AGREEMENT FOR SALE

IN RESPECT OF

FLAT NO. 402 ON 4th FLOOR

REDSTONE GROUP

SAIFEE PARK

MAZGAON

Raising premium living to its heights

PURCHASER/ S _____

_____

319/3251 पावती Original/Duplicate

Tuesday,June 30 ,2020 नोंदणी क्र. :39म

10:56 AM Regn.:39M

पावती क्र.: 3646 दिनांक: 30/06/2020

गावाचे नाव: माझगाव

दस्तऐवजाचा अनुक्रमांक: बबइ2-3251-2020

दस्तऐवजाचा प्रकार : ॲडीमेंट टू सेल

सादर करणाऱ्याचे नाव: मेसर्स एसीया कमोडिटीस प्रा ली तर्फे संचालक अशोक पटेल . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1340.00
पृष्ठांची संख्या: 67	
एकूण:	रु. 31340.00

DELIVERED

आपणास मूळ दस्त ,ऑनलाईन प्रिंट,सूची-२ अदाने

11:16 AM ला वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-2

सह दुय्यम निबंधक
मुंबई शहर क्र. २

बाजार मूल्य: रु.27710054.4 /-

मोबदला रु.27700000/-

भरलेले मुद्रांक शुल्क : रु. 1386000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001721499202021M दिनांक: 30/06/2020
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.1340/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2906202012584 दिनांक: 30/06/2020
बँकेचे नाव व पत्ता:

DELIVERED

Index-2(सूची - २)

30/06/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 2
दस्त क्रमांक : 3251/2020
नोंदणी :
Regn:63m

गावाचे नाव : माहुलगाव

(1)विलेखाचा प्रकार	ॲग्रीमेंट टू सेल
(2)मोबदला	27700000
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	27710054.4
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 402, माळा नं: 4 था मजला, इमारतीचे नाव: बीलडींग नं 2,सीप्ती पार्क, ब्लॉक नं: माहुलगाव मुंबई 400010, रोड नं: डॉ मास्करेन्हास रोड, इतर माहिती: सोबत 2 कार पार्किंग स्पेस((C.T.S. Number : 412,1/412 to 4/412,4A/412 ;))
(5) क्षेत्रफळ	1) 1025 चौ.फुट
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स रेडस्टोन रिअलटर्स तर्फे भागीदार शकील अफझल खडाक तर्फे मुखत्यार राकेश रंगराम काथिरी , , वय:-30; पत्ता:-प्लॉट नं: 501, माळा नं: , इमारतीचे नाव: एवरेस्ट वर्ल्ड ऑफ ही सी सि , ब्लॉक नं: वांद्रा पश्चिम मुंबई, रोड नं: हील रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400050 पॅन नं:-AAIFR9822K
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मेसर्स एनीया कमोडिटीज या ली तर्फे संचालक अशोक पटेल , , वय:-45; पत्ता:-18, , किशोर कुंज वर्ल्ड ऑफ ही सी , मुंबई , 14/100 विठ्ठल वाघमी मार्ग, बोरीवली रोड, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400010 पॅन नं:-AARCA5462E
(9) दस्तऐवज करून दिल्याचा दिनांक	30/06/2020
(10)दस्त नोंदणी केल्याचा दिनांक	30/06/2020
(11)अनुक्रमांक,खंड व पृष्ठ	3251/2020
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1386000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दुय्यम निबंधक
मुंबई शहर क्र. २

VALUATION AS PER READY RECKONER & THE MAHARASHTRA STAMP (Determination of True Market Value of Property) Rules, 1995 for the Year 2020-2021

1)	Type of Document	AGREEMENT FOR SALE				
2)	the Owner	MS REDSTONE REALTORS				
	the Purchasers	M/S. AELEA COMMODITIES PVT. LTD.				
3)	Property Description	Flat No.402 on the 4th floor in Bldg. No-2 known as "SAIFEE PARK" along with 2 car parking space, situate at Dr. Mascrenhas Road, Mount road, Mazgaon, Mumbai – 400010				
4)	Floor No.	No of Podium		Habitable Floor		Level No.
		5+ 6 Podium for Parking & Garden		4th		10th
	CS No. & Division	412, 1/412 to 4/412 4A/412 of Mazgaon				
5)	Rate : Zone 10/78D	Land	Flat			
		97,400	217,600			
6)	Flat Area	RERA	As per Plan	Car Parking		
	Carpet Area Sq. Feet	963.80	1,025.00	Nos.	2	
	As per Ready Reckoner Guidelines Built up Sq. Ft.	1,060.18	1,230.00	Area Per Car P	13.94	
	Built up Sq. Meters	98.53	114.31	Total Car Park Area	27.88	
	Area Consider for Valuation		114.31			
7)	Consideration	₹				27,700,000.00
8)	MARKET VALUE OF THE SUBJECT PROPERTY					
	Particulars	Area	X Rate	X Lift	X Multip.	M.V.
	Flat	114.31	217,600	1.05	1.00	26,118,067
	Car Parking	27.88	217,600	1.05	0.25	1,592,506
						27,710,573
					Rounded up	₹ 27,711,000
9)	Stamp Duty and Sur Charge on Agreement Value or Market Value whichever is Higher					
	Market Value		Article of Schedule -I of M. S. ACT	Stamp Duty Rate		Amount (₹)
	27,711,000		25(b)	5%		1,386,000
					Registration Fees	30,000
				Total Stamp Duty and Registration Fee.....		1,416,000

बांद्रा - २
3249 / 2020

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II MUMBAI

CHALLAN
MTR Form Number-6

GRN MH001721499202021M	BARCODE	Date 29/06/2020-11:21:20	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2	Full Name	MS AELEA COMMODITIES PVT LTD
Location	MUMBAI		
Year	2020-2021 One Time	Flat/Block No.	Flat No.402, 4th floor with 2 car parking in Bldg.
Account Head Details	Amount In Rs.	Premises/Building	No-2 known as SAIFEE PARK
0030045501 Stamp Duty	1386000.00	Road/Street	Dr. Mascrenhas Road, Mount road, Mazgaon
0030063301 Registration Fee	30000.00	Area/Locality	Mumbai
		Town/City/District	
		PIN	4 0 0 0 1 0
		Remarks (If Any)	SecondPartyName=MS REDSTONE REALTORS~
		Amount In Words	Fourteen Lakh Sixteen Thousand Rupees Only
Total	14,16,000.00		

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332020062911657	684900187
Cheque/DD No.		Bank Date	RBI Date	29/06/2020-15:04:13	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9819237001

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन फक्त दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

THE SUB-REGISTRAR MUMBAI CITY-II MUMBAI

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Print Date 9:35

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II * MUMBAI *

AGREEMENT FOR SALE

AGREEMENT (**"this Agreement"**) made at Mumbai this 30th day of June in the Christian Year Two Thousand and **Twenty** Between **M/s. REDSTONE REALTORS, (PAN No. AAIFR9822K)** a partnership firm having its address at 501, Everest C.H.S. Ltd., Hill Road, Bandra (West), Mumbai 400 050, represented by its authorized signatory **Shakeel Afzal Ladak** (Aadhar Card no. 551161127384) hereinafter called **"The Promoters"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being and from time to time constituting the said firm, the survivors or survivor of them and the heirs, executors, administrators of such survivor of them and assigns) of **the One Part**

A N D

M/S. AELEA COMMODITIES PVT. LTD., a company incorporated and registered under the provisions of Indian Companies Act, 1956 having it's address at **Flat No. 18, Kishor Kunj Co-op Hsg Soc, 14/100 Shivdas Chapsi Marg, Mumbai – 400 010.**, hereinafter called **"The Purchaser/s"** or **"Flat Purchaser/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include Directors, Executors, Nominees and Assigns and all persons deriving title under or through the Purchaser and permitted assigns) of the **Other Part**:

W H E R E A S :

A. By and under a Deed of Assignment dated 13th September, 2006, registered with the sub-registrar bearing registration no. 9202 of 2006, (**"the Lease"**) by and between Gunnebo India Limited, a company incorporated under the Companies Act, 1956, (therein referred to as the Assignor) of the One Part and the Promoters (therein referred to as the Assignee) of

	For AELEA Commodities Private Limited Director
"The Promoters"	"The Purchaser/s" or "Flat Purchaser/s"

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the Other Part, the Assignor therein assigned all his right, title, interest and claim in the property bearing Cadastral Survey Nos. 412, 1/412, 2/412, 3/142, 4/412 and 4A/412 of Mazgaon Division admeasuring 13,058.25 square yards or thereabouts and more particularly described in the First Schedule herein (hereinafter referred to as **"the said Property"**), for the considerations and on the terms and conditions more particularly mentioned therein.

B. By and under a Letter, dated 20th December, 2007, the Collector, Mumbai, inter alia granted the Promoters redevelopment rights over on part of the said Property admeasuring 10,918.41 square meters for the considerations and on the terms and conditions more particularly stated therein.

C. By and under a Letter, dated 15th March, 2011, the Collector, Mumbai inter alia granted the Promoters an extension of the lease with respect to the said Property on the terms and conditions more particularly stated therein. The Promoters are absolutely entitled to the leasehold rights in respect of the said Property is shown bounded in red colour lines on the plan thereof hereto annexed as **Annexure "A";**

D. The said Property is occupied by tenants/occupants;

E. The Promoters being desirous of developing the said Property have got approved the layout of the said Property and had proposed to construct 2 buildings namely Saifee Park Building No. 1 & 2 which consist of-

a. Building No.1 comprising of Wings 'A', 'B', 'C' and 'D' for the purpose of re-housing the existing tenants/occupants of the said Property;

b. Building No. 1 comprising of Wing "E" for re-housing of the existing Municipal School Building;

c. Building No. 2 comprising of Gr. floor + 5 podium + stilts and 26 upper stories;

F. The Promoters have also obtained permission for re-development of the said Property by demolishing the existing structures from the Additional Collector and Competent Authority, ULC, Greater Bombay under Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 as per Order No. C/ULC/D.III/22/8520 dated 5/2/2007;

G. The Promoters shall provide parking for building no. 1, shops & school in the said Property and the Purchaser shall have no objection to such allotments by the Promoters & gives his/her/their consent to the same. The Promoters have also obtained the permission from MHADA vide Order bearing No. R/NOC/F-1603/2639 dated 23rd June, 2010 for the re-development of the said Property;

H. After obtaining the said permission and vacant possession of the structures from the tenants the Promoters demolished the same and have completed the construction of the said building No.1 comprising of Wings 'A', 'B', 'C' and 'D' and have handed over possession of the same to the tenants and occupants in terms of the plans duly sanctioned by the Municipal

	For AELEA Commodities Private Limited Director
"The Promoters"	"The Purchaser/s" or "Flat Purchaser/s"

THE JOINT SUB-REGISTRAR, MUMBAI CITY-II ★ MUMBAI ★

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Corporation of Greater Mumbai ("**MCGM**") under the Intimation of Disapproval ("**I.O.D.**") bearing No. EEBPC/2476/E/A dated 8th May 2009 and have obtained the Commencement Certificate ("**CC**") bearing No. EEBPC/2476/E/A dated 28th March, 2007;

I. The Promoters shall commence the construction of Wing "E" of building No. 1, for the Municipal School on the said Property;

J. The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

K. The Building No. 2 has been constructed under the professional supervision of an Architect registered with the Council of Architects and a Structural Engineer;

L. The Promoter has obtained the Occupation Certificate ("**O.C**") with respect to Building No. 2 on 20th July, 2017.

M. The Flat Purchaser/s demanded from the Promoters and the Promoters have given the inspection to the Flat Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as " **MOFA**"), Real Estate (Regulation and Development) Act, 2016, ("**RERA**") (hereinafter collectively referred to as the "**said Acts**") and the Rules and Regulations made there under and shall be provide the Flat Purchasers with any other document if and when necessary under any other law as may be applicable from time to time.

N. A copy each of the Certificate of Title issued by Mr. Shabbir S. Kapadia, the Advocate & Solicitor of the Promoters, the property card or extract of Village Forms VI or VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said Property and the copies of the plans and specifications of the Premises (herein after defined) agreed to be purchased by/ allotted to the Purchaser and all other documents relating to the said Property and/or the said Premises(herein after defined) as are specified under the said Acts, the rules and regulations made there under have all been herewith furnished by the Promoters to the Purchaser and which is hereby acknowledged. Copies of some of the aforesaid documents are hereto annexed and marked Annexure **"B" to "C" respectively.**

O. The Promoters are desirous of selling/allotting the flats in the said Building No. 2 on the said Property on what is popularly known as "**Ownership Basis**" and are entering into separate agreements for sale/ allotment of such premises with various purchasers/holders on similar terms and conditions as herein contained (save and except and/or subject to such modifications as may be necessary or considered desirable by the Promoters) with a view ultimately that the purchasers/holders of all the various premises comprised in the buildings

	For AELEA Commodities Private Limited Director
"The Promoters"	"The Purchaser/s" or "Flat Purchaser/s"

THE JOINT SUB-REGISTRAR, MUMBAI CITY-II * MUMBAI *

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to be constructed on the said Property shall form themselves into an Association of Premises Holders or a Co-operative Society or a Limited Company as the case may be. (**The Organisation** ");

P. After satisfying themselves with regard to the title of the said Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Purchaser has applied to the Promoters for purchase from the Promoters a Flat bearing No. **402** on the **4th** floor admeasuring, **963.80** square feet carpet area as per RERA and **1025** square feet carpet area as per the plans sanctioned in Building No. 2 to be named as **"SAIFEE PARK"** details of which are more particularly described in **Annexure "D"** hereto and shown by red colour outline on the plan annexed hereto as **Annexure "D"** of the Building No. 2 along with exclusive rights to use 2 Covered Car Parking Space (hereinafter referred to as **"the Premises"**)with full knowledge and notice of the terms and conditions contained in the said documents recited hereinabove and in the recitals hereof at or for the consideration and on the terms and conditions hereinafter appearing;

Q. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Further, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser.

R. Relying upon the application, declaration and agreement, the Promoters have agreed to sell to the Purchasers the Premises at the price and on the terms and conditions hereinafter appearing.

S. Under the provisions of the said Acts the Promoters are required to execute a written Agreement for Sale of the Premises to the Purchaser/s being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

T. The parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to sell the said Premises to the Purchaser in the manner hereinafter appearing;

NOW IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

	For AELEA Commodities Private Limited Director
"The Promoters"	"The Purchaser/s" or "Flat Purchaser/s"

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1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for sale shall be read, understood and construed accordingly.

2. The Purchaser agree/s to acquire from the Promoters Flat No. **402** on **4th** floor, admeasuring **963.80** square feet carpet area as per the RERA and **1025** square feet as per the sanctioned plans in the Building No. 2 to be named **"SAIFEE PARK"** together with **2** Car Parking Spaces (**"the Premises"**) situated on the said Property in accordance with the plans and specifications sanctioned by the MCGM and other authorities concerned at or for the lumpsum consideration of **Rs**2,77,00,000 (Rupees Two Crores Seventy Seven Lakhs Only)** (**"Sale consideration"**), which shall be payable by the Flat Purchaser to the Promoters in the manner stated herein below subject to the deduction of Tax at source (TDS) as per provisions of Section 194-IA of the Income Tax Act, 1961 @ 1 % on the total consideration or such rate as may be prescribed by the Income Tax Authority from time to time, and which is exclusive of payment of Service Tax , VAT/GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority.

3. The aforesaid price of the said Premises is inclusive of the proportionate price of the common areas and facilities and limited common area and facilities to be provided by the Promoters, the intention of the parties being that the said Premises are sold to and purchased by the Purchaser with all the appurtenant rights for the lumpsum consideration as mentioned above.

4. The dimensions of the said Premises and the nature, extent and description of the common/ limited/ restricted areas and facilities appurtenant to the said premises are also more particularly shown on the plans and Schedule **Annexure "D"** hereto annexed. The amenities and specifications pertaining to the said premises are shown in the list **Annexure "E"** hereto annexed.

5. It is clarified that the Sale Consideration shall be payable by the Purchaser in the following manner:-

   a) **Rs**1,00,00,000/- (Rupees One Crore Only)** being a part of the total consideration has been already paid by the Purchaser prior to the execution of this agreement, the payment or receipt whereof the Promoter hereby admits and acknowledges vide Receipt No. 1316 dated 4th March, 2020 wherein the Purchaser has made payment towards the aforesaid amount through RTGS mode of payment from ICICI Bank, vide UTR No. ICICI-20200302400074975 2 on 2nd March, 2020, a copy of the Receipt No. 1316 is annexed herewith ; and

   b) **Rs**1,77,00,000/- (Rupees One Crore Seventy Seven Lakhs Only)** being the balance consideration payable within 10 (ten) days from the registration of this agreement.

	For AELEA Commodities Private Limited Director
"The Promoters"	"The Purchaser/s" or "Flat Purchaser/s"

THE JOINT SUB-REGISTRAR, MUMBAI CITY-II * MUMBAI *

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6. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to purchase of the Premises, the Purchaser undertakes to direct such financial institution to the Promoters, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoters through an account payee cheque/demand draft drawn in favour of **Redstone Realtors**.

7. The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement and more particularly listed out in this Agreement as and when it becomes due and payable, time for the payment of the Sale Consideration being the essence of this Agreement. Further, the Promoters are not bound to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. The Parties hereto further mutually agree and consent that nothing shall become due and payable by the Purchaser, save and except the sums specifically mentioned in this Agreement.

8. The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of the Sale Consideration or any other amount under this agreement or otherwise, the Promoters shall be entitled to raise, recover and receive the amount of interest at any point of time.

9. Time shall be the essence of contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. Without prejudice to the above, If the Purchaser/s fails to make the payment of **Rs 1,77,00,000/- (Rupees One Crore Seventy Seven Lakhs Only)** within a period of 10 days from the registration of this agreement, then and in such an event, the Purchaser/s agrees to pay to the Promoters, interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, on all the amounts outstanding under the terms of this Agreement. Provided that, payment of interest shall not save the termination of this Agreement by the Promoters on account of any default/ breach committed by the Purchaser/s in payment of any outstanding amount and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoters will be first appropriated towards interest receivable by the Promoters.

10. Save and except what is stated herein, the Sale Consideration is escalation-free, save and except the escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time and/or increase in the area beyond the agreed variation herein.

11. Agreed and recorded by and between the parties hereto that Flat Purchaser/s herein on demand will bear and pay the membership fees/charges for using recreational facilities and

For AELEA Commodities Private Limited

Director

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amenities which will constructed on the said Property as per the approval of the statutory authorities.

12. If the Purchaser commits default in payment of the balance Sale Consideration as aforesaid on its due date (time being the essence of the contract) and/or in observing and performing any of the other terms and conditions of this Agreement and if the default continues in spite of 10 days' notice to be sent by the Promoters to the Purchaser in the event of non-performance of such other terms and conditions, the Promoters shall be at liberty to terminate this Agreement, in which event, the said deposit or earnest money paid by the Purchaser to the Promoters shall stand forfeited. The Promoters shall, however, on such termination, refund to the Purchaser the 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 interest or otherwise. On the Promoters terminating this Agreement under this clause, they shall be at liberty to sell and dispose off the said Premises to any other person as the Promoters 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 except as provided herein from the Promoters.

13. The Promoters shall have a first lien and charge on the Premises agreed to be acquired by the Purchaser/s in respect of any unpaid amount payable by the Purchaser/s to the Promoters hereunder. It is an essential and integral term and condition of this Agreement, that only upon the payment of full amount of the purchase price, and all other amounts, charges, dues, outgoings etc. payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Promoters (and not otherwise), will the Purchaser/s have or be entitled to claim any rights, against the Promoters under this Agreement and/or in respect of the Premises.

14. Agreed and recorded by and between the parties hereto that it shall be the sole and exclusive responsibility and liability of the Purchaser/s herein to bear and pay the property taxes, maintenance and service charges and all taxes which may be levied hereafter by the Central Government and / or state Government and/ or and local authority / authorities and outgoings in respect of the said Premises hereby agreed to be sold by the Promoters to the Purchaser/s as also proportionate outgoing/expenses taxes which may be levied hereafter by the Central Government and / or state Government and/ or and local authority / authorities and in respect of common amenities and infrastructural facilities from the date of offer of the possession of the said Premises.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property or any part thereof or the said Building or any part thereof. It is further expressly agreed and understood by and between the parties hereto that save and except the said Premises and the right to car parking space and

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common areas hereunder written, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the car parking space or the common areas (except to the extent as provided in this Agreement) or any part thereof.

16. The Promoters hereby declare that the FSI (including TDR/FSI and compensatory Fungible FSI) available in respect of the said Property is **26,121.05** sq. mtrs. equivalent to **31,240.51** sq. yds. only and that no part of the said FSI has been utilized by the Promoters elsewhere for any purpose whatsoever. The residual F.A.R (FSI) and/ or TDR / FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Promoters till the full and complete development of the said Property. The TDR/ FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called generated from the said Property has been loaded on the said Property. Agreed that the Promoters shall be entitled to purchase/acquire TDR and load the same on the said Property for which Purchaser/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Promoters shall be entitled to undertake the construction work on the said Property as is convenient to the Promoters and as may be permissible under Development Control Regulations and/ or by the MCGM and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoters till the full and complete development of the said Property which may be acquired by the Promoters hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoters and/or its nominees and/or sell and dispose off such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting there from for their own benefit without any reference to the Purchaser/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Purchaser/s herein. It is agreed by and between the parties hereto that in the event of Promoters acquiring any other adjacent property/properties to the said Property; the Promoters shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to MCGM and / or any other concerned authority of any adjacent property/properties on the said Property as the Promoters in its sole discretion may deem fit and proper

17. It is agreed and recorded by and between the parties hereto that if within a period of five (5) years from the date of handing over the possession; if the Purchaser/s brings to the notice of Promoters in writing any structural defect in the Premises and/or in the building in which the premises is situated and/or on in the material used therein by the Promoters, whenever

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possible it be rectified by the Promoters pursuant to such written notice at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters compensation on actuals required for rectifying such defect or change and not otherwise. PROVIDED HOWEVER, the Promoters herein shall be relieved of their afore stated obligation in the event of any unauthorized work undertaken by any of the Purchaser/s and/or for any act of commission or omission by any of the Purchaser/s is directly or indirectly the cause of any such structural defect or changes in the building.

18. Possession of the said Premises shall be delivered to the Purchaser pursuant to receipt of the entire Sale Consideration and all other charges or amounts contemplated under this Agreement due and payable by the Purchaser in respect of the said Premises by the Promoter .The Purchaser shall take possession of the said Premises within seven days of the Promoters giving written notice to the Purchaser intimating that the said Premises are ready for use and occupation.

19. The Purchaser/s is/are aware that building No. 2 is constructed with concession in open spaces/ joint open spaces and the Promoters has executed registered undertaking in favour of the Municipal Corporation. It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoters in favour of concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and Organisation or condominium formed by the Purchaser/s of flat/ premises.

20. Under the present Agreement, the Promoters have given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoters is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoters or their nominees or transferees on these account.

21. The Promoters shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is assigned to the Organisation and shall continue until the entire said Property is developed.

22. Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said

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Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

23. Under the present Agreement, the Promoters have agreed to sell and transfer only the said Premises to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the buildings on the said Property or any part thereof, save and except the said Premises and the right to use the common areas and facilities. The Purchaser/s shall have right only in respect of the said Premises agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.

24. The Purchaser/s hereby grants acknowledges that the Promoters have all rights for further mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's Flat in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoters to augment the fund for the Promoters for development of the said Property. The Promoters shall clear the mortgage debt in all respect before the execution of assignment of the proportionate area of the said Property in favour of the said Organization formed of all the Purchaser/s in the said building.

25. The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoters and agrees and undertakes that:

i) The Promoters shall have sole and absolute right and authority, and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said building and the said Property and further to permit the same to be utilized for any purpose, including for the purpose of offices, shops, nursing homes, bank office, restaurant, hotel, gardens/playground, and display of advertisement and hoardings, as may be permissible or as may be ultimately permitted by the authorities concerned provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Premises which is agreed to be sold to the Purchaser.

ii) The Purchaser/s shall do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoters and which the Promoters may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.

iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall

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be deemed to be covenant running with the said Premises and shall be binding upon the Organization.

iv) Irrespective of disputes if any, which may arise between the Promoters and the Purchaser/s and/ or the Organization, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to the Promoters under this Agreement, shall always be punctually paid by the Purchaser/s and shall not be withheld by the Purchaser/s for any reason whatsoever.

v) The Promoters have further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said Property by any reason whatsoever nature, the Promoters will exclusively be entitled to make or use such claim or benefits/ advantages of the said Property and the Purchaser/s or their nominee or assignee or Organization will not have any claim, objection or protest of any nature at any time in future hereafter.

vi) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoters alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoters alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc.

vii) It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat agreed to be sold by the Promoters to the Purchaser/s and all other premises shall be the sole property of the Promoters. It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking, amenities plot save and except the said Flat and 2 car parking which is agreed to be sold under this Agreement.

viii) The Promoters have further informed to the Purchaser/s that the Promoters will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoters.

ix) The terrace on top of the building shall be a part of the common area/amenities available to the Purchaser/s or to any flat Purchaser in the **Saifee Park Building No. 2.**

26. Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

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27. The Purchaser shall at the time of making payment of the Sale Consideration stated in clause 3 above, deposit with the Promoters the following amounts:

Rs. **29,500/-** towards the installation of electric meter and/or other deposit to be paid by the Promoters to the Municipal Corporation and/or any other authority or body concerned;

28. Before taking possession of the said Flat, the Purchaser/s will inspect the said Premises and will fully and completely satisfy himself/ herself/ themselves with the said Premises in respect of the area, item of work or quality of work or the materials used for construction of the said building and the amenities provided. Upon possession of the said Premises being delivered to the Purchaser as aforesaid he/she shall be entitled to the use and occupation of the said Premises and he/she shall have no claim against the Promoters in respect of the area, amenities provided by the Promoters with respect to the said Premises or any items of work in the said Premises which may be alleged not to have been carried out or completed. However, the Promoters are obliged to perform their obligations under clause 17 hereinabove regarding any structural defects. The Purchaser/s shall take possession of the said Premises within seven (7) days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Premises shall be deemed to be effective from the date of such Date of Possession. The Purchaser shall be liable to pay **Rs.**5,50,000/-** towards the outgoings, in respect of the said premises including ground rents, taxes, water charges, common lights, sweepers, sanitation, additions and alterations, oil painting, colour washing, repairs, insurance, salaries of person/s engaged etc. and all other expenses incidental to the management and maintenance of the property from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said Premises or not. In case of nonpayment, Promoters shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Premises from the expiry of seven (7) days from the notice of possession, unless the said loss is caused by the Promoters or their representatives or agents in undertaking works as mentioned under this Agreement and in which case the Promoters shall make good the loss or damage at their own expense or reimburse the Purchaser/s for towards the same.

29. The Promoters, after deducting from the various amounts paid by the Purchaser to the Promoters as deposits and expenses due in respect of the said premises as aforesaid and the costs, charges and expenses referred to hereinafter in the proportion decided by the

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Promoters, shall transfer the balance, if any, to the Organisation that may be formed and registered of the purchasers/holders of all the premises in the said building. The accounts, in this behalf shall be rendered by the Promoters to the Organisation and not to the Purchaser in individual capacity.

30. Upon 51% of the units being booked in the said building to be constructed on the said Property, the Promoters shall call upon the Flat Purchaser/s to pay **Rs. 301/-** as the share money and entrance fees for the said Organisation and **Rs. 88,500/-** for formation and registration of the said Organisation and to sign all such deeds and documents required for the formation and the registration of the Organisation, and the Purchaser shall pay the same within fifteen (15) days of the date of such a demand notice. On the receipt of the share money and entrance fees for the Organisation and the formation and the registration of the Organisation along with the documents, the Promoters shall enable the formation of the Organization of the allottees of the building.

31. The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Organization under RERA and the rules framed there under. If the Purchasers fail to comply with the all requirements formation of the Organization within the prescribed time limit then the Promoters shall not be held responsible or liable in manner for such delay in registration of such Organization. No objection shall be taken by the Purchaser/s 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.

32. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation regarding occupation and use of the Premises and shall pay outgoings in accordance with the terms of this Agreement.

33. In the event of the Organisation being formed and registered before the sale and disposal by the Promoters of all the flat/ premises in the Building/s, the power and authority of the Organisation so formed or that of the Purchaser/s and the Purchaser/s of other premises in

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the Building/s shall be subject to the overall authority and control of the Promoters in respect of the unsold flats/ premises and disposal thereof. The Promoters shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ premises, if any. In case the Organisation is formed before the disposal by the Promoters of all the flats/ premises then the Promoters shall at its option (without any obligation) join in as a member in respect of such unsold flat/ premises and as and when such flat/ premises are sold, the Organisation shall admit such Purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

34. It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the deed of Assignment in respect of proportionate area the said Property and said building No.2 favour of the Organisation., any additional FSI or TDR becomes available on the said Property and the said Society decides to exploit/utilize such FSI or TDR then the said Society shall appoint the Promoter or any of the Promoter's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them; The Purchaser hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

35. The Purchaser shall not use the said Premises for any purpose other than the purpose for which the plans are sanctioned.

36. The Purchaser/s hereby grants to the Promoters the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoters including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoters to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

37. The fixtures, fittings and amenities to be provided in the said Premises and the materials to be used in the construction of the said Building and the specifications of the said Building are those as set out in **Annexure "E"** hereto and the Purchaser has satisfied himself/herself about the design of the said Premises and also about the specifications and amenities to be provided therein.

38. The Purchaser shall from the date of possession maintain the said Premises at his/her cost in a good and tenantable repair and condition and shall not make any structural alteration or do or cause 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 MCGM or any other authority.

39. The Purchaser shall not let, sublet, sell, transfer, assign or part with his/her 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 unless otherwise

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permitted by the Promoters and that too 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 until he/she obtains the previous consent in writing of the Promoters or the Organisation/Society as the case maybe.

40. It is further expressly agreed by the Purchaser that the Promoters shall have absolute right and authority to form separate societies/ company/ condominium for residential building / wing and commercial building / wing or to form one common society/company/condominium and the Purchaser hereby give their express consent to the same.

41. The Purchaser shall have no claim whatsoever except in respect of the particular residential space alongwith 2 car parkings hereby agreed to be acquired. All open spaces, un-allotted premises and other spaces etc., will remain the property of the Promoters until the required document of Transfer of said Property or part thereof with the said Building/s are transferred to the Organisation as herein mentioned but subject to the rights of the Promoters under this Agreement and that may be reserved in the final transfer document.

42. It is an express condition of this agreement that all such Agreements entered into by the Promoters with any person/s in respect of any premises comprised in the said Property and/or the building/s thereon shall be binding on the Purchaser and all other holders/ purchasers of the other premises comprised in the said property and/or the building/s thereon to be developed by the Promoters as also on the Organisation which may be formed by the holders/ purchasers of such premises and that the Purchaser shall not be entitled to raise any objection or do anything which would result in a breach of terms and conditions of the Agreement/s which are or may be entered into by the Promoters with other person/s with regard to such premises as aforesaid and the Purchaser hereby undertakes and gives consent to the Promoters to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and executed by the Purchaser as the Purchaser of the said premises or as constituent of the Organisation /Apex Body/Bodies as may be required from time to time to enable the Promoters to carry out its part of such Agreement/s as aforesaid.

43. The Purchasers hereby waives their right to raise any objections hereafter to the development of the adjacent plots with deficient open spaces in future.

44. The Purchaser with intention to bring in and bind all persons into whomsoever hands the premises may come, doth hereby covenant/s with the Promoters as follows:-

a. To maintain the said premises at the cost of the Purchaser in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises are situated or the staircase or any passages or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or

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change/alter or make addition in or to the building in which the said premises are situated or the said premises itself or any part thereof.

b. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building and in case any damage is caused to the building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

c. To carry out at the costs of the Purchaser all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated which constitute/s a breach or contravention under the rules regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Purchaser committing any act in contravention of the aforesaid, the Purchaser shall be responsible and liable for consequences thereof to the concerned local/public authority.

d. At any time not to demolish or cause to be demolished nor erect or caused to be erected nor remove or caused to be removed any works, amenities, fixtures or fittings make or cause to be made any additions or alterations in the nature of structural changes in or to the said premises or any part thereof including the bathrooms, terrace/s, balcony, car parking spaces etc. nor make any alteration in the elevation and outside colour scheme or pattern of the building or cover any ducts, flower beds, nitches etc in which the said premises is situated by doing of any works such as enclosing, covering, etc. of balcony, car parking space, open space, terrace, etc., affixing grills, windows, collapsible gates, nets, chajjas etc. thereto and shall keep the party walls, sewers, drain pipes terraces/ compound walls and fences in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner remove or damage the columns, beams, walls, slabs flooring, tiling fittings or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Promoters and/or the Organisation, as the case may be.

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e. The Purchaser shall permit the Promoters, its surveyors or 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 to make good with utmost dispatch of the receipt of such notices all defects, decays and want of repairs of which notice of 7 days in writing shall be given by the Promoters to the Purchaser.

f. The Purchaser shall permit the Promoters and its 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 for the purpose of repairing any part of the building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party structure and other conveniences belonging or serving or used for the building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipe and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the building in respect whereof the Purchaser or the occupier of any other premises as the case may be shall have made default in paying his/her/its/their contribution of the water tax and other outgoings.

g. Not to use the said premises or permit the same to be used for any purposes whatsoever, other than for residential purpose and car parking space for parking purpose as the case may be, and such other purposes as permitted under the conditions and covenants of this Agreement only, or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building or to the owners of or occupiers of the neighboring properties nor for any illegal or immoral purpose.

h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Property and the building in which the said premises is situated.

j. To pay to the Promoters within seven (7) days of demand by the Promoters, the Purchaser's share of security deposits, demanded by any concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said premises is situated.

For AELEA Commodities Private Limited

Director

"The Promoters" "The Purchaser/s" or "Flat Purchaser/s"

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k. Not to demand partition of the Purchaser's interest in the said Property and building it being hereby agreed and declared by the Purchaser that the interest in the property and building is impartable.

l. Not to decorate the exterior of the said premises except in a manner as near as may be in which the same was previously decorated and without the previous consent in writing of the Promoters or the Organisation as the case may be.

m. Not to affix any sign/ name/ display board or hoarding or neon lights outside the said premises and/or in any portions of the property and/or the building save and except the spot or place and of the dimensions and specifications specified by the Promoters or Organisation as the case maybe in that behalf.

n. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser viz. user for any purposes other than as stipulated herein.

o. To bear and pay the service tax and all other levies that are currently payable or may be imposed by the Government in relation to the said premises agreed to be purchased by the Purchaser within seven (7) days from the demand being raised in that behalf by the Promoters.

p. Not to sub-let, transfer, assign or part with the Purchaser's interest or benefit in this Agreement or part with possession of the said premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up unless otherwise permitted by the Promoters and only if the Purchaser have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser have given prior intimation in writing to the Promoters or the Organisation as the case maybe.

q. Till the management of the Building/s is handed over to the Organisation, to allow the Promoters, its surveyors and agents at all reasonable time and after receiving a notice of not less than 7 days, to enter into or upon the said Premises to view and examine the state and condition thereof in order to carry out repairs.

r. Not to change exterior elevation or the outlay of the building/s

s. The Purchaser/s shall observe and perform all the rules and regulations which the Organisation may adopt, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulation/s and conditions

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laid down by the Organisation regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

t. Till Deed of Assignment of the said Property and Building No.2 in which the Premises is situated is executed; the Purchaser/s 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 Premises and building No.2 or any part thereof to view and examine the state and condition thereof and after receiving a notice of not less than 7 days towards the same.

u. These covenants shall be binding and operative even after the formation of the Organization but subject to the rules and bye-laws of the Organisation.

45. The Organisation formed as stated herein shall be named containing the prefix/suffix **SAIFEE PARK BUILDING NO. 2** or by such other name as may be decided upon by the Promoters or by such name as may be approved by the Registrar of Co-operative Societies, Maharashtra or by the Registrar of Companies, Maharashtra or other registering authorities, as the case may be.

46. No objection shall be taken by the Purchaser if changes or modifications are made in the name or the draft bye-laws rules and/or regulations of Organisation by the authority concerned. The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as the Promoters may require from time to time for safeguarding the interest of the Promoters and purchasers of the other premises in the said building. The Promoters hereby agrees that they shall, before execution of a Deed of Assignment of the proportionate area of the said Property in favour of the Organization to be formed by the purchaser/s of flats in the building to be constructed on the said Property make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title interest or claim of any party or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoters has absolute, clear and marketable title to the said Property so as to enable them to assign to the Organisation such absolute, clear and marketable title on the execution of a Deed of Assignment of the proportionate area of the said Property by the Promoters in favour of the Organisation.

47. The Assignment of Building No. 2 and the proportionate area of the said Property in favour of the Organisation under the MAO Act/ MOFA or RERA as the case may be shall be entered into within **48** months of obtaining the BCC or Occupation Certificate of the Building no. 2 on the said Property, complete utilization and exploitation of the FSI and TDR potential of the said Property by the Promoters, Promoters selling and disposing of all the flats as constructed on the said Property and shall be subject to the receipt of all the outstanding

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payments from the respective buyers of the flats in the said Property. Further, the Parties herein agree and consent to all the expenses, costs and charges for such Assignment or transfer of the Building no.2 and the proportionate area of the said Property in favour of the Organisation being solely borne by the Promoters. Furthermore, the Assignment shall be in accordance either all the terms and conditions of this Agreement and will contain such terms and conditions as mutually agreed between the Parties.

48. Agreed that Promoters shall cause the assignment of the said Property to be executed only after (a) full and complete development of the said Property as is permissible under Development Control Regulation Act, 1991 and/or any amendment/s and/or repealment and/or replacement thereof from time to time, (b) on formation of the said Society, (c) the Promoters selling and disposing of all the Flats as are available to the Promoters in the said building, (d) receipt of the full consideration in respect of all the Flats in the said building and (e) amalgamation and sub-division of the said Property with any adjacent property / properties as may be sanctioned by the planning authority and as the Promoters may in their sole discretion deem fit and proper.

49. A Deed of Assignment to be executed in respect of the said Property in favour of the Organisation or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Organisation shall inter alia contain the following:

a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoters for safeguarding its overall interest in the said Property and the said Building No.2

b) a covenant by the Purchaser/s to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

c) The right of the Promoters to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the said Flat comprised therein as its member without charging any additional amount.

d) The Promoters shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed;

e) Even after conveyance of the said Property the Promoters shall continue to have the

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rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;

f) a declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises of the Promoters for building or other purposes and a declaration that the access and user of light and air to and for the said premises purchased by the Purchaser and to and for any structure erection or building for the time being erected and standing thereon from and over the neighbouring or adjoining premises of the Promoters is enjoyed under the express consent of the Promoters

g) Such provisions and covenants as may be necessary for giving effect to Clause no. 56 mentioned herein regarding the Promoter's right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property after assignment of the said Property by the Promoter in favour of the Organisation. The Promoters shall be permitted access and entry to the buildings and the common areas on the said Property so as to discharge the obligations of the Promoters under Section 14(3) of the RERA ;

h) The Advocates for the Promoters shall prepare and/or approve, as the case may be, deed of assignment in favour of the said Organisation or the Declaration to be submitted under the Act, or any and all other documents to be executed for assignment of the said premises and the Building No.2 to the Organization so formed. All costs, charges, expenses including stamp duty, registration charges and other expenses in connection with the assignment of the Promoters' rights in the said Property and the Building No.2 and the preparation and execution of the deed of assignment and the declaration and other documents shall be borne and paid solely by Promoters,

50. The said Property is laid and/or intended to be laid out in accordance with the general scheme applicable to the whole property as shown on the plans hereto annexed and marked **Annexure "F"** and the common areas and facilities including roads, recreation area, etc. shown thereon shall as far as possible and practice and subject to the paramount and overriding right of the Promoters to amend modify or alter the same, be constructed on the lines and on the directions as shown upon the said plan in accordance with the statutory rules and regulations in that behalf.

51. Subject as aforesaid, the areas described in the **Annexure "G"** hereto annexed shall constitute the common areas and facilities and which shall ensure for the more beneficial use and enjoyment in common with one another of the holders for the time being of the various

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premises comprised in the building/s constructed and/or to be constructed on the said Property. The Purchaser shall have no claim whatsoever in the same including all lobbies, staircases, common terrace, etc., which will remain the property of the Organisation and the same shall be for the common use of all the premises holders.

52. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said Property or the building to be constructed thereon or in any part thereof. Such conferment shall take place only upon the execution of the deeds or assurances mentioned herein in favour of the said Organisation.

53. The Advocate & Solicitor for the Promoters shall prepare, engross and approve all documents which are to be or may be executed in pursuance of this Agreement. All costs, charges and expenses in connection with the formation of the Organisation permissions and/or sanctions under the Ceiling Act and/or the Income Tax Act 1961 and premium if any, payable therefore, as well as the costs of preparing, engrossing, stamping and registering all the deeds or any other assurances, document/s including the registration and stamp duty payable on this Agreement required to be executed by the Promoters or the Purchaser as well as the entire professional costs of the said Advocate & Solicitor of the Promoters in preparing and approving all such documents shall be borne and paid by the Organisation or proportionately by all the holders of premises in the said building. The Promoters shall not contribute anything towards such expenses. The proportionate share as determined by the Promoters of such costs, charges and expenses payable by the Purchaser shall be paid by them on demand within 7 days.

54. All letters, receipts and and/or notices and emails issued by the Promoters and dispatched under certificate of posting to the last known address of the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall amply and effectually discharge the Promoters. For this purpose, the Purchaser have given the address mentioned in the title of this Agreement.

55. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery or facsimile. The Notices shall also be sent through email separately. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

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56. The Purchaser/s hereby indemnify and keep indemnified the Promoters and hold the Promoters harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoters directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/ or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(les) howsoever arising related to the use and/ or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.

57. This Agreement shall always be subject to the provisions of the Acts and the rules made there under.

58. The Purchaser/s shall not ask for any partition, and/ or division towards his/ her rights in the said Premises and/ or the said building in which the said Premises is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said building and/ or in the said Property apart from right of usage of common areas and amenities and/ or any independent agreement or any other agreement of the said Premises.

59. Any dispute or differences that may arise at any time hereafter between the parties hereto or their successors in title touching or concerning this agreement or its constructions or effect or as to the rights, duties, obligations and liabilities of the parties hereto or either of them under it by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of in relation to the subject matter of this Agreement shall be referred to the sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court and such arbitration shall be governed in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The decision of the Arbitrator shall be final and binding on the parties. Such arbitration proceedings shall be in English and shall be held in Mumbai. Courts in Mumbai alone shall have jurisdiction.

GENERAL PROVISIONS

60. This Agreement and all annexure's as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the

For AELEA Commodities Private Limited

Director

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Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents, including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said Flat between the parties hereto.

61. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

62. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

63. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Promoters to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

64. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay to the Promoters and/ or to the appropriate authorities all the future Municipal Tax, Service tax, Education Cess, Vat tax, W.C.T. tax, Goods and services tax and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may become due and payable after execution and registration of this Agreement between the Parties hereto only in respect of the said flat. The Purchaser/s shall pay such amount in addition to any amount mentioned under this agreement or otherwise.

65. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.

66. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of either Parties of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Parties hereto.

67. The Purchaser undertakes, immediately after execution of this Agreement to lodge the same for registration with the Sub-Registrar of Assurances and pay the charges thereof and shall within two (2) days after lodging the same intimate to the Promoters of having done so

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together with the date and serial number and receipt number under which the same is lodged for registration. The Promoters shall provide full cooperation to the Purchaser in completion of the registration process as may be contemplated under law or otherwise be reasonably required by the Purchaser/s.

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and the year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of lease hold land bearing New Survey No. 3661 and Cadastral Survey Number 412, 1/412, 2/412, 3/412, 4/412 & 4A/412 of Mazgaon Division, together with messuages tenements or dwelling bungalow, outhouses, godowns and other structures standing thereon, admeasuring in the aggregate 13,058.25 sq yards (equivalent to 10,918.41sq.mtrs or thereabout), situated at 156, Dr. Mascarenhas Road, (Formerly known as Mount Road), Mazgaon, Mumbai – 400 010.

SIGNED SEALED AND DELIVERED)
by the withinnamed the Promoters)
MESSRS. REDSTONE REALTORS)
through its Partner and authorized signatory)
Shakeel Afzal Ladak)

Shakeel A. Ladak		Left Thumb Impression

in the presence of .....)

1. Aliasgar Mustafa Mandsaurwala)

2. Saddam Husein Yusuf Patel)

SIGNED SEALED AND DELIVERED)

by the withinnamed the Purchasers)

	For AELEA Commodities Private Limited Director
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For AELEA Commodities Private Limited Director **M/s. Aelea Commodities Pvt. Ltd.**		Left Thumb Impression

in the presence of .....)

1. Aliasgar Mustafa Mandsaurwala)

2. Saddam Husein Yusuf Patel)

Annexure A

(the said Property is shown bounded in red colour lines on the approved plans)

Annexure B

(Property Cards of the said Property)

Annexure C

(the Certificate of Title issued by Mr. Shabbir S. Kapadia)

Annexure C-1

(Commencement Certificate)

Annexure C-2

(I.O.D)

Annexure D

(details of the Premises and the Premises shown by red colour outline on the approved plan)

Annexure E

"The Promoters"	For AELEA Commodities Private Limited Director "The Purchaser/s" or "Flat Purchaser/s"

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(amenities and specifications pertaining to the said premises and the materials to be used in the construction of the said Building and the specifications of the said Building)

Annexure "F"

(general scheme applicable to the whole property)

Annexure "G"

(common areas and facilities on the said Property)

RECEIPT

Receipt is valid subject to realisation of cheque

RECEIVED the day and year first hereinabove written of and from the within **Aelea Commodities Pvt. Ltd.** named Flat Purchaser's the sum of **Rs. [•] (Rupees [•] Only)** vide the following cheque's:

Sr. no	Date	Cheque No.	Amount	Drawn On
1.	2/03/2020	UTR No. ICICI-202003024000749855	1,00,00,000/- (Rupees One Crore only)	ICICI Bank, ----------branch

For M/s. Redstone Realtors

(Shakeel Afzal Ladak)
Partner/ authorized signatory

Witnesses:

1. Aliasgar Mustafa Mandsaurwala

2. Saddam Husein Yusuf Patel

For AELEA Commodities Private Limited

Director

"The Promoters"	"The Purchaser/s" or "Flat Purchaser/s"

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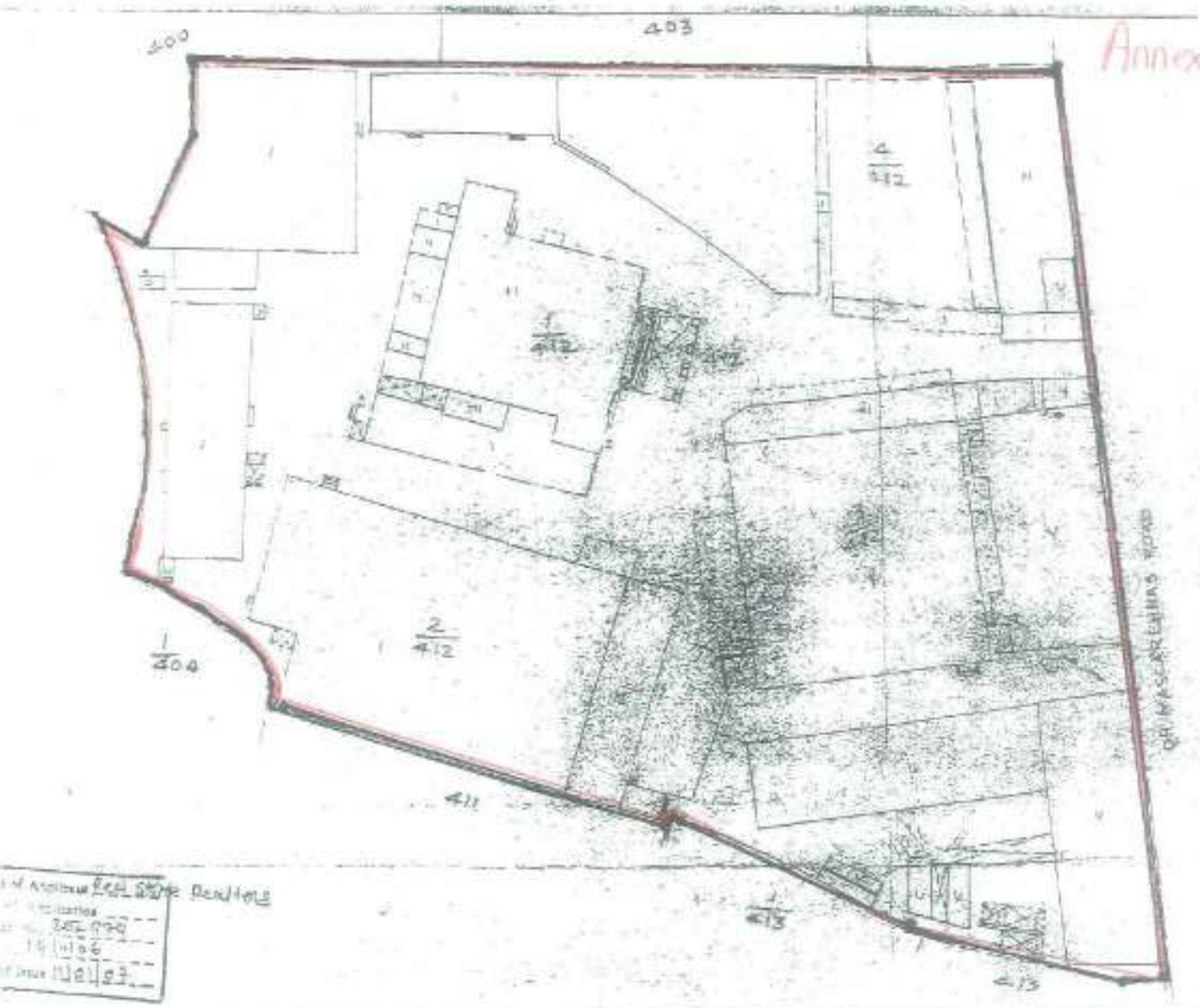
Annexure "A"



CERTIFIED COPY OF
PLAN Rs 60/-
SUPERINTENDENT
LAND RECORDS

FIVE RUPEES

ASST. SUPT.
CUM CITY SURVEY OFFICER
NO. 1

SUPERINTENDENT
MUNICIPAL CITY SURVEY & LAND RECORDS

THE CHIEF SUB-REGISTRAR, MUMBAI CITY-II
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Annexure - 'B'

Revenue Form
Register No. 250
Page No. 75

SURVEY REGISTER FOR THE TOWN AND [illegible] OF BOMBAY

(Prepared under Section 250 of the Bombay [illegible] Act Bombay City, Other

Collectorate [illegible]

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Sft.	7. Longitude Survey No.	8. Collectors New No. (Collectors Next Full No.)
288	BYCULLA ROAD	19,22,22A0,22A,22A4,22B,22C,22D	412	(SEESI) NULL	58.73935 12896.25 E -1849.00 --- 11994.25 C -1325.00 --- 10667.25 E -1120.00 --- 9547.25 E - 510.00 --- (9037.25) 92.803105 2534.24	3463	19256 (C.E.R.NO.7366)

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Alienation by Present Owner	12. Revolution of Title
(402.14.2) NIL P 402.14	(A)--BANDER S. AND A S.CO.INDIA LTD. (LESSEE OF THE DOMAIN FOR FIVE YEARS FROM 1.4.32) .. (B)-S-(BRIGHAND ASTRONOMY)-DIED ON 25.10.1934 & T-(BRIGHAND ASTRONOMY)-DIED (SURT.LESSEES & TRUSTEES) .. (C) S-(SIR ALEXANDER PEDIGANO KT.)-DIED ON 3.12.1934 B-(SAI SOLAR BOFE OF 'Z' IN COL.10 ABOVE)-DIED ON 12.2.1950 & T-(SAI SAMIR BAD 'Y' IN COL.10 ABOVE) (OWN TRUSTEES) .. (D)-A-(SAMIR BANDER.M) AND B-(SAI SOMERIL) ((BRIEF(LEASES) & (BRIF.(TRUSTS)) ((TENANTS-IN-COMMON)) .. (E)-(-SICCLANE DOMESTICS LTD. ((LESSEE)	(A)-ASSIGNMENT OF LEASE 01.17.07.1921 FROM SOMERIEL BANDER & CO. .. (B)-ASSIGNMENT 01.16.2.1931 FROM BELLA AMBE TYEB SURTEB AMBE MASSEEH INCLUDING THE WHOLE LAND OF 222 SQS.YDS. TO.NO.2/23-4-1931. .. (C)-(DEED NO.4278) APPT. OF NEW TRUSTEES 01.17.9.1948 FROM 'Y' IN COL. 10 & 'Z' IN COL.10 ABOVE ALSO C.S.NO.5/1434 OF BYCULLA DIV.] .. (D)-((DEED NO.108)) DEED OF TRANSFER 01.11.10.55 FROM 'B' IN COL.10 TO 'A & B' IN COL.10 AS BENEFICIARIES.ABOVE ALSO C.S.NO.1,2,3 & 4/412 OF THIS DIV.AND 5/1534 OF BYCULLA DIVN. TO.NO.2/125-1-1962] .. (E)-(DEED NO.3968) CONVEYANCE DATED 29.12.1971 FROM 'A,B' IN COL.10 TO 'C' IN COL.10 FOR 4,40,000/- ABOVE ALSO C.S.NO.1,2,3,4/412 OF THIS DIVISION TO.NO.2/337-1-1971.	- NIL -

13. Original Grant from Govt., if any	14. Lease from Public Body or Trustee	15. Ground Rent due to Public Body or Trustee	16. Superintendents Initial
LEASE 07.14.4.1910 FROM 1.9.1961 FOR 99 YEARS	- NIL -	- NIL -	(A)-SAI-30.1.58,SAI-1.7.58 SUPRI. .. (B)-SAI-27.8.1972,SAI-7.9.72 SUPRI.

17. Remarks

[illegible]

Annexure 'B'

12. Remarks

(DEED NO.1293) 21.11.1.75 CONVENANT FOR PRODUCTION OF TITLE DEED BETWEEN 2,8 IN COL.10 TO 2 IN COL.10 THAT THE SEVERAL DEEDS & WRITINGS RELATE TO LAND SHOULD REMAIN AS COLTORY OF 2,8 IN COL.10
SD/-1.12.75

B:
-BORROWED SUMMARY SD/-DT.
MORTGAGEE
-MORTGAGE 01.7.1.1920

A-HOMER SUNDERLAL AND
B-AATI SUNDERLAL
-(DEED NO.3969) MORTGAGE 31.25.12.1971 FROM 2 IN COL.10 TO '4,5' IN COL.2 FOR RS.4,55,000/-
SD/-4.1.75

A-FOR C.S.NO.1/412 AREA PAGE NO.02
B-C.S.NO.2/412 AREA 1227 SQ.YDS. PAGE NO.03
A-C.S.NO.3.412 " 1158 " "
B-C.S.NO.4/412 " 500 " "

2950

Name of Applicant: RED SOON GROUP
Date of Application:01/06/2017
Fee recovered: Rs.00000100.00
Reference of issue: 700004-20179
Date of issue :

12 JUN 2017

(Rectangular '[ ]' Brackets show entry deleted)
Note:- This is a true copy of the extract of a Register which forms part of this office record. The area of the property mortgaged is/charged is ____ (Rs.20 % extra)
(NOTE: THOUGH THE MORTGAGE IS ALREADY RELEASED, THE CHARGE IS STILL ON RECORD)

Superintendent
Public Data Services and Land Records

Assistant Superintendent of Land Records, Class-I
City Survey Office No. 1/2,3,5,6

THE SEAL OF THE JOINT SUB REGISTRAR MUMBAI CITY-II * MUMBAI *

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[illegible] REGISTER FOR THE YEAR OF [illegible]

[illegible]

1. Sheet No.	2. Name of Sheet or Locality	3. Sheet No.	4. Block or Survey No.	5. Taluka	6. Date of Sq.Ft./Mts.	7. Longitude Scale No.	8. Reference Sq.No. (Cadastral Map Sq.No.)
[illegible]	MOUNT HILL	"C" MAP NO.[illegible]	1/432	LEASE HOLD	50.76[illegible] (1360.20) 60.[illegible] 229.63	PART OF [illegible]	PART OF [illegible] (-[illegible])

9. Ground Rent Due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Description of Title
- NIL -	(A)-A-[UNCLAIMED OVERCHARGE] NIZE OWF 25.10.1954 B-[SIR DIVANAJI PRESCRIPTION 01.1 EDIT 26 5.12.1951 [illegible] C-[NAI SHATA NIVAS COMMERCIAL ORDINANCE] [TRUSTEES OF THE NIZE OF [illegible] 01.[illegible].1954] - LESSEE - (B)-B [CHARITIES NAUSHEHRAN] - [LESSEE] - (C)-C [ASHIK COMMERCIAL [illegible]] D-[AZIZ COMMERCIAL] - [BENEFICIARIES] - - [LESSEES IN COMMON] - (D)-D-[ORIENTAL INVESTMENTS LTD.] - [LESSEE] -	(A)-NIZE ORIGINAL GRANT (B)-[LEASE NO.5394] [DATE 01.12.26.1953 UNDER "A,B & C" IN COL.10 TO "D" IN COL.10 FOR THE PERIOD OF 15 YEARS COMMENCING FROM 1.10.1954] [illegible] [LEASE NO.2030] NIZE IN CONFORMANCE 01.8.11.1954 UNDER "A" IN COL.10 TO A,B,C IN COL.10 (C)-[LEASE NO.101] NIZE OF TRANSFER 01.11.11.1957 FROM "C" IN COL.10 TO "B AND C" IN COL.10 AS BENEFICIARIES VIDE WILS C.S.NOS.512, 2,3,4/512 OF THIS DIVN. AND SURVEY OF DOMBILA DIVN. TO.NO.17132-1-1947] (D)-[LEASE NO.2040] COMMENCING DATED 29.12.1971 FROM A,B IN COL.10 TO D IN COL.10 FOR 99.4,24,000/- VIDE NIZE C.S.NOS.512,2,3,4/512 OF MAZGAON DIV. TO.NO.17187-1-1972	- NIL -

13. Original Grant from Govt., if any	14. Lease from Public Body or Fairdealer	15. Ground Rent Due to Public Body or Fairdealer	16. Superintendent's Initial
- NIL -	LEASE DT.12.10.57 FOR THE PERIOD OF 15 YRS. COMMENCING FROM 1.10.1956 AT THE RENT OF Rs.——	(1956)- PER ANNUM	(A)-SUP/S.A. [illegible]. SUP-75.11.,SUP-7.1.16,SUP-72.1.30 [illegible]. (C)-SUP-30.6.90,SUP-1.7.92 [illegible]. (D)-SUP-31.8.72,SUP-7.9.72 [illegible].

17. Remarks

[illegible]

Date of Application [illegible]
Date of Application [illegible]
[illegible]
[illegible]
[illegible]

(Rectangular "C" Brackets shows entry related)
[illegible]

District: MUMBAI
Taluka: [illegible]
Tehsil No. [illegible]

SURVEY REGISTER FOR THE YEAR [illegible] OF BORIVALI

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Mts/Ft.	7. Sanctioned Survey No.	8. Collectors New No. (Collectors Draft Hold No.)
208	ROAD NO.	28,29,2048,224,2246,228,230,229	48/812	LEASE HOLD	28.16805 (29.34) 28.81729 35.45	PART OF 3443	PART OF 14255 (-NIL-)

9. Ground Rent Due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Description of Title
- NIL -	(49)-M-STEEL ARC INDUSTRIES LTD. (LESSEES) M (SUB-LESSEE) (50)-M-E.P.I.GROWTH,HOUSING FINANCE DEVI CORPORATION (SUB-LESSEE)	(01)-PURE ORIGINAL ENTRY (02)-(DOCD NO.2515) LEASE DT.24.5.54 FROM 'A' TO CR.10 TO 'B' ON COL. 16 FOR 21 YEARS.FROM 1ST APRIL 1954 -(DOCD NO.2548) CONDITIONAL DATED 29.12.1971 FROM HOMES SUBSIDIARY & MORTGAGE TO 'A' IN COL.10 FOR RS.6,48,000/- VIDE ALSO C.S.NOS.812, 1,2,3,5/412 OF THIS DIVISION DR.NO.C7197-1-1972	- NIL -

13. Original Grant from Govt., if any	14. Lease from Public Body or Founder	15. Ground Rent due to Public Body or Founder	16. Superintendents Initial
- NIL -	-LEASE DT.24.5.54 FOR 21 YEARS FROM 1ST APRIL 1954. RENT RS.....	RS.1/- P.A.	(01)-SDV-18.5.55 REPORT. -SDV-21.8.72,SDV-7.5.72 SERVE.

17. Remarks

- NIL -

Name of Applicant: [illegible]
Date of Application: [illegible]
Fee received: Rs.[illegible]
Reference of receipt: [illegible]
Date of issue : 12 JUN 2017

(Rectangular "[ ]" Brackets shows entry deleted)
Note:-This is a true copy of the extract of I.S.Revision which forms part of this office record, and the view of the property referred to therein [illegible]
[illegible]

SUB REGISTRAR [illegible] MUMBAI-II
THE SEAL OF THE SUB REGISTRAR OF ASSURANCES

2020

Register No. [illegible]
Page No. [illegible]

SURVEY REGISTER FOR THE TAX [illegible] OF SURVEY
Prepared under Section [illegible] of the Bombay Land Revenue Code, [illegible]

1. Street No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq.Yds/Mts.	7. Longitude Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
201	MOHAN RD.	39,37,2040,2039,220,217,220	1 2/1417 1A 2/1417 1B 4/1417	LEASE HOLD	08.18415 (2017.00) 0 - 39.34 (2017.34) 98.18415 2420.47	PART OF 2441	PART OF 10756 (C.S.N.NO.7544)

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Date of Acquisition by Present Owner	12. Resolution of Title
- NIL -	(1A) A-[DISTRIBUTORS CORPORATION] ACQ ON 25-10-51 B-[TATA SILKAR AND PETROCHEMICAL ADVERTISING] ACQ ON 12-2-1958 C-[SIR KIRAMMAI PETROCHEMICAL COMPANY]-ACQ ON 5-12-1953 (1953) D-[MAJ MARIA WO/O SHUNMUGAM CHETTIYAR] -[(TRUSTEES)]- [(LESSEES)]- -(COURT DT.22-11-1976)- ;- (2A)-C-[ALLAPPA STEEL DEVELOPMENT CO.(P)LTD.] -[(LESSEE)]- ;- (3A)-A-[SIMEN. AGE INDUSTRIES LTD.] -[(LESSEE)]- ;- (4A)-B-[SHRIS SUNDERLAL] [AND] B-[MAJI SUNDERLAL] -[(TENANTS-IN-COMMON)] -[(LESSEES)]- ;- (5A)-A-[PRESENT STEEL ACC INDUSTRIES LTD. (LESSEE)	(1A)-VIDE ORIGINAL COPY ;- (2A)-[(DEED NO.5250) LEASE DT.14-7-48 FROM 'A','B','C','D' IN COL.10 TO 'C' IN COL.10 FOR 21 YEARS] ;- (3A)-VIDE COL.12 ;- (4A)-[(DEED NO.101) SALE AT TRANSFER DT.11-12-1951 FROM 'A' IN COL.10 TO 'B' & 'B' IN COL.10 AS TENANTS-IN-COMMON VIDE ACQ C.S.NOS.612, 1/2 & 2/612 OF THIS DIVISION AND 5/1424 OF BYCULLA DIVISION] [TR.NO.1/153-A-1947] ;- (5A)-[DEED NO.1522]LEASE DT.9-4-1970 FROM 'A','B' IN COL.10 TO 'C' IN COL.10 FOR THE TERM OF 21 YEARS FROM ONE 1ST DAY OF JANUARY 1969 ;- (NEED NO.3965) CONVEYANCE DATED.29-12-1970 FROM 'C','B' IN COL.10 TO 'C' IN COL.10 FOR RS.1,43,400/- VIDE ALSO C.S.NO.612,1/612 & 4A/612 OF MATUNGA DIVISION	COPY NO.1874 THE NAME OF ALLAPPA STEEL DEVELOPMENT CORPORATION LTD.WAS THEN THE DEED CHANGED TO STELLAR INDUSTRIES LTD.DT.2 17 1965 IN THE OFFICE OF THE REGISTRAR OF COMPANIES UNDER ACT XXI OF 1913 IN THE MATTER OF ALLAPPA STEEL DEVELOPMENT CO.LTD.UNDER THE ORDER OF THE COURT IN BOMBAY CONVERTED BY TRUTH NO.6972/52/MPCSI-8/8/2002 ATTORTEDDY DT.10 12 48

13. Original Grant from Govt., if any	14. Lease from Public Body or Trustee	15. Ground Rent due to Public Body or Trustee	16. Superintendent's Initial
	(1)LEASE DT.14-7-48 FOR 21 YEARS FROM 1ST.JAN 1948 VIDE NO..... ;- (2)LEASE DT.9-4-1970 FOR 21 YEARS FROM 1ST.JAN 1969 VIDE NO DT..... ;-	(1)-[RS.591.0.0] P.A.] ;- (2)-RS.591.0 P.A.	(1)-GRN-50-5-55 SUPRT. ;- (2)-SUP-10-4-58,SUP-1 0-58 SUPRT. ;- (3)-SUP-20-12-71,SUP-21-12-71 SUPRT. ;- (4)-SUP-21-8-77,SUP-2-8-77 SUPRT.

17. Remarks

II. Remarks

A-[MAHA INVESTMENT CO.LIMITED]
-[(MORTGAGEE)]-

(DEED NO.2735)MORTGAGE DT.8-4-55 FROM 'E' IN COL.10 TO 'D' IN COL.2
FOR RS.2,40,000/-
SD/-16-7-56,SD/-18-7-56 SUPDT.

(DEED NO.5395) CONDONER AND RELEASE AND RE-ASSIGNMENT DT.12-12-58
FROM 'E' IN COL.2 IN RESP.OF MORT DT.8-4-55 TO 'E' IN COL.10 FOR
RS.2,04,000/-
SD/-8-1-58,SD/-8-1-58 SUPDT.

M-THE INDIAN BANK LTD.

(DEED NO.3133)MEMORANDUM OF EQUI.MORTGAGE DT.14-7-61 FROM 'E' IN
COL.10 TO 'M' IN COL.2 FOR RS.7,50,000/-
SD/-22-2-63,SD/-22-2-63 SUPDT.

(DEED NO.3972) CONDITIONAL FORCLOSE CHARGE DT.16-10-65 FROM 'E' IN COL.
10 TO 'M' IN COL.2 FOR RS.7,50,000/-
SD/-9-1-66,SD/-10-1-66 SUPDT.

NOTE:- 1 C.S.NO.2/412 AREA 1322 SQ.YDS. ;
1 C.S.NO.3/412 AREA 5128 SQ.YDS. ; TOTAL AREA
1 C.S.NO.4/412 AREA 310 SQ.YDS. ;
1 AREA - 29.94 ; = 2537.00 SQ.YARDS
AREA 470.4

1 FOR C.S.NO.4A/412 AREA 29.94 SQ.YDS. SEE PAGE NO.94

(Rectangular '( )' Brackets shows entry deleted)
Note:- This is a true copy of the original of C.S.No.3/412 Area 5128 sq.yds. out of the above remarks
was the area of its property reduced to 1322 sq.yds. i.e. 1106 sq.yds.
vide Inward No. 10000 dated 10.10.1966 (Sub Div. Plan)

Name of Applicant: RED STAR GROUP
Date of Application: 05/06/2017
Fee recovered: Rs.00000169.00
Reference of Issue: 2020202170
Date of Issue : 12 JUN 2017

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II * MUMBAI *

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Annexure "C"

Shabbir S. Kapadia

3, Aman Apts. Gr. Floor, Plot No. 34A
5th Road, Near Jain Temple, Khar (W), Mumbai-400052
Tel.:2648 4018 / 0365 6501 4171 Fax: 2600 6030
Email : shabbirkapadia@yahoo.com, kapadia.shabbir@gmail.com

TO WHOM SO EVER IT MAY CONCERN.

Under instructions of my clients Redstone Realtors I have perused the Title Report 28th April, 2006 issued by M/s. Amarchand & Mangaladas & Suresh A. Shroff & Co., Advocates & Solicitors and the Title Certificate dated 3rd October, 2009 issued by Mr. R. R. Kalekar, Advocate in respect of the title of Gunnebo India Limited (formerly Steelage Industries Ltd.) to the property described in the Schedule hereunder written and have to state that the title of the Owners to the said property is clear and marketable. Copies of the said Report and Certificate are hereto annexed and marked "A" & "B".

THE SCHEDULE ABOVE REFERRED TO:

Part I
[Description of the Leasehold land]

ALL THAT piece or parcel of Government leasehold land or ground together with the messuages tenements or dwelling bungalows, outhouses, godowns and stables standing thereon admeasuring 12850 square yards (equivalent to 10,743.6 square meters) or thereabouts and freehold land admeasuring 22 square yards (equivalent to 185.61 square meters) or thereabouts together with the buildings and structures standing thereon, situate at 156, Dr. Mascarenhas Road (formerly known as "Mount Road"), Mazagaon, Mumbai 400010 bearing Collector's Old No. 27, New No. 16256, Old Survey No. 671 and New Survey No. 3661 and bearing Cadastral Survey No. 412 of Mazagaon Division.

Part II
[Description of the Freehold land]

ALL THAT piece or parcel of freehold land or ground together with all the messuages and tenements standing thereon situate at 156, Dr. Mascarenhas Road (formerly known as "Mount Road"), Mazagaon, Mumbai 400010 in the Registration Sub-District of Bombay admeasuring 222 square yards (equivalent to 185.61 square meters) or thereabouts bearing New Survey No. 3661 and bearing Cadastral Survey No. 412 of Mazagaon Division.

Dated this 2nd day of January, 2012.

Shabbir Kapadia
Advocate & Solicitor

JOINT SUB-REGISTRAR, MUMBAI CITY-2 MUMBAI

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repair history, similarly to check & to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of M.C.G.M.

(a) Ownership documents.
(b) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans.
(c) Copies of soil investigation reports.
(d) R.C.C. details and canvass mounted structural drawings.
(e) Structural Stability Certificate from Licensed Structural Engineer.
(f) All details of repairs carried out in the buildings.
(g) Supervision certificate issued by the Licensed Site Supervisor.
(h) Building Completion Certificate issued by Licensed Surveyor/ Architect.
(i) NOC and completion certificate issued by the C.F.O.

9. That the developer shall not submit the registered undertaking & indemnity bond that the conditions mentioned at Sr. No.8 will be incorporated in the sale agreement & the same will be informed to the prospective society/ end user.

10. That the supervision certificate shall be submitted periodically from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(ix) regarding satisfactory construction on site.

11. That the Structural stability of building after carrying out construction of service ducts in the existing structure shall be submitted before.

A copy of set of amended plans duly stamped/signed is hereby returned as a token of approval.

Yours faithfully,

sd

Executive Engineer,
Building Proposals(City)-II

No.EB / 2476 / E / A dt 11/6/15

Copy to 1. The Owner,
M/s. Redstone Realtors,
A-102, Rizvi Palace,
Hill Road, Bandra (West),
Mumbai 400 050.

2. Designated Officer, Asstt.Eng.(B.&F.) 'E' Ward,
3. A.E.W.W. 'E' Ward,
4. Dy.A.& C. City
5. Chief Officer, M.B.R.& R. Board

11/6/15

Executive Engineer,
Building Proposals(City)-II

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Rota : 5000 (Gen-983:21.4.99)DyChE(BP)e-I

Annexure "C-1"

(7)

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/12476 / E / A of 28/3/07

COMMENCEMENT CERTIFICATE

To,

M/s Redstone Realtors
102/A Kizvi palace
Hill Road, Bandra (W)
Mumbai 400050

Ex. Eng. Bldg. Porposal (City) - I
'E' Ward Municipal Offices 3rd Floor,
10 S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

Sir,

With reference to your application No. 735 dated 13/1/07 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry out development for Proposed Bldg Nos 2 on property bearing CS No 1/12 1/1A 2/1A 3/1A 4/1A & 4-A/1A of Mazgaon Div and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. 2 on Plot No./C.S.No./C.T.S. No. Maz Gaon Division/ Village/Town Planning Scheme No. — Situated at Road / Street Dr Mascarenhas Road, Ward E the Commencement Certificate/ Building permit is granted on the following conditions:-

1) The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

3) The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4) This permission does not entitle you to develop land which does not vest in you.

5) This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years; provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6) This certificate is liable to be revoked by the Municipal commissioner for Greater Mumbai, if :-

a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanction plans.

b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

c) The Municipal commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

P.T.O.

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. H.B. Mane Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act. This C.C. is granted upto plinth level for phase 2 as per approved phase programme dt. 23/3/07

This Commencement Certificate is valid upto 27/3/08

EB/2476/E/A dt 03.09.2014

This C.C. is further extended upto 26th upper Floor above podium floor (i.e. 111.00 mt) i.e. full C.C. as per last amended approved plan dt 20.4.2013.

For and behalf of Local Authority
The Municipal Corporation of Greater Mumbai.

Assistant Engineer
Building Proposals (City)/(R&R)

EB/2476/E/A dt 31/9/14

This C.C. is endorse as per last ~~amended~~ approval amended plan dt. 11-6-2015

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/2476/E/A dt 03.06.09

This C.C. is endorsed upto plinth level of building No 2 Sale as per FOD under D.C. Regn. 33(7) dt 3/5/2009

EB/2476/E/A dt 16/6/2010

This C.C. is extended upto Ground + 5th Podium level only

EB/2476/E/A dt 13/4/2011

This C.C. is further extended upto 6th upper Residential floor above podium level as per phase-II i.e. upto ht 49.20 m.

EB/2476/E/A dt 16/9/11

This C.C. is further extended upto 8th upper Resi. Fl. above 3rd podium level as per phase III ht. 55.80 mts.

EB/2476/E/A dt 8/2/12

This C.C. is further extended up to 13 upper Podium above floor (i.e. 68.10 m) as per last amended approved plan dt 29/12/2011

THE JOINT SUB-REGISTRAR, MUMBAI CITY-II

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Annexure (Sem) C-2

MUNICIPAL CORPORATION OF GREATER MUMBAI
No.EB / 2476 / E / A

To,
M/s. Bhalwankar & Associates,
Architects,
101, Sarkar Plaza,
Opp. St. Joseph's Convent,
Hill Road, Bandra (West),
Mumbai - 400 050.

Ex. Eng. Bldg. Proposal (City) -II
New Municipal Building, C. S. No.355 B,
Bhagwan Valmiki Chowk, Vidyalankar Marg,
Opp. Hanuman Mandir,
Salt Pan Road, Antophill, Wadala (East)
Mumbai - 400 037.

Sub: Proposed building No.2 on property bearing C.S. No.412, 1/412, 2/412, 3/412, 4/412, & 4A/412 of Mazgaon Division at Dr. Mascarenhas Road, 'E' Ward, Byculla, Mumbai.

Ref: Your letter dated 11.12.2014.

Sir,

With reference to above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions :

1. That all the conditions of I.O.D. under even No. dated 8.5.2009 and amended plan approved letter dated 28.12.2011, 20.4.2013 shall be complied with.

2. That the revised structural design/calculations/details/drawings shall be submitted before endorsement of C.C.

3. That the Regd. Undertaking against misuse of part terrace proposed at 26th floor, Society Office/Fitness Centre shall be submitted before endorsement of C.C.

4. That the C.C. shall be got endorsed as per the amended plan.

5. That the work shall be carried out strictly as per approved plan.

6. That the final structural stability certificate shall be submitted before asking for B.C.C.

7. That the following documents shall be compiled, preserved and handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate by M.C.G.M.
   (a) Ownership documents;
   (b) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans.
   (c) Copies of soil investigation reports.
   (d) R.C.C. details and canvass mounted structural drawings.
   (e) Structural Stability Certificate from Licensed Structural Engineer.
   (f) All details of repairs carried out in the buildings.
   (g) Supervision certificate issued by the Licensed Site Supervisor.
   (h) Building Completion Certificate issued by Licensed Surveyor/ Architect.
   (i) NOC and completion certificate issued by the C.F.O.

8. That the registered sale agreement incorporating the following conditions shall not be submitted to this office.

(I) That the prospective society / end user shall not preserve & maintain the following documents / plans & subsequent periodical structural audit reports &

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repair history, similarly to check & to carry out fire safety audit time to time as per requirement of C.F.O. through the authorized agency of M.C.G.M.

(a) Ownership documents.
(b) Copies of I.O.D., C.C., subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans.
(c) Copies of soil investigation reports.
(d) R.C.C. details and canvass mounted structural drawings.
(e) Structural Stability Certificate from Licensed Structural Engineer.
(f) All details of repairs carried out in the buildings.
(g) Supervision certificate issued by the Licensed Site Supervisor.
(h) Building Completion Certificate issued by Licensed Surveyor/ Architect.
(i) NOC and completion certificate issued by the C.F.O.

9. That the developer shall not submit the registered undertaking & indemnity bond that the conditions mentioned at Sr. No.8 will be incorporated in the sale agreement & the same will be informed to the prospective society/ end user.

10. That the supervision certificate shall be submitted periodically from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per D.C.Reg.5(3)(ix) regarding satisfactory construction on site.

11. That the Structural stability of building after carrying out construction of service ducts in the existing structure shall be submitted before.

A copy of set of amended plans duly stamped/signed is hereby returned as a token of approval.

Yours faithfully,

—sd—

Executive Engineer,
Building Proposals(City)-II

No.EB / 2476 / E / A dt 11/6/15

Copy to 1. The Owner,
M/s. Redstone Realtors,
A-102, Rizvi Palace,
Hill Road, Bandra (West),
Mumbai 400 050.

2. Designated Officer, Asstt.Eng.(B.&F.) 'E' Ward,
3. A.E.W.W. 'E' Ward,
4. Dy.A.& C. City
5. Chief Officer, M.B.R.& R. Board

11/6/15

Executive Engineer,
Building Proposals(City)-II

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BPC2/E-2476

Annexure "D"

PROPOSED BUILDING NO.2, ON LAND BEARING C.S.NO. 412, 1/412 , 2/412 , 3/412, 4/412, & 4A/412, OF MAZGAON DIVISION AT DR. MASCARENHAS ROAD, IN E-WARD, BYCULLA, MUMBAI

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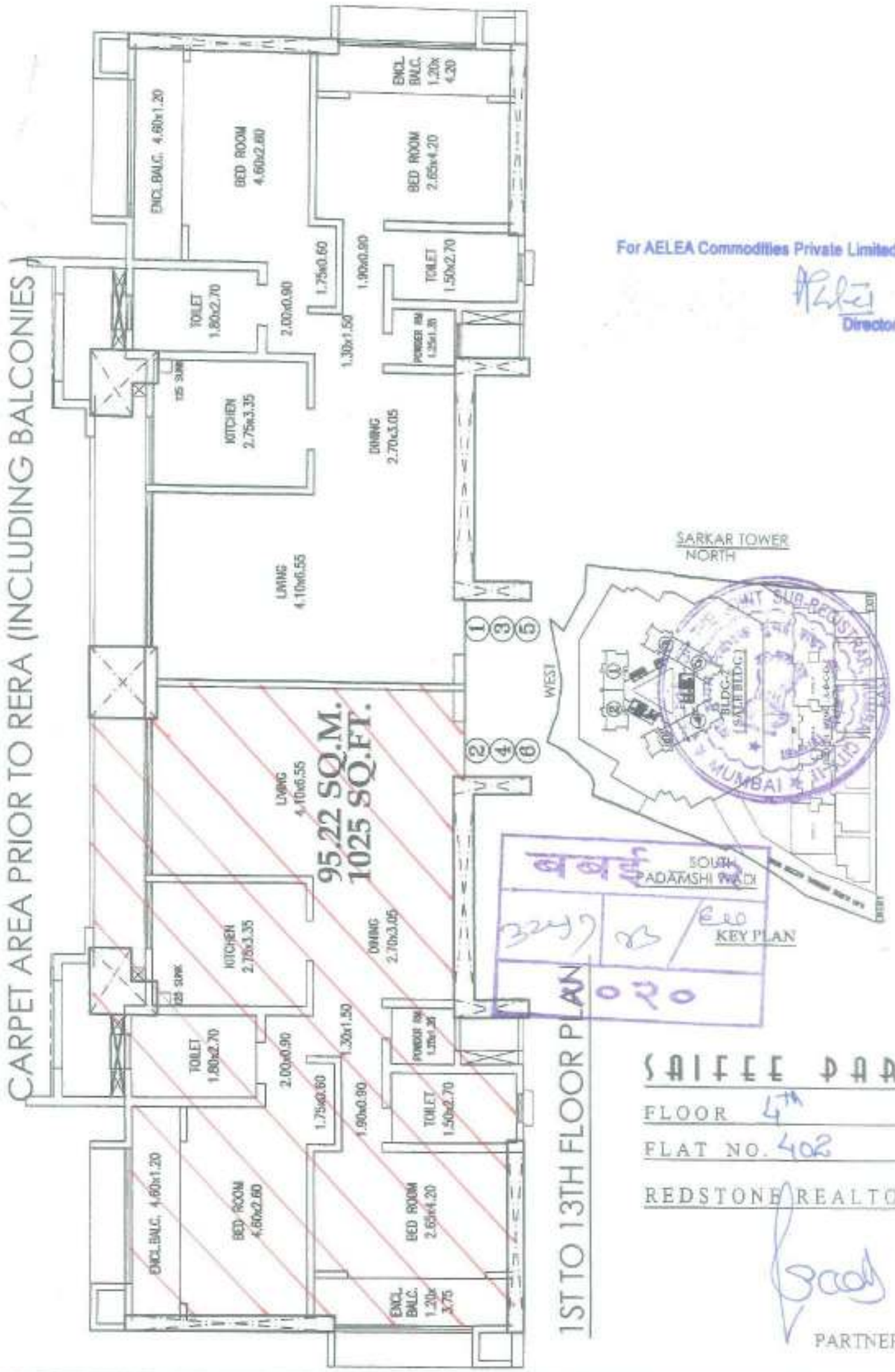

For AELEA Commodities Private Limited

Director

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020

SAIFEE PARK

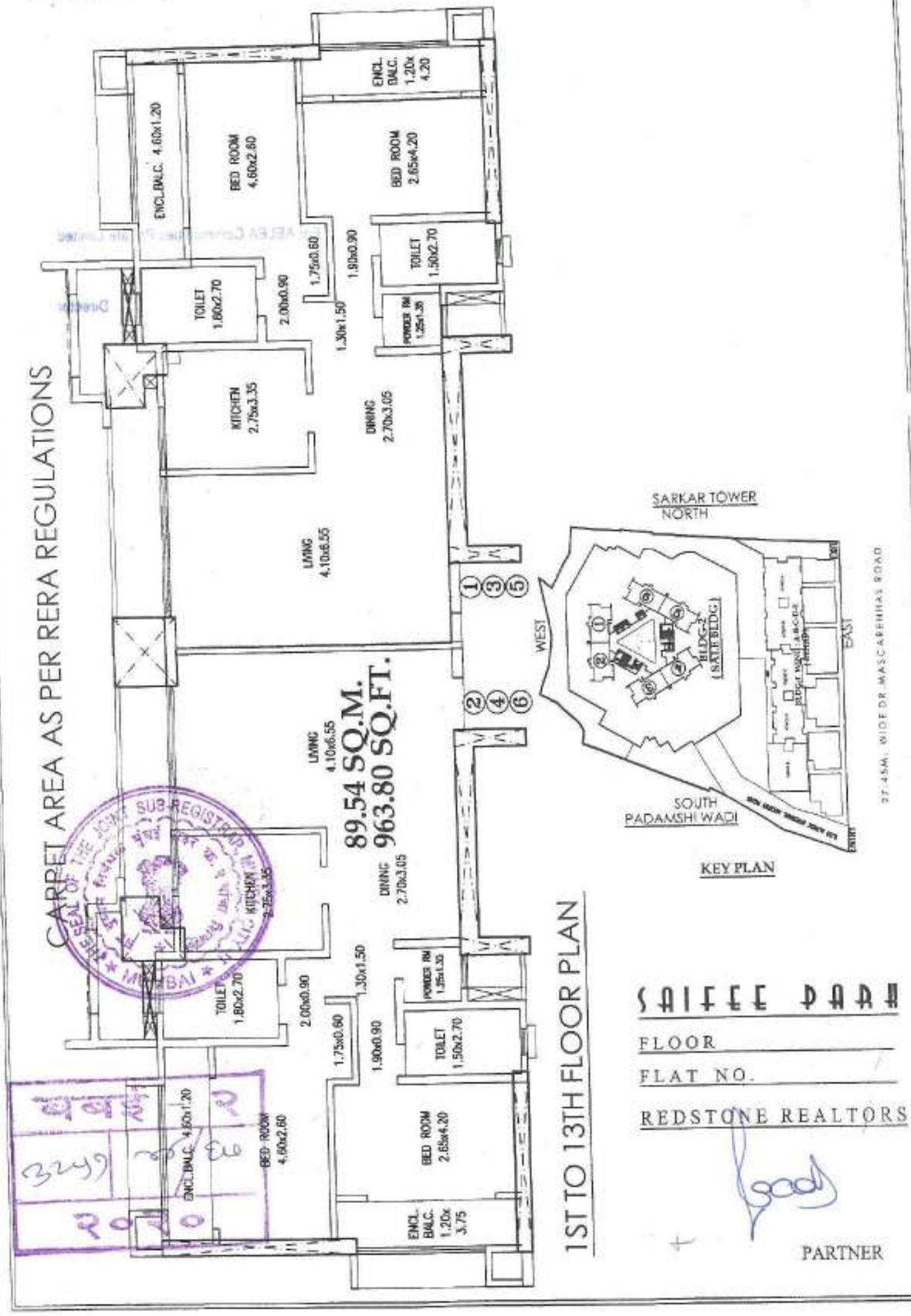
FLOOR 4th

FLAT NO. 402

REDSTONE REALTORS

PARTNER

PROPOSED BUILDING NO.2, ON LAND BEARING C.S.NO. 412, 1/412 , 2/412 , 3/412, 4/412, & 4A/412, OF MAZGAON DIVISION AT DR. MASCARENHAS ROAD, IN E-WARD, BYCULLA, MUMBAI



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ANNEXURE "E"

SPECIFICATIONS & AMENITIES

BUILDINGS :

The structure will be in R. C. C. frame. External walls shall be **9"** patent brick or **6"** concrete blocks and partitions walls will be in single brick work. Internal plaster shall be neeru finished and external walls shall be sand faced plaster and cement painted. All internal walls, ceiling shall be finished in superior paint. Five **(5)** Mitsubishi lifts of capacity of Ten **(10)** persons each will be provided.

DOORS :

All entrance doors shall be teak wood panel or flush doors with teak wood veneer from one side and all necessary fittings. The bedroom and kitchen doors shall also be flushed doors with enamel paint or hand polish having brass fittings. The bath W. C. shall be paneled doors partly glazed with necessary brass fittings.

WINDOWS :

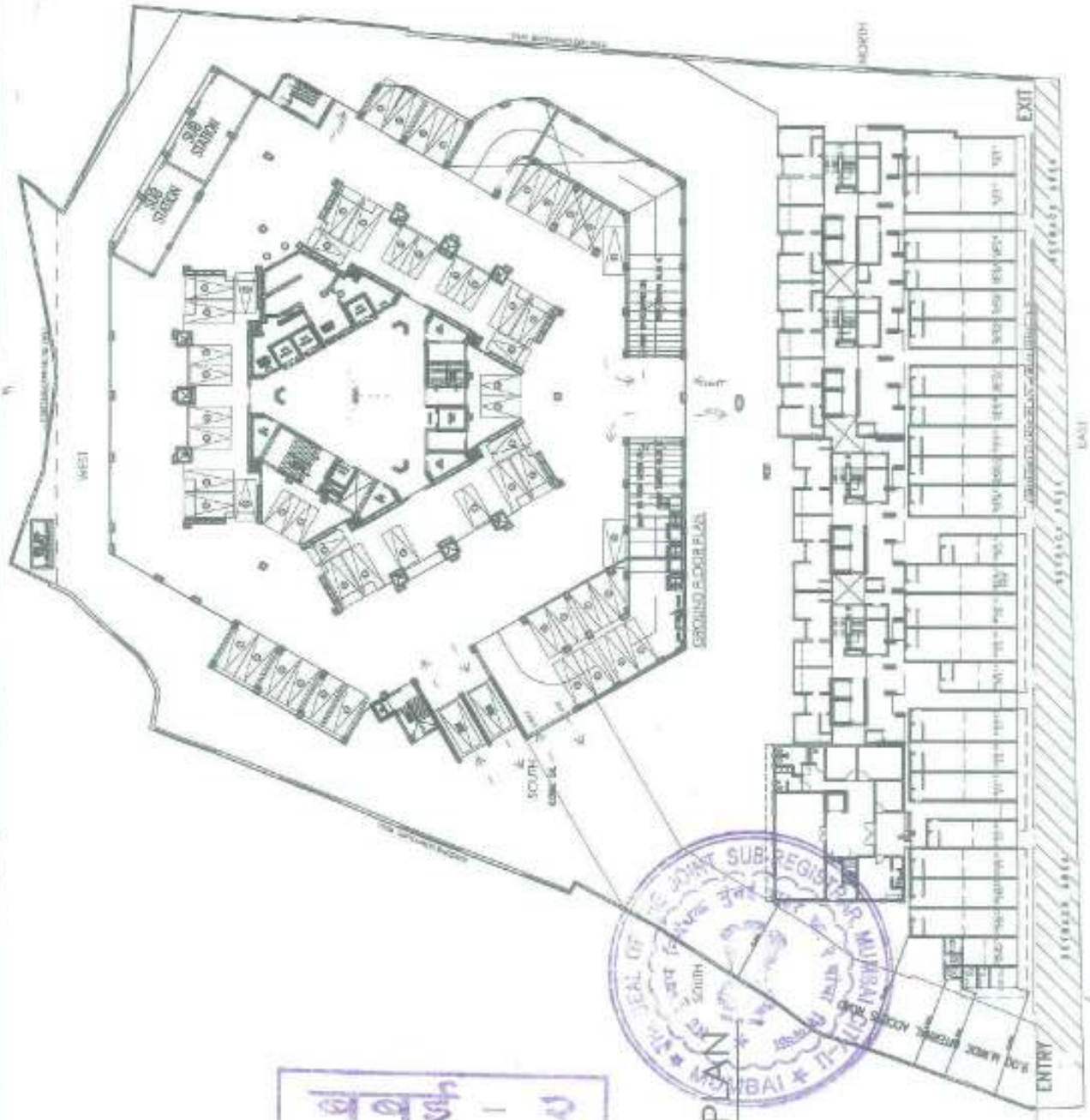
Powder coated heavy section aluminum sliding windows.

SIGNIFICANT FEATURES :

Earthquake resistance, beautiful elevation, posh entrance lobby, intercom security system.

Annexure - F

PROPOSED BUILDING NO.2, ON LAND BEARING C.S.NO. 412, 1/412 , 2/412 , 3/412, 4/412, & 4A/412, OF MAZGAON DIVISION AT DR. MASCARENHAS ROAD, IN E-WARD, BYCULLA, MUMBAI



GROUND FLOOR PLAN

SAIFEE PARK

REDSTONE REALTORS

PARTNER

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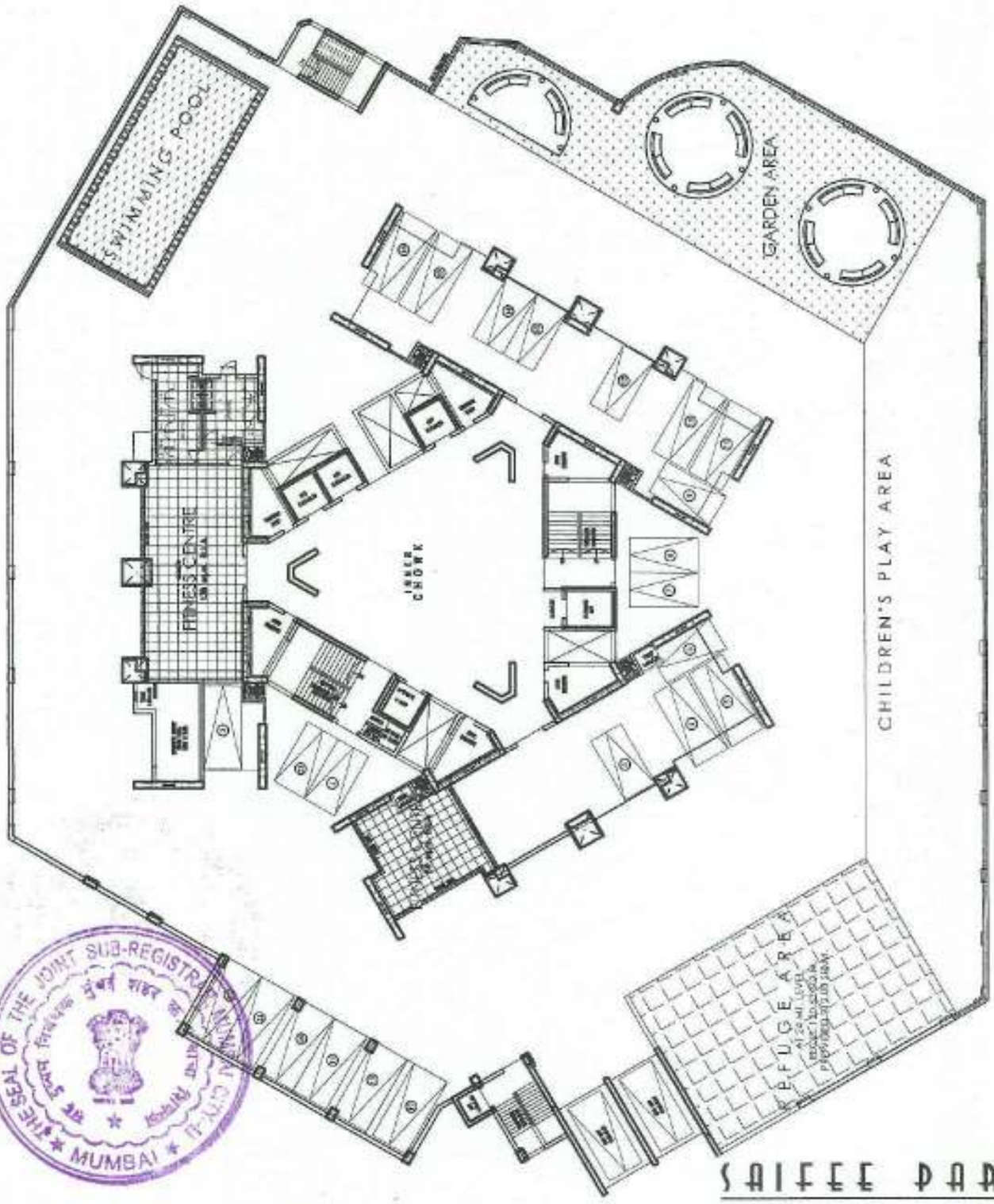
Annexure - 'G'

PROPOSED BUILDING NO.2, ON LAND BEARING C.S.NO. 412, 1/412 , 2/412 , 3/412, 4/412, & 4A/412, OF MAZGAON DIVISION AT DR. MASCARENHAS ROAD, IN E-WARD, BYCULLA, MUMBAI



TERRACE (6TH) FLOOR PLAN OF AMENITIES FOR BUILDING-2

SAIFEE PARK

THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI

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REDSTONE REALTORS

PARTNER

1525

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
FULL OCCUPANCY Under Regulation 6(7)* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)*
[EB/2476/E/A of 13 July 2017]

To,
M/S. Red Stone Realtors.
Everest Co-op. HSG. Plot No. NA / 164,Hill Road, Bandra West. Mumbai - 50.

Dear Applicant/Owners,

The full development work of **Residential** building comprising of **GR+ 5 LEVEL PODIUM PARKING +6TH PODIUM (PARKING+GARDEN) + 1ST TO 25TH RESIDENTIAL +26TH PART RESIDENTIAL** of height- 116.40 mt. and 120.87 mts up to O.H **Tanks and Lift M/c Rooms except for Passenger Lift nos. 3, 4 , 1 podium lift and two car lifts with car parking** area on **6th level podium** on plot bearing C.S.No./CTS **No. 412, 1/412 to 2/412, 3/412, 4/412 & 4 - A 412** , of Division **Mazgaon** at **Mascrenhas Road** is completed under the supervision of Shri. **RATANKUMAR BAHUBALI BHALWANKAR** Architect , Lic. No. **CA/77/3652** , Shri. **Kamlakar N. Hadkar** , RCC Consultant, Lic. No. **STR/H/12** and Shri. **HEMCHANDRA SELWALKAR** , Site supervisor. Lic.No. **B-70/SS/-III** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer **u/no. FB/HRC/R-1/01 dated 17 May 2017** . The same may be occupied and completion certificate submitted by you is hereby accepted.

Copy To :
1. Asstt. Commissioner, E Ward
2. A.A. & C. , E Ward
3. EE (V), City
4. M.I. , E Ward
5. A.E.W.W. , E Ward
6. Architect, RATANKUMAR BAHUBALI BHALWANKAR, 101,SARKAR PLAZA, 1ST FLOOR, JOSEPH.S CONVENT ,HILL ROAD BANDRA,(W)

For information please

Document certified by
Chandrakant Pundlik Metkar
<cp.metkar@yahoo[illegible]>
Name : Chandrak[illegible]ndlik Metkar
Designation : E[illegible]ve Engi[illegible]
Orga[illegible]icipal Corpora[illegible]reater Mumbai
Date : 20-Ju[illegible]2017 12: 29:39

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
E Ward

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pmw

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L.) NO.3086 OF 2016

M/s. Redstone Realtors & Anr. ... Petitioners
Versus
State of Maharashtra and Ors. ... Respondents

Mr. A.G. Damle, Senior Counsel a/w Mr. Omkar Kulkarni i/by Mr. S.S. Phatale for the Petitioners.

Mr. L.T. Satelkar, AGP for the Respondent No.1.

CORAM : A.S. OKA &
ANUJA PRABHUDESSAI, JJ.

DATE : 15th DECEMBER, 2016d

P.C.

Not on board. Taken on board.

1. Heard the learned Senior Counsel appearing for the Petitioners and the learned Additional Government Pleader for the Respondents. There are two challenges in the Petition. The first challenge is to the communication dated 10th May, 2016 which is at Exhibit – G to the Petition. By the said communication, the Collector has directed the Deputy Inspector General of Registration, Old Custom House, Fort, Mumbai not to register documents in relation to 1282 properties. Prima facie, we are of the view that the Collector has no jurisdiction to issue a direction to the Authorities under the Indian

Registration Act, 1908 not to register a document tendered for registration only on the ground that permission/consent of the State Government/ Collector is not obtained for execution of the documents.

2 If a document is validly tendered for registration which otherwise satisfies all the requirements of the Indian Registration Act, 1908, the same has to be accepted by the Registration Authorities and register the same in accordance with law.

3 The second challenge is to the communication dated 15th October, 2016 by which an amount is demanded on account of unearned income of alleged unauthorised assignment of lease in respect of a Government land in favour of the first Petitioner. It refers to application dated 15th September, 2006 made by one Shri Vinayak A. Pangam for seeking permission for transfer of lease.

4 Not a single document is annexed to the Petition which shows that a permission of the Competent Authority of the State Government was obtained for assignment of lease in respect of the Government land in favour of the first Petitioner.

5 Reliance is placed on an order made by the Hon'ble Minister of Revenue Department dated 2nd September, 2007. The said order deals with the renewal of lease in respect of the property in

question. The said order proceeds on the footing that not the first Petitioner but M/s. Ganebo Steelage Industries Private Limited were the lessees when the said order was passed. It also refers to the fact that by an assignment dated 13th September, 2006 M/s. Gunnebo Steelage Industries Private Limited purported to assign the lease in favour of the first Petitioner. The second page of the order records that as the assignment was made without permission of the State Government, there is already a direction issued to deposit unearned income specified in the said order. Thus, the order of the Hon'ble Minister on which reliance is placed by the Petitioner itself proceeds on the footing that the assignment in favour of the first Petitioner was made without permission of the State Government. In the conclusions only a prima facie finding is recorded that considering the conditions of Sanad and conditions of lease, the original lessee was entitled to transfer the land. The said finding is a prima facie finding as specifically mentioned on page 47 of the said order. Thus, in our opinion, the order of the Hon'ble Minister does not record a finding that the assignment in favour of the first Petitioner is legal and valid.

6 There is one more important aspect of the matter. The order of the Hon'ble Minister is of September, 2007 which itself records that a demand of unearned income which is reflected from the

impugned communication dated 15th October, 2016 was already made by the Government. In fact the impugned communication dated 15th October, 2016 refers to the said demand made by a letter dated 13th September, 2006. In any case in the year 2007, the first Petitioner was fully aware of the demand. There is nothing stated in the Petition to indicate that at any time from 2007 to 2016, any attempt was made by the Petitioners to challenge the said demand.

7 Therefore, as of today, no case is made out for grant of ad-interim relief as regards the communication dated 15th October, 2016.

8 By way of ad-interim relief, we direct that notwithstanding the communication dated 10th May, 2016 (Exhibit – G to the Petition), if any document is tendered in relation to the property subject matter of this Petition before the Registration Authority, the same shall be accepted and subject to compliance with requirements of the Indian Registration Act, 1908 the same shall be registered. We make it clear that this ad-interim order as well as registration of the documents will not amount to the acceptance of the rights of the first Petitioner.

9 Place the Petition on 5th January, 2017 under the caption of "Fresh Admission".

(ANUJA PRABHUDESSAI, J) (A.S. OKA, J)

घोषणापत्र

मी श्री. राकेश गंगाराम कायिथी वय २९ वर्षे, धंदा नोकरी, रा. 501, मुवरेस्ट सि. प्रा. मर्य. लि., लिंक रोड, बोरीवली मुं - 50 याद्वारे घोषित करतो की, दुय्यम निबंधक, मुंबई यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मे. वेस्टोन रियाल्टर्स तर्फे भागीदार शकील एस यांनी दि. 28/02/2017 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/ निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून घेणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णत: सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक - 30/6/2020

कुलमुखत्यारपत्रधारकाचे नांव व सही

THE JOINT SUB-REGISTRAR, MUMBAI CITY-II MUMBAI

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CHALLAN

MTR Form Number-6

GRN MH-[illegible]TE	BARCODE	Date 27/02/2017-18:00:35	Form ID 48(f)

Department: Inspector General Of Registration		Payar Details	
Type of Payment: Stamp Duty Registration Fee		TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name: BOM1_MUMBAI CITY 1 SUB REGISTRAR		Full Name	MS REDSTONE REALTORS
Location: MUMBAI			
Year: 2016-2017 One Time		Flat/Block No. Premises/Building	GROUND FLOOR 166 D OPP ST ISABEL HIGH SCHOOL

Account Head Details	Amount in Rs.
[illegible] Stamp Duty	500.00
[illegible] Registration Fee	100.00
Total	600.00

Road/Street	DR MASCRENSHAS ROAD
Area/Locality	MAZGAON MUMBAI
Town/City/District	
PIN	4 0 0 0 1 0
Remarks (If Any)	SecondPartyName=MR RAKESH GANGARAM KAYITHI~
Amount in Words	Six Hundred Rupees Only

Payment Details: IDBI BANK	FOR USE IN RECEIVING BANK		
Cheque-DD Details	Bank CIN	Ref. No.	68103332017022713241 115629358
Cheque DD No.	Date		27/02/2017-18:01:26
Name of Bank	Bank-Branch		IDBI BANK
Name of Branch	Scroll No , Date		Not Verified with Scroll

Mobile No. : Not Available

THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI CITY-II MUMBAI

THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI CITY-I MUMBAI

Page 1/1

Print Date 27-02-2017 04:01:33

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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME, I SHAKEEL AFZAL LADAK Partner of Redstone Realtors having registered office at Everest Co-operative Housing Society Ltd, 501, 5th Floor, Plot No. NA/164, Next to Rebello House, Hill Road, Bandra (West), Mumbai - 400 050 and administrative office at Ground Floor, 166/D OPP ST Isabel High School, Dr. Mascrenshas Road, Mazgaon, Mumbai-400010 do hereby send greeting.

WHEREAS Redstone Realtors is in the business of development of immovable property.

AND WHEREAS for the aforesaid purpose I have to execute and enter into various agreement deeds, documents, instruments and writings including Development Agreement, Alternate Accommodation Agreement, Agreement for Sale, Conveyances, Indenture, Agreement to Assignment, Sale Deeds, Rectification Deed, Lease Deed, Leave and License Agreements, Declaration, Indemnity, Transfer documents including agreements with the tenants, Tenancy Transfer Agreement, Tenancy Creation Agreement, Surrender of Tenancy, Rectification Deed, Affidavit, Undertaking etc. (hereinafter referred to as "the Said Documents") have the same or any one or more of them registered under the provisions of the applicable laws, and to appear before and present to and lodge with the Sub-Registrar of Assurances appointed under Registration Act 1908 at Mumbai, Mumbai Suburban District Maharashtra and/or other places in India and/or any other Officer or officers or any Appropriate Registering Authority for that purpose and admit execution thereof;

AND WHEREAS due to my preoccupation with my business activities I am unable to attend the office of the sub-registrar to admit and lodge the said agreements and documents to complete the said formalities with regards to the registration of the same.

AND WHEREAS for the aforesaid purpose I hereby authorized, empowered and appoint on my behalf Mr. **Rakesh Gangaram Kayithi** Indian Inhabitant

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बुक - २
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Residing at Flat No.1002, 10th floor , Bldg no. SRA 8, S.S Sundar Nagar, Century Bazar, Prabhadevi, Mumbai – 400 025, to present, lodge and admit execution of said Documents.

NOW KNOW AND THESE PRESENTS WITHNESS THAT I, SHAKEEL AFZAL LADAK, Partner of M/s. Redstone Realtors, doth hereby nominate, constitute and appoint **Mr. Rakesh Gangaram Kayithi** (hereinafter referred to as "the said Attorney) to be my true and lawful Attorneys for the following Purpose viz.

1) To present and lodge any necessary document including various agreement deeds, documents, instruments and writings including Development Agreement, Alternate Accommodation Agreement, Agreement for Sale, Conveyances, Indenture, Agreement to Assignment, Sale Deeds, Rectification Deed, Lease Deed, Leave and License Agreements, Declaration, Indemnity, Transfer documents including agreements with the tenants, Tenancy Transfer Agreement, Tenancy Creation Agreement, Surrender of Tenancy, Rectification Deed, Affidavit, Undertaking etc, (hereinafter referred to as "the Said Documents") have the same or any one or more of them registered under the provisions of the applicable laws, and to appear before and present to and lodge with the Sub-Registrar of Assurances appointed under Registration Act 1908 at Mumbai, Mumbai Suburban District, Maharashtra and/or other places in India and/or any other Officer or officers or any Appropriate Registering Authority for that purpose and admit execution thereof;

2) To do all other acts, deeds, matters and things as may be from time to time required under the provisions of the Indian Registration Act, 1908 and/or any other law for the time being in force which may be required or necessary for the due registration of the said Documents and to expedite and to complete the registration thereof in all respects

AND I DO HEREBY agree and confirm all and whatsoever my said attorneys shall do or purport to do or cause to be done by virtue of these presents.

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THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI CITY-1 MUMBAI

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(K)

In witness whereof we have set and subscribed our hand to these present this 28th day of **FEBRUARY** 2017

Signed and Delivered by the)

Within named **Mr. Shakeel A. Ladak**)

Partner of M/s. Redstone Realtors)

In the presence of .....)

1) Husain Mala

2) Zahir Bhopalwala

Acceptance -Cum -Confirmation

I, **Rakesh Gangaram Kayithi**, residing at Flat No.1002, 10th floor , Bldg no SRA 8, S.S Sundar Nagar, Century Bazar, Prabhadevi, Mumbai – 400 025, the attorney above named do hereby accept to act as duly constituted attorney of the Executant above named as per this Power Of Attorney being executed. My specimen signature is made hereunder in confirmation of the same.

Rakesh

(Rakesh Gangaram Kayithi)

THE JOINT SUB-REGISTRAR, MUMBAI CITY-II ★ MUMBAI ★

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THE JOINT SUB-REGISTRAR, MUMBAI CITY-II ★ MUMBAI ★

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बृहन्मुंबई विद्युत पुरवठा आणि परिवहन उपक्रम

(बृहन्मुंबई महानगरपालिका)

Consumer No.	33
Zone	E
Division	NORTH
Supply Code	LT VII B
Consumer Id	200251-K-X
Sanction Load	150.000 KW
Amount Payable	46650.00

Bill No.	Supply Type	Reading Date	Reading	Consumption	Bill Days	Amount	PF (%)	Billed (KVA)
Y002012	LT VII B/B	308	412	00.300	180	160.00		

Bill Date	07/05/2013
Bill Amount	₹ 30619.00
Bill Number	30942

Electricity Duty	3362.00
Fixed Charges	7554.20
Energy Charges	1679.40
Fuel Adjustment Charges	1448.80
Wheeling Charges	2012.64
Meter Rent	170.40
Total Current Charges (अ)	18164.64
Previous Arrears	283.13
Total Payable (अ+ब)	18464.24
Security Deposit	53214.63
Payable Amount (क)	14154.63
Payable Amount (अ+ब+क)	30619.00

Billing Period	16/03/2013 - 15/04/2013
Due Date	16/05/2013
Last Payment Date	21/03/2013

Security Deposit Balance	Current Month Adjustment	Total Deposit Balance
53214.63	39650.00	13564.23

THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI

बृहन्मुंबई - १

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आयकर विभाग
INCOME TAX DEPARTMENT
REDSTONE REALTORS

भारत सरकार
GOVT. OF INDIA

29/05/2008

Permanent Account Number

AAIFR5822K

भारत सरकार
GOVERNMENT OF INDIA

Bhaveel Afzal Lacai

DOB: 16/07/97

पुरुष / Male

5511 6112 7384

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
GOVT. OF INDIA

राकेश गंगाराम कायती
Rakesh Gangaram Kayati
DOB: 19-08-1990
Gender: Male

2667 9639 5947

आधार - आम आदमी का अधिकार

ब

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स्थायी लेखा संख्या (PERMANENT ACCOUNT NUMBER

AESPB1537M

नाम NAME

ZOHER ENAYAT BHOPALWALA

पिता का नाम FATHER'S NAME

ENAYAT BHOPALWALA

जन्म तिथि DATE OF BIRTH

02-06-1980

हस्ताक्षर SIGNATURE

आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

MOHSAIN M BALA

MOHAMMAD ZAHIUDDIN BALA

08/12/1987

PERMANENT ACCOUNT NUMBER

ALXPB52748

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II * MUMBAI *

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THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II * MUMBAI *

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मुद्रांक -		

THE SEAL OF THE JOINT SUB-REGISTRAR MUMBAI CITY-1 ★ MUMBAI ★

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दस्त गोषवारा भाग-2

बबई1
दस्त क्रमांक:817/2017

दस्त क्रमांक :बबई1/817/2017
दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:राकेश गंगाराम कांबिळी पत्ता:प्लॉट नं: 1002, माळा नं: 10 वा मजला , इमारतीचे नाव: बिल्डींग नं एम आर ए 8 , ब्लॉक नं: - रोड नं: एम एस सुंदर नगर सेन्चुरी बझार प्रभादेवी , महाराष्ट्र, मुम्बई. पॅन नंबर:BHVPK2483E	पॉवर ऑफ अटॉर्नी होल्डर वय :-26 स्वाक्षरी:-		
2	नाव:मे रेडस्टोन रीयल्टर्स तर्फे भागिदार शकील ए लडाक पत्ता:-, तळ मजला , 166 डी ऑपलिट सेंट इसाबेल हायस्कुल , -, मार्कोनेहस रोड माझगाव , डॉक्यार्ड रोड, MAHARASHTRA, MUMBAI, Non-Government पॅन नंबर:AAJFR9822K	कुलमुखत्यार देणार वय :-41 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत कुलमुखत्यारपत्र धा दस्त ऐवज करून दिल्याचे कबुल करतात.
सिक्का क्र.3 ची वेळ:28 / 02 / 2017 04 : 58 : 58 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:जोहर ईनायत भोपालवाला वय:48 पत्ता: 124/125, अजय अपार्टमेन्ट 16 हंसराज सेन भायखळा पिन कोड:400020		
2	नाव:हुसैन एम माला वय:29 पत्ता:109/110 पुरानी सीएचएस लि बिल्डींग नं 2 [illegible] वर्ष भायंदर पश्चिम पिन कोड:401101		

शिक्का क्र.4 ची वेळ:28 / 02 / 2017 04 : 59 : 01 PM

शिक्का क्र.5 ची वेळ:28 / 02 / 2017 04 : 59 : 51 PM नोंदणी पुस्तक 4 मध्ये

दुय्यम निबंधक, मुंबई-1

प्रमाणित करणेत येते की या दस्तामध्ये एकूण ..... पाने आहेत
पुस्तक क्रमांक 4 बबई-१/.....
अन्वये नोंदला
दिनांक 28 FEB 2017

(श्री. डी. एम. खरटमल)
सह. दुय्यम निबंधक मुंबई शहर क्र. १.

EPayment Details

Sr.	Epayment Number	Challan Number
1	MH008833280201617E	00864672242201617

बबई - २
३२५७ | ८०/८८०
२०२०

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.sarita@gmail.com

Summary1 (GoshwaraBhag-1)

मंगळवार,28 फेब्रुवारी 2017 5:01 म.नं.

दस्त गोषवारा भाग-1

बबइ1
दस्त क्रमांक: 817/2017

दस्त क्रमांक: बबइ1 /817/2017

बाजार मुल्य: रु. 01/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. बबइ1 यांचे कार्यालयात
अ. क्र. 817 वर दि.28-02-2017
रोजी 4.42 म.नं. वा. हजर केला.

पावती:1173 पावती दिनांक: 28/02/2017

सादरकरणाराचे नाव: मे रेडस्टोन रीयल्टर्स तर्फे भागिदार शकील ए अब्राक

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 180.00
पृष्ठांची संख्या: 9	
एकुण:	280.00

दस्त हजर करणाऱ्याची सही:

दुय्यम निबंधक, मुंबई-1

दुय्यम निबंधक, मुंबई-1

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क 48-अ नुसार जेव्हा एकाच व्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याच्या एकमेव प्रयोजनासाठी किंवा अशा एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबुल करण्यासाठी केला असेल तेव्हा

दिनांक 1 28-02-2017 04 : 30 : 54 PM ची वेळ: (सादरीकरण)

दिनांक 2 28-02-2017 04 : 43 : 02 PM ची वेळ: (फी)

प्रतिज्ञापत्र

"सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. "दस्त... [illegible] सही, साक्षीदार व सोबत जोडलेले कागदपत्रांचे [illegible] [illegible] असता, पिता कायदेशीर वारसांसाठी दस्त निष्पादक व कुलमुखत्यारपत्र हे [illegible] राहतील.

लिहून देणारे:

लिहून घेणारे:

iSarita v1.5.0

बबई - २
3247 / ६७ / ६५
२०२०

Aelea Commodities Pvt. Ltd.

CIN: U51909MH2018PTC316782

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF AELEA COMMODITIES PRIVATE LIMITED AT THEIR MEETING HELD ON MONDAY, JANUARY 20, 2020 AT FLAT NO 18, KISHOR KUNJ COOP HSG SOC, 14/100, SHIVDAS CHAPSI MARG, MUMBAI – 400010 I. E. THE REGISTERED OFFICE OF THE COMPANY.

Authorisation to Purchase Property

"**RESOLVED THAT** pursuant to the applicable provisions of the Companies Act, 2013 and/or Rules made there under, the consent of the Company be and is hereby given to acquire by purchase or otherwise including long term lease, any building or any other property in or around Flat No. 401, Saifee Park – 2, at 156, Dr. Mascarenhas Road, Mazgaon, Mumbai – 400 010 and Flat No. 402, Saifee Park – 2, at 156, Dr. Mascarenhas Road, Mazgaon, Mumbai – 400 010 for the use of the Company on such terms and conditions as appropriate and suitable in the best interest of the Company.

"**RESOLVED FURTHER THAT** Mr. Ashok Patel and Mr Firoz Hathiyari, Directors of the Company, be and are hereby jointly as well as severally authorized to represent the Company before the Seller and take all effective steps including negotiating with the Seller and finalizing the transaction, signing and executing the necessary agreements, papers and any other documents as may be required, and representing the Company to do all such acts, things and deeds as may be necessary and incidental thereto to give effect to this the purchase of the aforementioned property in the name of the Company and to give full effect to this resolution.

"**RESOLVED FURTHER THAT** any of the Director of the Company be and is hereby authorised to issue certified true copy of this resolution to any authority or person, as and when required."

CERTIFIED TO BE TRUE
FOR AELEA COMMODITIES PRIVATE LIMITED

ASHOK PATEL
DIRECTOR
DIN: 06952529

Place: Mumbai
Date: 26/06/2020

बबई - २
3299 | ६२/६४
२०२०

Flat No 18, Kunj Co-op Hsg. Soc., 14/100 Shivdas Chapsi Marg, Mumbai - 10
+91 99789 20989

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AARCA5462E

नाम / Name
ASLEA COMMODITIES PRIVATE LIMITED

Date of Incorporation / Formation
05/11/2010

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ASHOK PATEL

PURUSHOTTAM NANJI PATEL

30/12/1976

Permanent Account Number

AHTPP4111D

Signature

भारत सरकार
GOVERNMENT OF INDIA

अलीअस्गर मुस्तफा मंडसौरवाला
Alisgar Mustafa Mandsaurwala

जन्म वर्ष / Year of Birth : 1993
पुरुष / Male

9199 5407 7903

आधार — सामान्य माणसाचा अधिकार

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता S/O मुस्तफा मंडसौरवाला, टोपीवाला मंजिल, चथा मजला , रूम न १२, ९१ अब्दुल रेहमान स्ट्रीट, अबोव, ऋषभ एंटरप्राइज, मांडवी, मुंबई , महाराष्ट्र, 400003

Address: S/O Mustafa Mandsaurwala, topiwala manzil, 4th floor, room no 12, 91 abdul rehman street, abov, rushabh enterprise, mandvi, Mumbai, Maharashtra, 400003

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947, Bengaluru-560 001

भारत सरकार
GOVERNMENT OF INDIA

सद्दाम हसेन युसुफ पटेल
Saddam Hussein Yusuf Patel

जन्म वर्ष / Year of Birth : 1993
पुरुष / Male

8550 0027 5017

आधार — सामान्य माणसाचा अधिकार

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता S/O युसुफ पटेल, अब्दुल सत्तार बिल्डिंग नं ४३, ३रा मजला, रूम नं १४/१५, झकारिया मस्जिद स्ट्रीट, भिसी महाल, डोंगरी, मुंबई, महाराष्ट्र 400009

Address: S/O Yusuf Patel, Abdul Sattar Building No 43, 3rd Floor, Room No 14/15, Zakariya Masjid Street, Bhisi Mahall, Dongri, Mumbai, Chinchbunder, Maharashtra, 400009

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947, Bengaluru-560 001

आधार — सामान्य माणसाचा अधिकार

बबई - २

३२५७ | ६३/८००

२०२०

मूल्यांकन पत्रक (शहरी क्षेत्र - मालमत्ता)

Valuation ID 202006030352 29 June 2020 10:35:43 AM

मूल्यांकनाचे वर्ष	2020
जिल्हा	मुंबई जिल्हा
मूल्य विभाग	10-अंधेरी विमानतळ
उप मूल्य विभाग	10.78-Dupex; [illegible]
सर्वे नंबर / ने. मु. प्रकार	सि.टी.एस. 4694/12

मालमत्ता मूल्य का मध्यवापुसार मूल्यांकन क्र.					
मूळ मार्गदर्शक	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोकळ्या जमीनीचा प्रकार
97400	217600	289300	323100	237600	शेत जमीन

मालमत्ते संबंधी माहिती					
मालमत्ता क्षेत्र(Built Up)-	114.31 चौरस मीटर	निवासीतर क्षेत्र-	निवासी सदनिका	निवासीतर प्रकार-	मालमत्ता
मालमत्तेचे स्थैकिकरण-	[illegible]	निवासीतर क्षेत्र-	6.70 टक्के	मूल्यांकनाचा प्रकार -	Rs.217600/-
मालमत्ता स्थिति-	[illegible]	मजले -	5th Floor To 10th Floor		

Sale Type – First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

मालमत्ता निहाय मालमत्ता - 105% apply to rate= Rs.228480/-

मालमत्ता Valuation सही नसे, मोठा मूल्यांक - मालमत्ता मूल्यांकन क्र.) * मालमत्ता [illegible] (+ मालमत्ता मोकळी क्र.)

= ((228480-97400) * (100 / 100)) + 97400)

= Rs.228480/-

A) मूळ किंमतीचे मूल्य
= मालमत्ता मूल्य क्र * निवासीतर क्षेत्र
= 228480 * 114.31
= Rs.26117548.8/-

E) मोकळ्या जागेचे क्षेत्र
27.88 चौरस मीटर
मोकळ्या जागेचे मूल्य
= 27.88 * (228480 * 25/100)
= Rs.1592505.6/-

एकूणच अंतिम मूल्य
= मूळ किंमतीचे मूल्य + [illegible] + [illegible] + [illegible] + [illegible] + [illegible] + [illegible] + [illegible] + [illegible] + [illegible]
= A + B + C + D + E + F + G + H + I
= 26117548.8 + 0 + 0 + 0 + 1592505.6 + 0 + 0 + 0 + 0
= Rs.27710054.4/-

बबई - २
3249 | ६८/६८०
२०२०

Home | Print

Document Handling Charges

Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2906202012584	Receipt Date	30/06/2020

Received from MS AELEA COMMODITIES PVT LTD, Mobile number 8816237001 an amount of Rs.1340/-, towards Document Handling Charges for the Document to be registered on Document No. 3251 dated 30/06/2020 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District

JOINT SUB-REGISTRAR, MUMBAI CITY-2 MUMBAI

DEFACED ₹ 1340 DEFACED

Payment Details

Bank Name	IBKL	Payment Date	29/06/2020
Bank CIN	10004152020062909925	REF No.	2615737686
Deface No	2906202012584D	Deface Date	30/06/2020

This is computer generated receipt, hence no signature is required.

CHALLAN
MTR Form Number-6

GRN MH001721499202021M	BARCODE	Date 29/06/2020-11:21:20	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2	Full Name	MS AELEA COMMODITIES PVT LTD
Location	MUMBAI		
Year	2020-2021 One Time	Flat/Block No.	Flat No.402, 4th floor with 2 car parking in Bldg.
Account Head Details	Amount In Rs.	Premises/Building	No-2 known as SAIFEE PARK
0030045501 Stamp Duty	1386000.00	Road/Street	Dr. Mascrenhas Road, Mount road, Mazgaon
0030063301 Registration Fee	30000.00	Area/Locality	Mumbai
		Town/City/District	
		PIN	4 0 0 0 1 0
		Remarks (If Any)	
		SecondPartyName=MS REDSTONE REALTORS~	
Total	14,16,000.00	Amount In Words	Fourteen Lakh Sixteen Thousand Rupees Only

DEFACED ₹1416000.00 DEFACED

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332020062944007	884900197
Cheque/DD No.		Bank Date	RBI Date	29/06/2020-15:04:13	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9819237001

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयाकडे नोंदणी करावयाच्या दस्तऐवजाची [illegible] नोंदणी न करावयाच्या दस्तऐवजाची सदर चलन लागू नाही.

बबई - २
3299 EY/EW

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1	(iS)-319-3251	00007567752020021	30/06/2020-10:56:47	IGR183	30000.00
2	(iS)-319-3251	00007567752020021	30/06/2020-10:56:47	IGR183	1386000.00
			Total Defacement Amount		14,16,000.00

Print Date 30-06-2020 11:01:27

Summary1 (GoshwaraBhag-1)

319/3251
मंगळवार,30 जून 2020 10:56
म.पू.

दस्त गोषवारा भाग-1

बबई2
दस्त क्रमांक: 3251/2020

दस्त क्रमांक: बबई2 /3251/2020

बाजार मूल्य: रु. 2,77,10,054/- मोबदला: रु. 2,77,00,000/-

भरलेले मुद्रांक शुल्क: रु.13,86,000/-

दु. नि. सह. दु. नि. बबई2 यांचे कार्यालयात

अ. क्र. 3251 वर दि.30-06-2020

रोजी 10:56 म.पू. वा. हजर केला.

पावती:3646 पावती दिनांक: 30/06/2020

सादरकरणाऱ्याचे नाव: मेसर्स एलीथा कमोडिटीज प्रा ली तर्फे संचालक आशोक पटेल . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1340.00
पृष्ठांची संख्या: 67	
एकूण:	31340.00

सह दुय्यम निबंधक, मुंबई-2

सह दुय्यम निबंधक, मुंबई-2

सह दुय्यम निबंधक
मुंबई शहर क्र. २

सह दुय्यम निबंधक
मुंबई शहर क्र. २

मुद्रांक शुल्क: (एक) कोषागारी महाराष्ट्राशासनाच्या शहीद किंवा स्थानगत असलेल्या कोषागारी कडून घेतलेला शहीद किंवा उप-खंड (बनि) मध्ये नमूद न केलेला कोषागारी चलाने सेवाप

शिक्का क्र. 1 30 / 06 / 2020 10 : 56 : 08 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 30 / 06 / 2020 10 : 56 : 45 AM ची वेळ: (फी)

प्रतिज्ञापत्र

"सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. * दस्त हिन संपूर्ण मजकूर, निष्पादक व्यक्ती, दस्तीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीदारक हे संपूर्णपणे जबाबदार राहतील.

लिहून घेणारे:

लिहून देणारे:

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY-II
सह दुय्यम निबंधक मुंबई शहर क्र. २
MUMBAI

Summary-2(दस्त गोषवारा भाग - २)

30/06/2020 10:59:35 AM

दस्त गोषवारा भाग-2

बबइ2
दस्त क्रमांक:3251/2020

दस्त क्रमांक :बबइ2/3251/2020
दस्ताचा प्रकार :-ॲग्रीमेंट टू सेल

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मेसर्स एलीया कमोडिटीस प्रा ली तर्फे संचालक अशोक पटेल . . पत्ता:18, .. किशोर कुंज को ऑप हौ सो , मुंबई . 14/100 शिवदास चापसी मार्ग, डॉकयार्ड रोड, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AARCA5462E	लिहून देणार वय :-45 स्वाक्षरी:-		
2	नाव:मेसर्स रेडस्टोन रिअल्टर्स तर्फे भागीदार शकील अफझल खान तर्फे मुखत्यार राकेश गंगाराम कांबिरी . . पत्ता:प्लॉट नं: 501, गाळा नं: .. इमारतीचे नाव: एवरेस्ट को ऑप हौ सो लि , ब्लॉक नं: बांद्रा पश्चिम मुंबई, रोड नं: हील रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:AAIFR8822K	लिहून देणार वय :-30 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत ॲग्रीमेंट टू सेल या दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:30 / 06 / 2020 10 : 57 : 52 AM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटलेली आहे

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:अलीअसगर मंडलीवाला . . वय:26 पत्ता:रूम नं 12,91 अब्दुल रहमान स्ट्रीट,मांडवी मुंबई पिन कोड:400003	स्वाक्षरी		
2	नाव:सद्दाम हुसैन युसूफ पटेल . . वय:26 पत्ता:प्रकाशिया मसजिद स्ट्रीट,धोबी मुंबई पिन कोड:400009	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:30 / 06 / 2020 10 : 59 : 09 AM

शिक्का क्र.5 ची वेळ:30 / 06 / 2020 10 : 59 : 30 AM: नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक मुंबई-2

सह दुय्यम निबंधक
मुंबई शहर क्र. २

प्रमाणित करणेत येते की
दस्तामध्ये एकूण .... पाने आहेत.
पुस्तक क्र. १ मध्ये अ.क्र. बबइ-२/३२५१/२०२०
नोंदला. ।
दिनांक , 30 JUN 2020

सह. दुय्यम निबंधक, मुंबई शहर क्र. २

JOINT SUB-REGISTRAR MUMBAI CITY-II MUMBAI

e-Payment Details

Sr.	Purchaser	Type	Verification no/Vendor	GRN/Challan	Amount	Used At	Deface Number	Deface Date
1	MS AELEA COMMODITIES PVT LTD	eChallan	69103332020062811657	MH001721499202021M	1386000.00	SD	0000756775202021	30/06/2020
2	MS AELEA COMMODITIES PVT LTD	eChallan		MH001721499202021M	30000	RF	0000756775202021	30/06/2020
3		DHC		2906202012584	1340	RF	2906202012584D	30/06/2020

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

3251 /2020

AGREEMENT FOR SALE OF FLAT NO. _____ IN BUILDING NO. _____ WING _____ ON _____ FLOOR/

AND 2 CAR PARKING SPACES IN

SAIFE PARK

at Mazgaon, Mumbai 400 010.

REDSTONE GROUP

Builders:

MESSRS. RED STONE REALTORS,
501, Everest C.H.S. Ltd., Hill Road,
Bandra (West), Mumbai 400 050.

Purchaser:

Advocate & Solicitor:
Mr. Shabbir S. Kapadia,
3, Aman Apartments, Ground Floor,
Plot No. 34 A, 5th Road,
Khar (West), Mumbai 400 052.