



# SHANKHESHWAR CONSTRUCTION PVT. LTD.

## BUILDERS, ENGINEERS & CONTRACTORS

**WORLI OFFICE :**

216, Shah & Nahar Est.  
Dr. E. Moses Road  
Worli, Mumbai-400 018  
Tel. : 4925015 / 4937302

**KALYAN OFFICE :**

Sudhansu Chambers  
1st Floor  
Kalyan (W),  
Tel. : 27075

**BORIVILI OFFICE :**

Shop No. 9, Sumer Nagar  
Opp. Kora Kendra, S.V.Road,  
Borivili (W), Mumbai-400092,  
Tel. : 8055614 / 8059957

**SITE OFFICE :**

Barve Road, Gandhare,  
Murbad Highway  
KALYAN (Dist. Thane)  
Tel. : 418280

To,

Mr SUBODH T.KACHARE

Sub: Possession of Flat/Shop No.C-203 2nd Floor of  
the Building ANKIT situated at "Chandresh Galaxy"  
Gandhare, Barave road, Kalyan[W] .

Dear Sir,

Received full and Final payment of the due instalments as  
mentioned in Agreement and the society and other charges for the  
said booked Flat/Shop No.C-203 in the Building ANKIT situated at  
"Chandresh Galaxy, Barave Road Kalyan[W].

The Possession of the said Flat is given to Mr. SUBODH T. KACHARE  
on dtd 29/08/99.

Thanking you,

Your's Faithfully,

  
For Shankheshwar Construction Pvt.Ltd.

# ANKIT CO-OP. HOUSING SOCIETY LIMITED

Registration No. TNA/KALN/HSG/(TC)/11800/2000-01 Dtd. 15.5.2000  
Chandresh Galaxy, Godrej Hill Road, Kalyan (W) - 421 301.  
(Registered under Maharashtra Co-operative Society Act, 1960)

## SHARE CERTIFICATE

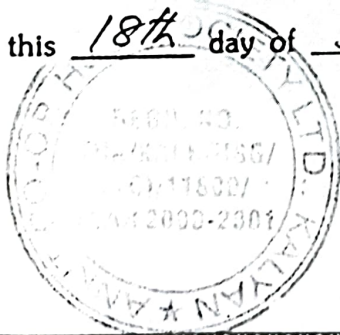
Share Certificate No. SC065 Members Register No. M065 No. of Shares 5

Authorised Share Capital Rs. 28,000/- Divided into 560 Shares of each of Rs. 50/- only

THIS IS TO CERTIFY that Shri/Smt./M/s. S. T. Kachare

is the Registered Holder of 5 (Five) fully paid up shares of Rs.50/- (Fifty Only) each numbered from D321 to D325 both inclusive, in ANKIT CO-OP. HOUSING SOCIETY LTD., Chandresh Galaxy, Godrej Hill Road, Kalyan (W) - 421 301. subject to the Bye-laws of the said Society.

Given under the Common Seal of the said Society at KALYAN  
this 18th day of January 2003.



Pravie  
Authorised  
M. C. Member

S. T. Kachare  
Secretary

Akshay Kachare  
Chairman

917

GENERAL STAMP OFFICE  
TOWN HALL, FORT,  
MUMBAI - 400 023.  
MAH/GSO/005

WARD NO. 8-C-2 Bldg Grt+7  
FLAT/SHOP/ROOM/BUNGLOW 510 Sq.ft.  
MARKET VALUE 4,74,300/-  
ACTUAL VALUE 4,59,510/-

INDIA  
REVENUE  
Rs. 0008000  
291979  
MAHARASHTRA  
his 00033  
-9.2.98  
# 109016308

AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay  
12<sup>th</sup> day of FEB 1998 .

BETWEEN

Skachere

Shri S. P. Khorgade  
SHRI S. P. KHORGADE  
DESK OFFICER  
Employment & Self Employment Deptt.,  
Mantralay, Mumbai-32.

M/S SHANKHESHWAR CONSTRUCTION PVT. LTD., A Company Registered and incorporated under the provisions of the Indian Companies Act, 1956, having their registered office at 216, Shah & Nahar Estate, Dr.. EMoses Road, Worli, Bombay 400 018 hereinafter referred to as 'DEVELOPERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part;

A N D

MR./MRS./MISS SUBODH YUKARAM KACHARE  
AGE ABOUT 27 YRS, OCCUPATION - SERVICE.  
an Indian Inhabitant, Residing at C-5 MONITORING  
STATION STAFF QTRS, GORAI ROAD,  
BORIVALE (W), MUMBAI 91

hereinafter referred to as 'THE PURCHASER' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the heirs, executors, administrators and assigns) of the Other Part.

WHEREAS by way of an agreement/conveyance Mr. Sayed Imtiyaz Hussain Abdul Majid is absolutely seized and possessed various pieces or parcels of land or ground situated at village

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Gandhare, Tal. Kalyan, Dist. Thane, more particularly described in the Schedule hereunder written.

A) (1) AND WHEREAS Shri Sayed Imtiyaz Hussain Abdul Majid has purchaed the said property under a Deed of Conveyance dated 26-8-1969 Registered at the office of Sub-Registrar of Assurance under Sr. No. 2064 from Shri Hansraj Chawda.

(2) WHEREAS by an agreement for sale dated 15-2-1993 Shri Sayed Imtiyaz Abdul Majid is the original owner had agreed to sell the said property to M/s Saurabh Enterprises, a Partnership Firm, registered under the provisions of the Indian Partnership Act, 1932 through its partner (Shri Jagdish Nawalchand Lodaria (confirming party).

(3) AND WHEREAS M/s Saurabh Enterprises (confirming party) has informed the original owner that they do not want to proceed with the development of the said property and has agreed to release, relinquish and surrender all their right, title and interest in the said property for a lumpsum price/consideration paid to the original owner by the confirming party.

(4) AND WHEREAS Shri Sayed Imtiyaz Hussain Abdul Majid the original owner by an agreement for sale dated 13th day of May 1994 has agreed to sell his right, title and interest in plots of land bearing Survey No. 33 Hissa No. 1 Pt. Survey No. 33, Hissa No.2, Survey No. 33 Hissa No. 3 Pt. Survey No.45, Hissa No.1, total admeasur-




  
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DESK OFFICER  
Employment & Self Employment Deptt.,  
Mantralay, Mumbai-32.

ing 16350 Sq.Mtrs. lying being & situate at village Gandhar, Tal. Kalyan, Dist. Thane, or their part in favour of M/s Shankeshwar Construction Pvt. Ltd.

(5) AND WHEREAS M/s Saurabh Enterprises through its partner Shri Jagdish Navalchand Lodarria have confirmed and agreed the abovesaid dealings between the original owner and M/s Shankeshwar Construction Pvt. Ltd., by an agreement dated 13th May 1994.

(6) AND WHEREAS on the advent of coming into force of the Urban Land (Ceiling and Regulations) Act, 1976, the Vendor had filed the Return under Sec. 8(1) of the said Act and the Dy. Collector and Competent Authority, Ulhasnagar Urban Agglomeration, Thane under Order No. ULC/ULN/6(1)SR-7 Gandhare dated 27-3-1989 have deducting an area 1541.50 out of Survey No. 33, Hissa No.1 (P) consequently declaring the balance property admeasuring 14708.00 Sq.Mtrs. as land to be retained in the hands of the Vendors (hereinafter for the sake of brevity called and referred to as the 'Said Property').

- B) By and under an agreement made between the Holder of the one part and the developers herein of the other part, the original owners have appointed the Developers herein respect of plot bearing.

  
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Survey No.	Hissa No.	Area
		Sq.Mtrs
33	1	14420-00
33	3	280-00
33	2	500-00
45	1	1150-00
		16350-00

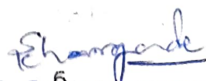
Total admeasuring area 16350-00 Sq.Mtrs.(Approx)

In pursuance of the said consent terms and the Builders have been put up in exclusive possession of the properties more particularly described in the Schedule hereunder written and the builders have paid to the original owners amount payable by them for which the development right have been granted to the Developers herein.

D) The Plans in respect of the buildings proposed to be constructed on the said property have been sanctioned by the concerned authorities (i.e. Kalyan Muncipal Corp.) and the Developers are developing the said property in accordance with the sanctioned plans.

E) While sanctioning the aforesaid plans the KMC had laid down certain terms and conditions stipulated which are to be observed and performed by the Developers when developing said property and the building and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by KMC.



  
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- F) The Developers are entering into separate agreement with several persons and parties for sale of flats/shops in the building which is being constructed by the Developers on the said property.
- G) The copies of report on title issued by the Attorney at Law of the Developers and the copies of the Plans and specifications of flats/shops agreed to be purchased by the Purchaser and approved by the concerned KMC authority have been annexed hereto as Annexure 'A' 'CHANDRESH GALAXY'.
- H) Accordingly the Developers are constructing buildings (hereinafter referred to as the said buildings') on the said property which is named as 'CHADRESH GALAXY'.
- I) The Developers have supplied to the Purchaser such of documents mentioned in rule 3 of the Maharashtra Ownership Flats Rules 1964 (hereinafter called the 'Said Rules') as demanded by the Purchaser.
- J) The Purchaser has made an application and requested to the Developers for allotment to the Purchaser of Flat/Shop bearing No. 1203 on the SECOND Floor in C Wing of the building in ANKIT being constructed on the said property.
- K) Under Section 4 of the Ownership Flats Act the Developers are required to execute a written agreement for sale of the said Flat to the Purchaser being in fact these present and also to register the said agreement under the Indian Registration Act.

  
  
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L) AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra Co-op. Society Act, 1960 (Mah. Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation Act, 1976, the Flat Purchaser has made a declaration to the effect firstly, that neither the Flat Purchaser nor the members of the family (family as defined under the Urban Land (C & R Act of 1976) of Flat Purchaser own a tenement, house or building within the limit of Kalyan, Thane.

M) AND WHEREAS relying upon the said application declaration and agreement, the Builders/Promoters agreed to sell to the Flat Purchaser a flat at the price and on the terms and conditions hereinafter appearing.

Prior to execution of these presents at the time of booking the Purchaser has paid to the Developers a sum of Rs. 2000/-  
(Rupees TWO THOUSAND only) being the part payment of the sale price of the premises agreed to be sold by the Developers to the Purchasers as advance payment or deposit (payment and receipt whereof the Developers do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developers the consideration of the sale price in the manner hereinafter appearing.

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





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SHRI S. P. KHORGADE  
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Employment & Self Employment Deptt.

1. The Developers shall construct the said building consisting of ground and upper floors on the said land in accordance with the plans, design, specifications approved by the KMC authority and which have been seen and approved by the Purchaser with only such variations and modifications and the Developers may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

PROVIDED THAT the Developers shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said premises of the Purchaser.

2. The Purchaser hereby agreed to purchase from the Developers and the Developers hereby agree to sell to the Purchaser the said premises ~~Flats/Shops~~ bearing No. C/203 of the Super Built up area admeasuring 510 Sq.ft (which is inclusive of the area of balconies) on SECOND floor as shown in the floor plan hereto annexed into 'ANKIT' building (hereafter referred to as the said premises) at or for the price of Rs. 4,59,510/- (Rupees FIFTY NINE THOUSAND FIVE HUNDRED TEN only) including the price of the common area and facilities appurtenant to the said premises, the nature, extent and description of the common/limited common area and facilities/limited facilities which are more particularly described in the Schedule hereunder. The Purchaser has paid on or before the execution of this agreement at the time of booking a sum of Rs. 20,000/- and agrees to pay to the

  
  
P. S. P. KHORGADE  
DESK OFFICER  
Housing & Self Employment Deptt.,  
Mantralay, Mumbai-32.

Developers balance amount of purchase price in the following manner :

1. At the time of agreement Rs. 76,120/-
2. On completion of Footing Rs. 32,170/-
3. On completion of First Slab Rs. 32,170/-
4. On completion of 2nd Slab Rs. 32,170/-
5. On completion of 3rd Slab Rs. 32,170/-
6. On completion of 4th Slab Rs. 32,170/-
7. On completion of 5th Slab/ Rs. 32,170/-
8. On completion of 6th Slab/ Rs. 32,170/-
9. On completion of 7th Slab/ Rs. 32,170/-
10. On completion of 8th Slab/ Rs. 32,170/-
11. On completion of Plumbing Rs. 32,170/-
12. On completion of Flooring Rs. 32,170/-
13. On possession of Shop/Flat Rs. 27,530/-

3. The Developers hereby agree to observe perform and comply with all the terms, conditions stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser obtain from the concerned local authority occupation and/or completion certificate in respect of the said flat/shop in the building.

4. The Developers hereby declare that the Floor space Index available in respect of the said land is        Sq.Mtrs. only and that no part of the said floor space index has been

utilised by the Promoters/Builders else where for any purpose whatsoever. In case the said floor space index has been utilised by the Promoters/Builders else where, then the Promoter/Builders shall furnish to the Purchaser all the detailed particulars in respect of such utilisation of the said floor space index by them. In case while developing the said land the Promoters/Builders have utilised floor space index of any other land or properly by way of floating floor, then the particulars of such floor space index shall be disclosed by the Promoters/Builders to the Purchaser. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the Promoters/Builders till the registration of the Society, whereas after registration of the Society, the residual F.A.R (F.S.I) shall be available to the Society.

5. The Purchaser agrees to pay the Promoters/Builders interest @ 24 % on the amounts which become due and payable by the Purchaser to the Promoters/Builders.

6. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters/Builders under this agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and two instalment due and payable amount of sale price/other and on the Purchaser committed breach of any of the terms and conditions herein contained, the Promoters/Builders shall be entitled at their own option to terminate this agreement. PROVIDED ALWAYS

*S. P. Khorgade*

S. P. KHORGADE  
DESK OFFICER  
Housing & Self Employment Deptt.,  
Mumbai-32



that the power of termination hereinbefore contained shall not be exercised by the Promoters/Builders unless and until the Promoters/Builders shall have given to the Purchaser fifteen prior notice in writing of their breach or breaches of terms and conditions in respect of which it is intended to terminate this agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice; PROVIDED FURTHER that upon termination of the agreement as aforesaid, the Promoters/Builders shall refund to the Purchaser the instalments of sale price of the said premises, which may till then have been paid by the Purchaser to the Promoters/Builders but the Promoters/Builders shall not liable to pay to the Purchaser any interest on the amount so refunded or any kind to specific performance and upon the termination of this agreement and refund of aforesaid amount by the Promoters/Builders, the Promoters/Builders shall at liberty to dispse off and sell the said premises to such person and at such price as the Promoters/Builders may in their absolute discretion think fit.

7. The fixture, fittings and amenities to be provided by the Promoters/Builders in the said building and in the said premises are those that are set out in Annexure 'D' annexed hereto.

8. The Promoters/Builders shall give possession of the said premises to the Purchaser on or before OCT. 1998 . If the Promoter/Builders fail or neglect to give possession of

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*Shri S. P. Khorgade*  
**SHRI S. P. KHORGADE**  
DESK OFFICER  
Employment & Self Employment Dept  
Mantralay: Mumbai-22

of the said premises to the Purchaser on account of reasons beyond their control and/or their agents as per the provisions of Sec. 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the dates prescribed in Section 8 of the said Act, then the Promoters/Builders shall be liable on demand to refund to the Purchaser the amount already received by them in respect of the said premises with simple interest at 9 % per annum from the date of the Promoters/Builders received the sum till the date the amounts and interest thereon is repaid. PROVIDED THAT by mutual specified in Section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters/Builders to the Purchasers, they shall, subject to prior encumbrances, if any, be a charge on the said land as, the construction of the building in which the said premises are situated or were to be stated; PROVIDED THAT the Promoters/Builders shall be entitled to a reasonable extension of time giving delivery of the said premises on the aforesaid date, if the completion of the building in which the said premises is to be situated is delayed on account of :

- (1) Non availability of steel, cement, other building material, water or electricity.
- (2) War, Civil commotion or Act of God.
- (3) Any notice, order, rule, modification of Government and/or other public or competent authority.

*Emergence*  
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DESK OFFICER  
ment & Self Employment Deptt.,  
Mantralay, Mumbai-32

(4) Delay in granting occupation certificate and/or completion certificate from the concerned Municipal and/or Government Authority.

(5) Earth quake, floods and natural calamities of any kind.

9. The Purchaser shall take possession of the said premises within 15 days of the Promoter/Builders giving written notice to the Purchaser intimating that the said premises are ready for use and occupation; PROVIDED THAT if within a period of three days from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoters/Builders any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorised changes in the construction of the said building when wherever possible each defect or unauthorised changes shall be rectified by the Promoters/Builders at their own costs and in case it is not possible to rectify such defect or unauthorised changes, then the Purchaser as the case may be shall be entitled to receive from the Promoters/Builders reasonable compensation for such defect or change.

10. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose of resident.

11. The Purchaser along with other Purchasers of the such premises in the building shall join in forming and registering the society or a limited company to be known by such name as the said Purchasers of such premises.



and the said building in favour of such society of limited company, as the case may be such conveyance shall be in keeping with the terms and provisions of this agreement.

13. Commencing a week after notice in writing is given by the Promoters/Builders to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the said premises) of outgoings in respect of the said land and building namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government, water charges insurance, common lights, repairs and salaries and other expenses necessary and incidental to the management and maintenance of the said land and building/s, until the Society/Limited Company is formed and the said land and building transferred to it, the Purchaser shall pay to the Promoters/Builders such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoters/Builders provisional monthly contributions of Rs. 38.50 (calculated @ 75 paise per Sq.ft.) per month towards the outgoings and shall keep deposited with the Promoters/Builders twelve (12) months advance of such contribution without interest prior to taking possession of the said premises. The amounts so paid by the Purchaser to the Promoters/Builders shall not carry any interest and remain with the Promoters/Builders until a conveyance is executed in

*Shri S. P. Khorgad*  
SHRI S. P. KHORGAD  
DESK OFFICER  
Employment & Self Employment D  
Mantralay, Mumbai-32.



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~~200~~  
~~100~~  
d) 4590/=

for porportionate share (@ 75 paise per Sq.ft.) of taxes and other charges (minimum 12 month deposit)

e) 2550/=

@ Rs. 5/- per sq.ft. towards infrastructure development charges.

f) 10,000-00

for electric meter cost of

g) 1000.00

M.S.E.B. deposits etc.,

Penalty For Balcony Enclosure  
(Rupees TWENTY ONE THOUSAND

21,400.00

FOUR HUNDRED. ONLY)

15. The Promoters/Builders shall utilise the sum of Rs. 3,360/- (the same amount mentioned in item No. (a) <sup>to C</sup> of clause 14 above) paid by the Purchaser to the Promoters/Builders for meeting all legal costs, charges and expenses, including professional costs of the Attorney at law/advocates of the Promoters/Builders in connection with formation of the said society or as the case may be Limited Company. Preparing its rules, regulations and bye laws and the cost of preparing and engrossing this agreement and the conveyance.

16. It is agreed that before the possession of the said premises is handed over to the Purchaser, the Purchaser shall keep deposited with the Promoters/Builders his/her/their/its share of stamp duty and registration charges in the form of fixed deposit receipts of any Nationalised Bank in the name of the Promoters/Builders and the Purchaser shall be entitled to interest accrued thereon. At the time of registration of the Deed of Conveyance Promoters/Builders shall utilise the said Fixed Deposit Receipt money towards the Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or any document of instrument of

~~100~~  
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*Shri S. P. Khorgade*  
**SHRI S. P. KHORGADE**  
DESK OFFICER  
Employment & Self Employment Deptt.,  
Mantralay, Mumbai-32.

transfer in respect of the said land and the building to be executed in favour of the society or limited company.

17. The Purchaser himself/herself/themselves with the intention to bring all persons into whosoever hands the said premises may come, doth hereby covenant with the Promoters/Builders follows:

(a) To maintain the said premises at Purchaser's own costs fair and tenantable repairs and conditions from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against rules, regulations or bye laws or concerned local or any other authority or changes/alter to make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.

(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the society or limited company or the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floor which may damage or likely to be damaged the staircase, common passages, or any other

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DESK OFFICER  
ent & Self Employment Deptt.,  
Mumbai-22.

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structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated in case of any damage is caused to the building of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and damages.

(c) To carry out at his/her/their/its own costs all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoters/ Builders to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may have been given under the rules and regulations and bye laws of the concerned local authority of other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or caused to be demolished the said premises or any part thereof not at any time make or cause to be made any additions or alterations of whatever nature in or to the said premises of any part thereof, not only alteration in the elevation and outside colour scheme of the building in which the said premises is

*TR*  
*to*

specified below :

Mr. Subodh T. Kachare  
C-5 Monitoring str. stations.  
Gorai Road Borivali (W)  
Mumbai-91'

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground admeasuring about \_\_\_\_\_ Sq.Yds. or thereabouts i.e. 16350 Sq.Mtrs. situate lying and being at village Gandhare, Barave Road, bearing Survey No.33 Hissa No. 1 (Pt), Survey No. 33, Hissa No. 3 (Pt), Survey No. 33, Hissa No. 2 and Survey No. 45, Hissa No. 1.

ON OR TOWARDS EAST : Boundry of majje Barave

ON OR TOWARDS WEST : S.NO.-133/1(Pt) belonging Shri. Paringe

ON OR TOWARDS SOUTH : Property bearing S.NO.32

ON OR TOWARDS NORTH : Barave Road and Barave Village

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals, on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED  
by the within named PROMOTERS  
BUILDERS M/S SHANKESHWAR  
CONSTRUCTION PVT.LTD. by one  
of its Director

DINESH S. MEHTA  
In the presence of K. S. SONKAR  
Kulpan (D)

SIGNED, SEALED AND DELIVERED  
by the within PURCHASER

Shri/Smt. SUBODH T. KACHARE

KACHARE

In the presence of Shri. Sachin H. Sakar

Surgeade  
RI S. P. KHORGADE  
DESK OFFICER  
Employment & Self Employment Deptt.  
Mantralay. Mumbai-32

Shri. Sachin H. Sakar  
Sachin H. Sakar



D. S. SHEKHAWAT  
B.A.LL.B.  
Advocate High Court  
Bombay

Office Tel. 2054000  
Room No. 27, Darashaw  
Building 24, Jambul,  
Wadi, Dhobi Talao  
Kalbadevi Road,  
Bombay 400 002

31<sup>st</sup> Aug 1994

TITLE CLEARANCE CERTIFICATE  
TO WHOMSOEVER IT MAY CONCERNE

This is to certify that I have investigated the title in respect of lands situated at village Gandhare, within the limits of KalyanMunicipal Corporation and Taluka and District Thane.

Survey No.	Hissa No.	Area	Owner's Name
33	1 pt	1-3	Sayed Intiyaz
33	3 pt.	0-05	HussaAbdul
33	2	0-2-5	Abdul Majid
45	1	0-8-0	

and found that are absolute owner of the said properties and have been enjoying the same as absolute owners.

AND WHEREAS by deed of agreement/conveyance Mr. Sayed Intiyaz Hussain Abdul Majid purchased the lands.

AND WHEREAS by deed of agreement dated 13-5-1994 Mr. Sayed Intiyaz Hussain Abdul Majid transferred the lands to M/s Shankeshwar Constructions Pvt. Limited having their office at 216 Shah & Nahar Estimate Worli, Bombay 400 018

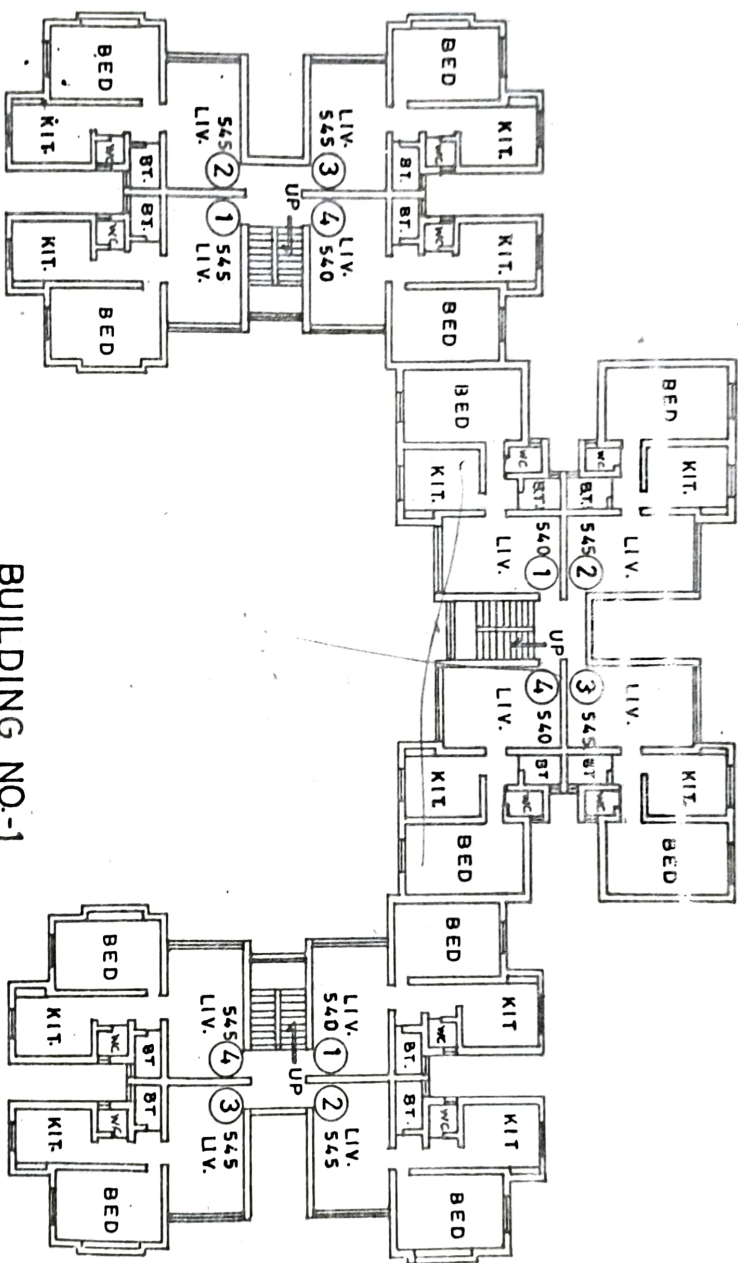
AND WHEREAS the title of M/s Shankeshwar Construction Pvt. Ltd., are marketable and free from all encumbrances of whatsoever nature.

Sd/  
D. S. SHEKHAWAT  
Advocate.

True Copy

*Shri S. P. Khorgade*  
SHRI S. P. KHORGADE  
DESK OFFICER  
Employment & Self Employment Deptt.,  
Mantralay, Mumbai-32.

GATEWAY



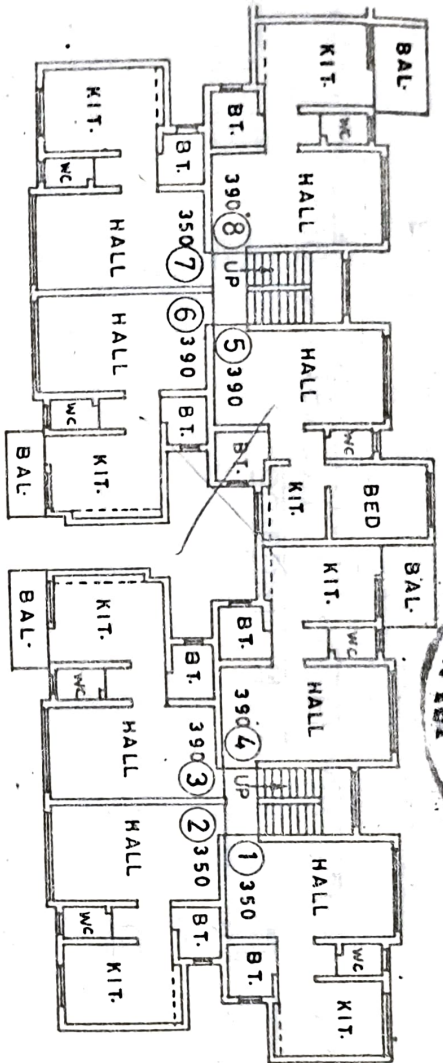
BUILDING NO-1  
GROUND, 1ST, 2ND & 3RD FLOOR PLAN

FLAT NO. \_\_\_\_\_ ON THE \_\_\_\_\_ FLOOR  
IN THE BUILDING



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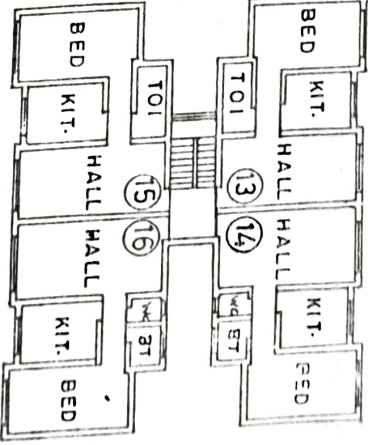
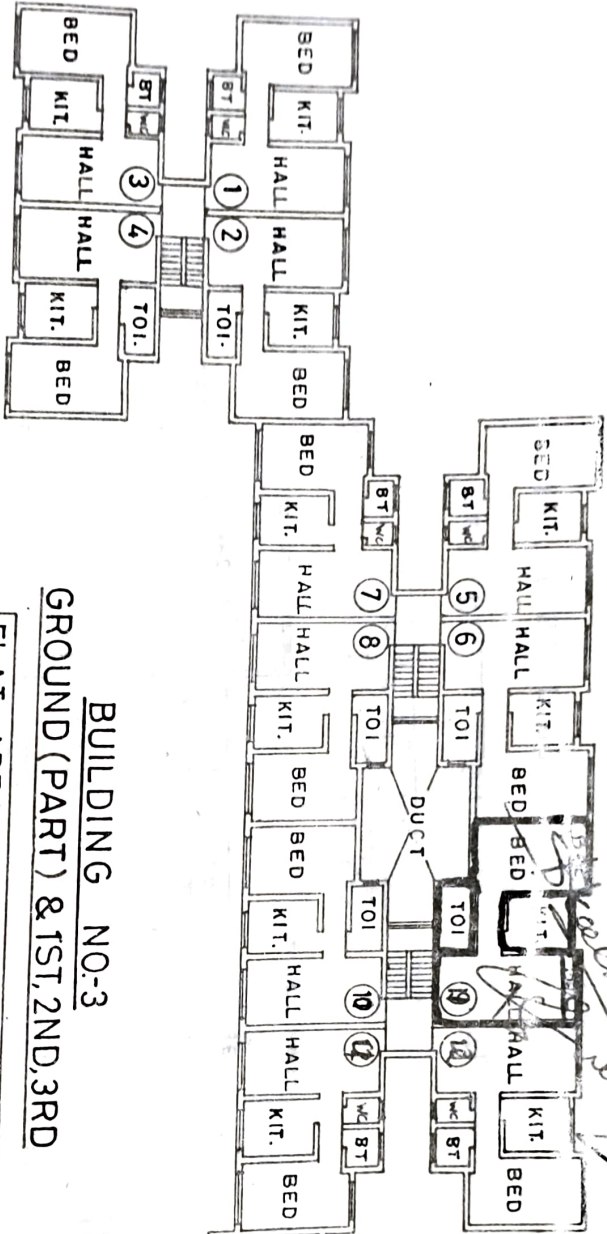


BUILDING NO:2  
TYPICAL FLOOR PLAN

FLAT NO. \_\_\_\_\_ ON THE \_\_\_\_\_ FLOOR  
IN THE BUILDING \_\_\_\_\_

*Khorgade*

SHRI S. P. KHORGADE  
DESK OFFICER  
Employment & Self Employment Deptt.,  
Mantralay, Mumbai-32.



BUILDING NO-3  
GROUND (PART) & 1ST, 2ND, 3RD  
FLAT AREA - 510 SQ.FT (TYPICAL)  
 FLAT NO. C/203 ON THE SECOND FLOOR  
 IN THE BUILDING AND KIT

*Handwritten signature*

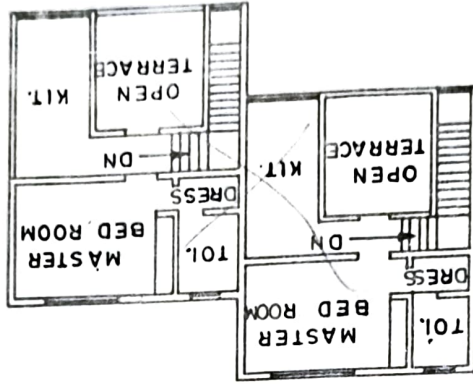
*Khorgade*  
**SHRI S. P. KHORGADE**  
 DESK OFFICER  
 Employment & Self Employment Deptt.,  
 Mantralay, Mumbai-32.



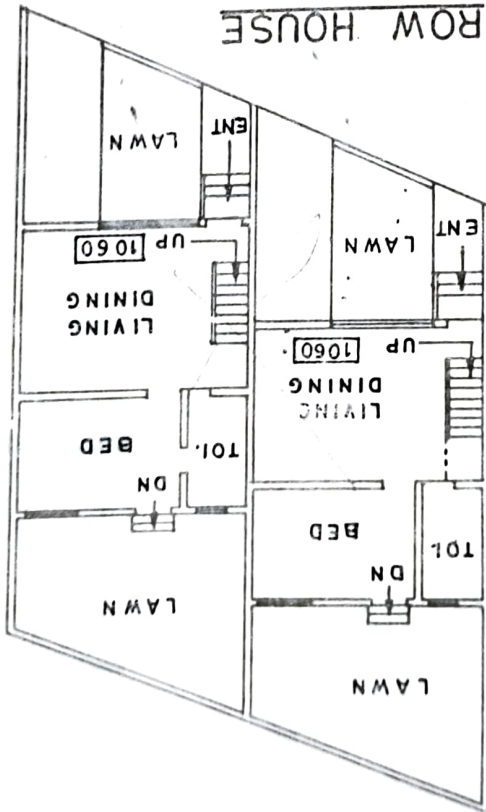


SHRI S. P. KHORGADE  
DESK OFFICER  
Employment & Self Employment Dept.,  
Mumbai-32

ROW HOUSE NO. \_\_\_\_\_  
FIRST FLOOR PLAN



ROW HOUSE  
GROUND FLOOR PLAN BLD. NO-5



सौ. जे. जे. शंकर सा. कल्याण

सूची क्र. दोन Index No. II

नोंदणी ६३ म. ६.  
Regn. 63 m.c



विवरण Nature of deal, as in case of lease, or whether lessor or tenant pays assessment	क्षेत्र Area	आकाली किंता जुडी देण्यात येत असित तेव्हा Assessment or Judi when given	दस्तावेज करून देणाऱ्या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हजुरनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता Name of the executing party or in case of a Decree or Order of Civil Court, of Defendant and Detailed address	दिनांक Date of		अनुक्रमिक, खंड व पृष्ठ Serial No., Volume and Page	वापरकर्त्याचे मुद्रण मुद्रण Stamp Duty paid on Market Value	रजिस्ट्रार नोंदणीची Registration Fee paid on Market Value	शेरा Remarks
				करून दिल्यास Execution	नोंदणीचा Registration				
करार क. ४५६५१०	३३/१९ पिठा, ३३/२	३३/१९ पिठा, ३३/२	श्री. सुबोध कुमारी प्लान नं. १०५१२/१९९४	०६/०६/२०१२	२४४/२५९४	६०००/-	६०५०/-	११	१२
वास्तविक क. ४५६४३००	३३/१३ पिठा, ४५/१९	३३/१३ पिठा, ४५/१९	श्री. सुबोध कुमारी प्लान नं. १०५१२/१९९४	०६/०६/२०१२	२४४/२५९४	६०००/-	६०५०/-	११	१२
वास्तविक क. ४५६४३००	३३/१३ पिठा, ४५/१९	३३/१३ पिठा, ४५/१९	श्री. सुबोध कुमारी प्लान नं. १०५१२/१९९४	०६/०६/२०१२	२४४/२५९४	६०००/-	६०५०/-	११	१२
वास्तविक क. ४५६४३००	३३/१३ पिठा, ४५/१९	३३/१३ पिठा, ४५/१९	श्री. सुबोध कुमारी प्लान नं. १०५१२/१९९४	०६/०६/२०१२	२४४/२५९४	६०००/-	६०५०/-	११	१२



जो क्रमांक २३४५२२  
तद्वर नक्का अर्कर  
ने स्थानित पाईल  
यांचा अर्कर  
नक्का स्थान नं. ३०१०५०२२  
३०/०५/२०२२  
पु. सा. दुय्यम निबंधक कल्याण - १

Mortgaged premises shall have become vested in or to the said Mortgaged premises or any of them and that the Mortgagor will at all at the cost, until foreclosure or sale, of the Mortgagor and afterwards of the person or persons requiring the same execute and to every such lawful assurances and things for the further or more perfectly assuring all or any of the said Mortgaged premises unto and to the use of the Mortgagees and in manner aforesaid as shall be reasonable required.

Skachere

19. The Mortgagor do hereby convent with the Mortgagees that qua the Mortgagees the Mortgagor shall be in a position of mere licensee and that in the event of the Mortgagees being compelled to realise the security under the terms of these present the Mortgagees shall be entitled to in their opinion to eject the Mortgagor in the said Mortgaged premises shall have become vested by sale, lease or otherwise however or in the alternative to claim from each of them in full standard rent or economic rent whichever is higher in respect of the said Mortgaged premises.

20. The all cost and charges and the expenses of this Mortgage shall be borne and paid by the Mortgagor.

THE SCHEDULE ABOVE REFERRED TO:

Flat No. C/203 on the second floor, area admeasuring 510 sq.ft. 47.47 sq.mts. in the building known as Ankit Chandresh Galaxy situated on the piece of land bearing S. No. 33 & 45 H. No. 1pt, 2, 3, pt & 1 & C.T.S. No. - of village Gandhare in the Registration District of Thane and Sub District Kalyan and bounded as follows:

Skachere

On or towards the EAST by : Boundry of Mouje Barave,

On or towards the WEST by: S.No.113/1 (pt) belonging to shri. Paringe.

On or towards the NORTH by : Barave Rd, and Barave Village boundary .

On of towards the SOUTH BY : property bearing S.No.32.