



25/05/2018

सूची क्र.2

दुय्यम निबंधक : मह दु.नि ठाणे 2

दस्त क्रमांक : 7640/2018

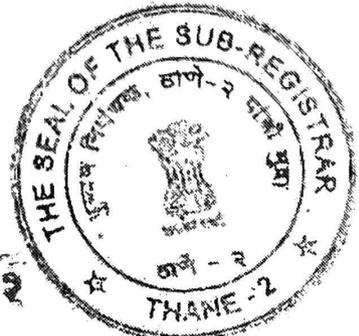
नोंदणी :

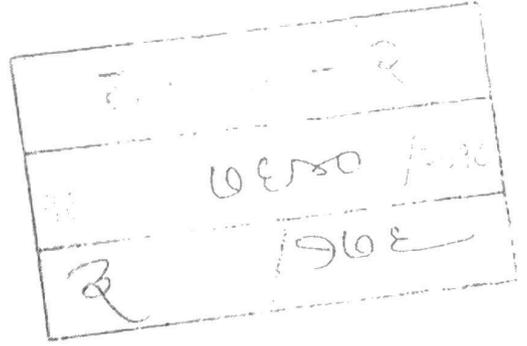
Regn:63m

गावाचे नाव : माजिवडे

(1)विलेखाचा प्रकार	करारनामा
(2)मोवदला	9381200
(3) बाजारभाव(भाडेपट्टयाच्या वाववितपट्टाकार आकारणी देतो फी पट्टेदार ते नमुद करावे)	6799000
(4) भू-मापन,पोटहिम्मा व घरक्रमांक (अमल्याम)	1) पालिकेचे नाव:ठाणे मह.पा. इतर वर्णन :सदनिका नं: 903, माळा नं: 9 वा. इमारतीचे नाव: रमलमजी "अरिबिया-1" रमलमजी अरबिनिया टाऊनशीप, ब्लॉक नं: मौजे माजिवडे,ता.तुका आणि जिल्हा ठाणे(पश्चिम), रोड नं: भिवंडी ताशिक वायपास हायवे जवळ-400601, इतर मापन मोशन 1 कार पार्किंग.(मुद्रांक शुल्क सवलत : सी एम एस / टि पी एस /1207/220/ 541/08/ युडी दि.24/08/2009 अन्वये सु. शु. स्पेशल टाऊनशीप सवलत.)क्षेत्रफळ- 64.94चौ.मी.कार्पेट(झोन नं.6/28 4क).((Survey Number : 51/6पार्ट,51/7पार्ट,51/8पार्ट,51/9पार्ट ;))
(5) क्षेत्रफळ	1) 64.94 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दम्नऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. कॅम्पस्टोन कन्स्ट्रक्शन्स प्रा.ली.चे संचालक श्री.पर्सि चौधरी तर्फे क्ववुली जवाबानादी कुलमुखल्यार श्री.रोहित वारलीवाला वय:-68; पत्ता:-प्लॉट नं: 702, माळा नं: 7, इमारतीचे नाव: नटराज, ब्लॉक नं: एम व्ही रोड जंक्शन, रोड नं: वेस्टर्न एक्सप्रेस हायवे,अंधेरी, महाराष्ट्र, मुम्बई. पिन कोड:-400069 पॅन नं:-AACCK3513F
(8)दम्नऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-सुरेश बन्सीजी पाटील वय:-53; पत्ता:-प्लॉट नं: 16/604, माळा नं: -, इमारतीचे नाव: वास्तू आनंद, ब्लॉक नं: पारमिक नगर, रोड नं: कळवा,ठाणे पच्छिम, महाराष्ट्र, ठाणे. पिन : 400605 पॅन नं:-ABWPP3683K 2): नाव:-भारती सुरेश पाटील वय:-47; पत्ता:-प्लॉट नं: 16/604, माळा नं: -, इमारतीचे नाव: वास्तू आनंद, ब्लॉक नं: पारमिक नगर, रोड नं: कळवा, ठाणे पच्छिम, महाराष्ट्र, ठाणे. पिन : 400605 पॅन नं:-CCKPP9194E
(9) दम्नऐवज करून दिल्याचा दिनांक	18/05/2018
(10)दम्न नोंदणी केल्याचा दिनांक	25/05/2018
(11)अनुक्रमांक,खंड व पृष्ठ	7640/2018
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	337500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेग	

मह दुय्यम निबंधक, ठाणे क्र. २





AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane on this 18th day of May, 2018

BETWEEN

KAPSTONE CONSTRUCTIONS PRIVATE LIMITED, a Company registered under the Companies Act, 1956 having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069, hereinafter referred to as the "Promoter" (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**;

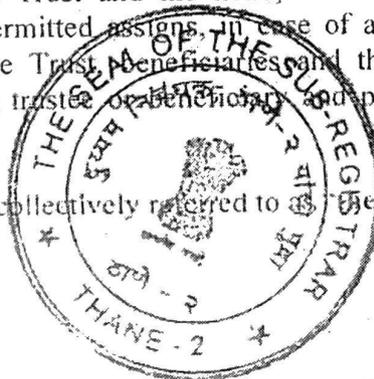
AND

Mr. Suresh Bansiji Patil and Mrs. Bharati Suresh Patil

having address 16/604, Vastu Anand, Parsik Nagar, Kalwa, Thane (W) 400605.

hereinafter referred to as the "Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of Individual, his/her/their respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor, in case of a Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **OTHER PART**.

(The Promoter and the Allottee are hereinafter collectively referred to as "Parties", and individually as a "Party").



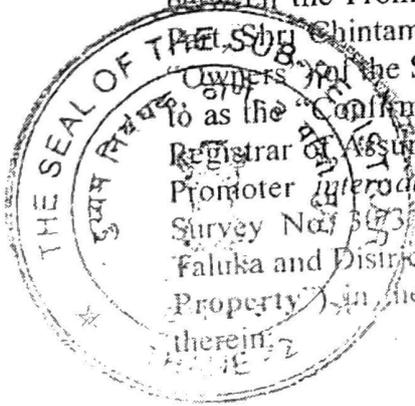
कमल - २	
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WHEREAS:

A. By and under the Development Agreement dated March 31, 2006 executed between Mr. Ashok Udaisingh Varma for self and as the manager of Rajasingh Girdhari Singh Varma (HUF), a Joint and Undivided Hindu Family (therein referred to as the "Original Owners") of the First Part, Mr. Vijaysingh Rajasingh Varma for self and as the manager of Vijaysingh Rajasingh Varma (HUF) (therein referred to as "Vijay Singh") of the Second Part, Transcon Properties Private Limited (therein referred to as "Transcon") of the Third Part, KMD Enterprise (therein referred to as "KMD") of the Fourth Part, Manish Shah and others (therein referred to as "Manish Shah") of the Fifth Part, Mrs. Vishinkumari Udaisingh Varma and others (therein referred to as the "First Confirming Party") of the Sixth Part, Smt. Mala Vijay Doshi and others (collectively referred to as the "Second Confirming Party") of the Seventh Part, M/s. United Leach Corporation (therein referred to as the "Third Confirming Party") of the Eighth Part, Mrs. Parvatibai Rajasingh Varma and others (therein referred to as the "Fourth Confirming Party") of the Ninth Part, Mrs. Seema Vijaysingh Varma and others (therein referred to as the "Fifth Confirming Party") of the Tenth Part and the Promoter (therein referred to as the Developer) of the Eleventh Part and registered with the Sub Registrar of Assurances Thane - 5 under Serial No. TNN5-02095 of 2006, the Promoter *inter alia* acquired the right to develop several plots of land situated at Village Majiwade, Taluka and District Thane (hereinafter referred to as the "First Original Acquired Property") in the manner and upon the terms and conditions mentioned therein;

B. By and under the Agreement for Sale dated December 21, 2006 executed between the Promoter (therein referred to as the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction and another (therein referred to as the "Confirming Parties") of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN1- 00662 of 2007, the Promoter *inter alia* acquired the right to develop the property bearing Survey No. 30/2 admeasuring 4000 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Second Acquired Property") in the manner and upon the terms and conditions mentioned therein;

C. By and under the Development Agreement dated May 15, 2008 executed between the Promoter (therein referred to as the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction (therein referred to as the "Confirming Party") of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN2 - 04546 of 2008, the Promoter *inter alia* acquired the right to develop the property bearing Survey No. 30/3 admeasuring 4280 square meters of Village Majiwade, Taluka and District Thane (hereinafter referred to as the "Third Acquired Property") in the manner and upon the terms and conditions mentioned therein;



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दस्तावेज नं० १०६४० / १००

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On or towards the East : By existing Saket Complex and Ulhas Creek let;
 On or towards the West : By Lodha Paradise and by Vrindavan Complex;
 On or towards the North : By Lodha Paradise and Balkum Village;
 On or towards the South : By Police land bearing Survey. No. 386/3 of Village Majiwade.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(the "Property")

FIRSTLY
SUB-PLOT - 7

ALL THAT piece or parcels of land or ground situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under:

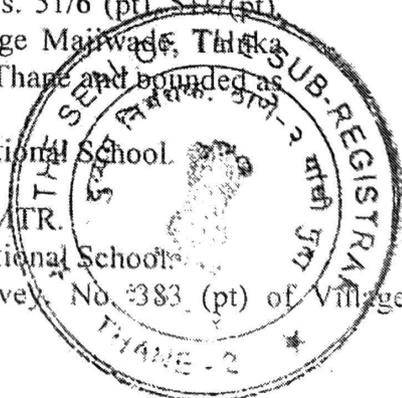
Sr. No.	Survey No. / Hissa No.	Area in Sq. mtr.
1	51/6 pt	462.47
2	51/7 pt	1490.44
3	51/8 pt	2063.71
4	51/9 pt	53.88
	Total	4070.00

On or towards the East : Rustomjee International School.
 On or towards the West : 30 mtrs. wide HCMTR.
 On or towards the North : Rustomjee International School
 On or towards the South : 45 mtrs. wide proposed D.P. Road/Adjacent Land.

SECONDLY
ADJACENT LAND

ALL THAT portion of land earmarked and tentatively admeasuring 3360 square meters and tentatively demarcated in orange colour boundary line on the proposed layout plan annexed as Annexure "B-2" hereto (subject to final area and final demarcation/layout from the TMC) forming part of Survey Nos. 51/6 (pt), 51/7(pt), 51/8(pt), 51/9(pt) and 383(pt) situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane and bounded as under;

On or towards the East : By Rustomjee International School.
 On or towards the West : By 30 mtrs. wide HCMTR.
 On or towards the North : By Rustomjee International School.
 On or towards the South : By land bearing Survey. No. 383 (pt) of Village Majiwade



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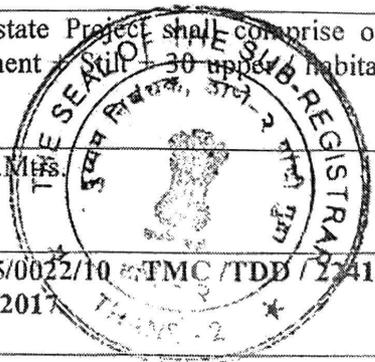
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 ६९ / १९०६

THE FOURTH SCHEDULE ABOVE REFERRED TO:

("Meaning of the Terms and Expressions defined in this Agreement")

Sr. No.	Terms and Expressions	Meaning and Description
1.	Name, address and email id of the Promoter	Name: Kapstone Constructions Pvt. Ltd. Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400069. Emailid: customersupport.urbania@rustomjee.com
2.	Name, address and email id of the Allottee	Name : Mr. Suresh Bansiji Patil Mrs. Bharati Suresh Patil Address: 16/604, Vastu Anand, Parsik Nagar, Kalwa, Thane (W) 400605. Email ID : sureshpatil_14@yahoo.com
3.	said Wing	Aurelia 1
4.	Real Estate Project	"Rustomjee Aurelia 1"
	(a) RERA Certificate	Certificate bearing no. P51700001516 dated 28 th July, 2017.
	(b) Floor Composition	The Real Estate Project shall comprise of 2 Level Basement + 30 upper habitable floors.
	(c) FSI Consumption	13419.30 Sq.Mtrs.
5.	CC	V.P.No. S05/0022/10 TMC/TDB / 2/41/17 dated 11/07/2017



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दस्तावेज क्रमांक ७६४० / २०१८

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6.	the said Premises	Flat bearing No. <u>903</u> on <u>9th</u> floor of the said Wing / Real Estate Project and admeasuring <u>56.02</u> square meters (carpet area) equivalent to <u>603</u> square feet (carpet area) of the Whole Project known as "Rustomjee Aurelia". The exclusive areas appurtenant to the said Premises admeasure <u>8.92</u> square meters equivalent to <u>96</u> square feet.
7.	Parking Space	One Car Parking Space
8.	Sale Consideration	Rs. 9,381,200/- (Rupees Ninety Three Lakh Eighty One Thousand Two Hundred Only)
9.	Possession Date	30 th June, 2021; subject to provisions of clause 10 of this Agreement for Sale.
10.	the said Account	Kapstone Constructions Private Limited Aurelia Collection A/C. 777705000005 IFSC Code: ICIC0001238
11.	Mortgagee Bank / Financial Institution	IDBI Trusteeship Services Ltd.
12.	said Nominee	Mr. Saurabh Suresh Patil Ms. Surabhi Suresh Patil
	PAN	(A) Promoter: AACCK3513F (B) Allottee: (i) ABWPP3683K (ii) CCKPP9194E



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

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६९ / १७६

This registration is granted under section 5 of the Act to the following project under project registration number : P51700001516

Project: *Rustomjee Aurelia 1, Plot Bearing / CTS / Survey / Final Plot No.: Survey No 51/6 pt, 7pt, 8pt, 9pt at Thane (M Corp.), Thane, Thane, 400601;*

1. Kapstone Constructions Private Limited having its registered office / principal place of business at Tehsil: *Andheri, District: Mumbai Suburban, Pin: 400069.*

2. This registration is granted subject to the following conditions, namely:-

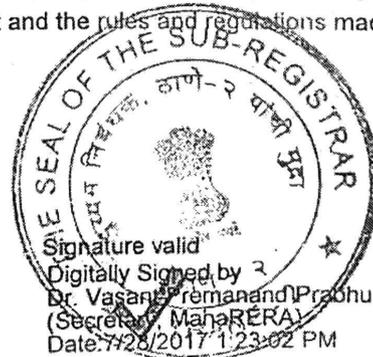
- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

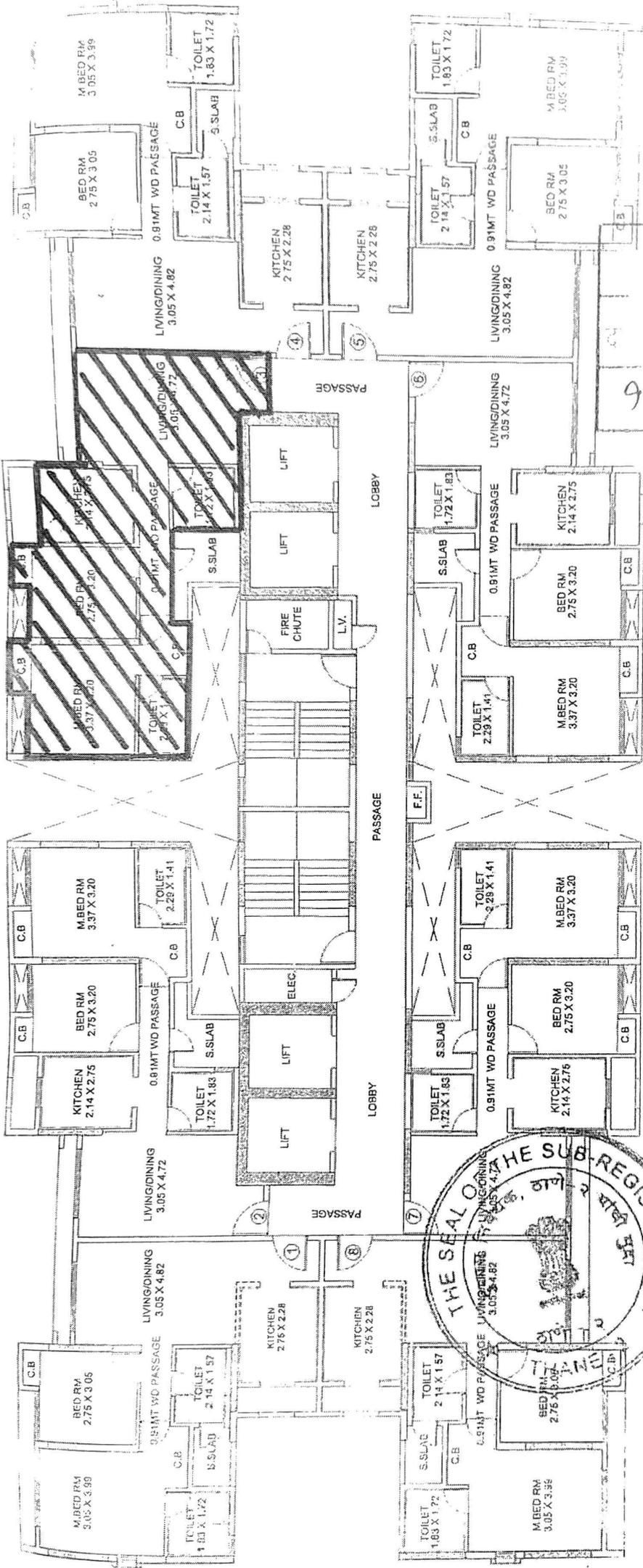
- The Registration shall be valid for a period commencing from 28/07/2017 and ending with 30/06/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 28/07/2017
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

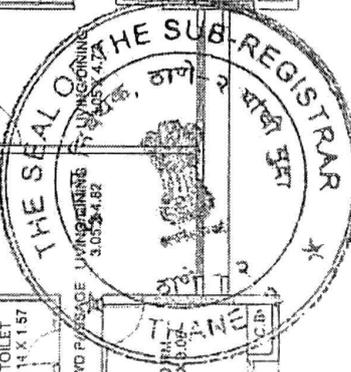


Flat No. : 903

Floor No. : 9th

Wing : -

Bldg. Name: RUSTOMJEE "AURELIA"



TYPICAL FLOOR PLAN

(1ST-7TH, 9TH, 11TH, 13TH-15TH, 18TH-21ST, 23RD, 25TH, 26TH & 28TH FLOOR)

942 / 906
0830 / 906

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NORTH



AURELIA

PROPERTY BEARING S.NO. 51/6pt., 51/7pt., 51/8pt., 51/9pt.
AT VILLAGE MAJUWADE, THANE(W)

M/S. KARSTONE CONSTRUCTIONS PVT. LTD

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 37)

Occupancy Certificate

रहिवास उपभूखंड मा. ७: इमारत क्र. १ - लोअर वेसमेंट + अप्पर वेसमेंट + स्टीलट + १ ले ३० मजले

V. P. NO. S05/0022/10 TMC/TDD/CCC/0732/19 DATE 23/08/2019

To,

Manish D. Savant

(Architect)

Gurudatta, 1st Floor, Atmaram Mhatre Road,Dahisar (W), Mumbai - 400 092.M/s. Kapstone Constructions Pvt. Ltd.

(Owner/Developer)

Sub: Request to grant Occupation Certificate to the Building No. 1 on Residential Sub Plot - 7 on land bearing Survey No. 51/6(pt), 51/7(pt), 51/8(pt) and 51/9(pt) at village Majiwade, Thane being developed under Special Township Scheme.

Ref. : V. P. No. : S05/0022/10

Your Letter No. 2285 dtd. 14/06/2019

Sir,

The part/full development work/erection/re-erection alternation in /of building / part building no. as above situated at Majiwade Road/Street abut Mumbai Nashik Bypass Road Ward No. _____ Sector No. 5 S.No./C.T.S.No./F.P.No. S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4A, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1, 20/4/2, 21/1/Part, 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1, 48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7, 51/8, 51/9, 53/2/2, 53/2/3, 54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4, 345/5, 345/6, 345/7, 345/8, 345/9, 345/10, 345/11, 345/12, 345/13, 345/14, 345/15, 345/16, 345/17, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/10, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1 village Majiwade under supervision of Manish D. Savant Licensed Survey or/Engineer / Structural Engineer / Supervisor/ Architect / Licence No. C.A./98/23598 may be occupied on the following Conditions.

Kapstone Constructions Pvt. Ltd.

Registered & Corp. Office : 702, NATRAJ, M. V. Road Junction, Western Express Highway,
Andheri (East), Mumbai - 400 069. Tel.: +91 - 22 - 6676 6880, Fax: +91 - 22 - 6676 6999,
E-mail: comehome@rustomjee.com, Web : www.rustomjee.com, CIN : U45200MH2003PTC140091

1st October, 2020

To,

Suresh B. Patil

**Re: Car Parking Allocation Letter in respect of Residential Flat No 903 (said flat) in
Rustomjee Aurelia situated at Thane West.**

Sub: Car Parking Space No. LB/230 at LB-level.

1. We refer to the Agreement of sale in respect of the captioned Residential Flat and your request for provisional allocation of car parking space. This is to inform you that you have been provisionally allocated Car Parking Space LB/230.
2. The said car parking space shall only be used solely for the intended purpose of parking as allocated above.
3. Please note that you shall have no right, to sell, transfer, or create any third party right with respect to the said car parking space and/or transfer the benefit of the said car parking space to any third party.
4. Subject to above mentioned conditions, the captioned car parking space is being provisionally allocated to you in respect of your above referred flat.
5. This letter shall to be read in consonance with the said Agreement.
6. As a token of your acceptance of the above terms, please sign at the foot of the letter.

Thanking you

Yours truly

For Kapstone Construction Pvt Ltd.

Sd/-

(Authorized Signatory)



AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this ____ day of January, 2025

BETWEEN

1) **MR. SURESH BANSIJI PATIL**, age 60 years, having **PAN: ABWPP3683K** and **AADHAR NO:- 835122238093**, and 2) **MRS. BHARATI SURESH PATIL**, age 53 years, having **PAN: CCKPP9194E** and **AADHAR NO:- 765163901516**, both Indian Inhabitants, having address at Flat No. 903, 9th Floor, Rustomjee Aurelia-1 CHSL, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, hereinafter referred to as **“THE TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their respective heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

MS. ANJALI MANOJ MATHEWS, age 25 years, having **PAN: GCFPM8805L** and **AADHAR NO:- 666294375570**, Indian Inhabitant, having address at D-403, Marathon Cosmos, off. L. B. S. Marg, Near Ashok Industrial Estate, Mulund West, Mumbai - 400080, hereinafter called **“THE TRANSFEREE”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS by virtue of a registered article of **AGREEMENT FOR SALE** dated 18th day of May, 2018 [Registered with the Sub-Registrar of Thane at Doc. No. TNN2-7640-2018, by Receipt No. 10604, on dated 25/05/2018] executed between **Kapstone Constructions Private Limited**, having office at 702, Natraj, M. V. Road Junction,

Western Express Highway, Andheri (East), Mumbai - 400069, therein referred to as "THE PROMOTER", of the **ONE PART** and **Mr. Suresh Bansiji Patil & Mrs. Bharati Suresh Patil**, therein referred to as 'THE PURCHASERS' of the **OTHER PART**, has purchased and acquired all rights, title and interest in **Flat No. 903**, admeasuring **56.02 Sq. Mtrs. (Carpet)** area equivalent to **603 Sq. Ft. (Carpet)** area & the exclusive areas appurtenant to the said premise admeasuring **8.92 Sq. Mtrs.** equivalent to **96 Sq. Ft.**, on **9th Floor**, in the wing "**Aurelia 1**", in the society known as "**Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.**", of the Whole Project Known as "**RUSTOMJEE AURELIA**", along with **One Covered Car Parking Space No. LB/230** at **LB level**, standing on the plot of land bearing **S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1, 20/4/2, 21/1/Part, 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1, 48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7, 51/8, 51/9, 53/2/2, 53/2/3, 54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1,**

328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4, 345/5, 345/6, 345/7, 345/8, 345/9, 345/10, 345/11, 345/12, 345/13, 345/14, 345/15, 345/16, 345/17, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/10, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1, Village – Majiwade, lying, being and situated at Sub Plot No. 7, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the “**SAID PREMISES**”

AND WHEREAS the TRANSFERORS has made the entire payment of consideration to the said **Kapstone Constructions Private Limited** of such being on and thereupon, the TRANSFERORS has been put into the actual and physical possession of the said premises as the absolute and lawful owner thereof.

AND WHEREAS the TRANSFERORS are the bonafide member of “**Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.**”, a society registered under **Registration No. TNA/(TNA)/HSG/(TC) / 33092/2020 Dated 05/10/2020** and having right, title and interest and membership in respect of the said premises, which society hereinafter in this agreement for brevity’s sake is referred to as “**The Said Society**” and being the member of the said society, the TRANSFERORS are holding ten fully paid up shares of Rs. 50/- each under **Share Certificate No. 96**, bearing **Distinctive No. 951 to 960 (both inclusive)**, (hereinafter referred to as the **SAID SHARES**) and thus the TRANSFERORS have clear and marketable title in respect of the said premises and thus the TRANSFERORS are well and sufficiently entitled to the said premises

and have absolute right and power to hold, occupy and deal with and dispose off the said premises and every part thereof and to dispose off the same to any third party.

AND WHEREAS the TRANSFERORS out of their own interest have decided to sell the aforesaid premises on **OWNERSHIP BASIS**.

AND WHEREAS the TRANSFEREE being in need of permanently suitable accommodation, came to know of the same, approached the TRANSFERORS whereupon the TRANSFERORS represented to the TRANSFEREE that :

- A) They are the absolute and lawful owners of the said premises and are a bonafide members of the said society and no other person/s has/ have right, title or interest in the said premises and they are sufficiently entitled to deal with and or dispose off the premises.
- B) There are no suits, litigations, civil or criminal or any other proceeding pending as against the TRANSFERORS personally affecting the said premises.
- C) There are no attachments or prohibitory order as against or affecting the said premises and the said premise is free from all encumbrances or charges and/or is not the subject matter to any lispendens or easements or attachments either before or after judgment. The TRANSFERORS have not received any notice either from the Government, Semi-government, Society, or Municipal Corporation regarding any of the proceedings in respect of the said premises.

- I) The TRANSFERORS are not restricted either in the Income Tax Act, Gift Tax Act, Wealth Tax Act, Estate Duty Act or under Maharashtra land Revenue Code, ULC Act or under any other stature from disposing of the said premises or any part thereof in the manner stated in this Agreement.
- J) The TRANSFERORS have not done any act, deed, matter or thing whereby they are prevented from entering into this agreement on the various terms and conditions stated herein in favour of the TRANSFEREE and the TRANSFERORS have all the right, title and interest to enter into this agreement with the TRANSFEREE on the various term and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the TRANSFEREE offered to purchase the said premises and right, title and interest in and upon the said premises and also along with the benefits of the membership, including the said shares of the said premises of the said society, at and for **Lump-sum Price / Consideration of Rs. 1,22,00,000/- (Rupees One Crore Twenty-Two Lakhs Only).**

AND WHEREAS after considering the said offer from all the angles and being found the same, fair at present market value, the same have been ultimately accepted by the TRANSFERORS and the parties hereto have decided to reduce the terms and conditions of the said agreement into writing, as follows :

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

1. The TRANSFERORS hereby agree to sell, assign and transfer and the TRANSFEREE hereby agrees to purchase and acquire the right, title and interest in and upon the said premises being **Flat No. 903**, admeasuring **56.02 Sq. Mtrs. (Carpet)** area equivalent to **603 Sq. Ft. (Carpet)** area & the exclusive areas appurtenant to the said premise admeasuring **8.92 Sq. Mtrs.** equivalent to **96 Sq. Ft.**, on **9th Floor**, in the wing “**Aurelia 1**”, in the society known as “**Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.**”, of the Whole Project Known as “**RUSTOMJEE AURELIA**”, along with **One Covered Car Parking Space No. LB/230** at **LB level**, standing on the plot of land bearing **S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1,20/4/2, 21/1/Part, 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10, 43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1,48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7,51/8, 51/9,53/2/2, 53/2/3, 54/1, 54/2, 54/3,54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G,**

327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4, 345/5, 345/6, 345/7, 345/8, 345/9, 345/10, 345/11, 345/12, 345/13, 345/14, 345/15, 345/16, 345/17, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/10, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1, Village – Majiwade, lying, being and situated at Sub Plot No. 7, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, as and for a **Lump-sum Price of Rs. 1,22,00,000/- (Rupees One Crore Twenty-Two Lakhs Only)** along with the right, title and interest in and upon the said premises and also together with the benefits of membership, shares and more particularly described in the SCHEDULE hereunder written.

2. The TRANSFEREE has paid an amount of **Rs. 30,78,000/- (Rupees Thirty Lakhs Seventy Eight Thousand Only)** as the **Earnest Money Payment** as more particularly described in the receipt hereunder written and the payment and receipt whereof, the TRANSFERORS hereby admit and acknowledge and hereby release, acquit and discharge the TRANSFEREE from the payment thereof absolutely and forever. The TRANSFEREE has agreed to pay the **Balance Amount of Consideration of Rs. 90,00,000/- (Rupees Ninety Lakhs Only)** shall be arranged by obtaining loan from any Bank / Financial Institution directly in the name of TRANSFERORS by Pay Order / D.D. / Cheque as **Full and Final Payment** after registration of this Agreement and within **45 days** from handing over Mortgage NOC from Society, all Original

electricity bill and other records amounting to the title of the premises for the purpose of their record.

7. The TRANSFEREE hereby agrees that, on becoming the member of the said society, the TRANSFEREE shall abide by all the bye-laws, rules and regulations adopted by the society.
8. The TRANSFERORS hereby states, declares and confirms that the TRANSFEREE shall be entitled to get transferred the **Electricity Meter No. 02300819505** having **Consumer No. 000033358261** & also having **Mahanagar Gas CA No. 210001328671** & **Meter No. 7200943806** installed in the said premises to her name and the TRANSFERORS shall, if required give their fullest co-operation in that regard.
9. The TRANSFEREE, after taking possession of the said premises, shall be entitled to have hold on the occupation and use of the said premises as the same is fit for occupation and the TRANSFEREE can hold the same for unto and to the use and benefit for herself, her heirs, executors, successors for ever without any claim charges interest demand or lien of the TRANSFERORS or any person on them behalf or who may claim through them or in trust for them, subject only on the part of the TRANSFEREE to pay the taxes, assessments, charges, duties or calls made by the Society, Municipal Corporation, Government or any local authority or corporation or co-operative society in respect of the said premises.
10. The TRANSFERORS hereby declare that, the said premises shall be made free from all encumbrances and liabilities arising in future pertaining to the period upto the date of possession and shall be

18. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by TRANSFEREE ALONE.
19. TRANSFERORS and TRANSFEREE mutually agreed that they will give 1% brokerage each to Shivam Properties (broker).
20. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing Flat No. 903, admeasuring 56.02 Sq. Mtrs. (Carpet) area equivalent to 603 Sq. Ft. (Carpet) area & the exclusive areas appurtenant to the said premise admeasuring 8.92 Sq. Mtrs. equivalent to 96 Sq. Ft., on 9th Floor, in the wing "Aurelia 1", in the society known as "Rustomjee Aurelia-1 Co-Operative Housing Society Ltd.", of the Whole Project Known as "RUSTOMJEE AURELIA", along with One Covered Car Parking Space No. LB/230 at LB level, standing on the plot of land bearing S. No. 12/1/1, 12/1/2, 12/2, 12/3/1, 12/3/2, 12/4/1, 12/4/2, 12/4/3, 13/1/1, 13/1/2, 13/1/3, 13/2/1, 13/2/2, 13/2/3, 13/3/1, 13/3/2, 14/1(pt), 15/1, 15/2, 15/3, 15/4, 15/5, 16/2/A, 16/3, 16/4, 16/5, 16/6, 17/3, 17/4/A, 17/5, 17/5, 17/6/A, 18/3A, 18/4A, 18/6A, 19/1A, 19/2/1A, 19/2/1B, 19/2/1C, 19/3/1A, 19/3/1B, 19/3/1C, 19/4/1A, 19/4/1B, 19/4/1C, 19/5, 19/5/1A, 19/5/1B, 19/5/1C, 20/1/1, 20/1/2, 20/2/1, 20/2/2, 20/3/1, 20/3/2, 20/3/3, 20/3/4, 20/3/5, 20/3/6, 20/4/1, 20/4/2, 21/1/Part, 30/2, 30/3, 30/5pt, 30/6pt, 30/7, 35/1, 35/2, 35/3, 35/4, 35/6, 35/7, 35/8, 36/1, 36/2, 36/3, 36/4, 36/5, 36/6, 36/7, 37/1, 37/2, 37/3, 37/4, 37/5A, 37/6, 37/7A, 37/9A, 38/1A, 38/2, 41/1, 41/2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 42/1, 42/2, 42/3, 42/4, 42/5, 42/6, 42/7, 43/1, 43/2, 43/3, 43/4, 43/5, 43/6, 43/7, 43/8, 43/9, 43/10,

43/11, 43/12, 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 45/1, 45/2A, 45/3, 45/4A, 45/5A, 45/7A, 45/8A, 45/9, 45/10, 46/1A, 46/2, 46/3A, 46/4A, 46/6A, 46/7A, 46/8, 47/1A, 47/3A, 47/4, 47/5, 47/6, 47/7, 47/8, 48/1, 48/2, 48/3, 48/4, 48/5, 48/6, 48/7, 48/8, 49/1, 49/2, 49/3, 50/1, 50/2, 50/3, 51/1, 51/2, 51/3, 51/4, 51/5, 51/6, 51/7, 51/8, 51/9, 53/2/2, 53/2/3, 54/1, 54/2, 54/3, 54/4, 55/1, 55/2, 55/3, 55/4, 55/5, 84/1, 84/2, 84/3, 327/1, 327/2A, 327/2B, 327/2C, 327/2D, 327/2E, 327/2F, 327/2G, 327/2H, 327/2J, 327/4, 328/1, 328/2, 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F, 328/3G, 328/3H, 328/3J, 329/1, 329/2, 329/3, 329/4, 329/5A, 329/6A, 345/1, 345/2, 345/3, 345/4, 345/5, 345/6, 345/7, 345/8, 345/9, 345/10, 345/11, 345/12, 345/13, 345/14, 345/15, 345/16, 345/17, 423/1A, 423/1B, 423/1C, 423/1D, 423/1E, 423/1F, 423/1G, 423/1H, 423/10, 424/1A, 424/1B, 424/1C, 424/1D, 424/6, 386/1, Village – Majiwade, lying, being and situated at Sub Plot No. 7, Rustomjee Urbania Township, Near Bhiwandi Nashik Bypass Highway, Majiwade, Thane West - 400601, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane, within the limits of Thane Municipal Corporation, and within the Registration District and Sub-District of Thane.