
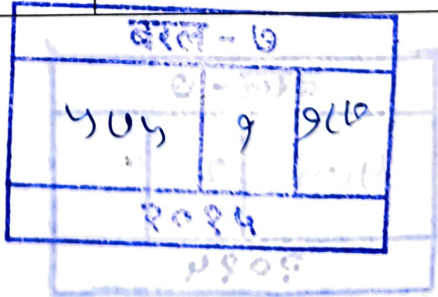


CHALLAN
MTR Form Number-6

MH004819447201415M		BARCODE	Date	29/12/2014-14:18:06	Form ID	25.2
Department	Inspector General Of Registration		Payer Details			
Mode of Payment	Registration Fees		TAX ID (If Any)			
	Ordinary Collections IGR		PAN No. (If Applicable)		BDLPS9531B	
Invoice Name	BRL3_JT SUB REGISTRAR BORIVALI 3		Full Name		NAVNATH DAGDU SHINDE	
	MUMBAI		Flat/Block No.		SHOP NO 7 RAJ HILL BUILDING NO 2	
Year	2014-2015 One Time		Premises/Building			
Account Head Details		Amount In Rs.	Road/Street		DATTAPADA ROAD BORIVALI EAST	
0063301	Amount of Tax		Area/Locality		MUMBAI	
		30000.00	Town/City/District			
			PIN		4 0 0 0 6 6	
			Remarks (If Any)			
						
			Amount In	Thirty Thousand Rupees Only		
		30000.00	Words			
Payment Details			FOR USE IN RECEIVING BANK			
STATE BANK OF INDIA			Bank CIN	REF No.	00040572014122980586	CP12692929
Cheque-DD Details			Date	29/12/2014-14:18:06		
Signature Not Verified			Bank-Branch	STATE BANK OF INDIA		
Digitally signed by VIRTUAL TREASURY			Scroll No. , Date	565 , 30/12/2014		

Signature Not Verified
 Digitally signed by VIRTUAL TREASURY
 Date: 2015.07.15 15:56:30
 Reason: Secure Document
 Location: India



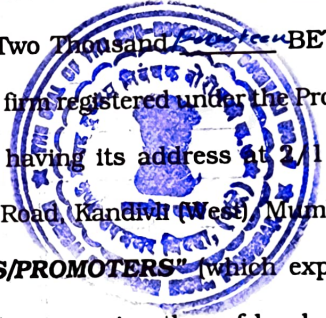
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AGREEMENT

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THIS ARTICLE OF AGREEMENT made at Mumbai this 31st day of December in the Christian Year Two Thousand 2004 BETWEEN **M/S. TMS ASSOCIATES**, a partnership firm registered under the Provisions of the Indian Partnership Act 1932, having its address at 2/1 Savitri Apartment, Near Bohra Colony, M. G. Road, Kandivli (West), Mumbai-400 067 hereinafter called the "**OWNERS/PROMOTERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, survivor or survivors of them, the heirs administrators, executors of the last surviving partner and assigns) of the **ONE PART**

AND



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Shri / Smt. / M/s. Naunath Dagdu Shinde residing Kiran Dagdu Shinde at Flat No-304, Rose Garden Co-op HSG Soc Ltd Pandurangwadi, Mira Road (E), Thane-401107 hereinafter called the "**PURCHASER/S**" (which expression shall unless

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it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respectively heirs, executors and administrators and assigns) of the **OTHER PART.**

WHEREAS

1) By Family Arrangement/Partition dated 25th June 1983 duly registered with the Sub Registrar of Assurances at Bombay under Serial No. 1607/1983 dated 17th September, 1987, made and executed between the said Maniben Govind Naran, Ratilal Govindji Mistry (Chotalia) and Vallabhdas Govind Mistry, being the heirs and legal representative of the deceased Govindji Naran Mistry who died intestate on or about 27th April 1950 in consideration of the amount paid to the said Maniben Govindji Naran, the property belonged to the deceased Govindji Naran Mistry came to be partitioned and divided amongst the said Ratilal Govindji Mistry and Vallabhdas Govind Mistry in the following manner and accordingly transferred, mutated and entered in the concerned recorded including City Survey Records.



<u>CTS NOS.</u>	<u>AREA</u>	<u>In Favour Of</u>
132A	2696.60	Vallabhdas G. Mistry
132A(1) to (41)	795.70	Vallabhdas G. Mistry
140(Part)	96.30	Ratilal G. Mistry (Chotalia)
143	1512.60	Ratilal G. Mistry (Chotalia)
144(Part)	1098.00	Vallabhdas G. Mistry
		Ratilal G. Mistry (Chotalia)
145	294.00	Vallabhdas G. Mistry
		Ratilal G. Mistry (Chotalia)
146	480.00	Vallabhdas G. Mistry
		Ratilal G. Mistry (Chotalia)
147	287.00	Vallabhdas G. Mistry

Ratilal G. Mistry (Chotalia)		
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Ratilal G. Mistry (Chotalia)

Vallabhdas G. Mistry

Ratilal G. Mistry (Chotalia)

ii) The property being CTS No. 132A, 132A (1) to (41) admeasuring in all 3539.3 sq.mts. is more particularly described Firstly to the First Schedule hereunder written; the property being CTS No. 143 and 140 (Part) admeasuring in all 1608.90 sq.mts. is more particularly described Secondly to the First Schedule hereunder written and the property being CTS No. 144 (Part), 145, 146, 147 and 147(1) to (5) admeasuring in all 2230.10 sq.mts. is more particularly described Thirdly to the First Schedule hereunder written (for brevity's sake all the properties described Firstly, Secondly and Thirdly to the First Schedule hereunder written are hereinafter referred to as "the said properties")

iii) The said properties described Firstly, Secondly and Thirdly to the First Schedule hereunder written were full of structures/Chawls/stables and the same were occupied by various Tenants/Occupants occupying rooms/tenements/structures of diverse areas.

iv) The said Vallabhdas Govindji Mistry died intestate on 13th June 1997 leaving behind him his widow Smita Vallabhdas Mistry (Chotalia), Trupti Satish Pathak alias Trupti Vallabhdas Chotalia, Sweta Vallabhdas Chotalia and Kunal Vallabhdas Chotalia, as his only heirs and legal representatives as per the Law of Succession by which he was governed at the time of his death.

v) The said Smita Vallabhdas Chotalia died intestate on 4th March, 2000 leaving behind her the said Trupti Satish Pathak alias Trupti Vallabhdas Chotalia, Sweta Vallabhdas Chotalia and Kunal

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Trupti Satish Pathak alias Trupti Vallabhdas Chotalia		
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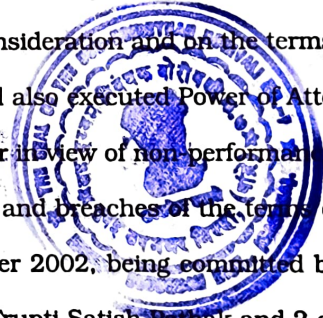
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Vallabhdas Chotalia, as her only heirs and legal representatives as per the Law of Succession by which she was governed at the time of her death.

- vi) By virtue of the aforesaid facts and documents, the said Trupti Satish Pathak alias Trupti Vallabhdas Chotalia, Sweta Vallabhdas Chotalia and Kunal Vallabhdas Chotalia (for short "the said Trupti Satish Pathak and two Others") were absolutely seized and possessed of and the Owners of the properties of the said Vallabhdas Govindji Mistry being described Firstly and Thirdly in the First Schedule hereunder written.

AND WHEREAS

- a) By an Agreement for Development dated 17th October 2002, the said Trupti Satish Pathak and 2 Others had agreed to grant/allow one Jagdish A. Dialani (Sole Proprietor of M/s. Dialani Developer) to develop the property described Firstly to the First Schedule hereunder written, at or for the consideration and on the terms and conditions as recorded therein and also executed Power of Attorney dated 17th October, 2002, however in view of non-performance and non compliance of the obligations and breaches of the terms of the said Agreement dated 17th October 2002, being committed by the said Jagdish A. Dialani, the said Trupti Satish Pathak and 2 others terminated and cancelled the said Agreement dated 17th October 2002 and revoked the Power of Attorney dated 17th October 2002.



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AND WHEREAS

- a) By a Deed of Conveyance dated 4th December 2007, duly registered with the Sub Registrar of Assurances at Borivli No. V under Serial No. BDR11-9833-2007 dated 4th December 2007, made and executed between the said Trupti Satish Pathak and two others therein called

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the Vendors, the said Ratilal Govindji Mistry therein called the Confirming Party and the Owners/Promoters herein therein called the Purchasers, the said Trupti Satish Pathak and two others for the consideration mentioned therein, and with the confirmation of the Confirming Party thereto sold, transferred, conveyed, assigned and assured unto and in favour of the Owners/ Promoters herein the property more particularly described in the Second Schedule thereunder written which is same as described Firstly to the First Schedule hereunder written, together with the structure standing thereon occupied by the Tenants/Occupants/Slum Dwellers and also together with all the benefits of use of common area and facilities as shown on the plan annexed thereto upon the covenants as recorded therein.

b) The said Trupti Satish Pathak and 2 Others had also authorized, appointed and nominated two of the partners of the Owners/ Promoters herein to do and perform certain acts, deeds, things and matters in respect of the property described in the Schedule hereunder written which is same as described Firstly to the Second Schedule hereunder written, and as more particularly recorded in Power of Attorney dated 4th December 2007, duly registered with the Sub Registrar of Assurances at Borivli No. V under Serial No. BDR11-9834-2007, dated 4-12-2007.

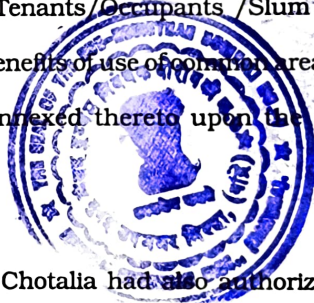
c) By a Deed of Cancellation dated 2nd day of January 2008, made and executed between the said Trupti Satish Pathak and 2 others, the said Jagdish A. Dialani and the Owners/Promoters herein, and the said Jagdish Dialani has Inter alia confirmed the cancellation and termination of the said Agreement dated 17th October 2002 and revocation of Power of Attorney dated 17th October 2002.

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AND WHEREAS

a) By Deed of Conveyance dated 4th December 2007, duly registered with the Sub Registrar of Assurances at Borivli No. V under Serial No. BDR11-9829-2007 dated 4-12-2007, made and executed between the said Ratilal Govindji Chotalia therein called the Vendors, the said Trupti Satish Pathak and two others therein called the Confirming Party and the Owners herein therein called the Purchasers, the said Ratilal Govindji Chotalia for the consideration mentioned therein and with the confirmation of the said Trupti Satish Pathak and two others sold, transferred, conveyed, assigned and assured unto and in favour of the Owners herein the property more particularly described Firstly and Secondly in the Second Schedule thereunder written which is same as described Secondly to the First Schedule hereunder written, together with the structure standing thereon occupied by the Tenants/Occupants /Slum Dwellers and also together with all the benefits of use of common area and facilities as shown on the plan annexed thereto upon the covenants as recorded therein.



b) The said Ratilal Govindji Chotalia had also authorized, appointed and nominated two of the partners of the Owners/Promoters herein to do and perform certain acts, deeds, things and matters in respect of the property described in the Schedule thereunder written which is same as described Secondly to the First Schedule hereunder written, and as more particularly recorded in Power of Attorney dated 4th December 2007, duly registered with the Sub Registrar of Assurances at Borivli No. V under Serial No. BDR11-9830-2007 dated 4-12-2007.

Serial No. BDR11-9830-2007		
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c) By Deed of Conveyance dated 4th December 2007, duly registered with the Sub Registrar of Assurances at Borivli No. V under Serial

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No. BDR11-9831-2007 dated 4-12-2007, made and executed between the said Ratilal Govindji Chotalia, the said Trupti Satish Pathak and two others therein called the Vendors and the Owners herein therein called the Purchasers, the said Ratilal Govindji Chotalia, the said Trupti Satish Pathak and two Others for the consideration mentioned therein sold, transferred, conveyed, assigned and assured unto and in favour of the Owners herein the property more particularly described Firstly and Secondly in the Second Schedule thereunder written which is same as described Thirdly in the First Schedule hereunder written, together with the structure standing thereon occupied by the Tenants/Occupants/Slum Dwellers and also together with all the benefits of use of common area and facilities as shown on the plan annexed thereto upon the covenants as recorded therein.

- d) The said Ratilal Govindji Chotalia and the said Trupti Satish Pathak and 2 Others had also authorized, appointed and nominated two of the partners of the Owners/Promoters herein to do and perform certain acts, deeds, things and matters in respect of the property described in the Schedule thereunder written which is same as described Thirdly to the First Schedule hereunder written, and as more particularly recorded in Power of Attorney dated 4th December 2007, duly registered with the Sub Registrar of Assurances at Borivli No. V under Serial No. BDR11-9832-2007 dated 4-12-2007.

- e) By virtue of the aforesaid facts and documents, the Owners/Promoters herein are absolutely seized and possessed off and well and sufficiently entitled to and the Owners of the said properties described Firstly, Secondly and Thirdly to the First Schedule hereunder written.



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AND WHEREAS on necessary applications and representations being made by the Owners/Promoters herein, the concerned authorities recorded, mutated and entered the name of the Owners herein, as Holders of the said properties described Firstly, Secondly and Thirdly to the First Schedule hereunder written, in their concerned records including P.R.Card, etc.

AND WHEREAS the said properties described Firstly, Secondly and Thirdly to the First Schedule hereunder written excluding portion thereof being C.T.S. No. 146, admeasuring about 480 sq.mts. (falling under existing Road, duly constructed) is more particularly described in Second Schedule hereunder written (for brevity's sake hereinafter referred to as "the said property").

AND WHEREAS the Owners herein proposed to carry out scheme of layout for development of the said property described in the Second Schedule hereunder written by demolition of the existing structure/chawls standing on the said property and to carry out construction of new buildings pursuant to sanction of plan and other permissions, orders, approvals, sanctions, etc. as may be sanctioned, granted/given by the concerned authorities including MCGM.

AND WHEREAS the property described Thirdly in the First Schedule hereunder written acquired and purchased by the Owners herein under the Conveyance dated 4th December, 2007 registered under Sr. No. BDR 2- 9831-2007 includes the property being C.T.S. No. 146 admeasuring about 480 sq.mtrs. falling under existing road duly constructed and the same is not forming part of the Layout Scheme for development of the property described in the Second Schedule hereunder written and the Owners are exclusively entitled to deal with their right in respect of the said property being C.T.S. No. 146 admeasuring about 480 sq.mtrs. and entitled to all the benefits, compensation, etc. in respect thereof.



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AND WHEREAS by various Agreements executed between the Owners herein and the Tenants/Occupants of the structures, the Owners, have inter alia got certain Tenants/Occupants vacated by paying them monetary consideration and to some agreed to provide free of costs permanent alternate accommodation in the new building/s to be constructed, on the said property who have agreed to vacate the premises in their respective possession and accept new premises in the building to be constructed on the portion of the said property by the said Owners, on the terms and conditions as recorded therein.

AND WHEREAS on necessary applications, plans etc. being submitted by the Owners, the Concerned Authority being Deputy Chief Engineer (Building Proposals) (W.S.) by its letter bearing Ref. No. CHE/2010/BP(WS)/LOR dated 30th June, 2008, inter alia informed that the plans submitted of the layout/amalgamation of the said property described in the Second Schedule hereunder written, alongwith letter dated 9th May, 2008 are approvable, on the terms and conditions as recorded therein.

AND WHEREAS the Concerned Authority being Collector of Mumbai Suburban District by his Order dated 13.1.2009 granted necessary permission for amalgamation of the said property described in the Second Schedule hereunder written, on the terms and conditions as recorded therein.

AND WHEREAS after amalgamation of the said property, on necessary applications and representations being made, Concerned Authority being _____, by its Writing/Order bearing Reference No. SRB 4310, dated 13/01/09, allotted/assigned C.T.S No. 132A to the amalgamated property described in the Second Schedule hereunder written.

AND WHEREAS the Owners have proposed a Development layout scheme/Project for construction of buildings and other amenities by use of the full potentiality and benefit of development by use of basic FSI available in respect of the said property described in the Second Schedule hereunder written as also the benefit of Transferable Development Right (TDR) to be acquired and purchased by them from open market and use,



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utilize, consume and exploit the same on the said property as receiving plot as may be permitted by the concerned Development authorities from time to time and to carry out construction of additional floors on the said buildings to be constructed and/or separate buildings as may be permissible and sanctioned from time to time in the said Development scheme/project and have presently applied for and obtained sanction of plans, issue of I.O.D. and Commencement Certificate, as follows:-

BUILDING NO.1

- 1) I.O.D bearing No. E.B./CE/A-4486/BS/AR dated 26th June 2008
- 2) Commencement Certificate under Ref. No. CHE/A-4486/BP(WS)/AP/AR dated 30th January 2009.

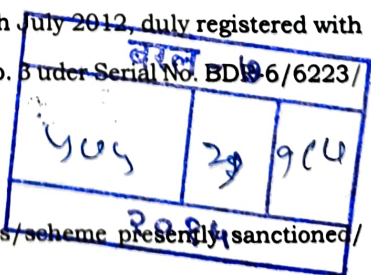
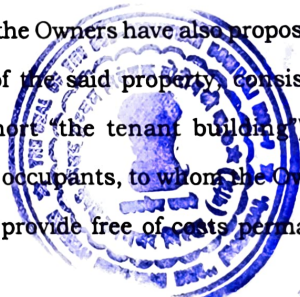
BUILDING NO.2

- 1) I.O.D bearing No. E.B./CE/A-4485/BS/AR dated 26th June 2008
- 2) Commencement Certificate under Ref. No. CHE/A-4485/BP(WS)/AP/AR dated 30th January 2009.

AND WHEREAS presently the Owners have also proposed to construct a building, on the West side of the said property, consists of Ground/ Stilt + 7 uppers floors (for short "the tenant building") inter alia for accommodation of the tenants/occupants, to whom the Owners have vide various Agreements agreed to provide free of costs permanent alternate accommodation.

AND WHEREAS the owners have availed the bebenefit of 0.33 FSI in respect of the said Building No.2 as permissible pursuant to Government Notification Under No. TPB-4308/776/CR-127/2008/UD-11 dated 10th April 2008 and shall utilize the same for construction of the said Building No.2 and also have given to the Commissioner, Mumbai Mahanagar Palika a Comprehensive Undertaking dated 26th July 2012, duly registered with Sub registrar of Assurances at Borivali No. 3 under Serial No. BDD 6/6223/2012 dated 26-7-2012 to that effect.

AND WHEREAS as per the plans/scheme presently sanctioned/



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approved in respect of which the concerned Development authority have issued IOD as aforesaid, the Owners have presently proposed to construct two (2) Buildings consists of common Ground/stilt Plus Podium + upper floors, (however the Owners/Promoters reserve their right to construct another building/s and/or provision for other upper floors on the said Building Nos. 1 and/or 2 and/or the said tenant building by use of benefit of TDR on being submitted and approved by use of development potentiality of FSI in respect of the said property to the extend possible and permissible) and are entitle and hereby reserve their right to make such amendment changes/modification or variation from time to time. The Owners are entitled to use, utilize, consume and exploit balance/ remaining potentiality of FSI, if any, available in respect of the said property as also the benefit of TDR by whatever named called and in all forms to be acquired and purchased by them so as to avail the same for construction of additional Building/ s and/or by way of additional floors on the said building No.1 and/or 2 and/or the said tenant building as presently shown in the said layout plan (Annexure "A") with such modifications or amendments variation as may be submitted by the Owners and as may be approved and sanctioned by the concerned Development authority.



AND WHEREAS the Owners have appointed DR. H. H. A. MEHTA registered with the Counsel of Architects having their registration No. M/320/LS. The Owners have also appointed DR.H.M.RAJE having License No. BMC/STR/R/25 as R.C.C. Consultant for the preparation of structural designs and drawings and the Owners have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the building as also the entire layout scheme of development unless otherwise agreed upon by the said Architect and/or the Structural Engineer.

AND WHEREAS M. N. Havnur, Advocate/s for the Owners by their Certificate dated 10/11/2007 has/have, inter alia, certified the right, title

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Owners to the Purchaser/s, as advance/earnest money (the payment and receipt whereof the Owners doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Owners the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under Section 4 of the said Act, the Owners herein are required to execute a written Agreement for Sale of the said flat/ premises/ garage/stilt car parking/open space car parking with the Purchaser/s which is in fact these presents and also to admit execution of this Agreement under the Indian Registration Act.

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

1. The Owners hereby declare and confirm that what is recited hereinabove with regard to their right, title and interest in respect of the said property described in the Second Schedule hereunder written and for development/redevelopment thereof under the layout development Scheme sanctioned to be sanctioned hereafter, with such amendments/modifications as may be permitted by the concerned authorities, shall be treated as declaration representation on their part and shall form integral part of this clause.
2. The Owners hereby represent and the Purchaser/s hereby confirms that the Owners have proposed layout scheme and the Project presently for construction of two buildings on the portion of the said property, out of which the Owners have presently undertaken construction of Building No. 2 known as "RAJ HILL" having 4 Wings and each Wing presently consist of Ground/stilt + Podium + 6 upper floors. The Owners have also undertaken construction of Building No. 1 in respect of which they have obtained sanction of plan and

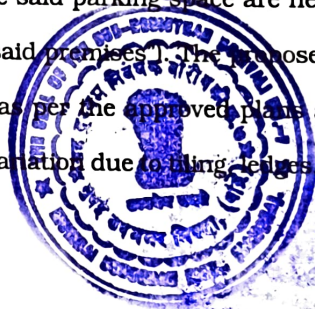


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framed thereunder, D. C. Regulation, and MMC Act and other concerned statutes.

3. The Purchaser hereby agrees to purchase and acquire from the Owners and the Owners hereby agree to sell and allot to the Purchaser on ownership basis a premises being ^{Shop} Flat No. 7 on the Ground floor in Wing C of the said building No. 2 known as "**RAJ HILL**" (hereinafter referred to as "the said Flat") having carpet area of about 274 sq.ft. equivalent to about 25.45 sq.mts. as shown in red colour boundary line in typical floor plan thereof hereto annexed as Exhibit "E" together with car parking space/ open car parking space/garage, bearing No. (hereinafter referred to as "the said Car parking Space", if so allotted wherever context so permits the said flat and the said parking space are hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said flat would be as per the approved plans and may change as a result of physical variation due to filling, ledges, plasters and skirting.



The Purchaser hereby agree to pay to the Owners a sum of Rs. 5800000 /- (Rupees Fifty Eight Lac only Only).

as lump sum consideration for purchasing the said premises from the Owners which is inclusive of the proportionate price of the common area and facilities appurtenant to the said premises. The Purchaser shall pay the aforesaid consideration price to the Owners in the manner as under.

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a) Rs. 2200000 /- (Rupees Twenty Two Lac only only) on or before execution of this Agreement. (payment and receipt thereof the Owners hereby admit and acknowledge);

Balance Amount must be Paid
Before Possession of RS. 3600000/-

b) Rs. _____/- (Rupees _____ only)
on casting of the 1st slab of the building;

c) Rs. _____/- (Rupees _____ only)
on casting of the 2nd slab of the building;

d) Rs. _____/- (Rupees _____ only)
on casting of the 3rd slab of the building;

e) Rs. _____/- (Rupees _____ only)
on casting of the 4th slab of the building;

f) Rs. _____/- (Rupees _____ only)
on casting of the 5th slab of the building;

g) Rs. _____/- (Rupees _____ only)
on casting of the 6th slab of the building;

h) Rs. _____/- (Rupees _____ only)
on casting of the 7th slab of the building;

i) Rs. _____/- (Rupees _____ only)
on casting of the 8th slab of the Building;

j) Rs. _____/- (Rupees _____ only)
on casting of the 9th slab of the Building;

k) Rs. _____/- (Rupees _____ only)
on casting of the 10th slab of the Building;

l) Rs. _____/- (Rupees _____ only)



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benefits, compensation, etc. in respect thereof.

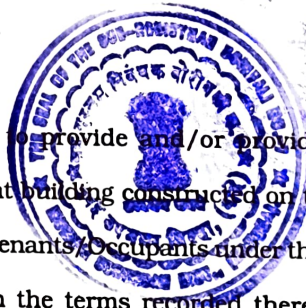
10. The Owners hereby represent and declare and the Purchaser/s hereby confirm that

(i) The Development/re-development of the said property is under a layout scheme/project as sanctioned or to be sanctioned hereafter with such modification, amendments etc. as may be permitted by the concerned development authority including Municipal Corporation of Greater Mumbai.

(ii) The construction of Building No. 2 on the portion of the property is part of the development /redevelopment in the layout out scheme and project. The Owners are entitled to carry out and complete further and other development on other part/portion of the property by constructing building No. 1 presently approved by the MCGM and/or any other building/s and/or additional floors upon the said Building Nos. 1 and/or 2.

(iii) The Owners have agreed to provide and/or provided/ allotted premises/flats in the tenant building constructed on the West side of the said property, to the Tenants/Occupants under the agreements entered into with them on the terms recorded therein.

(iv) If due to any change in the F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) or any change of F.S. I. Law then in such event the Owners alone shall be entitled to use, utilize, consume and exploit such F.S.I. on the said property by constructing additional building/s and/or additional floors upon the said buildings or any of them.



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prescribed under the Registration Act. The Owners shall attend the office and admit execution thereof after the Purchaser/s informs the Owners the number under which this Agreement is and other documents are lodged for registration.

59. All notices, intimations, letters, communications etc. to be served on or given to the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting at his/her/their address as specified below.

Purchaser/s. Flat NO-304, Rose Garden CO-OP
HSG Soc Ltd. Pandurangwadi, Mira Road (E)
Thane - 401107

60. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made under the said Act.

61. The Permanent Account Number of the parties hereto are as follows:-



1. Owners.

2. Purchaser/s.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

FIRSTLY

ALL THAT piece and parcel of land of ground ~~and appurtenances~~ together with the structures standing thereon situate lying and being at

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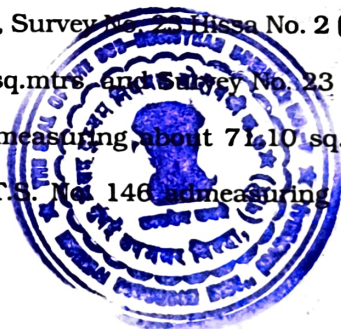
Mumbai Suburban District bearing Survey No. 23, Hissa No. 2 (Part), C.T.S. No. 132 A and 132A(1 to 41) admeasuring in all 3539.3 sq.mts or thereabout.

SECONDLY

Property being all that piece and parcel of land or ground and hereditaments together with the structures standing thereon situate lying and being at Revenue Village Magathane, Taluka Borivli, in the Registration District of Mumbai Suburban District bearing Survey No. 23, Hissa No. 2 (Part) C.T.S. No. 143 admeasuring about 1512.6 sq.mtrs. and Survey No. 23 Hissa No. 3 (Part), C.T.S. No. 140 (part) admeasuring about 96.30 sq.mtrs.

THIRDLY

Property being all that piece and parcel of land or ground together with the structures standing thereon situate lying and being at Village Magathane, Taluka Borivli, in the Registration District of Bombay Suburban District bearing Survey No. 23, Hissa No. 2 (Part) C.T.S. No. 144 (Part) admeasuring about 1098 sq.mtrs., Survey No. 23 Hissa No. 2 (Part), C.T.S. No. 145 admeasuring about 294 sq.mtrs., Survey No. 23 Hissa No. 2 (Part), C.T.S. No. 147 admeasuring about 287 sq.mtrs. and Survey No. 23 Hissa No. 2 (Part), C.T.S. No. 147/1 to 5 admeasuring about 71.10 sq.mtrs. and Survey No.23 Hissa No. 2(Part), C.T.S. No. 146 admeasuring about 480 sq.mtrs.



THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground and hereditaments together with the structures standing thereon situate lying and being at Revenue Village Megathane, Taluka Borivli, in the Registration District of Mumbai Suburban District bearing Survey No. 23, Hissa No. 2 (Part), C.T.S. No. 132 A and 132A(1 to 41), Survey No. 23, Hissa No. 2 (Part) C.T.S.

404	929	5114
60	2024	

MPD
Shree
Kean

No. 143, Survey No. 23 Hissa No. 3 (Part), C.T.S. No. 140 (part), Survey No. 23, Hissa No. 2 (Part) C.T.S. No. 144 (Part), Survey No. 23 Hissa No. 2 (Part), C.T.S. No. 145, Survey No. 23 Hissa No. 2 (Part), C.T.S. No. 147, and Survey No. 23 Hissa No. 2 (Part), C.T.S. No. 147/1 to 5, and after amalgamation bearing New C.T.S. No. 132-A, (pursuant to Writing/Order bearing Ref. No. SRB-4310 dated 13/01/09 admeasuring about 6850.30 sq.mts. and bounded as follows:

- On or towards East : By Proposed D. P. Road *mjs*
- On or towards West :
- On or towards North : D. P. Road
- On or towards South :

Shankar
~~*GEAN*~~

Shankar
~~*GEAN*~~

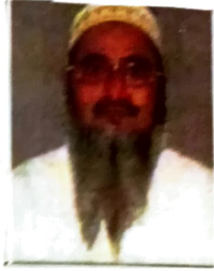
Shankar
~~*GEAN*~~



पंजाब - ३		
५०५	१२३७८०	
१०१५		

SIGNED AND DELIVERED BY THE
 WITHIN NAMED "DEVELOPERS"
 Mr. Mustafa T. Soni
 M/S. TMS ASSOCIATES
 in the presence of

For TMS ASSOCIATES
 T. Soni
 PARTNER



1. [Signature]
 2. [Signature]

SIGNED AND DELIVERED BY the
 within named "PURCHASER/S"
 Shri/Smt/M/S. Naunath Dagdu Shinde
Kiran Dagdu Shinde
 in the presence of

[Signature]
[Signature]



1. [Signature]
 2. [Signature]



R E C E I P T

RECEIVED from the within named Purchaser a
 sum of Rs. 2200000 /- (Rupees
Twenty two lac only Only)
 by a Cheque / Cash / Draft No. 411223
 drawn on State Bank of India Bank
 bearing no. _____ dtd. 12/12/2014 being
 the amount of part purchase price payable by
 him / her / them to us on the day of execution
 of this Agreement.



बदल - ७		
411223	924910	
२०१५		

WITNESS:

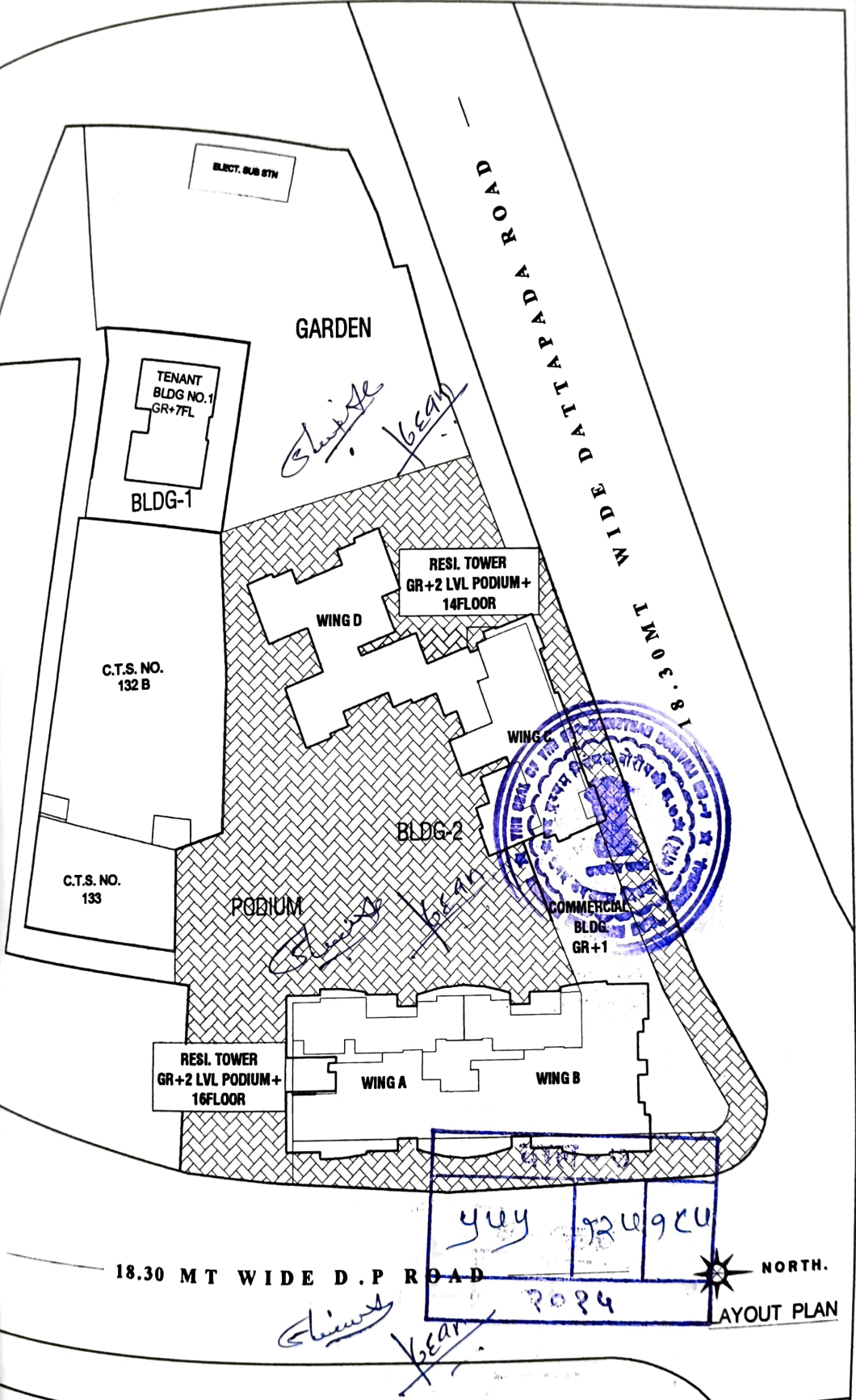
1. [Signature]
 2. [Signature]

WE SAY RECEIVED
 M/S. TMS ASSOCIATES

[Signature] T. Soni
 OWNERS

[Signature]
[Signature]

Annexure - 'A'



PROPOSED LAYOUT ON PLOT BEARING C.T.S NO. 132/A OF VILLAGE MAGATHANE, BORIVALI (EAST)

Shivaji Kean

BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

NO. CHE/ A-4485 /BP(WS)/AP/AR

30 JAN 2009

COMMENCEMENT CERTIFICATE

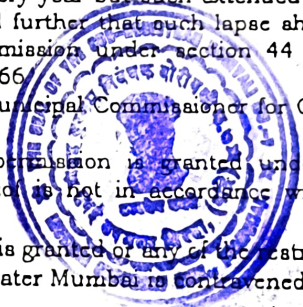
To TMS ASSOCIATES

OFFICE OF THE EXECUTIVE ENGINEER, BUILDING PROPOSAL (WEST SUB) R&R WARD, KANDIVALI (EAST)

Sir, With reference to your application No. 1159 dated 23/06/2008 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Residential Bldg. No. 2 C.T.S. No. 132A, 132A/1 to 41, 140 (pt), 143, 144 (pt), 145, 147, 147/1 to 5 at premises at Street Dattapada Road Village Mayathane Plot No. - situated at Borivali (East) Ward R/N

The Commencement Certificate/Building Permit is granted on the following conditions:

- 1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:
(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
(c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



The Municipal Commissioner has appointed [Signature] Shinde, Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to Top of G.G. (Pt) + St (pt) + Top of 1st (pt) + upper Stilt (Pt) + Podium

For and on behalf of Local Authority Brihanmumbai Mahanagar Palika

[Signature] 30-01-09

Executive Engineer, Building Proposal (West Sub) R&R Wards

FOR MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

[Handwritten signature]

A4485

~~This C.C. is now re-endorsed up to plinth level as per approved amended plan dt. 14/10/09.~~

This C.C. is now re-endorsed work up to top of Ground (PT) & Stilt (PT) + 1st (PT) & Stilt (PT) with Podium + 2nd Stilt with Podium of wing A & B as per approved amended plan dt. 14/10/09

6 OCT 2009

Bherde 16/10/09

EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-Ward

This C.C. is now valid & further extended for work of Ground (PT) & Stilt (PT) + 1st (PT) & Stilt (PT) with Podium + 2nd floor Stilt with Podium + 3rd to 16th upper floors of wing 'A & B' within bldg. line as per phase-1 & approved amended plan dt. 14/10/09

11 NOV 2009

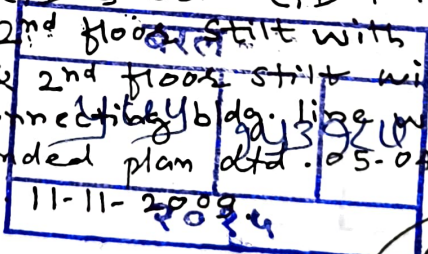
Bherde 11-11-09
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-Ward

This C.C. is now valid & further extended for work upto top of plinth (PT) + Stilt (PT) + 1st podium level for wing 'C' and Stilt + 1st podium level for wing 'D' with connecting bldg. line with wing 'B' as per approved amended plan dt. 14-10-2009 & phase programme dt. 11-11-2009

10 NOV 2010

Bherde 10-11-2010
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-Ward

This C.C. is now valid and re-endorsed for work upto top of Ground (PT) & Stilt (PT) + 1st (PT) & Stilt (PT) with podium + 2nd floor Stilt with podium for wing 'C' & Stilt + 1st & 2nd floor Stilt with podium for wing 'D' with connecting bldg. line with wing 'B' as per approved amended plan dt. 05-04-2011 & phase programme dt. 11-11-2009



Bherde 20-04-11
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-Ward

20 APR 2011

This C.C. is valid & further extended up to top of 3rd upper floor of wing 'C' & 'D' with connecting building line with wing 'B' as per approved plan dt. 05/4/2011.

27 FEB 2012

Bherde
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-Ward

Sharma
Bean

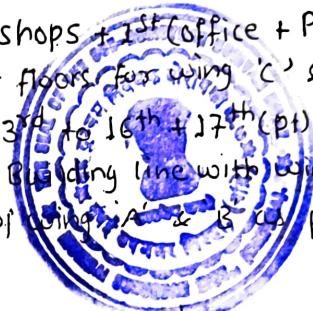
NET A4485 /BP (W.S.)R/Ward

This CC is valid & further extended for work upto top of Stilt (pt) + Gr (pt) for shops + 1st (office + podium) + 2nd floor podium + 3rd to 12th floors of wing 'C' and stilt + 1st & 2nd floors podium + 3rd to 5th upper floors of wing 'D' as per approved plans dtd. 31/3/12, along with balcony on 1st flr of wing 'A & B' & bldg. line along wing 'B'

31 MAR 2012

[Signature]
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) R-WARD

This C.C. is now re-endorse for entire work i.e. upto top of stilt (pt) & Ground (pt) for shops + 1st (office + Parking) + 2nd floor podium + 3rd to 16th upper floors for wing 'C' & Stilt + 1st & 2nd floor (parking + podium) + 3rd to 16th + 17th (pt) upper floors for wing 'D' with connecting Building line with wing 'B' along with Balcony on first floor of wing 'A & B' as per approved plan dt 16/7/2012.



2 AUG 2012

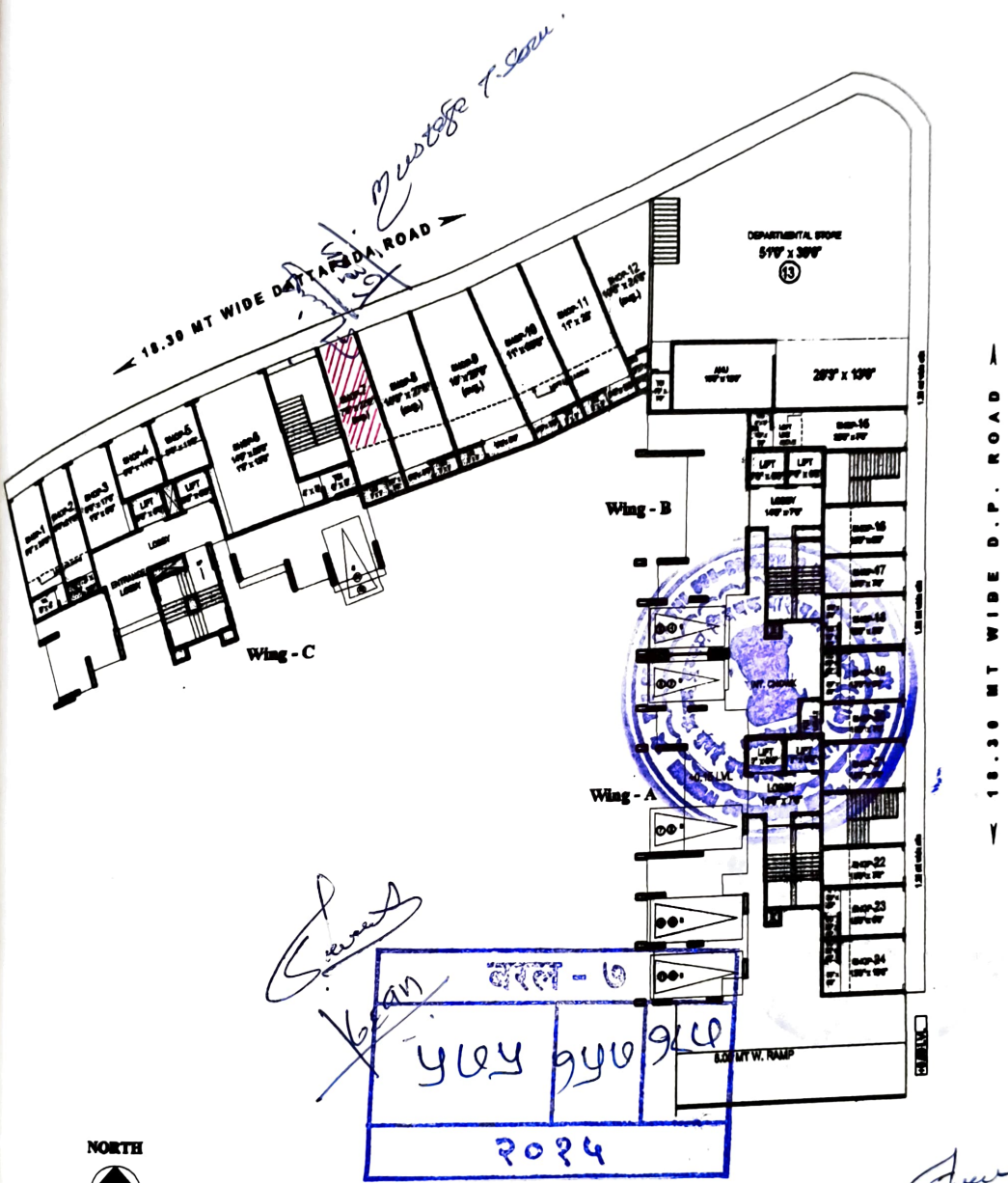
[Signature]
EXECUTIVE ENGINEER;
BUILDING PROPOSAL (W.S.) R-WARD

बरत		
यय	यय	यय
२०१५		

[Signature]

[Signature]

Annexure 'E'



NORTH



GROUND FLOOR.

VENDOR: TMS Associates

PURCHASER: Naunath Dagdu Shinde
Kiran Dagdu Shinde

SHOP NO: 07

FLOOR: Ground

CARPET AREA: 274 Sqft

PROPOSED BLDG. NO 2 ON . PLOT BEARING C.T.S NO. 132 / A
OF VILLAGE MAGATHANE , BORIVALI (EAST)

Shinde
Shinde
Shinde

Shinde
Shinde



01/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 7

दस्त क्रमांक : 575/2015

नोंदणी :

Regn:63m

गावाचे नाव : 1) मागाठाणे



विवेकाचा प्रकार	करारनामा
सोबदला	5800000
बाजारभाव(भाडेपट्ट्याच्या वतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5678000

1) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :सदनिका नं: दुकान नं 7,मी विंग, माळा नं: तळ मजला, इमारतीचे नाव: राज हिल,बिल्डींग नं 2, ब्लॉक नं: बोरीवली पूर्व, , रोड नं: दत्तपाडा रोड, इतर माहिती: क्षेत्रफळ 274 चौ फुट कारपेट((C.T.S. Number : 132 A ;))

5) क्षेत्रफळ

1) 30.55 चौ.मीटर

3)आकारणी किंवा जुडी देण्यात असेल व्हा.

7) दस्तऐवज करून देणा-या/लिहून देणा-या पक्षकाराचे नाव किंवा देवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे.टी एम एस असोसिएट्स चे भागीदार मुस्तफा टी सोनी तर्फे मुखत्यार मित्तल एम सुरा वय:-31; पत्ता:-प्लॉट नं: 2/1, माळा नं: तळ मजला , इमारतीचे नाव: सावित्री अपार्टमेंट , ब्लॉक नं: कांदिवली पश्चिम , रोड नं: एम जी रोड , महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नं:-AAEFT5305R

8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-नवनाथ दगडु शिंदे वय:-37; पत्ता:-प्लॉट नं: सदनिका क्रमांक 304, माळा नं: 3 रा मजला , इमारतीचे नाव: रोझ गार्डन को ऑप ही सोसा लि , ब्लॉक नं: मिरारोड पूर्व , रोड नं: पांडुरंग वाडी , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-BDLPS9531B

2): नाव:-किरण दगडु शिंदे वय:-35; पत्ता:-प्लॉट नं: सदनिका क्रमांक 304, माळा नं: 3 रा मजला , इमारतीचे नाव: रोझ गार्डन को ऑप ही सोसा लि , ब्लॉक नं: मिरारोड पूर्व , रोड नं: पांडुरंग वाडी , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-AXKPS1698H

9) दस्तऐवज करून दिल्याचा दिनांक

31/12/2014

10)दस्त नोंदणी केल्याचा दिनांक

17/01/2015

11)अनुक्रमांक,खंड व पृष्ठ

575/2015

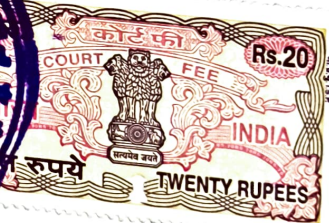
12)बाजारभावाप्रमाणे मुद्रांक शुल्क

290000

13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

14)श्रेण



सही मत

मुद्रांकनामाटी विचारात घेतलेला अनुषंगीय:-

दस्तऐवज करून देणा-या पक्षकाराचे नाव किंवा देवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

मुद्रांक शुल्क: आकारणाना निवडलेला अनुषंगीय:-

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