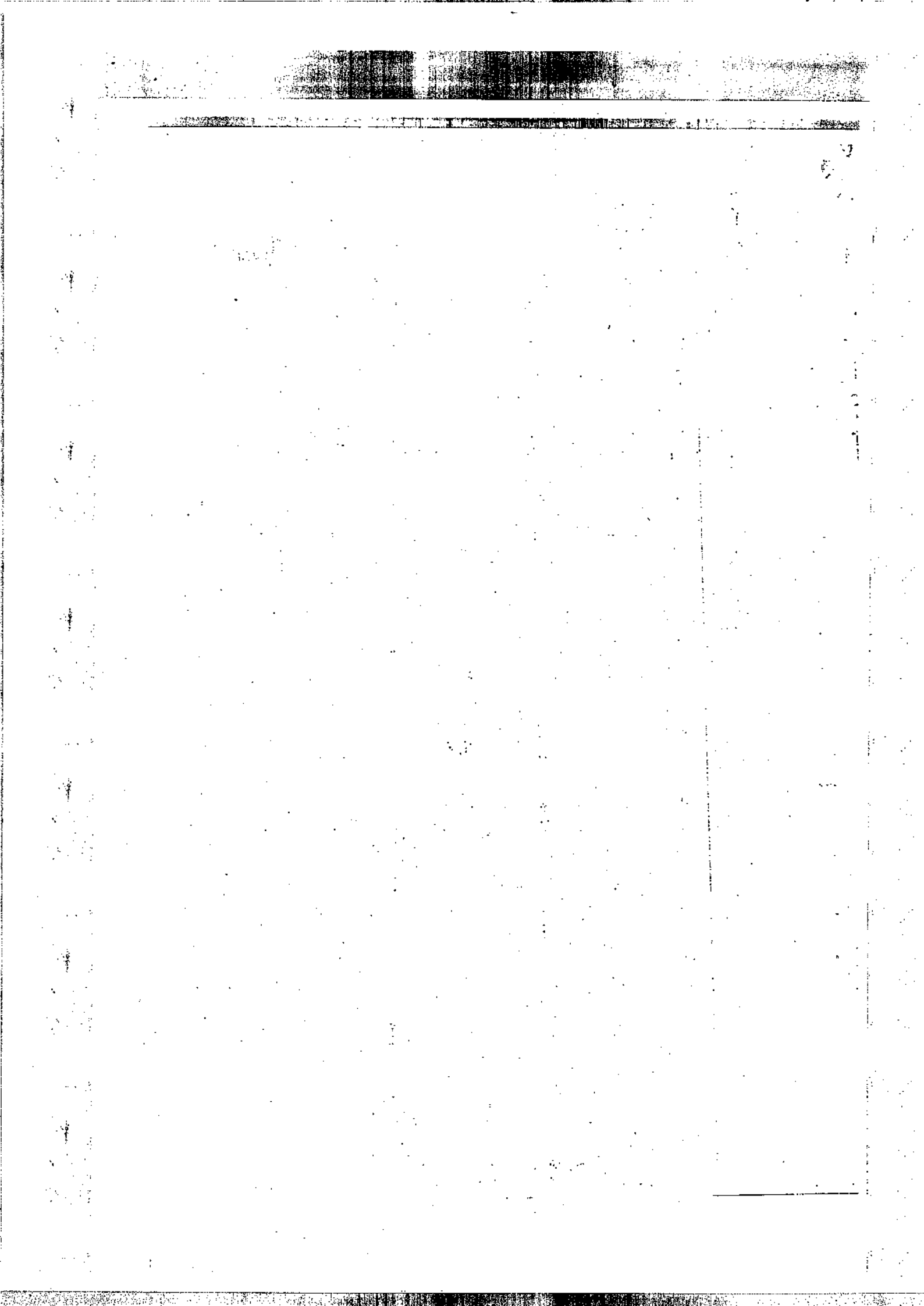
कॉलन - ४  
दस्ता क्र. १२०६०/१९८  
१३१/१३५




*Chhajale Thakkar 2*

*P. P. Thakkar*

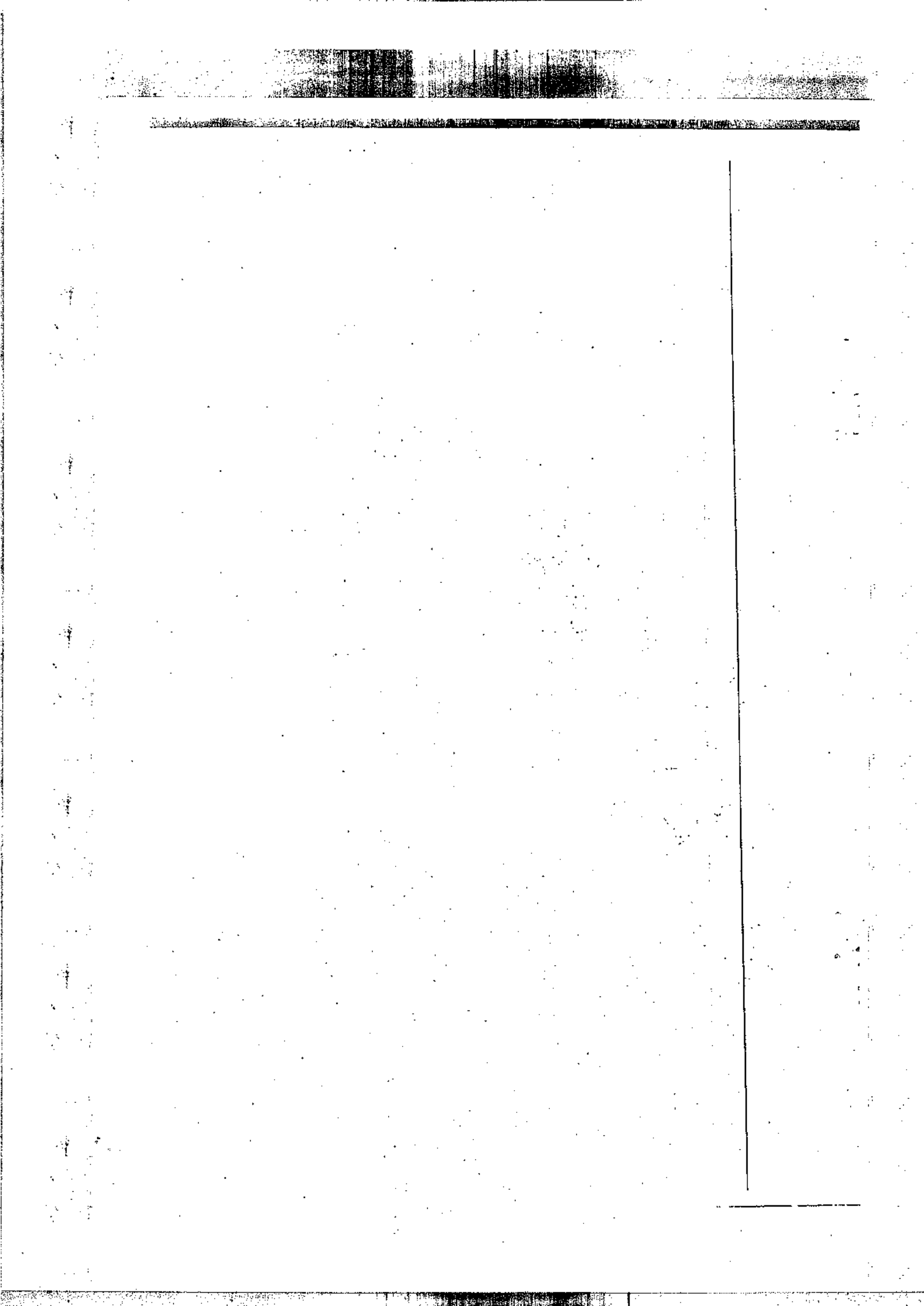




कलन - ४  
 दस्त क्र. 92000/196  
 933/934


	
Receipt of Document Handling Charges	
PRN 0312201802069	Receipt Date 04/12/2018
Received from RAUNAK CORPORATION, Mobile number 9769963389, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered on Document No. 12077 dated 04/12/2018 at the Sub Registrar office Joint S.R.Kaiyan 4 of the District Thane.	
<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">             DEFACED              ₹ 700              DEFACED           </div>	
Payment Details	
Bank Name IBKL	Payment Date 03/12/2018
Bank CIN 10004152018120301774	REF No. 192647511
Deface No 0312201802069D	Deface Date 04/12/2018
This is computer generated receipt, hence no signature is required.	



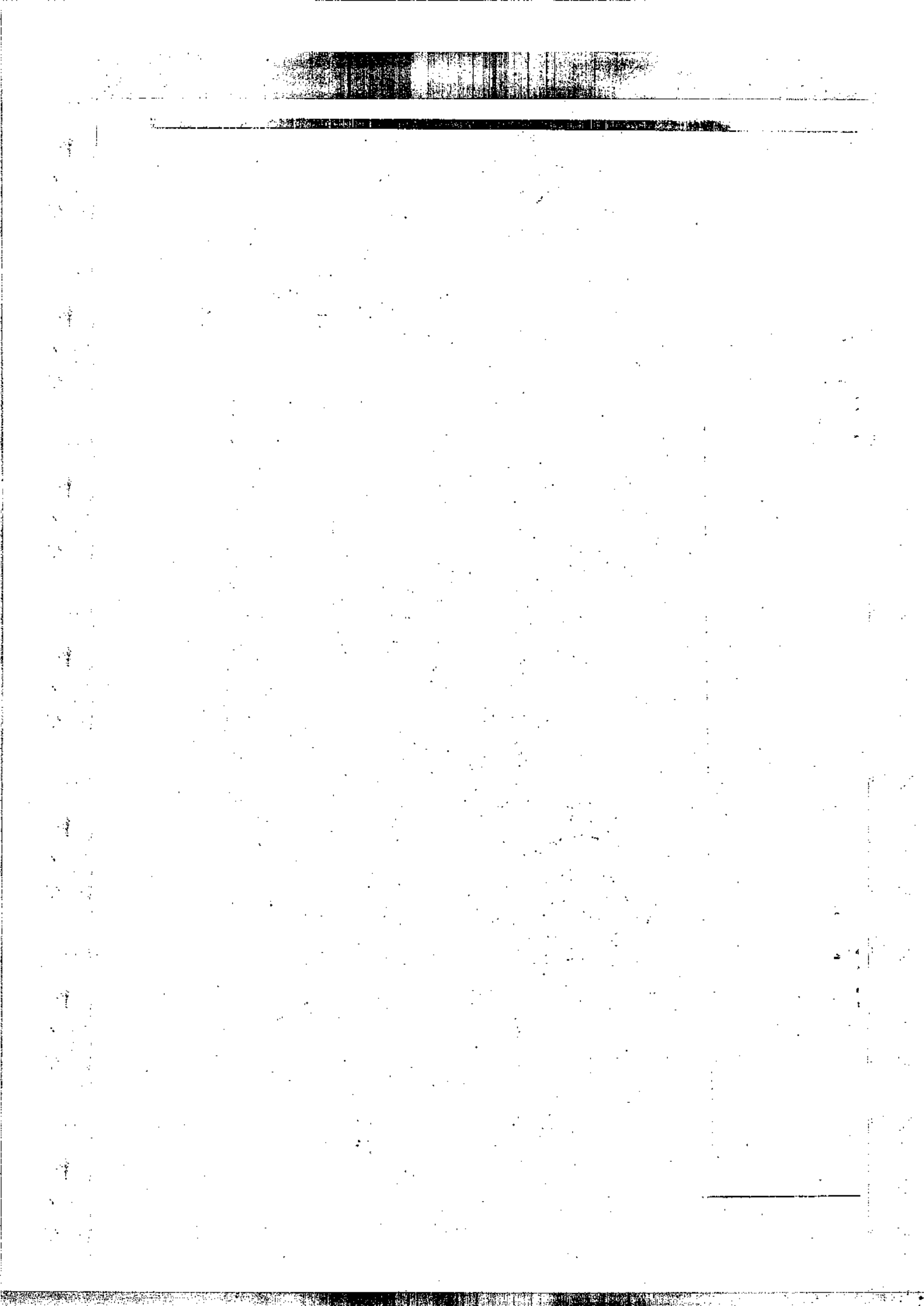




कलन - ४  
दस्त क्र. १ 20/02/18  
१३२/१३५

Receipt of Document Handling Charges	
PRN 0312201801986	Receipt Date 04/12/2018
Received from RAUNAK CORPORATION, Mobile number 9769963369, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 12077 dated 04/12/2018 at the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.	
 DEFACED ₹ 2000 DEFACED	
Payment Details	
Bank Name IBKL	Payment Date 03/12/2018
Bank CIN 10004152018120301713	REF No. 192646191
Deface No 0312201801986D	Deface Date 04/12/2018
This is computer generated receipt, hence no signature is required.	





Summary-2(दस्त गोपवारा भाग-२)



04/12/2018 9 56:39 AM

दस्त गोपवारा भाग-2

कलन 4 938/1924  
दस्त क्रमांक: 12077/2018

दस्त क्रमांक: कलन4/12077/2018

दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: रोमक कॉपोरेशन तर्फे भागीदार श्री विजय पी मोदी यांचे कु.मु. म्हणून श्री करव अर बुणे -- पत्ता: प्लॉट नं: सदनिका नं 1, माळा नं: - इमारतीचे नाम: रोमक ग्रुप, ब्लॉक नं: मोहन मिल कंपाऊंड, रोड नं: लॉबी शोरूम जवळ, चोडबंदर रोड, ठाणे प, महाराष्ट्र, ठाणे. पिन नंबर: AAJFR3989E	लिहून देणार. वय :- 40 स्वाक्षरी: S-R.Ghose		
2	नाम: पुजा पी ठाकर -- पत्ता: प्लॉट नं: सदनिका नं 701/के 4, माळा नं: - इमारतीचे नाम: गोकुळ नगरी, ब्लॉक नं: महावीर नगरी जवळ, रोड नं: भायले नगर, छडकपाडा, कल्याण प, महाराष्ट्र, ठाणे. पिन नंबर: AGYPT8506A	लिहून देणार. वय :- 38 स्वाक्षरी: P-P-Thakkar		
3	नाम: छाया के ठाकर -- पत्ता: प्लॉट नं: सदनिका नं 701/के 4, माळा नं: - इमारतीचे नाम: गोकुळ नगरी, ब्लॉक नं: महावीर नगरी जवळ, रोड नं: भायले नगर, छडकपाडा, कल्याण प, महाराष्ट्र, ठाणे. पिन नंबर: AGYPT8483E	लिहून देणार. वय :- 46 स्वाक्षरी: Chhaya Kethakar		

धरीत दस्तऐवज करव देणार वधाकपीठ करारनामा. धर दस्तऐवज आगवत विनाये वना करतात.  
शिक्षा क्र.3 ची वेळ: 04 / 12 / 2018 08 : 35 : 29 AM

शेळक:-

खालीस इसम असे निवेदीत करतात की ते दस्तऐवज आगवत विनाये वना करतात.

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: विनोद कुमार ओझा -- वय: 45 पत्ता: बोरवा देवी नगर, देवनार बस उपो जवळ, पेंडुर पिन कोड: 400088	स्वाक्षरी		
2	नाम: निलम विनोद कुमार ओझा -- वय: 40 पत्ता: बोरवा देवी नगर, देवनार बस उपो जवळ, पेंडुर पिन कोड: 400088	स्वाक्षरी		

शिक्षा क्र.4 ची वेळ: 04 / 12 / 2018 08 : 36 : 03 AM

शिक्षा क्र.5 ची वेळ: 04 / 12 / 2018 08 : 36 : 23 AM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Kalyan 4

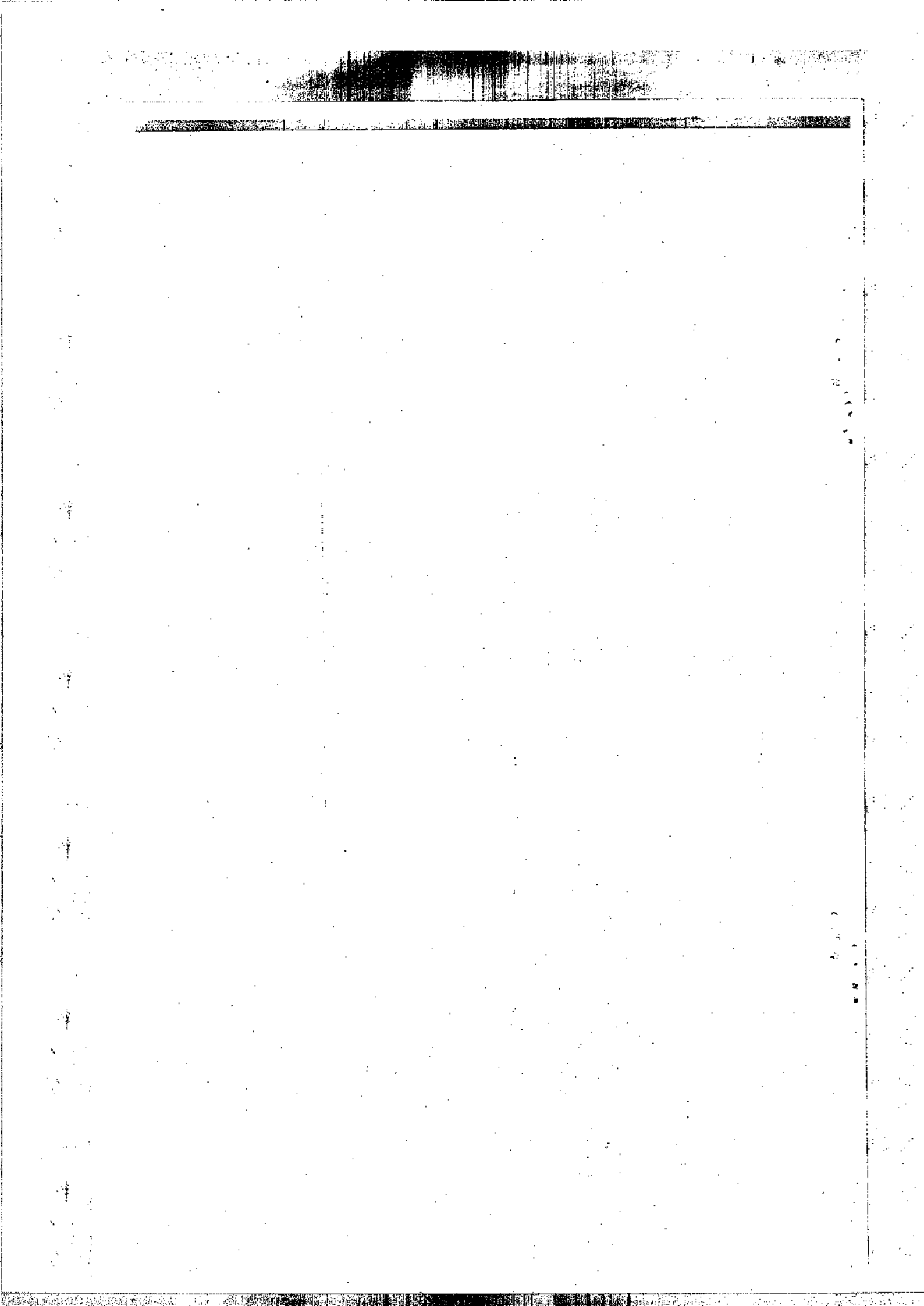
प्रमाणीत करण्यात येतेकी सदर दस्त क्र. 938/1924 पाने आहेत. पुस्तक क्रमांक 9 वर नोंदला दि. 5/12/2018

ज. देवम निबंधक कल्याण

Sl.	Epayment Number	Defacement Number
1	0312201802069	0312201802069D
2	0312201801986	0312201801986D
3	MH00883993/201819R	0004909040201819

1. Verify Scanned Document for correctness through your flight as Registrants.  
2. Get print immediately after registration.

12077 /2018



Summary I (GoshwaraBhag-1)

338/12077

मंगळवार, 04 डिसेंबर 2018 8:57 म.पू.

दस्त योजधारा भाग-1

कलन4- 9381934

दस्त क्रमांक: 12077/2018

दस्ता क्रमांक: कलन4 /12077/2018

बाजार मूल्य: रु. 57,18,000/- मोबदला: रु. 1,26,00,000/-

भरलेले मुद्रांक शुल्क: रु.7,56,100/-

दु. नि. सह. दु. नि. कलन4 यांचे कार्यालय

पावती: 13873

पावती दिनांक: 04/12/2018

श. क्रं. 12077 वर दि.04-12-2018

सादरकरणाचे नाव: पुना पी ठक्कर :-

रोजी 8:32 म.पू. या. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2700.00

पृष्ठांची संख्या: 135

एकूण: 32700.00

P. P. Thakkar  
दस्त हजर करणाऱ्याची सही:

  
Joint Sub Registrar Kalyan 4

  
Joint Sub Registrar Kalyan 4

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकाच्या हद्दीत किंवा कोणत्याही जिल्हाधिकारी कार्यालय क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) सध्या नमूद न केलेल्या कोणत्याही जिल्हा, जिल्हाधिकारी कार्यालय क्षेत्राच्या हद्दीत किंवा कोणत्याही जिल्हाधिकारी कार्यालय क्षेत्राच्या हद्दीत किंवा

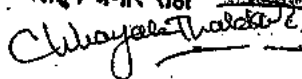
सिद्धा क्रं. 1 04 / 12 / 2018 08 : 32

सिद्धा क्रं. 2 04 / 12 / 2018 08 : 33 : 30 AM

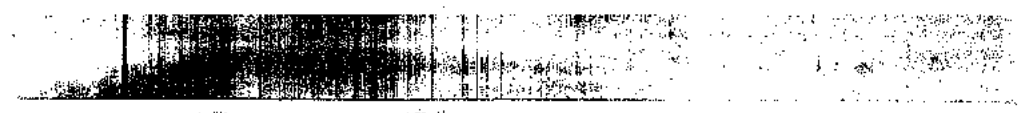
**प्रतिज्ञा पत्र**

सदर दस्तऐवज नोंदणी कायदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकूर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेले कागदपत्रे दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील निष्पादक व्यक्ती संपुर्णपणे जबाबदार आहेत तसेच सदर हस्तांतरण दस्तांमुळे राज्यशासन / केंद्रशासन यांच्या कोणत्याही कायदा / नियम / परिपत्रक यांचे उल्लंघन होत नाही.



P. P. Thakkar  
लिहून घेणार सही  


S. R. Ghis  
लिहून घेणार सही



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