Rustomjee's

# Agreement for Sale

FLAT / SHOP NO. 63 ON 6th FLOOR IN H WING

GARAGE / OPEN CAR PARKING SPACE / STILT

PARKING SPACE NO. —

CENTRAL *Park*

Friday, July 22, 2011
12:05:14 PM

Original
नोंदणी 39 म.
Regn 39 M

# पावती

पावती क्र. : 6805

गावाचे नाव चकाला

दिनांक 22/07/2011

दस्तऐवजाचा अनुक्रमांक बदर4 - 06781 - 2011

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:मोहम्मद नदीम अकील कुरेशी

| | | |
|---|---|---|
| नोंदणी फी | | 30000.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (74) | | 1480.00 |
| एकूण | रू. | 31480.00 |

आपणास हा दस्त अंदाजे 1:05PM ह्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 2 (अंधेरी)

REGISTERED ORIGINAL DOCUMENT

बाजार मुल्य: 8574000 रू. मोबदला: 4041000रू.

भरलेले मुद्रांक शुल्क: 408800 रू.

दुय्यम निबंधक, अंधेरी-२, मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: बी ओ एम ;
डीडी/धनाकर्ष क्रमांक: 269487; रक्कम: 30000 रू.; दिनांक: 12/07/2011

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मूल्यांकन पत्रक

[illegible] 6407/2013

| | | |
|---|---|---|
| [illegible] | 2013 | [illegible] 22/07/2013 |
| जिल्हा | मुंबई(उपनगर) | |
| [illegible] | - 25 [illegible] | |
| [illegible] | - 35/180 [illegible] | |
| [illegible] | सि.टी.एस. नंबर -- 485 | |
| [illegible] | मुंबई(उपनगर) | |
| [illegible] | बांधीव | |

[illegible]

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|
| 69 500 | 82,500 | 102,100 | 139 000 | 82,500 |

| | | | | |
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| [illegible] | 68.40 | चौरस मीटर | [illegible] | [illegible] |
| [illegible] | निवासी सदनिका | | [illegible] | [illegible] |
| [illegible] | 0 TO 2 | [illegible] | मजला | 0 |

[illegible] = [illegible]

= 82 500.00 * 100.00 /100

= 82,500.00

[illegible] = [illegible]

= 82,500.00 * 79.08 [illegible]

= 6,523,900.00

[illegible] = [illegible] + [illegible] + [illegible] + [illegible] + [illegible] + [illegible] + [illegible]

= A + B + C + D + E + F + G + H

= 6,523,900.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00

fmv = 6,523,900.00 [illegible]

[illegible] 6048000/-

# INDIA NON JUDICIAL

# Government of Maharashtra

सत्यमेव जयते

## e-Stamp

| | | |
|---|---|---|
| Certificate No. | : | IN-MH03548395528758J |
| Certificate Issued Date | : | 15-Jul-2011 02:59 PM |
| Account Reference | : | SHCIL (FI)/ mhshcil01/ ANDHERI/ MH-MSU |
| Unique Doc. Reference | : | SUBIN-MHMHSHCIL01038040930056301 |
| Purchased by | : | Mohammed Nadeem Aquil Qureshi |
| Description of Document | : | Article 25(b)to(d) Conveyance |
| Property Description | : | Flat no 63 Wing H Rustomjees Central Park CTS no 483,484,484/1to 7 Vill Chakala Andheri East Mumbai |
| Consideration Price (Rs.) | : | 40,48,000/- (Forty Lakh Forty Eight Thousand only) |
| First Party | : | Credence Property Developers Pvt Ltd |
| Second Party | : | Mohammed Nadeem Aquil Qureshi |
| Stamp Duty Paid By | : | Mohammed Nadeem Aquil Qureshi |
| Stamp Duty Amount(Rs.) | : | 4,08,800 (Four Lakh Eight Thousand Eight Hundred only) |

Please write or type below this line

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Statutory Alert:

# SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151
E-mail :

**Mode of Receipt**

Account Id : mhshcil01

Account Name : SHCIL-MAHARASHTRA

Receipt Id : RECIN-MHMHSHCIL01D3386535889117J

Receipt Date : 15-JUL-2011

| | |
|---|---|
| Received From : Mohammed Nadeem Aquil Qureshi | Pay To : |
| Instrument Type : PAYORDER | Instrument Date : 12-JUL-2011 |
| Instrument Number : 269495 | Instrument Amount : 408800 ( Four Lakh Eight Thousand Eight Hundred only ) |
| Drawn Bank Details | |
| Bank Name : bank of maharshta | Branch Name : Boribunder Mumbai |
| Out of Pocket Expenses : 0.0 ( ) | |

637

SHCIL E-Stamping | Receipt

Stamp Duty Amount | Rs. 4105,800/-

## AGREEMENT FOR SALE

This Articles of Agreement is made and entered into at Mumbai on this 19th day of July 201_ BETWEEN **CREDENCE PROPERTY DEVELOPERS PVT.LTD.** a company registered under the Companies Act , 1956 and having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (E), Mumbai – 400069, hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and assigns) of the ONE PART, AND MR. MOHAMMED NADEEM AQUIL QURESHI of Mumbai, Indian inhabitant having their address for the purpose of these present at 12, Ma[illegible], 57, Dr. Mrs. Leela Melville Road, Mumbai - 400008, hereinafter referred to as "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their partners, heirs, executors, administrators and permitted assigns) of the OTHER PART.

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**WHEREAS:**

a) By and under Development Agreement dated 22nd January 2002 executed between the then existing owners i.e. (i) Mohammed Jamil Mohammed Ismail Qureshi (ii) Mohammed Aquil Mohammed Ismail Qureshi (iii) Mohammed Kafil Mohammed Ismail Qureshi, all of Mumbai Indian Inhabitants (therein referred to as **"the First Owners"**). (i) Mohammed Rafiq Shaukat Chaudhary (ii) Mohammed Zubair Shaukat Chaudhary (iii) Abdul Gani Shaukat Chaudhary (iv) Sharif Hasan Rashali (therein referred to as **"the Second Owners"**). (i) Mrs. Gafurunisa Shahadat , (ii) Abdulla Shahadat. (iii) Mrs.Kulsum Manjoor Khan (iv) Mohd. Farooque Shahadat, (v) Abdul Majid Shahadat. (vi) Mrs.Saira Afzal Khan. (vii) Mrs.Shaida Saifullah Khan. (viii) Mohd. Illyas Shahadat, (ix) Mrs.Sabira Mohd. Ayubkhan (therein referred to as **"the Third Owners"**), (i) Boman Irani (therein referred to as the **"First Confirming Party"**), (ii) Sharfuddin A. Patel (therein referred to as the **"Second Confirming Party"**), (iii) Percy Soli Chowdhry (therein referred to as the **"Third Confirming Party"**) and the Promoter (therein referred to as **"the Developer"**). the First Owners therein, Second Owners therein. Third Owners therein. First Confirming Party therein, Second Confirming Party therein. Third Confirming Party therein granted development rights to the Promoter of that piece or parcel of land admeasuring 13863.67 sq. meters bearing survey Nos. 49 and 82 and corresponding CTS No. 483 and 484 and 484/1 to 7 situate lying and being at Revenue village Chakala, South Salsette, Andheri (E) and more particularly described in the Schedule hereunder written and shown surrounded by a red colour boundary lines on the plan thereof hereto annexed together with structures standing thereon (hereinafter for the sake of brevity called '**the said Property**' in the manner) and on the terms and conditions as stated therein.

b) Pursuant to the said Agreement for Development the Promoters have commenced the Development and construction work of the said property and construction work as per the plans sanctioned / to be sanctioned by the Municipal Corporation of Greater Mumbai as aforesaid.

c) There are court proceedings pending in respect of the said Property filed before the Hon'ble Bombay High Court, a list whereof is annexed hereto and marked as **Annexure - "A"**.

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d) By and under Orders dated 9th September, 2010 in Appeal No. 356 of 2010 in Notice of Motion No.3527 of 2002 in Suit No.4007/2002, Appeal No. 368 of 2010 in Notice of Motion No. 1922 of 2003 in Suit No. 1961 of 2003, Appeal No. 391 of 2010 and Appeal 436 of 2010 in Court Receivers Report No. 73 of 2010 in Notice of Motion No. 3527 of 2010, Appeal No. 357 of 2010 in Notice of Motion No. 1922 of 2003 in Suit No. 1961 of 2003, the Hon'ble Bombay Court recorded orders passed between the parties by consent. Under the same orders, all the interim orders have been vacated upon deposit of Rs.1,20,00,000/- (Rupees One Crore and Twenty lacs only) and Rs.5,00,00,000/- (Rupees Five Crores only) in the Hon'ble Bombay High Court by the Promoter. By and under the same Order dated 9th September, 2010, the Promoter has agreed to reserve the constructed area of 3000 square feet in the proposed commercial complex towards the share of Plaintiff No. 1 and Plaintiff No. 2 in the said Property.

e) By and under Receipts dated 7th October 2010 bearing Nos. 022799 and 022800 respectively issued by the Prothonotary and Senior Master, High Court, Bombay, the Promoter herein has deposited the aforesaid amounts of Rs.1,20,00,000/- and Rs.5,00,00,000/- in the Hon'ble Bombay High Court.

f) Pursuant thereto, there are no existing orders restraining the Promoter to continue and complete the development of the said Property or sell or grant possession of the flats constructed on the said property by the Promoter to its Purchasers. The Promoter is also now permitted to construct and provide the common amenities and facilities to the flat purchasers.

g) The Promoters are presently constructing the building to be always known as "RUSTOMJEES CENTRAL PARK" on the property more particularly described in the Schedule hereunder written. The Promoter shall also construct residential building/s and commercial complex/es on the said Property.

h) Plans of the said buildings to be always known as "RUSTOMJEES CENTRAL PARK" are prepared by M/s. H. M. Jhaveri & Sons the Architects of the Promoters and are approved and sanctioned under I.O.D. No.CE/7673/BPWS/AK, dated 28.10.2002 and the commencement certificate of the said building is issued on 01.01.2003 by the Municipal Corporation of

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Greater Mumbai and the said Commencement Certificate has been duly revalidated till date.

i) By and under Occupation Certificate dated 30[th] June 2009, the Municipal Corporation of Greater Mumbai has permitted the Promoter to grant possession of the flats in Wings "G" and "H" on the said Property.

j) A copy of the Certificate of Title of the said property issued by M/s. Legal Remedies, Advocates and Solicitors for the copies of the property cards in respect of the said property and the copies of the Plans of the premises in the said building are hereto and marked Annexures "B" , "C" and "D" respectively:

k) The Promoters intend to sell on Ownership basis shops, flats, row house, terraces, open spaces/gardens/basements/open/stilled parking spaces, garages and other premises in the said buildings in the said Project to be constructed on the said property, as per the provisions of the Maharashtra Ownership of Flats Act 1983.

l) The Purchaser has approached the Promoters to allot them Flat No.63 on 6[th] Floor in "H" Wing of the building to be always known as "RUSTOMJEES CENTRAL PARK", as shown on the enclosed plan on what is popularly known as Ownership Basis:

m) The Promoters have informed the Purchaser that the Promoters have not yet completely finalized the entire scheme of development thereof and have reserved to itself the right to amend from time to time the layout of the said property and provide for construction of one or more buildings than what is at present envisaged and to amend the building plans and / or construct additional floor and / or structure on the said property including on the said building in which the Purchaser is purchasing the said flat. A separate consent letter executed by the Purchaser in favour of the Promoter is annexed hereto and marked as Annexure C-1.

n) The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property and the layout plans and Building plans, designs and specifications prepared by the Promoters' Architects and of other documents

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as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1983 herein referred to as "the said Act" and the Rules made thereunder and the Promoters have supplied to the Purchaser copies of such of the documents as are mentioned in Rules of the above referred Act as demanded by the Purchaser. The Purchaser has seen the building plan in respect to the said building as at present envisaged and approved by the Corporation and are aware the Promoter shall also construct one residential building and one commercial complex on the said Property; which is delineated with blue coloured boundary line and access to be given to the Flat Purchaser is shown and highlighted in blue colour on the Plan annexed hereto and marked as Annexure C-2.

o) The Promoters are entering into separate Agreements (in form similar to this Agreement) with several other persons and parties who may agree to purchase the Flat Premises/ Shop or Commercial Premises on Ownership Basis on the same terms and conditions herein contained except and subject to such modification as may be necessary or considered desirable or proper by the Promoters with a view that the Purchaser of various premises in the said building to be always known as "RUSTOMJEES CENTRAL PARK" and shall ultimately form themselves into a Co-operative Society / Societies under the Maharashtra Co-operative Societies Act, 1960 or a Limited Company / Companies under Companies Act 1956 as the case may be;

p) It has been agreed by and between the parties that if one or more such premises are not taken or acquired by any persons other than the Promoters at the time when the said buildings are ready for occupation, the Promoters will be deemed to be the Owners thereof and shall be entitled to deal with and dispose of the same until such time as the said premises are agreed to be sold by the Promoters to any other person or persons or party as they may deem fit, and the Co-operative Society formed by the Purchasers shall admit Purchasers of such premises without any Charges as the member of the said Society save and except entrance fee of Rs.100/- and share money of Rs.500/- for purchase of 10 shares of such society;

q) The Purchaser has with full knowledge of all the terms and conditions and covenants contained in the papers, plans, orders, schemes and documents referred to herein above including the Agreement for Development dated 22nd January 2002 between the Owners and the Promoters has agreed to purchase

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and acquire from the Promoters the said Flat No.63 on 6[th] Floor, in "H" Wing of building to be always known as "RUSTOMJEES CENTRAL PARK" as shown on the enclosed plan for the sake of brevity and convenience (hereinafter referred to as the said flat) at the lumpsum price and upon and subject to the terms and conditions and covenant herein contained;

r) Simultaneously with the execution of this Agreement, the Promoter has handed over quiet, vacant and peaceful possession of the said Flat to the Purchaser.

s) The parties hereto are desirous of recording the terms and conditions agreed between themselves as hereinafter contained.

**NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

1. The recitals contained above form an integral part of the agreement as if the same were set out and incorporated in the operative part.

2. The Promoters are developing all those pieces or parcels of lands, hereditaments and premises (in aggregate admeasuring 13863.67 sq. meters or thereabouts) situate lying and being at Revenue village Chakala, South Salsette, Andheri (E), bearing C.T.S. No.483 & 484 and 484/ 1 to 7 and more particularly described in the Schedule hereunder written and shown surrounded by a red colour boundary lines on the plan thereof hereto annexed and marked together with structures standing thereon hereinafter for the sake of brevity called "the said property" in the various agreements recited above.

3. The Promoters are constructing the proposed building to be always known as **"RUSTOMJEES CENTRAL PARK"** on the property more particularly described in the Schedule; and the plans of the said building are sanctioned as recited above. The Purchaser confirm that he/she/they have inspected the said sanctioned plans I.O.D. and Commencement Certificate and the permission granted under Urban Land (Ceiling and Regulation) Act, 1976 prior hereto;

4. The Promoters have agreed to sell and the Purchaser has agreed to purchase Flat No.63 on 6[th] Floor, in "H" wing of the building to be always known as **"RUSTOMJEES CENTRAL PARK"**, as shown on the

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enclosed plan admeasuring about 82 square Mtrs., and admeasuring to 882.34 Sq. Fts., carpet feet (carpet area, which is inclusive of the area of balconies and gratous areas of AHU, BMS where applicable) for the lumpsum price of Rs.40,48,000/= (Rupees Forty Lakhs Forty Eight Thousand only), which shall be paid by the Purchaser to the Promoters in the following manner :-

(a) Rs.40,48,000/- has paid by the purchaser to the promoters before the execution of this Agreement;

(b) Rs.----------/- on offering of possession of the said premises;

5. All the above payments shall be made by the purchaser to the Promoters in the name of **M/S. CREDENCE PROPERTY DEVELOPERS PVT. LTD.,**

6. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time in respect of the said payments is the essence of the contract. The Promoters will forward to the Purchaser/s by ordinary post intimation of the Promoters having carried out the aforesaid work at the address given by the Purchaser under this Agreement and the Purchaser will be bound to pay the amount of installments within eight days of Promoters dispatching such intimation under certificate of Posting / Courier at the address of the Purchaser/s as given in these presents. The Promoters will keep certificates of their Architects certifying that the Promoters have carried out given items of work and such certificate will be open for inspection by the Purchaser/s at the office of the Promoters and such certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The consideration amount of the said flat has been agreed to by and between the parties hereto on the basis of the present cost of the building materials, services and labor charges as on 30.07.2003. The flat Purchaser hereby expressly agrees that in the event of the cost of building material and / or services and / or liaison charges hereafter increase by more than 10% from the present rates, the Purchaser shall pay to the promoters a further amount of the Purchaser price equal to the increased cost building material and / or labor charges above 10% from the present rates as may be certified by the Promoters/Architects and such escalated price shall be paid by the Purchaser to the Promoter divided equally along with the unpaid balance of the installments of the consideration amount payable as

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aforesaid. The expression "consideration amount" or "purchase price" or "balance of purchase price" or "all the amounts" or "final dues" wherever appearing in these presents shall deem to include such escalated price if any and till the purchaser pays to the Promoter the entire consideration amount inclusive of escalated price if any together with any other payments and deposits, the Purchaser shall not be entitled to the possession of the said flat.

7. It is expressly agreed that the Purchaser shall be entitled to the common area and facilities along with the said premises and the nature, extent and description of such common area and facilities and percentage of such common areas and facilities and percentages of undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said premises agreed to be sold is hereunder written:

8. The Purchaser/s shall be entitled to the limited common area and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchaser will enjoy in the Limited Common area and facilities appurtenant to the said premises agreed to be sold is hereunder written;

9. The said premises shall contain specifications, fixtures, fittings and amenities as set out in the Annexure "E" hereunder written and the Purchaser confirms that the Promoters shall not be liable to provide any other specification, fixtures, fittings and amenities in the said premises. However during the course of construction, the Purchaser may instruct the Promoters to make any addition or alteration including any extra amenities provided the same does not involve any structural change and is permitted by the corporation and for such addition, alteration or extra amenities extra cost shall be paid in advance by the Purchaser to the Promoters upon the Promoters agreeing to provide the same. The Promoters shall be at their discretion, be free to provide additional or special amenities such as health-club, recreation club, swimming pool, badminton court, pipe gas and for which the Purchaser/s shall be bound and liable to pay additional consideration as may be determined by the Promoters keeping in view the costs and efforts involved in providing the same and the reasonable return to the Promoters.

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10. If the Purchaser commits default in payment of any of the installments mentioned in Clause 4(A) aforesaid on their respective due dates (the time being the essence of the contract) and if the default continues inspite of 15 days notice in writing to be sent by the Promoters to the Purchaser, the Promoters shall be at liberty to terminate this Agreement in which event the said earnest money deposit paid by the Purchasers to the Promoters shall stand forfeited. The Promoters shall however on such termination refund to the Purchasers the installments of part payment if any, which may have till then been paid by the Purchaser to the promoters but without any further amount by way of interests for otherwise. On the Promoters terminating this Agreement under this clause, they shall be at liberty to sell and dispose of the said premises to any other person as the Promoters may deem fit at such price as the promoters may determine and the Purchaser shall not be entitled to question such sale or to claim any amount from the Promoters;

11. Without prejudice to promoters other rights under this Agreement and/or in law in Purchaser shall be liable, at the option of the Promoters to pay (and hereby agree to pay) to the promoters interest at the rate of 24% per annum on all amounts that may be due and payable by the Purchaser under the Agreement, if any such amount remains unpaid for seven days or more after becoming due:

12. The Purchaser confirms and acknowledges that the Promoter has been ready and willing to comply all its obligations to the Purchaser and grant possession of the said Flat to the Purchaser, however was restrained from doing so by orders of the Hon'ble High Court, Bombay in the said litigation in respect of the said Property. The Purchaser confirms that he shall not make any claims whatsoever against the Promoter or hold the Promoter liable in respect thereof any time hereafter.

13. Upon possession of the said premises being delivered to the purchaser he / she shall be entitled to the use and occupation of the said premises. The Purchaser however shall not be entitled to and shall not change the user of these premises. Upon the Purchaser taking possession of the said premises he / she shall have no claim against the Promoter in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.

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14. Upon the Promoter making the said Flat available for possession to the Purchaser, the Purchaser shall be liable to bear and pay all taxes and charges for electricity and other service charges and the outgoings payable in respect of the said premises mentioned in clause (16) hereof;

15. The Purchaser agrees and binds himself/herself to pay regularly every month, by the 5th of each month to the Promoter until the conveyance of the said property is executed in favour of a Co-operative Society, as aforesaid and thereafter to the aforesaid Co-operative Society, the proportionate share that may be decided by the promoter or the Co-operative Society as the case may be, for (a) Insurance Premium (b) all Municipal and other taxes that may from time to time be levied against the said land and / or building including water taxes and water charges (c) outgoings for the maintenance and management of the estate and the amenities, common lights and other outgoings and Maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the said property;

16. The Purchaser shall at the time of entering upon the said premises as Licensee pay to the Promoters the following amount.

1. Rs.100/- towards Membership Fees.
2. Rs.500/- towards Share Money
3. Rs.5000/- toward Legal Fees
4. Rs.3000/- towards Formation & Registration of Society
5. Rs.18000/- towards Electric Meter & Water Meter Connection Charges and Natural Gas Pipe Connection Charges.
6. Rs.37950/- towards Six Months Maintenance Deposit.
7. Rs.37950/- towards Six Months Maintenance Advance.
8. Rs.17710/- towards Development Charges.
9. Rs.37950/- towards Club House/ Swimming Pool Charges.

Rs.158160/- TOTAL

These aforesaid amounts are to be paid by the Purchaser before license to enter upon the said premises is given. No interest will be payable thereon. The Promoters shall utilize the sum of Rs.8000/- paid by the Purchaser to the Promoters for meeting all legal cost, charges and expenses, including professional costs of the Advocate of the promoters in connection with formation of the said Co-operative Society or Limited Company or condominium of Apartments as the case may be, preparing its rules,

regulations and bye-laws and the cost of preparing the conveyance or assignment of lease. The stamp duty, registration charges and other miscellaneous expenses in respect of this agreement and the Deed of Conveyance shall be paid by the Flat Purchaser;

17. The Purchaser shall not use the said premises for any other purposes other than as a private residence and the said car-parking space / garage for parking a motor vehicle and the shop for any commercial purpose permissible by law. The Purchaser shall under no circumstances enclose the stilt area;

18. The Purchaser shall maintain the front elevation, side elevation and rear elevation of the said premises, in the same form as the Promoters construct and shall not at any time affect / alter the said elevations in any manner whatsoever without the prior consent in writing from the Promoters. Further the purchaser shall not alter the size and position of and any of the windows of the said premises.
The purchaser shall fit the external grill to the windows of the design, size, material and color as stipulated by the Second Promoter and shall fit it at the position and location as stipulated by them.

19. The Purchaser shall from the date of possession maintain the said premises at his / her cost in a good condition and shall not do or suffer to be done anything in or to the said premises and / or common passages, or the compound which may be against the rules or bye-laws of the Municipal Corporation of Greater Mumbai and shall also comply with the orders passed by the Government of Maharashtra and other authorities under the provisions of the urban land Ceiling Act and other provisions of law.

20. Provided it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said land and / or in the building/s to be constructed thereon and also the flats/shops/garage/parking space and other units entirely at their own discretion and upon such terms and conditions that the promoters shall deem fit and proper and the Purchaser will not be entitled to object to the said sale by the promoters;

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21. The Purchaser shall have no claim whatsoever except in respect of the particular flat / car-parking space / garage and / or premises hereby agreed to be purchased. All other open spaces, unallotted flats / shops, car parking spaces, stilt areas and other spaces etc. will remain the property of the Promoters until the part/whole property viz. land and building are transferred to the Co-operative Society as herein mentioned but even then subject to the right of the Promoters under this Agreement.

22. The Purchaser hereby grants his irrevocable power and consent to the Promoters and agrees:

(a) that till the Conveyance or any other document vesting the property in favour of Co-operative Society of the Purchaser is executed, the Promoters alone shall be entitled to all F.S.I. whether available at present or in future for any reason whatsoever including the balance F.S.I. the additional F.S.I. available under D. C. Regulations from time to time and / or by an special concession, modification of present Rules Regulations Statutes, bye-laws etc. F.S.I. available in lieu of the road widening set back, reservation or otherwise howsoever with and/or without premium payable;

(b) that under no circumstance the Purchaser will be entitled to any F.S.I. or the common organization of the flat holders shall have any right to consume the same in any manner whatsoever;

(c) to the Promoters developing the said plot of land fully by constructing additional built-up floors/structures thereon so as to avail of the full F.S.I. permissible at present or in future including, for staircase, lift, passage, temporary access or by way of purchase of T.D.R. (Floor Space Index) on the said plot and including putting up on any additional construction, as mentioned above and the Promoters selling the same and appropriating to itself the entire sale proceeds thereon without the Purchaser or other occupiers of the tenements/flats in such building and/or their common organization having any claim thereto or to any part thereof. The F.S.I. and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use deal, with, dispose of, sell, transfer etc. the same in manner the Promoter chooses. The Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground on inconvenience and/or nuisance. The

Conveyance of the portion of the said land with building etc. and transfer of rights of the Promoter/Developer as thereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Promoter shall be entitled to consume the said F.S.I. by raising floor or floors or any structures of any structures;

(d) to the Promoter selling any part or portion of the said building including the open terrace, stilts or any portion thereof or any open area of appurtenant land for exclusive use as a garden, display of advertisements, hoarding, parking or as same may be convenient;

(e) not to raise any objection or interfere with Promoter's right reserved hereunder;

(f) to execute, at once if any further or other writing, documents etc. is required or necessary for the purpose and intent of this agreement;

(g) to do all other acts, deeds, things and matter which the Promoter in his absolute discretion deem fit for putting into complete effect the provision of this agreement;

The aforesaid consent and agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Purchaser and / or possession of the said property is handed over to the society of the Purchasers of flats and to whosoever acquire the flats from the persons signing agreement.

The nature, extent and description of the "common area and facilities" and of the "Limited common area and facilities" shall be as under:

(a) COMMON AREA AND FACILITIES to the purchasers of building / Compound of the building i.e. the open area (out of the said land described in the Schedule hereunder written) appurtenant to the built up area of the said building "RUSTOMJEES CENTRAL PARK" but excluding the front open space and/or open space / garden adjoining to row house / ground floor premises specifically agreed to be sold alongwith such row house/ground floor premises and the car parking spaces in the compound allotted / to be allotted to the respective flat holders and the garages, if permitted and constructed. The Purchaser will have a proportionate undivided interest in the above.

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(b) LIMITED COMMON AREA AND FACILITIES to the Purchaser of buildings:

i. Common Entrance lobby and foyer of the particular building in which the above mentioned flat is located and the lift / lifts of such building shall be for the Purchasers of the respective building.

ii. The staircase of the particular building including main landing of the particular building in which the said flat is located shall be available to the Purchasers of the respective building for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.

These limited Common Areas and Facilities are applicable to all the purchasers of flats located in the particular building in question. The Purchaser will have a proportionate undivided interest in the above.

(c) The underground water tanks with the pumps and pump-house and the overhead water tank to be constructed separately for the building to be always known as "RUSTOMJEES CENTRAL PARK" will serve only that building.

23. Nothing contained in these presents in intended to be nor shall be construed to be grant, demise or assignment in law of the said premises or of the said land, hereditaments and premises or any part thereof or of the said buildings thereon or any part thereof. Nothing contained herein shall deprive the Promoter of their rights to be let out hoarding for advertisement from the compound of the buildings. It is expressly agreed that the promoters shall be entitled to sell to any person/s Hoarding rights (including rights to put up Hoarding in the compound and on the terrace);

24. The parties hereto specifically declare and confirm that :

(a) The Flat Holder had inspected the property and had ascertained for himself / herself that the work of the said building is completed and the same is ready for use and occupation;

Any stamp duty and/or other charges, duties or and levis become payable on these presents and/or on such possession letter and/or record thereof or otherwise, the same shall be borne and paid by the Purchaser alone and

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(e) This Agreement is not an agreement to sell on immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act 1958 and no interest in the immovable property is or is intended to be transferred to or vested intervivos in the Flat-Holders.

25. The Purchaser till the deed of Conveyance is executed shall not let, sub-let, sell, transfer or assign or part with his interest under or benefit of this Agreement or part with possession of the premises until all the dues payable by him/her to the Promoters under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and / or conditions of this Agreement and without obtaining the previous consent in writing of the Promoters;

26. The Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the consent of the Promoters, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters and/or Co-operative Society may require for safe guarding the interest of the Promoters and/or of the Purchasers in the said building;

28. The Purchaser and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of with the consent of the Promoters shall observe and perform all the bye-laws and/or the rules and regulations which the Co-operative Society at registration may adopt and the additions, alterations or amendments, thereof, for protection and maintenance of the said building and the premises therein and /or in the compound and for the observance and carrying out of the Building Rules and Regulations, the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other public bodies. The Purchaser and the persons to whom the said premises are let, sublet, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by such Co-operative Society and/or the Government of Maharashtra and / or the Promoters as the case may be, regarding the occupation and uses of the buildings and the premises therein and shall pay and contribute regularly and punctually towards the taxes and / or expenses and other outgoings in accordance with the terms of this Agreement;

29. The Purchaser hereby agrees and undertakes to be a member of the Co-operative Society to be formed in the manner herein appearing and also from time to time sign and execute all applications for registration and for formation and the registration and for membership and other papers and documents necessary for becoming a member, including the bye-laws of the proposed society and duly filled in, sign and return the same to the Promoter within 10 (ten) days of the same being sent by the Promoters to the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority. The Purchaser shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Promoters and of the other purchasers of the other flats in the building.

30. The Purchaser hereby covenants that from the date of possession, he/she shall keep the said premises, the walls and partition wall, sewers, drains, pipes and appurtenance thereof belonging in good tenable repair and shall abide by the conditions of the Government, Bombay Municipal Corporation or the B.S.E.S. Co. Ltd. and any other authorities and local bodies and shall attend, answer and will be responsible for all violation of any such conditions or rules or bye-laws.

31. The Purchaser along with the other Purchasers who take or have taken the other flats, shops in the building shall form themselves into a Co-operative Society. On the Co-operative Society being registered the rights of the Purchasers as the Purchaser of the said premises will be governed and regulated by the provisions of the said Co-operative Society and the Rules and Regulations framed by them but subject to the terms of this agreement.

32. On the completion of the said building, the Promoters shall co-operate with the Purchaser in forming, registering or incorporating a Co-operative Society, the rights of members of the Co-operative Society being subject to the rights of the Promoters under this Agreement and the Conveyance to the executed in pursuance hereof. When the Co-operative Society, is registered and when all the amounts due and payable to the Promoters in respect of all the flats and other premises in the said Building are paid in

full as aforesaid, and when the construction of all the building/s proposed by the Promoters on the said property are completed the Promoters shall (subject to his obtaining the permission required under the law and rules and regulations) execute / get executed the necessary Conveyance of the said property more particularly set out in the Schedule hereunder written together with the said building/s in favour of such Co-operative Society/s. The Purchaser shall not raise any objection and / or claim any compensation if the areas permitted to be conveyed is less than the area shown in the Schedule hereunder written.

Notwithstanding anything to the contrary, the Promoters shall be entitled to decide at their sole discretion and the Purchaser shall be bound thereby, to cause one or more separate body or bodies of purchasers formed of one or more building or buildings or wing or wings thereof and to cause to be transferred by way of one or more lease or leases or otherwise in any suitable and permissible manner the undivided portion of land beneath such structure or structures together with the minimum required land appurtenant thereto at a nominal rent and for such term and conditions and covenants as the Promoters may deem fit and proper. The Promoters shall also be entitled to decide upon the manner in which and the body by which the infrastructural and / or common facilities will be regulated and managed and the Purchaser is bound thereby.

The Promoters may decide to obtain instead sector wise Conveyance jointly in favour of one or more societies of the buildings situated in such sector.

None of the society or its body shall be entitled to any FSI [illegible] FSI consumed in such building and that all the remaining [illegible] right [illegible] consume the same including as and by way of addition to such building horizontally or vertically will belong to the Promoters.

33. In the event of the Society being formed and registered before the sale and disposal by the Promoters of all the flats, shops and other premises in the building the power and authority of the society so formed and/or of the Purchaser and/or Purchaser of the other flats and shops in the said building shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the promoters shall have absolute authority and control as regards as unsold flats/shops and other premises and the areas underneath

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the stilts and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold flats, shops and other premises, then and in such case, the Promoters shall join in as the Promoters / Member in respect of such unsold premises an as and when such premises are sold to the persons of the choice and at the discretion of the promoters, the Co-operative Society shall admit as members the purchaser of such premises without charging any premium or donation or any other extra payment in any manner and without any objection for admission of such purchase as the member of the said society.

34. M/s. Kantibhai Unadkat & Co. of the Promoters shall prepare and/or approve as the case may be, the Deed of Conveyance and all other documents to be executed in pursuance of the agreement as also the bye-law in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and other expression in connection with the preparation and execution of the Deed of Conveyance and other documents and formation and registration of the Co-operative Society shall be borne, shared and paid by all the purchasers of the said building in proportion to the respective purchase price of their respective premises and/or paid by such Co-operative Society. Such amount shall be kept deposited by the Purchaser with the Promoters one week before the time of taking possession of the said premises and the said amount shall not bear any interest.

35. The stamp duty and registration charges and taxes (including value added tax and any indirect and/or service tax) of and incidental to this agreement and any document executed in pursuance of this Agreement and/or in respect of the said premises and/or the said property shall be borne and paid by the Purchaser. It shall be the responsibility, obligation of the Purchaser to lodge this agreement for registration. In the event the said agreement is not lodged for registration by paying the appropriate stamp duty as may be applicable under the law, the Purchaser only shall be liable to bear and pay the fines, penalty etc. and entirely at his/her/their own risk. In compliance with the obligations under the law, the promoters will attend the office of the Sub-Registrar of assurance, and admit execution of this Agreement and so as to get the same registered, after the Purchaser inform the Promoters in writing the number under which

lodged and forwarding the photo copy of the Receipt issued by the Sub-Registrar of Assurance.

36. The Non-refundable deposits that may be demanded by or paid to the Municipal Corporation of Greater Mumbai for the purpose of sanctioning the plans and/or issuing the commencement certificate, I.O.D. and/or occupation certificate and/or Building completion Certificate and for giving water connection to the said building shall be payable by all the Purchasers of the said building in proportion to the respective area of their respective flats, the amount of the same to be determined by the Promoters. The Purchasers agree to pay to the Promoters within seven days of demand, such Proportionate share of the Purchase of such deposit.

37. If at any time any further development tax and/or charges, and/or betterment charges or other levy are charged, levied or sought to be recovered by the Mumbai Municipal Corporation, Government and/or any other public authority in respect of the said land and/ or the building and/or the approval of construction or occupation thereof the same shall be borne and paid by all the Purchasers in proportion to the respective area of their respective flats.

38. The Purchaser agrees and binds himself to pay to the Promoter his/her provisional monthly contribution of Rs.6325/- per month towards the aforesaid outgoing and maintenance charges (referred to in clause ___ above) from the date as provided herein above in clause 14 and payable every month regularly in advance till such time as the said property is transferred to Co-operative Society and he/she shall not withhold the same for any reason whatsoever.

39. If for any reason prior to the completion of the said building and the receipt by the promoter of the total consideration money receivable by them, a Deed of Conveyance is executed in favour of the Co-operative Society and if on the date of such conveyance the said building is not fully constructed and / or completed and / or if the building and / or other portion of the said property has or have not been disposed off by the Promoters on ownership basis, or if the Promoters have not obtained in full the consideration money receivable by him from all persons who obtain the flats, car-parking spaces and other portions in the said property

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then and in such event, the Promoters shall have the right to construct and complete the said building and to dispose off the unsold flats, car-parking spaces and/or with other portions of the said property and / or to receive the consideration money even though such Conveyance is obtained in favour of the Co-operative Society. Adequate covenant for the above shall be made in the Deed of Conveyance.

40. All notices to be served upon the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post, under certificate of posting or courier at his / her address specified below:

<u>12, Mariam Manzil, 57, Dr. Mrs. Leela Melville Road, Mumbai – 400008.</u>

41. The Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good, within three months of the Promoter giving a notice, all defects, decays and work of repairs of which such notice in writing shall be given by the Promoters to the Purchaser and also for the purpose of repairing any part of the building and for the purpose of making, repairing maintaining, rebuilding, cleaning, lighting and keeping in order and condition all service, drains, pipes, cables, water courses, gutters, wires, partition, walls or structure or other convenience belonging to serving or used for the said building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this agreement.

42. It is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of his choice, the terrace above the top floor of the said new building subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift machine room of the building. The Purchaser/s of such terrace shall be entitled to make use of the same for all purpose whatsoever as permissible by law. However, the Purchaser shall not enclosed or cover the said terrace without the written permission of the Promoter and/ or the Society, as the case may be and Municipal Corporation of Greater Mumbai.

43. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO:

(a) that the terrace space in front of or adjacent to the terrace flats in the said building, if any, and the terrace above the row houses shall belong exclusively to the respective purchaser of the terrace flat/row house if allotted by the Promoters and such terrace spaces are intended for the exclusive use of the respective terrace flat / row house Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the society or as the case may be.

(b) that the ground level open spaces in front, rear and on sides as may be available around the row house or adjacent to the ground floor flats and other premises (if any) shall exclusively belong to the respective Purchaser to whom the said open space is exclusively allotted by the Promoters and other Purchasers shall only have right of entry at reasonable hours for maintenance of any common service lines passing through such open space.

(c) that the purchase price mentioned hereinabove is purely on lumpsum basis and no dispute whatsoever shall be entertained at any time relating to purchase price. The Aggregate areas mentioned herein for flats/premises shall be used for determining the proportionate distribution amongst the various flats holders of any common expenses incurred or to be incurred on the whole of building and land and which distribution is otherwise not specified anywhere else.

(d) that irrespective of disputes if any, which arise between the Purchaser and the Promoters and / or the said Co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually by the Purchaser to the Promoters and shall not be with held by the Purchaser for any reason whatsoever.

44. That the Society shall be always known as "RUSTOMJEE CENTRAL PARK" and the name of the Co-operative Society or Ltd. Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoters.

45. If any time prior to the execution of the Deed of Conveyance the F.S.I. at present applicable to the said land is increased, such increase shall ensure for the benefit of the Promoters, alone without any rebate to the Purchaser.

46. So long as the areas of the said premises (agreed to be acquired by the Purchaser from the Promoters is not altered and the amenities set out in the Annexure E hereunder written are not altered, the Promoter shall be at liberty and are hereby expressly permitted to make variations in the layout/elevation of the property and/or of the building / garden space and/or varying the location of the access of the building as the exigencies of the situation and the circumstance of the case may require. The Purchaser expressly hereby consents to all such variations. The Promoters are fully and absolutely entitled to utilize the floor space index as may be sanctioned by the Municipal Corporation of Greater Mumbai. The Promoters are entitled and the purchaser gives his / her irrevocable consent and no objection to put additional construction by constructing additional floor, converting stilts area in ground floor flats/shops and garages or such premises entirely at their own discretion. The Promoters are entitled to construct the area Phase wise and complete the same in the manner they may deem fit and proper.
The Purchasers shall not be entitled to raise any objection in any manner and do hereby give their irrevocable consent and no objection to the Promoter to put up such construction at their discretion.

47. The Promoters shall have a first lien and charge on the said premises agreed to be acquired by the Purchaser.

48. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Rules 1983 and any other provisions of law applicable thereto.

## THE SCHEDULE OF THE PROPERTY

All that piece or parcel of land admeasuring total area of 13863 67 sq. mts. bearing survey Nos. 49 and 82 and corresponding CTS No. 483 and 484 and 484 1 to 7 situate, lying and being at Village Chakala, Taluka Bandra, South Salsette, Tukdi and Registration Sub District and District of Mumbai City and Bombay Suburban most particularly described as under:

### FIRSTLY

All that big piece or parcel of land or ground situate lying and being at Chakala in Taluka South Salsette Bombay Suburban District in the Registration Sub District of Bandra and now in the Registration District and Sub District of Bombay City and Bombay Suburban admeasuring 3146 sq. yards equivalent to 2629 .70 sq. meters or thereabouts and made up of piece of land entered in the Collectors Book of Revenue and in the record of rights of the Village of Chakala as under ;

| S.No. | Plot No. Hissa No. | Falni No. | Area Acre | Area gontha | Assessment Rs.An.Ps. |
|---|---|---|---|---|---|
| 49 | 0 | 1 | 0 | 1 | 0-1-0 |
| 81 | 1 / 2 | 0 | 0 | 4.5 | 1-13-0 |
| 81 | 2 / 2 | 0 | 0 | 2.5 | 0-2-0 |
| 81 | 3 / 2 | 0 | 0 | 1.5 | 0-4-3 |
| 81 | 4 | 0 | 0 | 5.25 | 1-0-0 |
| 81 | 8 / 2 | 0 | 0 | 1 | 0-3-3 |
| 82 | 6 / 2 | 0 | 0 | 0.75 | 0-0-0 |
| 82 | 7 | 0 | 0 | 2.5 | 0-8-0 |
| 82 | 8 / 2 | 0 | 0 | 0.25 | 0-1-0 |
| 82 | 10/3 | 0 | 0 | 6.25 | 1-2-0 |

and all of which whole piece of land is bounded as follows :

on or towards the North : Andheri Marol Road
on or towards the East : property of Hussein Dehdhar
on or towards the South : partly by property of Bagchi partly by the property of Mirawal D'Almeida

### SECONDLY

All that piece or parcel of land or ground situate lying and being at Chakala in Taluka South Salsette Bombay Suburban District in the Registration Sub District of Bandra and now in the Registration District and Sub District of Bombay City and Bombay Suburban admeasuring 11318 sq. yards equivalent to 9462.29 sq. meters or thereabouts and made up of piece of land entered in the Collectors Book of Revenue and in the record of rights of the Village of Chakala as under:

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| S.No. | Plot No. Hissa No. | Falni No. | Area Acre-guntha | | Assessment Rs.An.Ps. |
|---|---|---|---|---|---|
| 81 | 1(part) /1 | - | 0 | 6.25 | |
| 81 | 2(part) /1 | - | 0 | 8.5 | |
| 81 | 3(part) /1 | - | 0 | 1.5 | |
| 81 | 8(part) /1 | - | 0 | 4.5 | |
| 81 | - | 3 | 0 | 8.25 | |
| 82 | 2(part) /1 | - | 0 | 2.25 | |
| 82 | 4(part) /1 | - | 0 | 6.25 | |
| 82 | 5(part) /1 | - | 0 | 4.25 | |
| 82 | 6(part) /1 | - | 0 | 13.25 | |
| 82 | 8(part) /1 | - | 0 | 12.25 | |
| 82 | 9(part) /1 | - | 0 | 1.25 | |
| 82 | 10(part)/2 | - | 0 | 11.25 | |
| 82 | 11(part)/2 | - | 0 | 2.25 | |
| 82 | -/1 | 2 | 0 | 1.5 | |
| 83 | -/1 | 2 | 0 | 2.0 | |
| 84 | 2 / 1 | - | 0 | 5.25 | |
| | | | 2 | 10.75 | |

and all of which whole piece of land is bounded as follows :

on or towards the North : Andheri Marol Road

on or towards the East : property of M. Himmoos

on or towards the South : partly by property of D. Pereira partly by the property of Manwal D'Almeida

on or towards the West : property of Progressive Land Building & Trading Company

**THIRDLY**

All that piece or parcel of vacant land or ground situate lying and being at Chakala in Taluka South Salsette Bombay Suburban District in the Registration Sub District of Bandra and now in the Registration District and Sub District of Bombay City and Bombay Suburban admeasuring 1544 sq. yards equivalent to 1290.93 sq. meters or thereabouts, being part of a plot comprising 2418 sq. yards and registered and made up of piece of land entered in the [illegible] Book of Revenue and in the record of rights of the Village of Chakala [illegible] (old nos being 212 Survey No.82 Plot No. 1 & 2 ) and all of which whole piece of land is bounded as follows :

on or towards the North : formerly by the property of Mohd.Hossein Dehdushi and Now by the property of Vendor

on or towards the East: property of M.Hussein & Co. & now by the property of Mohd.Abdul Hussein & Co.

on or towards the South : partly by property of Amai Ratansha Doctor & partly by The property of D.M.Bijnor

on or towards the West : partly by the property of Amir Shanker & partly by property Of Francis Domerg Ghosal

**FOURTHLY**

All that piece or parcel of vacant land situate and lying and being at Village Chakala Pat Tukdi Bandra Taluka South Salsette, Tukdi and registration Sub District and District of Mumbai City and Bombay Suburban of which the particulars are as under :

| S.No. | PLOT No. | Hissa No. | Area Sq.yds | Sq.mts. |
|---|---|---|---|---|
| 49 | 3 | 4 | 484 | 404.67 |
| 82 | 12 | 5 | 912 | 762.52 |

S.No.49 Hissa No. 4 bounded as follows :

On or towards the East :land of Mohd.Abdul Hussein & Co.

On or towards West & North : land of Mohd.Abdul Hussein & Co.

On or towards the South :land of Amir Shanker

S.No.82 Hissa No.5 bounded as follows :

On or towards North & South :land of Zamistar Bhusa

On or towards West & South :land of Dijus saheb

On or towards South & East :land of Naser Numui Parsi

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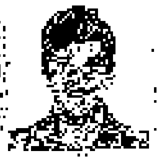
IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands this day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )For Credence Property Developers
) Pvt. Ltd.,

by the withinnamed **"PROMOTER"** )
M/s.Credence Property Developers Pvt. Ltd.



in the presence of Sandip Gawde )

Director

SIGNED SEALED AND DELIVERED )

by the withinnamed **"PURCHASER"** )

MR. MOHAMMED NADEEM AQUIL QURESHI )

in the presence of Sandip Gawde )

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**RECEIPT**

RECEIVED from MR. MOHAMMED NADEEM AQUIL QURESHI, a sum of Rs.40,48,000/- (Rupees Forty Lakhs Forty Eight Thousand only) by Cheque Nos. mentioned below, Mumbai being the amount as provided for hereinabove.

WITNESS

WE SAY RECEIVED
For **CREDENCE PROPERTY DEVELOPERS PVT.LTD.**

1. Sandip Gaud

(PROMOTERS)

2.

| Date | Cheque No. | Bank Name | Amount (Rs.) |
|---|---|---|---|
| 05.07.2003 | 745202 | Bank of Maharashtra | 100,000.00 |
| 01.07.2011 | 764346 | Bank of Maharashtra | 25,48,000.00 |
| 06.07.2011 | 764350 | Bank of Maharashtra | 14,00,000.00 |
| | | | |
| | | TOTAL→ | 40,48,000.00 |
| | | | |
| | | | |

**Annexure**

1 <u>BUILDING :-</u>

The Building consists of stilt + several upper Floors. The Building will be of R.C.C. frame structure with internal and external walls made of brick/block work.

2. <u>FLOORING :-</u>

Mosaic flooring will be provided in the entire flat including living Room, passages and bedrooms. Mosaic skirting will be provided in living room, kitchen, passages and bedrooms. Glazed Tiles will be provided as bathroom Dado up to 4ft. height, in each bathroom. A Kaddappa Platform with sink will be provided in the kitchen. Glazed Tiles will be provided above the kitchen platform upto 2 ft. height.

Lift lobby and steps will be provided with Kaddappa flooring.

3. <u>PLASTERING :-</u>

Internal walls will be plastered & neeru finished and painted.

External walls will have sand face plaster.

4. <u>PAINTING :-</u>

External walls will be painted with long lasting paint.

5 <u>DOORS :-</u>

a. <u>MAIN DOOR:-</u>

Main doors will have wooden frame and flush door. The door will have Number plate & aldrop

b. <u>KITCHEN & BED ROOM DOOR :-</u>

The door frame will be made of wood. The door will flush door. This will be painted on both sides. The door will have tower bolt from inside.

c. <u>BATH ROOM DOOR :-</u>

The Bathroom door will have wood frame painted in enamel. The bathroom door will be flush door. The door will be enamel painted on both sides and it will be, lockable from inside.

6. <u>WINDOWS :-</u>

All windows and louvers will be aluminum. All windows will be provided sheet glass.

7. <u>ELEVATOR :-</u>

The Building will have two Elevators in each wing.

8. <u>GENERAL AMENITIES :-</u>

a) Each flat will be provided with adequate light and fan points

Annexure - B

# LEGAL REMEDIES

ADVOCATES, HIGH COURT
[illegible] ROAD, [illegible]
TEL: [illegible] TELEFAX: [illegible] E-MAIL: [illegible]

Ref.: LR [illegible] Date: [illegible] February, [illegible]

TO WHOMSOEVER IT MAY CONCERN

Re: Property bearing C.T.S No. 484, admeasuring 13365.47 sq. metres situated at [illegible] Taluka, South Salsette, Andheri East, Mumbai Suburban District

This is to certify that we have investigated the title of above referred property, more particularly described in the schedule hereunder written, under instructions of our clients [illegible] and Jamil Mohammed Ismail Qureshi, Mohammed Aqeel Mohammed Ismail Qureshi & Mohammed Kafil Ismail Qureshi. On perusing various documents of title and taking search of the records of the past 32 years in the office of the Sub-Registrar of Assurances at Bandra and Mumbai.

By a Certificate of Sale dated the 14th October, 1978, issued by the Prothonotary & Senior Master, High Court, Mumbai, the above mentioned property, more particularly described in the Schedule hereunder written, was sold and transferred to the joint names of [illegible] Jamil Mohammed Ismail Qureshi, (2) Mohammed Aqeel Mohammed Ismail [illegible] Mohammed Kafil Mohammed Ismail Qureshi, all carrying on business [illegible] in the firm name and style of M/s. Prem [illegible] Chaudhary, (5) Smt. Shahida Hasmullah Chaudhary (6) [illegible] Gupta and (7) Shri Chandrakant [illegible] Gupta. The proportion [illegible] them was specified therein which are as under:-

| | | |
|---|---|---|
| (1) | M/s Premier Iron & Metal Industries | [illegible] undivided share |
| (2) | [illegible] Hasmullah Chaudhary | [illegible] undivided share |
| (3) | Shahida Hasmullah Chaudhary | [illegible] undivided share |
| (4) | Chandrakant [illegible] Gupta | [illegible] undivided share |
| (5) | Chandrakant [illegible] Gupta | [illegible] undivided share |

By a Deed of Release dated the 16th day of May 1983 duly registered with the Registrar of Assurances at Mumbai under S.No. [illegible] the [illegible] undivided share of [illegible] Bhagwandas Gupta was purchased by Mohammed Jamil Mohammed Ismail Qureshi, Mohammed Aqeel Mohammed Ismail Qureshi & Mohammed Kafil Mohammed Ismail Qureshi, partners of M/s Premier Iron and Metal Industries, who are already holding [illegible] undivided share in the said property.

By another Deed of Release dated the 16th day of May 1964 duly registered with the Registrar of Assurances at Mumbai under Sr.No. 1706/64, the 1/6th undivided share of Nur Ghulam Jaan Chaudhari Gotia was purchased by Shaukat Hasanullah Chaudhary, who is already holding 1/6th undivided share in the said property.

In the meantime dispute arose between Shaukat Hasanullah Chaudhary and Shahzad Hasanullah [illegible] Chaudhary, who were partners in a company known as Shaukat Shahzad & Co. and holding 1/6th undivided share each in the said property and various suits were filed in the High Court of Judicature at Mumbai, being Suit No. 1350 of 80, Suit No. [illegible] of 80 and Suit No. [illegible] of 1979.

During the pendency of these proceedings Shaukat Hasanullah Chaudhary died intestate at Mumbai on the 15th March 1994 leaving behind him as his heirs and legal representatives, the following persons according to the Mohammedan Law by which he was governed at the time of his death :-

(i) Mrs Gauharnisa Shahzad
(ii) Abdulla Shahzad
(iii) Mrs Sultana Manjoor Khan
(iv) Mohd. Farooque Shahzad
(v) Abdul Majeed Shahzad
(vi) Mrs Salma Afzal Khan
(vii) Mrs Shahida Shahjahan Khan
(viii) Mohd Iqyas Shahzad
(ix) Mrs Sabeha Mohd Ayubkhan

During the pendency of the aforesaid proceedings, Shahzad Hasanullah Chaudhary also died intestate on 5th March 1995 at Mumbai leaving behind him the following persons as his heirs and legal representatives according to the Mohammedan Law by which he was governed at the time of his death :-

(i) Amatunnisa Shaukat
(ii) Mohd Rafiq Shaukat
(iii) Mohd Zubair Shaukat
(iv) Abdul Gani Shaukat
(v) Mrs Ahmadisa Ahmad Husain
(vi) Mrs Mahamuba Mukhtar Khan
(vii) Mrs Qamarunnisa Sharif Khan
(viii) Mrs Shirunnisa Mohd Mohsin Khan
(ix) Mrs [illegible] Gulam Mustafa
(x) Mrs [illegible] Shaukat Chaudhary

[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] of late Shaukat H. Chaudhary [illegible]

The above mentioned heirs and legal representatives of late Shaukat H. Chaudhary [illegible] [illegible] in the three suits, viz. H.C. Suit Nos. 1350 of Shaukat H. Chaudhary were brought on record in the three suits, viz. H.C. Suit Nos. 1350 of [illegible], 347 of 88 and 3170 of 88. A compromise was arrived at between all the heirs and legal representatives of late Shaukat Hasmatullah Chaudhary as also the heirs and legal representatives of late Shaukat Hasmatullah Chaudhary and they agreed to sign the compromise of the [illegible] dispute qua the said property. According to the Consent Terms filed in the High Court Suit No.1350 of 88, heirs and legal representatives of late Shaukat Hasmatullah Chaudhary are entitled to 8.50% undivided share in the said plots of land more particularly described in the Schedule hereunder written. [illegible]

Sharifa, the heirs and legal representatives of late Shaukat Hasmatullah Chaudhary and Sharif Hasan Chaudhary have between themselves 41.50% undivided share in the plots of land more particularly described in the Schedule hereunder written.

In view of the statements recorded in the said Consent Terms, the two other Suits, being Suit No.347 of 88 and Suit No. 3170 of 88 were dismissed for want of prosecution.

In the manner as aforesaid, the heirs and legal representatives of late Shaukat Hasmatullah Chaudhary and the heirs and legal representatives of late Shaukat Hasmatullah Chaudhary have jointly acquired undivided one-half (1/2) share in the said property bearing CTS No.454 and more particularly described in the Schedule hereunder written, alongwith Mohammed Jamil Mohammed Ismail Qureshi, Mohammed Aqeel Mohammed Ismail Qureshi and Mohammed K. Ismail Qureshi, who are the partners of M/s Premier Iron & Metal Industries who are owning the other one-half (1/2) undivided share in the said property.

In the aforesaid premises, we hereby certify that the heirs and legal representatives of late Shaukat Hasmatullah Chaudhary, heirs and legal representatives of late [illegible] Chaudhary and the partners of M/s Premier Iron & Metal Industries i.e. Mohammed Jamil Mohammed Ismail Qureshi, Mohammed Aqeel Mohammed Ismail Qureshi and Mohammed K. Ismail Qureshi are the owners of the said property more particularly described in the Schedule hereunder written, and their title to the extent of their respective [illegible] in the said property is clear, marketable, free from all encumbrances and reasonable doubts [illegible] [illegible] held by each of them are as under:-

(i) Mohammed Jamil Mohammed Ismail Qureshi
(ii) Mohammed Aqeel Mohammed Ismail Qureshi
(iii) Mohammed K. Ismail Qureshi, partners of



[illegible] - VI
[illegible] - 13[illegible]
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| | | | |
|---|---|---|---|
| (i) | Mrs [illegible] | ) | |
| (ii) | Abdulla Shahadat | ) | |
| (iii) | Mrs Gulzam Mansoor Khan | ) | |
| (iv) | Mohd. Farooque Shahadat | ) | |
| (v) | Abdul Majeed Shahadat | ) | |
| (vi) | Mrs Saira Afzal Khan | ) | |
| (vii) | Mrs Shaida Saifullah Khan, | ) | |
| (viii) | Mohd. Ilyas Shahadat | ) | |
| (ix) | Mrs Sajida Mohd Ayub Khan, all heirs and legal representatives of late Shahadat Hamidullah Chaudhary | ) | 8.50% undivided |
| | [illegible] | | |
| (i) | Anwarbanu Shaukat | ) | |
| (ii) | Mohd Rafiq Shaukat | ) | |
| (iii) | Mohd Zubair Shaukat | ) | |
| (iv) | Abdul Gani Shaukat | ) | |
| (v) | Mrs Ahmadbi Ahmed Hasan | ) | |
| (vi) | Mrs Mahmooda Murtaza Khan | ) | |
| (vii) | Mrs Qamarunnisa Sharif Hasan | ) | |
| (viii) | Mrs Safarunnisa Mohd Mobin Khan | ) | |
| (ix) | Mrs Kazimunnisa Gulam Mustafa | ) | |
| (x) | Mrs Mehrunnisa Mustafa Basharat Chaudhary | ) | |
| (xi) | Mrs Zaibunnisa Mohd Mateen Khan all heirs and legal representatives of late Shri Shaukat Hamidullah Chaudhary... | ) | 41.50% undivided share |

SCHEDULE OF THE PROPERTY HEREINABOVE REFERRED TO:

FIRSTLY:

All that big piece or parcel of land or ground situate lying and being at Chakala [illegible] South Salsette Bombay suburban district in the registration Sub district of [illegible] admeasuring 3540 square yards equivalent to 2959.70 sq. meters or thereabouts and [illegible] entered in the Collector's Book of Revenue and in the record of Rights [illegible] Village [illegible] as under:-

| Survey No. | Pot No. Fale No. | Fale No. | Area Ac. - Gts. | Assessment Rs. | As. | Ps. |
|---|---|---|---|---|---|---|
| 47 | 2 | 1 | 0 - 1 | 0 | 1 | 0 |
| 81 | 1/2 | 0 | 0 - 4-1/2 | 0 | 13 | 0 |
| 81 | 2/2 | 0 | 0 - 3-1/4 A | 0 | 7 | 0 |
| 81 | 3/2 | 0 | 0 - 1-1/2 | 0 | 4 | 0 |
| 81 | 4 | 0 | 0 - 5 1/4 | 1 | 0 | 0 |
| 81 | 5/7 | 0 | 0 - 1 | 2 | 3 | 0 |
| 82 | 4/2 | 0 | 0 - 1/4 | 0 | 2 | 0 |
| 82 | 7 | 0 | 0 - 2-1/2 | 0 | 8 | 0 |
| 82 | 8/2 | 0 | 0 - 1/4 | 0 | 1 | 0 |
| 82 | 10/3 | 0 | 0 - 6-3/4 | 1 | 2 | 0 |

and all which whole piece of land is bounded as follows: that is to say: On or towards the North by the [illegible] Road, On or towards the East by the property of [illegible], On or towards the West by Property [illegible] of Manuel D'Almeida and On or towards the South partly by the property of Pascole and partly by the property of Manuel D'Almeida

SECONDLY:

All that piece or parcel of land or ground situate lying and being at Chakala in Taluka South Salsette, Bombay Suburban District in registration sub-Division of Bandra and containing [illegible] sq. yards equivalent to [illegible]62.75 sq. metres or thereabouts and entered in the Collector's Books of Revenue under the records of Rights of the village of Chakala as under:

| Survey No | Pot No. Fale No. | | Hissa No. | Area Ac. Gts | Assessment |
|---|---|---|---|---|---|
| 81 | 1(part) | - | 1 | 0 - 6-1/2 | |
| 81 | 2(part) | - | 1 | 0 - 8-1/2 | |
| 81 | 3(part) | - | 1 | 0 - 1-1/4 | |
| 81 | 5(part) | - | 1 | 0 - 1-1/2 | |
| 81 | -- | 3 | 1 | 0 - [illegible] | |
| 82 | 2(part) | - | 1 | 0 7-1/4 | |
| 82 | 4(part) | - | - | 0 - 5-3/4 | |
| 82 | 5(part) | - | 1 | 0 4-3/4 | |
| 82 | 8(part) | - | 1 | 0 - 12-3/4 | |

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|---|---|---|---|---|---|---|
| | | | | 0 | 1 [illegible] | |
| [illegible] | [illegible] | | 1 | 0 - | 11 [illegible] | |
| [illegible] | [illegible] | | 2 | 0 - | [illegible] | |
| [illegible] | [illegible] | - | 2 | 0 - | 1-[illegible] | |
| [illegible] | [illegible] | - | [illegible] | 0 - | 2 | [illegible] |
| [illegible] | -- | - | 1 | 0 - | [illegible] | |
| [illegible] | | | 1 | | | |

and all which piece of land is bounded on or towards the North by Aarey Road, on or towards the East by the property of [illegible] Moos, on or towards the South partly by the property [illegible] partly by the property of [illegible] Pedro Gonsalves, partly by the property of [illegible] [illegible] Francis Pereira, partly by the property of Boeing Pereira, and partly by the property of [illegible] D'Almeida, and on or towards the West by the property of Progressive Land Building [illegible] Company Ltd.

THIRDLY

All that piece or parcel of vacant land or ground situate lying and being in the village of Chincholi, Bombay Suburban District in the District Bombay in registration Sub-District of [illegible] Bombay, containing by admeasurement 1544 square yards equivalent to 1290.93 square meters or thereabouts being a part of a plot of land comprising 3618 square yards and registered in the Books of the Collector of Land Revenue Thane Under New Entry No 78 Old Nos. [illegible] Survey No. 57 Plot Nos. 1 and 2 and bounded as follows, that is to say, on or towards the East formerly by the property of Mahomed Hossein Dadabhai and now by the property of Mahomed Abdul Hossein and Co., on or towards the West partly by the property of Amir Shaikh and partly by the property of Francis Dominic Ghosal on or towards the North [illegible] of the [illegible] on or towards the South partly by the property of [illegible] partly by the property of D.M. Bhoor

FOURTHLY

All that piece or parcel of vacant land situate lying and being at the village [illegible] Pahadi Taluka South Salsette, [illegible] and registration Sub-District [illegible] and Bombay Suburban of which Particulars as follows.

| Survey No. | Pot No. | Hissa No. | A. G. | Assessment Rs. | Assessment As. | Assessment Ps. | Square Yds. | Square Mt. |
|---|---|---|---|---|---|---|---|---|
| [illegible] | 3 | 1 | -4 | 1 - | [illegible] - | | [illegible] 484 | 404 |
| [illegible] | 12 | 5 | [illegible] | 0 - | 1 - | | 3 [illegible] | 77 |

BOUNDARY OF THE SURVEY NO.[illegible]

On or towards the East the land of Mohammedan Abdul Hasan and Co. on or towards the West and [illegible] land of Mohammedan Abdul [illegible] and Co., and on or towards the South by land of [illegible]

BOUNDARY OF THE SURVEY NO. 82 [illegible]

On or towards the North and South the land of [illegible], On or towards the West and [illegible] the land of Bijoy Sahai and on or towards the South and East the land of [illegible]

Note: All the above [illegible] pieces of land totally admeasuring about 1658 sq. yards equivalent to 138[illegible] sq. metres or thereabouts and are sold with the factory shed and [illegible] other [illegible] thereon.

Dated this 12th day of February 1982

[illegible]

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एक्स-81
[illegible]
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मुंबई उपनगर जिल्हा

जिल्हा :- मुंबई उपनगर जिल्हा

[illegible]

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बदर-७/

| २८८८ | ७० |
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मालमत्ता पत्रक

न.भू.अ.विलेपार्ले

मुंबई उपनगर जिल्हा

न.भू.अधिकारी

मुंबई उपनगर जिल्हा

बदर-९

६०८९/१८२

२०१३

# मालमत्ता पत्रक

न.भू.मा.विलेपार्ले

जिल्हा -- मुंबई उपनगर जिल्हा

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# मालमत्ता पत्रक

न.भू.अ.कार्यालय : न.भू.अ.विलेपार्ले

जिल्हा : मुंबई उपनगर जिल्हा

दुय्यम निबंधक बोरीवली-४

६०८९ / ७२५

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| फेरफार | | न.भू.अ.विलेपार्ले | | मुंबई उपनगर जिल्हा |
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मुंबई उपनगर जिल्हा

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# मालमत्ता पत्रक

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| [illegible] | [illegible] | न.भू.अ.विलेपार्ले | मुंबई उपनगर जिल्हा |

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२०१४

मुंबई उपनगर जिल्हा

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# मालमत्ता पत्रक

गाव/पेठ -- [illegible] | न.भू.अ.चे नाव -- न.भू.अ.विलेपार्ले | जिल्हा -- मुंबई उपनगर जिल्हा

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| दिनांक | व्यवहार | खंड क्रमांक | नवीन धारक (धा) पट्टेदार (प) किंवा भार (भा) | साक्षांकन |
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जिल्हा -- मुंबई उपनगर जिल्हा

न.भू.अ. विलेपार्ले

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सत्य-प्रतिलिपि

नगर भूमापन अधिकारी विलेपार्ले

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| [illegible] | [illegible] | न. भू. अ. [illegible] | मुंबई उपनगर जिल्हा |
| [illegible] | [illegible] | [illegible] | [illegible] |
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[illegible] ... नोंद [illegible]

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| [illegible] | घसाला | अनुक्रमे न.भू.मा.क्र. -- न.भू.अ.विलेपार्ले | जिल्हा -- | मुंबई उपनगर जिल्हा |
| [illegible] | [illegible] | [illegible] | शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ | |
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| दिनांक | व्यवहार | खंड क्रमांक | नवीन धारक (धा) पट्टेदार (प) किंवा भार (भा) | साक्षांकन |
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| [illegible] | [illegible] | -- | (धा) 1) श्रीम [illegible] 2) [illegible] 3) श्री.महमद [illegible] 4) श्री अब्दुल [illegible] 5) श्रीम.[illegible] 6) श्रीम.[illegible] 7) श्रीम [illegible] 8) श्रीम [illegible] 9) श्रीम.[illegible] 10) श्रीम.[illegible] 11) श्री.[illegible] | [illegible] |
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सत्य-प्रतिलिपि

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गावाचे नाव -- सातबारा ... न.भू.म.विलेपार्ले ... मुंबई उपनगर जिल्हा

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बदर-९ /
६५८९ / १४३
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[illegible] -- [illegible]    [illegible] -- [illegible]    [illegible] -- मुंबई उपनगर जिल्हा

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लघुपत्र क्र. ८१ / २००७ / २०११

मालमत्ता पत्रक

अकोला

न.भू.क्र. [illegible]

[illegible]

सूची-४१

२००९ [illegible]

गावाचे नाव : [illegible] — दुय्यम निबंधक : ह.दु.नि.विलेपार्ले — जिल्हा : मुंबई उपनगर जिल्हा

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ह.दु.नि.विलेपार्ले
मुंबई उपनगर जिल्हा

अ.क्र.-कमांक — [illegible] नक्कल-मागणी-अर्ज [illegible]
[illegible] तारीख [illegible] नक्कल शुल्क [illegible]
नक्कल तयार तारीख [illegible] [illegible] शुल्क [illegible]
नक्कल दिल्याची तारीख [illegible] [illegible] शुल्क [illegible]
नक्कल तयार करणार [illegible] एकूण शुल्क [illegible]
नक्कल तपासणार [illegible]

सत्य-प्रतिलिपी

सह दुय्यम निबंधक [illegible]

बदर-४/
[illegible] / [illegible]
२०११

**ANNEXURE "C - 1"**

19th July, 2011

**CONSENT LETTER**

From:
**Mr. Mohammed Nadeem Aquil Qureshi**
12, Mariam Manzil,57, Dr. Mrs. Leela Melville Road.
Mumbai - 400008.

To,
**Credence Properties Private Limited**
702, Natraj, M.V. Road Junction,
Western Express Highway, Andheri (E),
Mumbai – 400069.

Dear Sir,

Re: **Flat No. 63 admeasuring 832.34 square feet in Wing H of Rustomjee's Central Park ("the said Flat") situated at Chakala, Andheri – Mumbai ("the said Property")**

---

I, **Mr. Mohammed Nadeem Aquil Qureshi**, adult of Indian Inhabitant residing at 12, Mariam Manzil,57, Dr. Mrs. Leela Melville Road, Mumbai – 400008, do and doth hereby confirm and acknowledge as follows:

i. By and under **MOFA** Agreement dated 19th July, 2011, executed between Credence Properties Private Limited, a company having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (E), Mumbai - 400069 ("Credence") and me, Credence has transferred on ownership basis to me the said Flat.

ii. Simultaneously with the execution of this declaration, Credence has handed over to me and put me in the quiet, vacant and peaceful possession of said Flat.

बदर-9/
६०८५ 196
२०१२

iii. I am aware of the pending litigation in respect of the said Property including Suit No. 4007 of 2002 and Suit No. 1961 of 2003 and all the applications filed therein before the Hon'ble Bombay High Court and the several orders passed therein.

iv. I confirm and acknowledge that you were restrained due to the pending litigation from executing the MOFA Agreement and handing over possession of the said Flat to me. I hereby state that I shall not have any claim against you whatsoever for delay in executing the MOFA Agreement and/or delay in handing over possession of the said Flat to me and shall not hold you responsible in any manner whatsoever.

v. I confirm that I have examined and inspected the aforesaid Building and the said Flat on the said Property, and is satisfied with the area, construction, designs and specifications thereof.

vi. I further confirm and acknowledge that Credence shall further construct two additional buildings i.e. (residential and commercial building) on a portion of the said Property (which portion is delineated with blue coloured boundary line on the Plan annexed as Annexure "G-2" in the MOFA Agreement and the plans of the two buildings are annexed hereto and I have no objection in respect of the same. I acknowledge that as per direction of the Hon'ble Bombay High Court, Credence is to construct the commercial building (out of the two additional buildings) within a period of 3 ½ years. I shall co-operate with Credence in the further construction on the said Property and shall not create any hindrance with respect to the same whatsoever.

vii. I further state that I am aware that due to the construction of the aforesaid two additional buildings, Credence shall provide ingress and egress to the said Flat from the side shown in blue in the plan annexed as Annexure "G-3" hereto for which I give my consent and shall not raise any objections whatsoever.

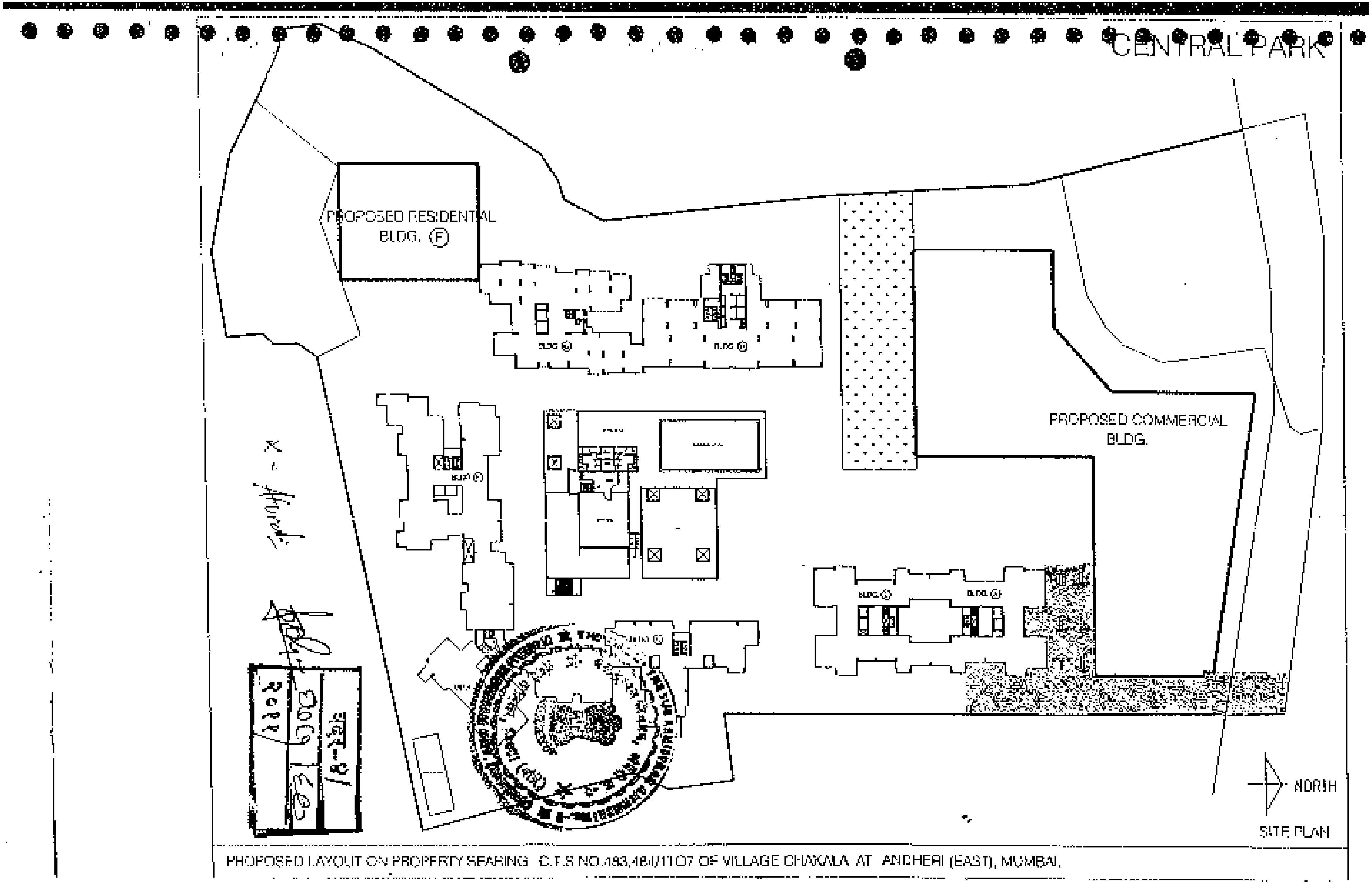
viii. I further acknowledge that Credence has not yet completely finalised the entire scheme of development on the said Property and have reserved to itself the right to amend the layout of the said Property and provide for construction of one or more buildings than those at present envisaged and to amend the building plans and/or construct additional floor and/or structure on the said Property including on the said Building.

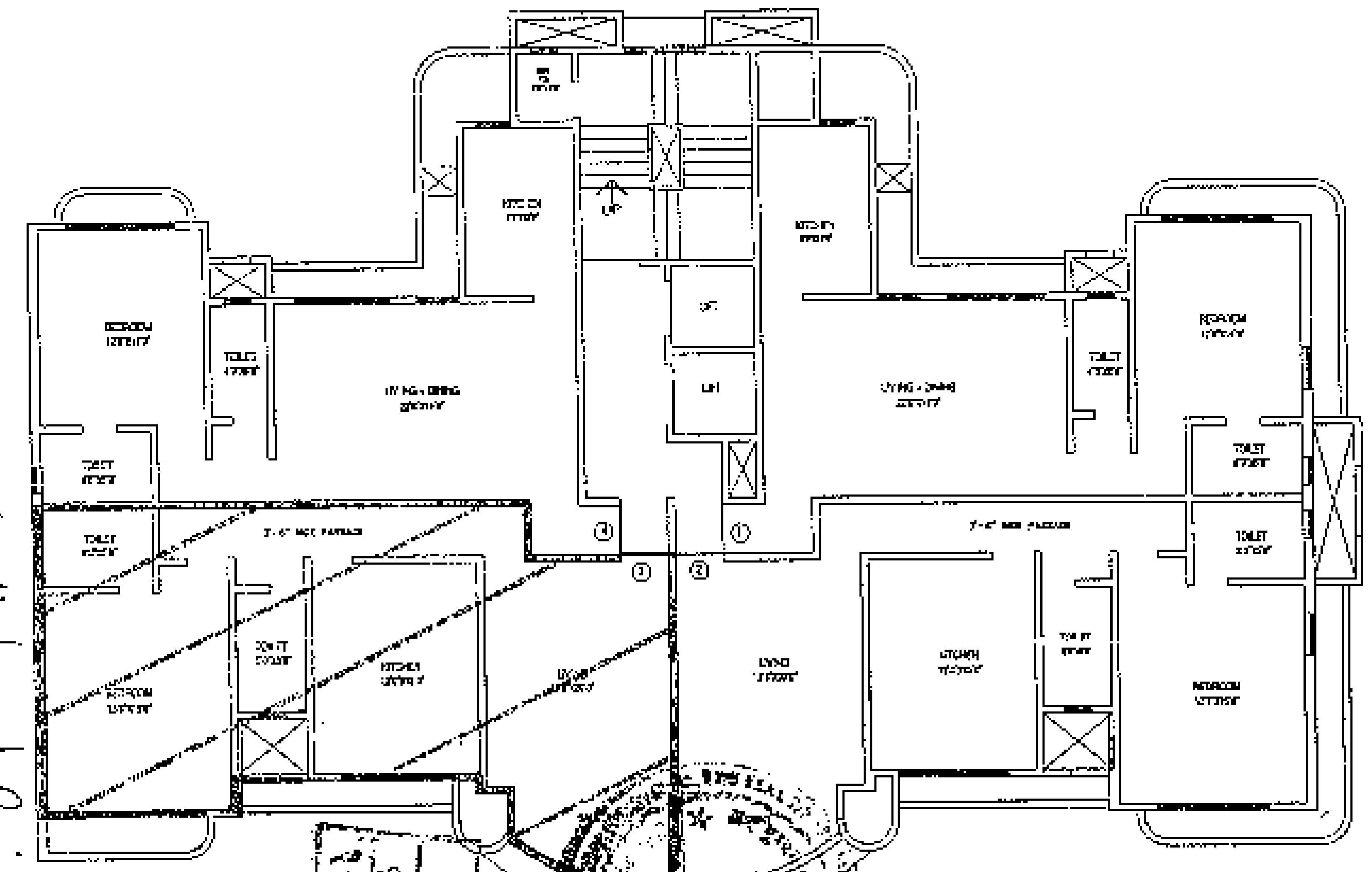
I confirm

Mr. Mohammed Nadeem Aquil Qureshi

Credence Property Developers Pvt. Ltd.

दस्त-४/
१७८९ | ५८
२०२२


CENTRAL PARK
PROPOSED RESIDENTIAL BLDG. (F)
PROPOSED COMMERCIAL BLDG.
NORTH
SITE PLAN
PROPOSED LAYOUT ON PROPERTY BEARING C.T.S NO.493,494/1107 OF VILLAGE CHAKALA AT ANDHERI (EAST), MUMBAI.




TYPICAL FLOOR PLAN
'BUILDING-H'

FLAT NO. 63
FLOOR 6th

Rustomjee's CENTRAL PARK

N.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE / 7673 / WS / AK 30 JUN 2009

## FULL OCCUPATION CERTIFICATE

To:
Boman Irani C.A to
Shri.Aqil Qureshi & Others
3rd Floor, J.M.C. House,
Bialari Compound of W.E.H.,
Andheri [E],Mumbai- 400 099

Sir,

The full development work of residential building comprising of Basement+ stilt+1st to 7 th upper floors of Bldg No.4, on plot bearing C.T.S. No. 483,484,484/1 to 7 of village Chakala, situated at Mathuradas Vasanji Road, Andheri [East], is completed under the supervision of Mr. Ashvin H. Jhaveri, Licensed Surveyor, Licence No.J-24, may be occupied on the following condition :-

1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified completion plan is attached herewith.

Yours faithfully,

30/6/09

Executive Engineer (Bldg.Proposals)
Western Subs. [K]

बदर-२/
६७८९/१२
२०११

# P.S.KARWE

## ARCHITECT

B-102 Jupiter, Vasant Galaxy, Link Road, Goregaon (West). Mumbai 400 104.
Phone No. 2878 7156.


*Certificate*

Date:

### TO WHOMSOEVER IT MAY CONCERN

This is to certify that the co-relationship between the nomenclature of Wings as shown on the Approved Plans/Occupation Certificate & sale plans of Survey Nos. 49 & 82 and Correspoding CTS Nos. 483 & 484, 484-1 to 7 situated, lying and being at Revenue Village Chakala, South Salsette, Andheri- East is as below.

| Approved Plans/Occupation Certificate | Name in Sale Plan |
|---|---|
| Building No. 1 | Commercial |
| Building No. 2 | A & B Wing |
| Building No. 3 | C, D & E Wing |
| Building No. 4 | G & H Wing |

Yours sincerely,

(P.S. Karwe)
( Regn No. CA/93/16026)

बदर-४/
६७०९ / ४८
२०२२

KIND ATTN : MR SANDEEP (5) GAWDE

[illegible]

भारतीय गैर न्यायिक

पचास रुपये रु. 50

FIFTY RUPEES Rs. 50

INDIA NON JUDICIAL

15 OCT 2007

MAHARASHTRA

AB 065964

15 OCT 2007

15 OCT 2007

# GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT I, PERCY ... CHOWDHRY aged about 34 years, adult, Indian Inhabitant, having my address for the present of these purposes at ... Bunglow, ... Compound, W. E. Highway, Andheri (East), Mumbai 400 069 hereby SEND GREETINGS:-

बदर-४/ ९०८९ / ४९ / २०११

भारतीय गैर न्यायिक

पचास रुपये रु. 50

FIFTY RUPEES Rs.50

INDIA NON JUDICIAL 15 OCT 2007

MAHARASHTRA

- 5 OCT 2007

AB 065963

15 OCT 2007

15 OCT 2007

WHEREAS I am the Director in various companies namely:

(1) M/s. Keystone Realtors Pvt. Ltd., (Registration No.11-94208)

(2) M/s. Brickswork Trading Pvt. Ltd., (Registration No.11-135408)

(3) M/s. Credence Property Developers Pvt. Ltd. (Registration No.11-96712)

(4) M/s. Ashray Dwellers Pvt. Ltd., (Registration No.11-0808819)

(5) M/s. Rustomjee Developments Pvt. Ltd., (Registration No V45201-MH 2001 PTC-132977)

(6) M/s. Rustomjee Landmark Construction Pvt. Ltd., (Registration No.11-108008)

बदर-१/ 5067/66 २०११/

(7) M/s. Prism Realty Pvt. Ltd., (Registration No.V70100 MH 2003 PTC-141380)

(8) M/s. Ircon Engineering Pvt. Ltd., (Registration No.11-127835)

(9) M/s. West Wood Realtors Pvt. Ltd.,

WHEREAS I am likely to be Director in many more companies to be formed and registered either in the State of Maharashtra and elsewhere in India.

WHEREAS due to exigencies of meeting the schedules I am not in a position to attend personally to various assignments including the lodging, admission, registration and collecting Original Agreement for Sale duly registered at the office of the Sub – Registrar, Bandra, Fort Mumbai, Borivali, Goregaon, Kurla, chembur and any other Sub – Registrar of Assurances in India as the case may be in respect of the various and singular Agreement for Sales, Deed of Confirmation, Affidavits and undertaking as may be required wherein I have signed, execute and admit the execution of the Documents as Director of the companies wherein I am presents as the Director or I may be the Director in any of the companies to be formed, incorporated and registered in the State of Maharashtra and in any other State in India.

WHEREAS I am desirous of appointing a fit and proper person as my true and lawful attorney to act and do all or any other following things, matters, deeds and acts and as more fully and particularly setout herein below and I hereby appoint, nominated, constitute authorized MRS. GEETA MANOHAR MONDKAR, aged about 52 years, daughter of Shri Bhagwan Damodar Mestry and wife of Dr. Manohar G. Mondkar, having her permanent residence and address for correspondence at Flat No. 1504

बदर-१२ ६०६९ / २०१० २०/२२

Building No.2, Rustomjee Regency, Ideal Farm, Rustomjee Acers, R. I. Marg, Dahisar (W), Mumbai – 400 068, whose signatures I have attested hereunder for proper any easy identification and whose photographs is also affixed hereto as a mark of identification as my true and lawful attorney to do all or any things, matters, deeds and acts, in my name and on my behalf, as hereinafter appearing.

1. To execute and admit execution before the Sub-Registrar, the Agreement to be executed by me as the Director of any one of the company specify above and or as director of any one of the companies to be formed and incorporated and registered in India.

2. To appear before the Sub-Registrar of Assurances, Bandra, Fort Mumbai, Borivali, Goregaon, Kurla, chembur and or any other Sub- Registrar concerned and to admit execution of the Agreement for Sale for and on my behalf as the Director of the Companies specified above and or as the Director of the Companies to be formed and registered in the State of Maharashtra or elsewhere in India.

3. To apply for and receive certified copies of the documents, Index II certificate and receive back the duly registered Original Documents for and on my behalf and to give effectual discharge or acknowledgement to receipt of such documents and or copies.

4. To apply for and to receive refund of Stamp Duty and or any other charges due and payable on account of Refund of Stamp Duty and Charges in respect of the Agreement/s submitted for cancellation and refund of Stamp Duty thereof.

बदर-९
१५०९ | २८

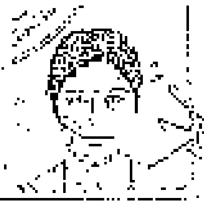
5. To apply for and get the documents duly adjudicated by the Superintendent of Stamps, Mumbai and Collector of Stamps, and to receive back the Originals of adjudicated documents and give effective receipt/acknowledgement thereof.

6. To complete every formality for registration of any document or agreement or indenture wherein I sign as the Director of the Company.

7. I hereby undertake to ratify each and every one of the acts, deeds or things which the Attorney may do or cause to be done under this powers herein granted.

8. I have lodged this General Power of Attorney for due registration at the office of the Sub – Registrar Bandra, Mumbai, Borivali, Goregaon, Kurla, chembur.

MR.PERCY SOLI CHOWDHRY



MRS. GEETA MANOHAR MONDKAR
(Specimen Signature of Attorney attested by me)

BEFORE ME

करार नं. [illegible] [illegible] /०८

दु.नि. [illegible] १००
१५/१०/०८

सदर कुलमुखत्यारनामा आज तारीख [illegible]
श्री [illegible]
[illegible]
[illegible]

यांनी [illegible] [illegible] दिले व
त्यांना ओळखले [illegible] १) [illegible]
२) [illegible]
३) [illegible]
४) [illegible]

यांनी आमचे [illegible] [illegible]
[illegible] निवासी.

तारीख [illegible]

कुलमुखत्यार [illegible] सही
व [illegible]

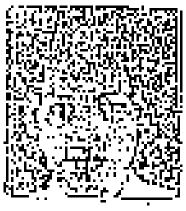
[illegible] सही व
[illegible]

Balliwalla

सह. दुय्यम निबंधक श्रेणी-२,
मुंबई उपनगर जिल्हा.

| |
|---|
| [illegible] |
| ५५५ / १०० |
| २०११ |

Kustomjee
Cinnd Finnis



Employee Code : 110065

Name : Sandeep Gawde

Designation : Executive Customer Support

Blood Group : B +ve

Authorized Signatory

Instructions

1. Employees are expected to carry these cards with them while on duty & produce the same on demand.
2. This card is non-transferable and is meant for ... the company's services or on ... of the authority.
3. Loss of the card must be reported in writing to the Issuing Authority immediately.
4. In case of loss, a new card will be issued against the payment of Rs. 150/-

If found, please return to: 66766887
Keystone Group
... Bhavan, Solus Corporate, Western Express Highway, ... (East), Mumbai 400 0..
Tel: +91-22-667 66 766 Fax: +91-22 667 66 777

9081
2009
2014

# घोषणापत्र

मी श्रीमती शीला मोडकर ------ याद्वारे घोषित करतो की, दुय्यम निबंधक --अंधेरी----- यांचे कार्यालयात --------- या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. ------------------- व इतर यांनी दि. ------ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे /निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

| |
|---|
| बदर-७/ |
| २०८९ / ०२ |
| २०११ |

दिनांक :

कुलमुखत्यारपत्रधारकाची सही

**Rustomjee**

Name: Sandeep Gavade
Employee Code: R0065
Designation: Senior Executive
Department: Customer Support
Blood Group: B+ve
Emergency No. 0172433894

Authorised Signature

**Rustomjee**

Name: Vishal [illegible] Band
Employee Code: R[illegible]
Designation: Officer
Department: Customer Support
Blood Group: [illegible]
Emergency No. [illegible]

Authorised Signature

बदर-8/
2009 / 62
२०११

22/07/2011 दुय्यम निबंधक
12:51:51 pm अंधेरी 2 (अंधेरी)

# दस्त गोषवारा भाग-1

वदर4
दस्त क्र 6781/2011
८७/७०

दस्त क्रमांक : 6781/2011
दस्ताचा प्रकार : करारनामा

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|---|
| 1 | नाव: मोहम्मद नदीम अकील कुरेशी - - <br> पत्ता: घर/फ्लॅट नं: 12 मरिन मॅन्शन 67 वी लिंक <br> मंगेत रोड , मु 08 <br> गल्ली/रस्ता: - <br> ईमारतीचे नाव: AAAPQ 0424C <br> ईमारत नं: <br> पेठ/वसाहत: <br> शहर/गाव:- <br> तालुका: | लिहून घेणार <br> वय 42 <br> सही | | |

वरील 1 पक्षकारांची कबुली उपलब्ध नाही.

| अनु क्र. | पक्षकाराचे नाव |
|---|---|
| 2 | निवास प्रॉपर्टी डेव्हलपर्स प्रा लि चे संचालक मती चौधरी तर्फे मुखत्यार गीता भाकार AABCC9182Q |

दस्तऐवज करुन देणार तथाकथित (करारनामा) दस्तऐवज करुन दिल्याचे कबूल करतात.

दस्त गोषवारा भाग - 2

सदर4

दस्त क्रमांक (6781/2011)

04/04

पावती क्र.:5805 दिनांक:22/07/2011

पावतीचे वर्णन

नांव: मोहम्मद ज्मीन अकील कुरेशी +- -

30000 :नोंदणी फी

1480 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

31480: एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

दस्त क्र. [सदर4-6781-2011] चा गोषवारा

बाजार मुल्य :9524035 मोबदला 4048000 भरलेले मुद्रांक शुल्क : 406800

दस्त हजर केल्याचा दिनांक :22/07/2011 12:45 PM

निष्पादनाचा दिनांक : 19/07/2011

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 22/07/2011 12:45 PM

शिक्का क्र. 2 ची वेळ : (फी) 22/07/2011 12:51 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) गायकवाड संदिप - - ,घर/फ्लॅट नं: आयडीएज मार्ग मदिरवा मु -

गल्ली/रस्ता: -

ईमारतीचे नाव:

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) विश्वनाथ शह - - ,घर/फ्लॅट नं: शोवर -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

दु. निबंधकाची सही

अंधेरी 2 (अंधेरी)

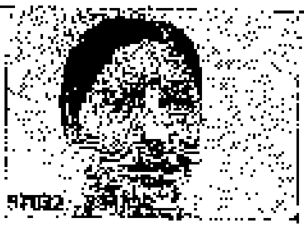
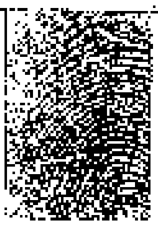
28/07/2011 दुय्यम निबंधक:
12:12:09 pm अंधेरी 2 (अंधेरी)

**दस्त गोषवारा भाग-1**

| |
|---|
| बदर4 |
| दस्त क्र 6781/2011 |
| ५६/७४ |

दस्त क्रमांक : 6781/2011

दस्ताचा प्रकार : करारनामा

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|---|
| 2 | नाव: ... प्रायव्हेट लिमिटेड ... पॅन नंबर AABCC3397() - पत्ता: घर/फ्लॅट नं. 702, ... अंधेरी मु.प्र. - पिनकोड: - | लिहून देणार वय 52 सही |  |  |

सहीशिक्का करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबुल करतात.

दस्त गोषवारा भाग - 2

सदर4

दस्त क्रमांक (6781/2011)

६७/७७

दस्त क्र. [बदर4-6781-2011] चा गोषवारा
बाजार मुल्य :8624000 मोबदला 4049000 भरलेले मुद्रांक शुल्क : 408000

दस्त हजर केल्याचा दिनांक :22/07/2011 12:45 PM
निष्पादनाचा दिनांक : 19/07/2011
दस्त हजर करणाऱ्याची सही :

दस्तांचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 22/07/2011 12:45 PM
शिक्का क्र. 2 ची वेळ : (फी) 22/07/2011 12:51 PM(कार्यवाही पूर्ण)
शिक्का क्र. 3 ची वेळ : (कबुली) 28/07/2011 12:12 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 28/07/2011 12:12 PM

पावती क्र.:6605 दिनांक:22/07/2011
पावतीचे वर्णन
नांव: मोहम्मद नदीम अकील कुरेशी

30000 :नोंदणी फी
1460 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

31460: एकूण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

दस्त नोंद केल्याचा दिनांक : 28/07/2011 12:12 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) मायकल रॉबिन - - ,घर/फ्लॅट नं: [illegible] पत्ता - [illegible]
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका:
पिन:

दु. दुय्यम निबंधक अंधेरी-[illegible]
मुंबई उपनगर जिल्हा.

2) विश्वनाथ पंत - - ,घर/फ्लॅट नं: [illegible]
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:-
तालुका:
पिन:

दु. दुय्यम निबंधक अंधेरी-[illegible]
मुंबई उपनगर जिल्हा.

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण ६७ पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी क्र. [illegible]
मुंबई उपनगर जिल्हा.

बदर-४/ ६७८१ /२०११
पुस्तक - क्रं. 1 नोंद [illegible] वर
नोंदला
दिनांक २८/७/२०११

सह. [illegible]
मुंबई उपनगर जिल्हा.

दुय्यम निबंधक: अंधेरी 2 (अंधेरी)

दस्तक्रमांक व वर्ष: 6781/2011

Thursday, July 28 2011

सूची क्र. दोन INDEX NO. II

गावाचे नाव : चकाला

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरुप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा
मोबदला रु. 4,048,000.00
बा.भा. रु. [illegible]

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
(1) सिटीएस क्र.: 480/481/484/ 1 ते 7 वर्णन: सदनिका क्र. 60, 6 वा मजला, एच विंग, [illegible] चकाला अंधेरी पू मु

(3) क्षेत्रफळ
(1) 25.48 चौ मी कार्पेट

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
(1)

(5) दस्तऐवज करुन देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
(1) [illegible] प्रा लि चे संचालक [illegible] तर्फे कुलमुखत्यार [illegible] AAF[illegible] - -; घर/फ्लॅट नं: 702, [illegible], [illegible] अंधेरी [illegible]; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

(6) दस्तऐवज करुन घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
(1) मोहम्मद नदीम अकिल कुरेशी - -; घर/फ्लॅट नं: 12 [illegible] 5/ वा [illegible]; गल्ली/रस्ता: -; ईमारतीचे नाव: AAAPQ [illegible]; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

(7) दिनांक करुन दिल्याचा [illegible]

(8) नोंदणीचा 28/07/2011

(9) अनुक्रमांक, खंड व पृष्ठ 6781 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 405000.00

(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00

(12) शेरा



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