



पावती क्र. : 9403

गावाचे नाव ओशिवरा

दिनांक 08/10/2009

दस्ताऐवजाचा अनुक्रमांक वंदर15 - 09381 2009

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: ए सैयद याहिया

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (115)

2300.00

एकूण रु 32300.00

आपणारास हा दस्त अंदाजे 5:07PM ह्या वेळेस मिळेल

*(Signature)*

दुय्यम निबंधक सह दु.नि.का-अंधेरी 4

बाजार मुल्य: 8690487 रु. मोबदला: 7280050 रु.  
भरलेले मुद्रांक शुल्क: 418905 रु.

सह दु.नि.का-अंधेरी-4  
दुय्यम निबंधक

देयकाचा प्रकार : जीडी/घनाकार्पाद्वारे;  
बँकेचे नाव व पत्ता: एस बी आय ;  
जीडी/घनाकार्पा क्रमांक: 203007; रक्कम: 30000 रु.; दिनांक: 08/10/2009

*A Syed Yahya*

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON...09/10/09.....

*Santaydahi*

*Vishakh  
Vastukar*

ATTESTED  
A. P. MAROO  
NOTARY  
MAHARASHTRA  
(GOVT. OF INDIA)

*Zaher Syed*

8433850258

9870248699

*S Zakir Khan  
9814434518*

BI - 344489

THE COSMOS CO-OPERATIVE BANK LTD  
FRANKING DEPOSIT SLIP  
Customer Copy

Branch: \_\_\_\_\_ Date: 06/08/09  
Pay to: THE COSMOS CO-OPERATIVE BANK LTD

Frinking Value	Rs.	418905+100
Service Charges	Rs.	20
Total	Rs.	419025 &

Name & Address of Stamp duty paying party

Mr. A. Syed Yahiya  
Tel. No. / Mobile No.:

P. Piece of Transaction

In desk of Cosmos Bank Ltd

Rs. 419025 (E)

For Bank's Use only

TAN ID FOR FRANKING

FRANKING RECEIVED

16169

For The Cosmos Co-op. Bank Ltd.

Service Tax Reg. No. AAATA0742K5T003

1020424 Authorised Signatory



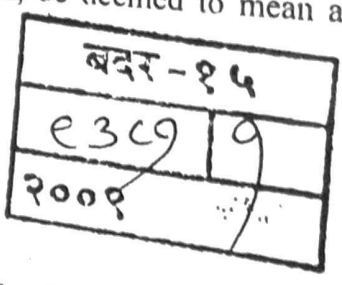
THIS AGREEMENT IS IN LIEU OF THE LETTER OF ALLOTMENT DATED. 21 November 2005

This Agreement is made at Mumbai this 11<sup>TH</sup> day of AUGUST, 2009.

Between

**Oberoi Constructions Private Limited**, a Company incorporated under the provisions of Companies Act, 1956, having its Registered Office at International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East) Mumbai 400 063, hereinafter referred to as "**the Developer**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**

And



1) Mr. A. Syed Yahiya, 2) Mrs. Roshan Fathima Syed, having his/her/their address at 301/2, Casablanca, Yamuna Nagar, Andheri(West), Mumbai - 400053, hereinafter referred to as "**the Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the firm, the survivor or survivors and the heirs, executors and administrators of the firm, the survivor and in case of a limited company its successors and permitted assigns) of the **Other Part**

For The Cosmos Co-op. Bank Ltd  
Cosmos Co-Operative Bank Ltd.  
Vile Parle Branch, Saraswati, Ftwas.  
Plot No-45, TPS-1, CTS No 807 A,  
Haramun Road, Vile Parle (E),  
Mumbai-400 057.

Authorised Signatory  
Sankhy A. Dalvi  
STP(V/C.R. 1004/06/2004/1762-64/0

Four Lacs Eighteen Thousand Nine Hundred Five  
भारत 20423  
भारत 116169  
भारत 189051-PB5114  
Special Adhesive  
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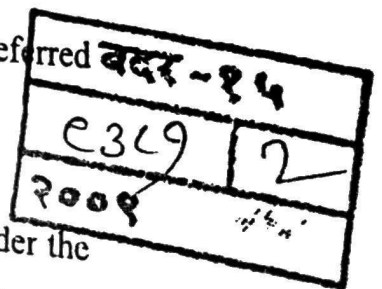
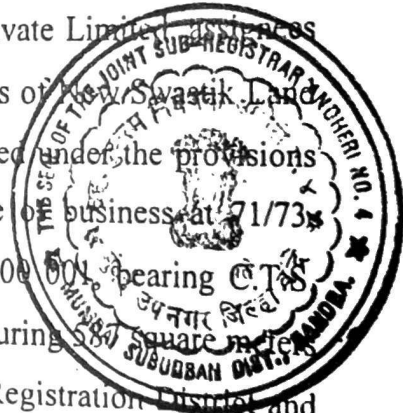
**Whereas:**

(i) Excel Industries Limited a company incorporated and registered under the Companies Act 1956 and having its Registered office at 184/187, Swami Vivekanand Road, Jogeshwari (West), Mumbai - 400 102 (hereinafter referred to as "the First Owner") is the owner and/or otherwise entitled to pieces of land at village Oshiwara being (a) Plot No.B-35 and now bearing C.T.S. No 714 admeasuring 1983.90 square metres or thereabouts, (b) Plot No.B-36 now bearing C.T.S. No.713 admeasuring 1736.50 square metres or thereabouts and (c) Plot No.B-50(a) now bearing C.T.S. No.709 admeasuring 2174.90 square metres or thereabouts more particularly described Firstly, in the First Schedule hereunder written and land bearing (a) CTS No.705 admeasuring 7196.60 square metres or thereabouts (b) C.T.S. No.705/1 admeasuring 228.10 square metres or thereabouts (c) C.T.S. 705/3 admeasuring 654.90 square metres or thereabouts, (d) C.T.S.No. 705/4 admeasuring 107.20 square metres or thereabouts and (e) C.T.S.No.705/5 admeasuring 21.20 square metres more particularly described Secondly, in the First Schedule hereunder written.

(ii) The First Owner was in possession of those pieces and parcels of land earlier owned by Oshiwara Land Development Company Private Limited, assignees of all the right, title, interest and shares of the partners of Swastik Land Development Corporation a partnership firm registered under the provisions of the Indian Partnership Act 1932 having its place of business at 71/73 Botawala Building, Apollo Street, Fort, Mumbai - 400 001 bearing C.T.S. Nos. 707, 707/1, 707/2 and 707/3 in aggregate admeasuring 587 square metres situated at Village Oshiwara, Taluka Andheri in the Registration District and Sub District of Mumbai Suburban and more particularly described Thirdly, in the First Schedule hereunder written.

The properties referred to in recital (i) and (ii) above are collectively referred to as "the First Property".

(iii) Shroff Family Charitable Trust, a Public Charitable Trust registered under the Bombay Public Trust Act, 1950 under No.E-2791 (Bom) acting through their Trustees (1) Ashwin Champraj Shroff, (2) Atul Govindji Shroff And (3) Dipesh Kantisen Shroff and having its office at Laxmichand House, 312, Telang Road, Matunga, (C.R.), Mumbai - 400 019 (hereinafter referred to as



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"the Second Owner") are the owners and/or otherwise entitled to a piece of land bearing CTS Nos.706, 706/1 to 14 in aggregate admeasuring 13,026.80 square metres at Village Oshiwara, Taluka Andheri in the Registration District and Sub District of Mumbai Suburban and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the Second Property").

(iv) Unless referred to individually, the First Owner and the Second Owner shall collectively be referred to as "the Owners" and the First Property and the Second Property shall collectively be referred to as "the Said Property".

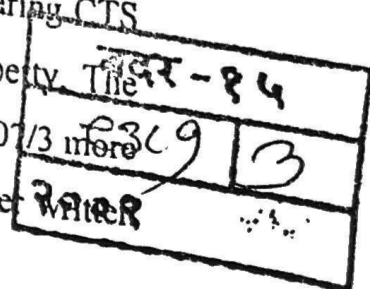
(v) The First Owner became entitled to the First Property in the following manner:

(a) Byramjee Jeejeebhoy Private Limited were the owners of the First Property;

(b) By three separate Deeds of Conveyance all dated 27 November, 1975 made between Byramjee Jeejeebhoy Private Limited of the One Part and the First Owner of the Other Part and registered with the Sub Registrar of Assurances at Bombay under Serial No.4372, 4373 and 4374 of 1975 respectively, for the consideration mentioned therein, Byramjee Jeejeebhoy Private Limited did sell and transfer portions bearing CTS Nos.709, 714 and 713 forming part of the First Property more particularly described Firstly, in the First Schedule hereunder written to the First Owner;

(c) The First Owner became entitled to another portion bearing CTS Nos. 705, 705/1 705/3,705/4, 705/5 forming part of the First Property more particularly described Secondly, in the First Schedule hereunder written by adverse possession and the same is recorded in a decree dated 25 January, 2002 passed on the consent terms in Appeal No.400 of 2001 in Suit No.521 of 1979;

(d) The First Owner was in possession of remaining portion bearing CTS Nos.707 and 707/1 to 707/3 forming part of the First Property. The said remaining portion bearing CTS Nos. 707 and 707/1 to 707/3 more particularly described Thirdly, in the First Schedule hereunder



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was sold and conveyed by Oshiwara Land Development Company Private Limited unto and in favour of the Developer vide Deed of Conveyance dated 15 April 2005 registered with the Sub-Registrar Mumbai Suburban District, Bandra under Serial No. BDR-9/6173 of 2005.

(vi) The Second Owner became entitled to the Second Property in the following manner:

(a) Mr. Lawrence Nicholas Pereira was the owner of the Second Property;

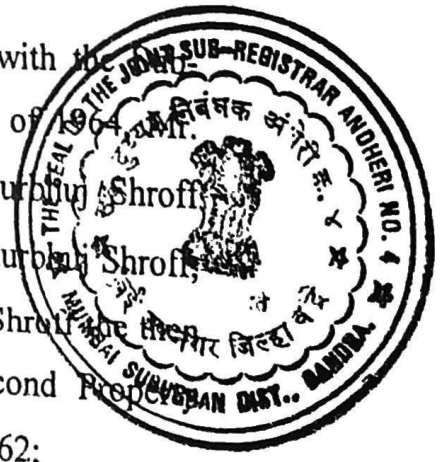
(b) By Deed of Conveyance dated 15<sup>th</sup> June 1956 made between Mr. Lawrence Nicholas Pereira of the One Part and Mr. Govindji Chaturbhuj Shroff and Mr. Kantisen Chaturbhuj Shroff of the Other Part, and registered with the Sub Registrar of Assurances at Bombay under Serial No.3747 of 1956 for the consideration mentioned therein, Mr. Lawrence Nicholas Pereira did sell and transfer the Second Property to Mr. Govindji Chaturbhuj Shroff and Mr. Kantisen Chaturbhuj Shroff;

(c) By an Indenture of Lease dated 31<sup>st</sup> July 1962 and registered with Sub-Registrar of Assurance at Bombay under Sr. No.2374 of 1962, Mr. Govindji Chaturbhuj Shroff and Mr. Kantisen Chaturbhuj Shroff demised the Second Property unto the First Owner for the period and on the terms, conditions and covenants contained therein;

(d) By an Indenture dated 2<sup>nd</sup> May 1964 and registered with the Registrar of Assurance at Bombay under Sr. No.1788 of 1964, Mr. Govindji Chaturbhuj Shroff and Mr. Kantisen Chaturbhuj Shroff settled unto Champraj Chaturbhuj Shroff, Govindji Chaturbhuj Shroff, Kantisen Chaturbhuj Shroff and Shashikumar Devidas Shroff, Trustees of Shroff Family Charitable Trust, the Second Property subject to the said Indenture of Lease dated 31<sup>st</sup> July, 1962;

(e) On 31<sup>st</sup> July 1992, the lease in respect of Second Property granted in favour of the First Owner expired. However even after expiry of the said lease, the First Owner continued to be in possession of the Second Property.

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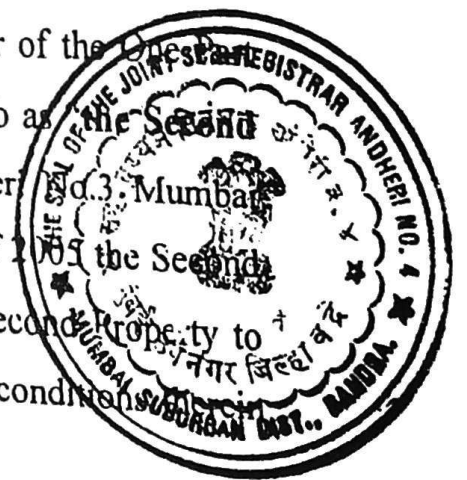
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(vii) Pursuant to an application made by the Second Owners under Section 36(1)(a) of the Bombay Public Trust Act 1950 for the purpose of obtaining sanction of the Charity Commissioner for sale and transfer of the Second Property by them to the Developer, the Charity Commissioner vide his judgement dated 1<sup>st</sup> December 2004 accorded sanction to the Second Owner for the development and/or sale of the Second Property by them in favor of the Developer.

(viii) By an Agreement dated 10<sup>th</sup> February 2005 made between the First Owner of the One Part and the Developer of the Other Part, (hereinafter referred to as "the First Agreement"), registered with the Sub-Registrar of Andheri No.3 Mumbai Suburban District, Bandra under Serial No. BDR-9/1514 of 2005, the First Owner has granted development rights in respect of the First Property to the Developer for the consideration and on the terms and conditions therein contained. Due to inadvertence, the area of a portion of the First Property as mentioned firstly in the First Schedule under the First Agreement was mentioned as 6482.30 square meters instead of 5895.30 square meters. Vide a Deed of Rectification dated 30<sup>th</sup> June 2005 made between the First Owner of the One Part and the Developer of the Other Part (hereinafter referred to as "the Deed of Rectification") registered with the Sub-Registrar Mumbai Suburban District, Bandra under Serial No. BDR-9/6851 of 2005 the area of the portion of the First Property as mentioned firstly in the First Schedule under the First Agreement as 6482.30 square meters was rectified to the correct area of 5895.30 square meters.

(ix) Pursuant to Judgment of Charity Commissioner, by another Agreement also dated 10<sup>th</sup> February 2005 made between the Second Owner of the One Part and the Developer of the Other Part, (hereinafter referred to as "the Second Agreement"), registered with the Sub-Registrar of Andheri No.3 Mumbai Suburban District, Bandra under Serial No.. BDR-9/1516 of 2005 the Second Owner has granted development rights in respect of the Second Property to the Developer for the consideration and on the terms and conditions therein contained.

(x) Unless referred to individually, the First Agreement, Deed of Rectification and Second Agreement shall collectively be referred to as the "Said Agreements".



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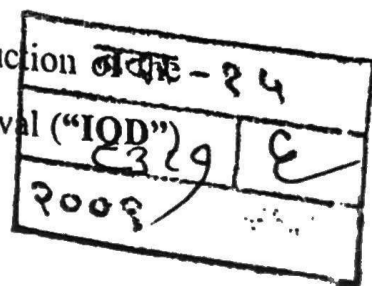
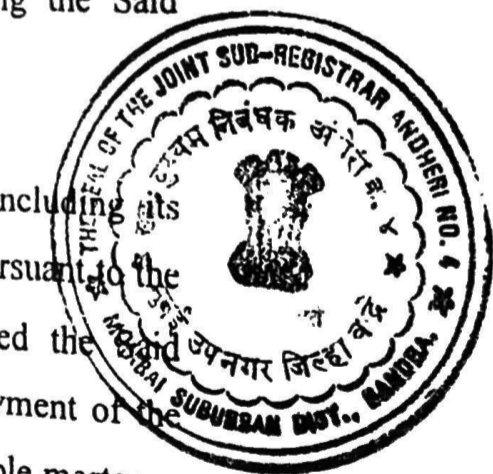
(xi) By Deed of Surrender also dated 10<sup>th</sup> February, 2005 the First Owner surrendered all its right, title and interest in the Second Property unto and in favor of the Developer and also handed over the possession thereof to the Developer.

(xii) By Deed of Conveyance dated 15<sup>th</sup> April, 2005 registered with the Sub-Registrar Mumbai Suburban District, Bandra under Serial No. BDR-9/6173 of 2005 made between Oshiwara Land Development Company Private Limited, assignees of all the right, title, interest and shares of the partners of New Swastik Land Development Corporation (partnership firm) of the One Part and the Developers of the Other Part, for the consideration mentioned therein, Oshiwara Land Development Company Private Limited did sell and transfer unto and in favour of Developer a portion admeasuring 587 sq.meters bearing CTS Nos.707 and 707/1 to 707/3 forming part of the First Property.

(xiii) The Said Property is within the Bombay Urban Agglomeration as per the schedule appended to the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the "the ULC Act"). By an order dated 12<sup>th</sup> November 1999, the Additional Collector and the Competent Authority (ULC) held that no part of the Said Property is vacant land as contemplated under the provisions of ULC Act. By another order dated 28<sup>th</sup> November 1999 the Additional Collector and the Competent Authority (ULC) granted permission to re-develop the Said Property on the terms and conditions contained therein. The copies of the said orders dated 12<sup>th</sup> November, 1999 and 28<sup>th</sup> November, 1999, are annexed hereto and marked as Annexures '1' and '2' respectively. The Developer is desirous of developing the Said Property and constructing buildings thereon.

(xiv) On 11<sup>th</sup> July, 2005 the Developer and UTI Bank Limited (including its successors and assigns) have entered into a Loan Agreement. Pursuant to the said Loan Agreement, the Developer has inter alia mortgaged the Said Property in favour of UTI Bank Limited as a security for repayment of the amounts payable to UTI Bank Limited. In this regard, an equitable mortgage has been created by the Developer in favour of UTI Bank Limited vide Memorandum of Entry dated 11<sup>th</sup> July, 2005.

(xv) On 18<sup>th</sup> July 2005, MCGM has sanctioned the plans for construction building/s on the Said Property and issued Intimation of Disapproval



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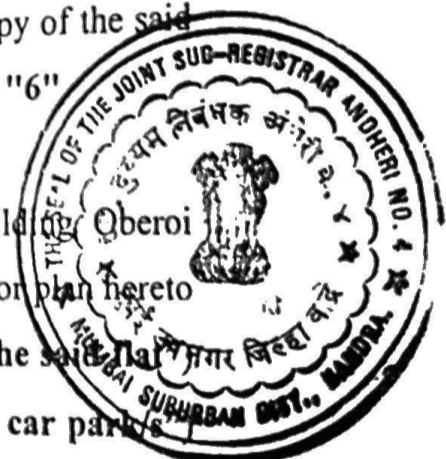
dated 18<sup>th</sup> July 2005 bearing No.CE/8497/WS/AK. The plans for the building have been amended from time to time and have lastly been amended by the MCGM on 11<sup>th</sup> November, 2005 vide it's letter bearing no. CE/8497/WS/AK. Further on 16<sup>th</sup> November, 2005 Commencement Certificate ("CC") bearing No. CE/8497/WS/AK was issued by the MCGM. As per the said sanctioned plans Developer can construct 3 Buildings on the Said Property. A copy of the IOD and CC are annexed hereto and marked as Annexures "3" and "4" respectively.

(xvi) The copy of property register cards in respect of the Said Property are annexed hereto and marked as Annexure '5'.

(xvii) In these circumstances, the Developer is developing the Said Property and constructing 3 Buildings thereon and are selling on ownership basis, flats, garages, open/stilt car parking space and other premises therein. The name of the said 3 Building/s shall be "Oberoi Springs" (hereinafter referred to as the "said Buildings").

(xviii) At the instructions of the Developer, IC Legal, Advocates & Solicitors investigated the title of the Owners and right of Developer to construct buildings on the Said Property and sell premises therein, and the said Advocates and Solicitors by their title certificate dated 29<sup>th</sup> July 2005, opined that the title of the Owners to the Said Property is marketable and that the Developer is authorised and entitled to develop the Said Property and construct buildings thereon and sell the premises therein. A copy of the said Title Certificate is also annexed hereto and marked as Annexure "6"

(xix) The Purchaser being desirous of acquiring a flat in the building Oberoi Springs being constructed on the Said Property shown on the floor plan hereto annexed marked as Annexure "7" (hereinafter referred to as "the said flat") together with car parking/s (hereinafter referred to as "the said car park/s") has approached the Developer and requested to allot to him the said flat and said car park/s. Acceding to the aforesaid request of the Purchaser, the Developer agrees to allot to the Purchaser, and the Purchaser agrees to acquire from Developer the said flat and the said car park/s, for the consideration and on the terms and conditions hereinafter appearing. For the purpose of this Agreement, a reference to the expression "the said premises" shall mean reference, so far as the context requires, to both the flat and the car park/s.



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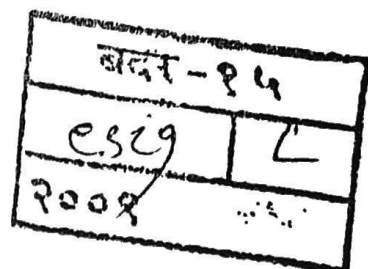
(xx) The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Developer and the Purchaser has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Developer on the Said Property may take a very long time, therefore the Developer may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser has no objection to the Developer making such amendments.

(xxi) The Purchaser has demanded inspection from the Developer and the Developer has given inspection to the Purchaser of all documents of title relating to the Said Property including all the documents and copies of the proceedings mentioned in the recital hereinabove and also the plans, designs and specifications prepared by the Developer's Architects, the Certificate of title, revenue records and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.F Act") and the rules made thereunder.

(xxii) Under Section 4 of the said M.O.F Act, the Developer is required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents which shall be got registered under the Indian Registration Act, 1908.

(xxiii) The list of Annexures attached to this Agreement are stated hereinbelow:

- |              |  |
|--------------|--|
| Annexure "1" | Copy of the ULC order dated 12 November 2005 |
| Annexure "2" | Copy of the ULC order dated 28 November 2005 |
| Annexure "3" | Copy of the IOD dated 11 November 2005       |
| Annexure "4" | Copy of the CC dated 16 November 2005        |
| Annexure "5" | Copy of the Property Register Cards          |
| Annexure "6" | Title Certificate dated 29 July 2005         |
| Annexure "7" | Typical Floor Plan                           |



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**Now This Agreement Witnesseth And It Is Hereby Agreed By and Between The Parties Hereto As Under:**

1. The Developer shall construct the said Buildings on the Said Property more particularly described in the First and Second Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as the Developer may make from time to time. The name of the said Buildings shall be "Oberoi Springs".

2. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

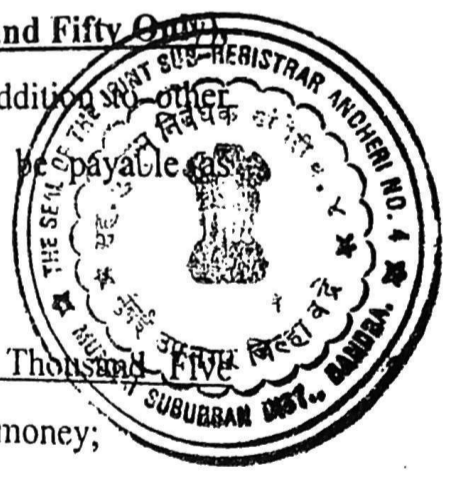
3. The Developer hereby agrees, subject to the terms and conditions herein, to sell to the Purchaser and the Purchaser agrees to purchase the said flat bearing Flat No. 2402 admeasuring about 847 square feet (carpet area) equivalent to 997 square feet (built up area), including the planter area, on 24th floor of Building "A" of Oberoi Springs, shown on the plan hereto annexed marked as Annexure "7" with the amenities as enlisted in the Third Schedule hereunder written, being constructed on the Said Property together with 1 (One) car parking/s bearing no. PIIIA83 (" admeasuring 11.15 sq. mtr ") being constructed on the Said Property, at or for the aggregate price of

Rs. 7,280,050/- (Rupees Seventy Two Lakhs Eighty Thousand Fifty Only)

to be paid by the Purchaser to the Developer, which (in addition to other amounts mentioned in clause 21 and 22 hereafter), shall be payable as follows:

(a) Rs.728,005/- (Rupees Seven Lakhs Twenty Eight Thousand Five Only), prior to execution of this Agreement as earnest money;

(b) Rs.1,092,008/- (Rupees Ten Lakhs Ninety Two Thousand Eight Only), further amount on or before execution of this Agreement;



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- (c) Rs.364,002/- (Rupees Three Lakhs Sixty Four Thousand Two Only), to be paid on completion of plinth of the building in which the said flat is situated;
- (d) Rs.3,931,227/- (Rupees Thirty Nine Lakhs Thirty One Thousand Two Hundred and Twenty Seven Only), to be paid in 40 equal instalments, on completion of each of the 40 slabs of the building in which the said flat is situated;
- (e) Rs.291,202/- (Rupees Two Lakhs Ninety One Thousand Two Hundred and Two Only), to be paid on completion of the brick-work of the building in which the said flat is situated;
- (f) Rs.291,202/- (Rupees Two Lakhs Ninety One Thousand Two Hundred and Two Only), to be paid on completion of the plastering of the building in which the said flat is situated;
- (g) Rs.291,202/- (Rupees Two Lakhs Ninety One Thousand Two Hundred and Two Only), to be paid on completion of flooring and tiling of the building in which the said flat is situated;
- (h) Rs.291,202/- (Rupees Two Lakhs Ninety One Thousand Two Hundred and Two Only), being the balance consideration amount to be paid on a notice issued by the Developer to the Purchaser/s that the said flat is ready for use.

All taxes, levies, duties, cesses (whether direct or indirect and applicable / payable now or become applicable / payable in future including service tax on any amount payable under this Agreement and or the transaction contemplated herein shall be borne and paid by the Purchaser alone and the Developer shall never be liable, responsible and / or bear and / or pay the same or any part thereof.



Out of all the amounts payable under this Agreement, the Purchaser has on or before the execution hereof paid to the Developer a sum of Rs.6,988,849/- (Rupees Sixty Nine Lakhs Eighty Eight Thousand Eight Hundred and Forty Nine Only), towards installments 3(a) to (g); the receipt whereof Developer doth hereby admits and acknowledges.

dy RZ

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6. A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if sent by courier, Registered (Post) A.D. at the time of delivery thereof to the person receiving the same;
- (c) if sent by e-mail, once the message is relayed from the server of the sender;
- (d) if sent by fax, once the sender receives an ok report from the sending machine.

47. For the purposes of this transaction, the details of the PAN of the Developer and the Purchaser are as follows:

- |                     |                                |
|---------------------|--------------------------------|
| (a) Developer's PAN | <u>AAACO1805E</u>              |
| (b) Purchaser's PAN | <u>AAAPY2315E / AAAPF1202B</u> |

48. The Purchaser hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Said Property and the said premises and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

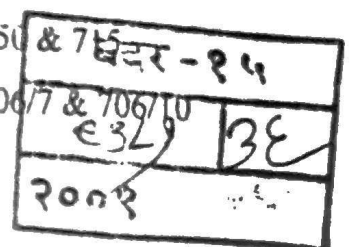
THE FIRST SCHEDULE ABOVE REFERRED TO

(Being description of the First Property.)

Firstly

All those pieces or parcels of land bearing Survey Nos. 45 (part) and 41 (part) and C.T.S. Nos. 709, 713 and 714 and Plot Nos. B/50 (a), B-36 of Block "B" and B/35 of Block "B" of Village Oshiwara, Taluka Andheri, Mumbai Suburban District, admeasuring 5895.30 square meters or thereabouts and bounded as follows:

On or towards the North : By properties bearing CTS Nos. 650 & 706/7 & 706/10  
On or towards the East : By properties bearing CTS Nos. 706/7 & 706/10



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On or towards the South : By properties bearing CTS. No.708  
On or towards the West : By properties bearing CTS Nos.650/3, 710, 711  
& 712

**Secondly**

All those pieces or parcels of land bearing Survey Nos. 48, Hissa Nos. 1 (part) and 4 (part) and C.T.S. Nos. 705, 705/1, 705/3, 705/4 and 705/5 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District, admeasuring 8,208 square meters or thereabouts and bounded as follows:

On or towards the North : By properties bearing CTS Nos.720  
On or towards the East : By properties bearing CTS Nos.725  
On or towards the South : By properties bearing CTS. No.704  
On or towards the West : By properties bearing CTS Nos.704, 706, 706/2,  
706/5, 706/14 & 708

**Thirdly**

All those pieces or parcels of land bearing Survey Nos. 45 (part) and 41 (part) and C.T.S. Nos. 707, 707/1, 707/2, 707/3 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District, admeasuring 587 square meters or thereabouts and bounded as follows:

On or towards the North : By properties bearing CTS Nos.714, 715 and  
706/7  
On or towards the East : By properties bearing CTS Nos.706/7  
On or towards the South : By properties bearing CTS. No.705/5 and 708  
On or towards the West : By properties bearing CTS Nos.714 and 708

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Being description of the Second Property.)



All those pieces or parcels of land, hereditaments and premises situate lying and being at Village Oshiwara, Taluka Andheri, in the Registration District and Sub-District of Mumbai Suburban and bearing CTS Nos.706, 706/1 to 14 and Survey No.48, Hissa No.1 (part), Survey No.48, Hissa No.4 (part), Survey No. 45 (part), Survey No.41 (part), all together admeasuring 13,026.80 square meters or thereabouts being the following:

बदर-२५	
९३५९	३०
२००२	

Handwritten initials and signature.

Handwritten signature.

CTS Nos.	Area(sq.mts.)
706	5930.6
706/1	110.2
706/2	36.7
706/3	725.1
706/4	38.2
706/5	170.2
706/6	226.0
706/7	4524.2
706/8	37.8
706/9	41.6
706/10	685.5
706/11	34.4
706/12	144.0
706/13	302.1
706/14	20.2
<b>Total</b>	<b>13,026.80</b>

and bounded as follows:

- On or towards the North : By properties bearing CTS No. 720
- On or towards the East : By properties bearing CTS Nos.705, 705/1
- On or towards the South : By properties bearing CTS. No.705, 705/3, 705/4, 705/5 & 708
- On or towards the West : By properties bearing CTS Nos.707, 707/1, 707/2, 707/3, 714, 715 and 716

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
(List of Amenities)

1. Concealed plumbing
2. Common TV antenna and intercom system
3. Common lobbies and staircase upto terrace will have decorative flooring
4. High speed elevators
5. Decorative entrance lobby of the building
6. Exterior of the building to have finishing done with good quality paint
7. Vitrified flooring in living, dining, kitchen and 2 bed rooms.



बदर-१५	
e319	32
२००९	


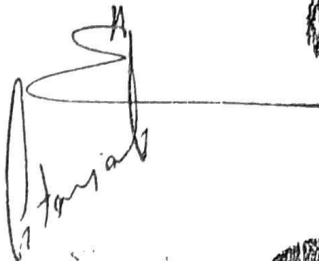



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2

- 8. Wooden flooring in study.
- 9. Ceramic tiles in bathrooms and kitchen dado.
- 10. Aluminium sliding / openable windows.

**ATTESTED**  
**A. P. MAROO**  
 NOTARY  
 MAHARASHTRA  
 (GOVT. OF INDIA)


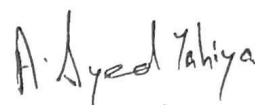
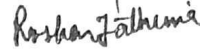
SIGNED AND DELIVERED by the )  
 within named "Developer" Oberoi )  
 Constructions Private Limited through )  
 its Authorised Signatory/s )  
 1. Rajan N. Shengude )  
 2. Jitajali Trivedi )  
 pursuant to Power of Attorney dated

in the presence of...

- 1.
- 2.

SIGNED AND DELIVERED by the )  
 within named "Purchaser" )  
 1) Mr. A. Syed Yahiya )  
 2) Mrs. Roshan Fathima Syed )





  
  


in the presence of...

RECEIVED of and from the within named )  
 Purchaser, the sum of Rs. 6,988,849/- )  
 (Rupees Sixty Nine Lakhs Eighty Eight )  
 Thousand Eight Hundred and Forty )  
 Nine Only) towards instalments in clause )  
 3(a) and (g) paid by him/her/them to us, as )  
 within mentioned, )

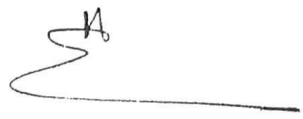

Rs.6,988,849/-

We Say Received  
 For Developer

MAROO  
 ARASHTRA  
 d.  
 OF

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 4  
 मुंबई उपनगर विभाग  
 MUMBAI SUBURBAN DIST., MUMBAI.

1.   
 2. 

Authorised Signatory/s

बदर-३५	
३३७	३८
२००९	१६

Witness:

OBEROI  
SPRINGS

Share Certificate No. 139

No. of Shares : 5

# OBEROI SPRINGS CO-OP. HSG. SOC. LTD.

Oshiwara Link Road, Near Monginis Cake Factory, Oshiwara, Andheri (West), Mumbai - 400 053.  
(Registered under the Maharashtra Co-operative Societies Act, 1960)  
Regn. No. MUM / WKW / HSG / TC / 14826 / 10 - 11 / 2010 DATED 16-09-2010

## SHARE CERTIFICATE

(Authorised Share Capital of Rs. 7,50,000/- Divided into 15000 Shares of Rs. 50/- each)

*This is to certify that Mr. Syed Yahiya*

*Mrs. Rooshan Fathima Yahiya*

is / are Registered Holders of 5 (Five) fully paid shares of  
Rs. FIFTY each numbered from 746 to 750 both inclusive, in  
OBEROI SPRINGS CO-OPERATIVE HOUSING SOCIETY LTD.,  
subject to the Bye Laws of the said Society.

Given under the common seal of the Society on this

20<sup>th</sup> day of September 2011



AUTHORISED M. C. MEMBER



SECRETARY



CHAIRMAN



## MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

DATE OF TRANSFER	TRANSFER NO.	TO WHOM TRANSFERRED	REGN. NO. OF TRANSFEREE
		Authorised M. C. Member      Chairman	Secretary
		Authorised M. C. Member      Chairman	Secretary
		Authorised M. C. Member      Chairman	Secretary
		Authorised M. C. Member      Chairman	Secretary
		Authorised M. C. Member      Chairman	Secretary