

GENERAL STAMP OFFICE  
TOWN HALL, FORT  
MUMBAI - 400 023  
NAH / 260 / 005

शुद्ध स्टाम्प देय हैरिद्वार  
Special Allotment  
RSE 0056510 f 3-7-99  
251979 00033  
INDIA - MAHARASHTRA  
# 207296377

88-XXX  
शुद्ध स्टाम्प देय हैरिद्वार  
माह 11 करिद्वार

SHETH SHELTERS PVT. LTD.  
AA-83-8341-F  
BMY-DC-SP, BANGA

# AGREEMENT FOR SALE

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ARTICLES OF AGREEMENT is made at Bombay this 4th day of July 1999 BETWEEN (1) DAMJIBHAI alias DAMODAR RAGHAVJI TANK in his capacity as the Karta and Manager of Damjibhai Raghavji Tank HUF, (2) DAMJIBHAI alias DAMODAR RAGHAVJI TANK in this individual capacity, (3) BHUPENDRA DAMODAR TANK (4) RAMESH DAMODAR TANK (5) PRAVIN DAMODAR TANK and (6) MANOHAR DAMODAR TANK all of Bombay India inhabitants herein referred to as "THE WONERS" (which expression shall unless repugnant to the context or meaning thereof include the members of the Damjibhai Raghavji Tank HUF as also the respective heirs, executors, administrators and assigns of Damjibhai alias Damodar Raghavji Tank, Bhupendra Raghavji Tank, Ramesh Raghavji Tank, Pravin Damodar Tank and Manohar Damodar Tank) of the ONE PART: AND MESSRS SHETH SHELTERS (P) LTD., a Company registered under the Companies Act, 1956 and having its register office at 11 Vora Palace, M.G. Road, Kandivali (West), Bombay 400 067, herein referred to as "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the SECOND PART: AND

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MRS. KAVITA K. TULSIAN  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof include his/her/ their heirs, executors, administrators and assigns) of the THIRD PART:

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1. The Owners own a large Property being pieces of land formerly being Survey Nos. 267, 267, 267, 267 and 267 and now bearing New City Survey Nos. 104-A, 104-B, 104-C, 104-D, 104-E, 104-F, 104-G, 104-H, 104-I, 104-J covering by advertisement No. 575/20 the site of Warehousing and shops at Village Chokoli Taluk Borivli in the District of Greater Bombay in the Registration District and Sub-District of Bombay City and Suburban Area (particularly described in the First Schedule hereunder written (herein referred to as "the Larger Property").
2. The Owners prepared a lay out in respect of the larger property pursuant to which the said pieces of land were amalgamated and laid out into buildable areas (plots) as also in to reserved areas and the said lay out plan is approved by the Municipal Corporation of Greater Bombay vide order No. 2118/1978 dated 2-7-78 (herein referred to as "the said lay out plan" the said lay out plan is hereto annexed as "Annexure 'A'").
3. In City Survey records each such buildable plot and reserved area is given separate CTS No viz: 104-A, 104-B, 104-C, 104-D, 104-E, 104-F, 104-G, 104-H, 104-I, 104-J as shown on the said plan.
4. Land bearing CTS No. 104-A is herein referred to as "Plot A" and it is proposed to construct thereon 4 Buildings viz:
  - (a) Building No.1 (without any wing)
  - (b) Building No.2 (having two wings) being Wing A and Wing B;
  - (c) Building No.3 with Ten wings (row houses) being Wings 1 to 10; and
  - (d) Building No.4 (without any wing)
5. Land bearing CTS No. 104-B is herein referred to as "Plot B" and it is proposed to construct thereon 10 Buildings viz:
  - (a) Building No.1 (having two wings) being Wing A and Wing B;
  - (b) Building No.2 (without any wing);
  - (c) Building No.3 (without any wing);
  - (d) Building No.4 (having three wings), being wing A, Wing B and Wing C;
  - (e) Building No.5 (having two wings) being Wing A and Wing B;
  - (f) Building No.6 (having two wings) being Wing A and wing B;
  - (g) Building No.7 (without any wing);
  - (h) Building No.8 (having two wings) being Wing A and B
  - (i) Building No.9 (without any wing); and
  - (j) Building No.10 (without any wing)
6. Land bearing CTS No. 104-C is herein referred to as "Plot C" and it is proposed to construct thereon one building (without any wing).



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7. Land bearing CTS No.104-D is herein referred to as "Plot D" and it is proposed to construct thereon one building of two wing (being Wing A and Wing B).
8. The Owners have obtained the requisite permission from the State Government under Section 20 (1) of the Urban Land (Ceiling & Regulations) Act 1976 (ULC & R Act) for retaining and developing the larger property vide order No.1089/ (3343)/d XIII dated 4th April 1990 (herein referred to as "the Exemption Order") which is modified by letter No. \_\_\_\_\_ dated \_\_\_\_\_ from the under Secretary Housing and Special Assistance Department (Government of Maharashtra). Xerox copies of the said letter and the said letter are hereto annexed marked ANNEXURE 'B' colly. Kavita
9. The Owners have entered into a Development Agreement on 31st day of December 1991 with Renuka Builders & Developers Pvt. Ltd (herein referred to as "Renuka Builders") and have granted to Renuka Builders right to construct 3 Buildings being Building Nos.2,4,5 on Plot B of the aggregate area of 1,18,645.sq.ft approx on Floor Space Index (FSI) basis. (herein referred to as "the Buildings of Renuka Builders") on the terms and conditions stated therein.
10. The Owners are desirous of reserving to Damjibhai Alias Damodar Rghavji Tank HUF right to construct by itself five Buildings being Buildings No. 3,9,10 in Plot B one Building on Plot C and one wing (Wing A) of Building on Plot D having Aggregate area of 5000 Sq.mtrs on FSI basis (herein referred to as (HUF's Buildings)).
11. As at present envisaged Floor Space Index (FSI) capable of generating about 6 lacs sq.ft (built up) area will be available for construction in four Buildings being Buildings Nos. 1,2,3 and 4 on Plot A and in 3 Buildings (being Building Nos.1,7 and 8 on Plot B).
12. Plots A and B are particularly described respectively in the Second Schedule and the Third Schedule hereunder written.
13. The Owners being desirous of constructing Buildings being Buildings Nos.2 and 3 on Plot A; and Wing A of Building No.1 and Building No.7 on plot B agreed with the Developers to allow them to construct the same as recorded in an agreement dated \_\_\_\_\_ executed between the Owners and the Developers.
14. The Building being Building Nos.2 and 3 on Plot A and Wing A of Building No.1 and Building No.7 on plot B are herein collectively referred to as "the said Buildings". Kavita

15. As per the Agreement the Developers are entitled to construct the said Buildings in accordance with the Building plans to be prepared by the Developers in consultation with the Womers and as may be approved by the Municipal Corporation of Greater Bombay and other Concerned Authorities with such modifications thereto as may from time to time be made by the Developers in consultation with the Owners and as approved by the Municipal Corporation of Greater Bombay on submission thereof to it. The said Buildings are to be constructed by the Developers in such phase and in such manner as the Developers may determine and the Developers are to incur all expenses in respect of such construction.

16. It is also provided in the said Agreement that the Developers shall be entitled to sell on ownership basis flats, offices, shops and other premises in the said Buildings and the Agreements for Sale of flats, offices, shops and other premises in the said Buildings shall be executed jointly by the Owners and the Developers and the developers shall receive sale proceeds in respect of such sale on behalf of the Owners and the Developers and that from out of the gross sale proceeds (As defined in the said Development Agreement) \_\_\_\_\_% thereof shall belong to the Womers for allowing the utilization of the benefit of the land component comprised in the said Buildings and that the balance shall be retained by and appropriated by the Developers as in reimbursement of the expenses incurred by them as aforesaid and as their profits.

17. Accordingly, the Developers have prepared plans for construction of the said Buildings (having different Wings) on the said Plots A and B of the said remaining lay out area and as per the lay out as aforesaid which said Building plans in respect of the said Buildings will be got approved from the Municipal Corporation of Greater Bombay.

18. As aforesaid the Developers are entitled to sell on behalf of the Developers and the Developers on ownership basis flats, offices, shops, parking spaces and other premises in the said Buildings to be constructed on the said Plots forming the said remaining lay out area.

19. The Purchaser has seen the Building plans in respect of the said Buildings as at present envisaged.

20. At the request of the Purchaser/s the Developers have agreed to allot to the Purchaser/s on ownership basis flat/commercial unit No 501A on the 5th floor Wing B of Building Name ASTER TOWER on Plot A forming part of the said remaining lay out area (herein referred to as the said Premises").



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21. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Developers Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1993 (herein referred to as "the said Act") and the Rules made thereunder.
22. Copies of the Certificate of Title issued by M/s Kirit N. Damania & Co., Advocated and Solicitors for the Developers, copies of Property Card in respect of the said Larger Property and the copies of the Plans and Specifications in respect of the said premises are hereto annexed and marked ANNEXURE "C", "D" and "E" respectively.
23. Developers are entering into separate agreements with several other persons and parties for sale of flats, shops/commercial units, units/ car parking spaces/ garages and other premises in the said Buildings.
24. The Developers have indicated to the Purchaser the the Developers will construct the said Buildings in a phased manner and as per the said lay out plan (with such modifications thereto) as the Developers may in consultation with the Owners from time to time determine and as may be approved by the Concerned Authorities and the programme of such phased development will also be determined by the Developers absolutely at their own discretion.
25. The Owners have agreed to execute this Agreement for confirming the sale of the premises by the Developers to the Purchasers and for sale to the Purchasers of the land component comprised in the said premises.

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

1. The Developers will construct 4 Buildings (comprised of different wings) being Buildings Nos. 2 and 3 on Plot "A" Wing A of Building No.1 and Building No.7, on Plot B at present envisaged and containing Flats, Commercial Units, Shops, Show Rooms and other premises as also closed garages and parking spaces on the said Plot A and B forming part of the larger Property situate lying and being at Village Dindoshi, Taluka Borivali, in the Registration District and Sub-District of Bombay City and Suburban and which said larger Property is particularly described in the First Schedule hereunder written (herein referred to as "the Larger Property"). Plot A and B forming part of

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the Developers so as to enable the Developers to complete the development of the said Property in the manner that may be determined by the Developers.

3. The said Building shall be constructed by the Developers in accordance with the Building Plans as sanctioned by the Concerned Authorities as aforesaid with such modifications and/or amendments thereto as the Developers may incorporate therein as aforesaid. The premises in the said Buildings shall contain amenities as per the particulars given in the Fourth Schedule hereunder written.
4. The sanctioned Building Plans from the Concerned Authorities in respect of the said Building will remain open for inspection on all working days during office hours at the building sites and also at the office of the Developers at 11. Vora Palace, M.G. Road, Kandivall (West), Bombay - 400 067.
5. The Purchaser has prior to the execution of his Agreement satisfied himself/ herself/hemselves about the title of the Owners to the larger Property described in the First Schedule hereunder written and the Purchasers shall not be entitled to further investigate the title of the Owners and no requisition or objections shall be raised upon any manner relating thereto. A copy of the Certificate of Title given by M/s. Kirit N. Damania & co. Advocates and Solicitors is hereto annexed and marked ANNEXURE "C". Kavita
6. The Developers shall sell to the Purchaser Flat/~~Commercial~~ unit No. 501A on the 5<sup>th</sup> floor in Wing B of the Building ASTER TOWER on Plot A on the said Property now being constructed on the said Property (herein referred to as "the said premises"). Plan in respect of the said Premises is hereto annexed and marked as ANNEXURE "E". The Building ASTER TOWER on Plot A wherein the said premises is to be located is herein referred to as "the said Buildings". Kavita
7. The <sup>super</sup> Built up area of the said premises is 670' sq.ft. (inclusive of Balcony Common areas) and facilities for the said Building i.e. relative common areas and facilities for the said Building, relative common areas and facilities for the said premises, percentage of undivided interest of the said premises in the common areas and facilities of the Building as also the percentage of undivided interest of the said Premises in the restricted common areas and other facilities provided on the floor on which the same is located are as per the particulars thereof as given in the Annexure hereto annexed and marked ANNEXURE "F". The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the Building Plans. Kavita



THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground situate at village Dindoshi, Taluka Borivli, in Bombay Suburban District in Greater Bombay in the Registration District and sub-district of Bombay City and Suburban bearing City and Survey nos. 104A, 104B, 104D, 104G, 104H 104I, & 104J containing by admeasurement 88,573.20 sq. mtrs or thereabouts and bounded as follows:

- |              |   |
|--------------|---|
| On the North | : Pathanwell  |
| On the South | : MHADA property;                                     |
| On the West  | : Service Road and Low Cost Housing Project of Mhada. |

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground situate at village Dindoshi, Taluka Borivli, in the Bombay Suburban District in Greater Bombay in the Registration District and sub-district of Bombay City and Suburban bearing City and Survey Nos. 104A, admeasuring sq. mtrs or thereabouts and bounded as follows:

- On the North land bearing CTS No. 104E and 104F
- On the South Land bearing CTS No. 110 and 146
- On the East Land bearing CTS No. 104J
- On the West Land bearing CTS No. 112

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground situate at village Dindoshi, Taluka Borivli, in the Bombay Suburban District in Greater Bombay in the Registration District and sub-district of Bombay City and Suburban bearing City and Survey Nos. 104 B. admeasuring 24046.1 sq.mtrs or thereabouts and bounded as follows:

- On the North Land bearing CTS No. 104G, 140, 141
- On the South Land bearing CTS No. 147 and 103
- On the East by D. P. road
- On the west Land bearing CTS No. 104F and 104J

< Kavita

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground situate at village Dindoshi, Taluka Borivli, in Bombay Suburban District in Greater Bombay in the Registration District and sub-district of Bombay City and Suburban bearing City and Survey nos. 104A, 104B, 104D, 104G, 104H, 104I, & 104J containing by admeasurement 68,373.20 sq. mtrs or thereabouts and bounded as follows:

- On the North : Patharwall
- On the South : MHADA property.
- On the West : Service Road and Low Cost Housing Project of Mhada.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground situate at village Dindoshi, Taluka Borivli, in the Bombay Suburban District in Greater Bombay in the Registration District and sub-district of Bombay City and Suburban bearing City and Survey Nos. 104A, admeasuring sq. mtrs or thereabouts and bounded as follows:

- On the North land bearing CTS No. 104E and 104F
- On the South Land bearing CTS No. 110 and 148
- On the East Land bearing CTS No. 104J
- On the West Land bearing CTS No. 112

THE THIRD SCHEDULE ABOVE REFERRED TO

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- On the North Land bearing CTS No. 104G, 140, 141
- On the South Land bearing CTS No. 147 and 103
- On the East by D. P. road
- On the west Land bearing CTS No. 104F and 104J

Kavita





COPY

**KIRIT N. DAMANIA & CO.**  
ADVOCATES & SOLICITORS

Kirit N. Damania,  
LL.B., Solicitor

Flat No. 113, 11th Floor,  
Ravva Apartments,  
Y. G. Pavilion Compound,  
Bhamburda Cross Road,  
Bombay-400 026.

Telephone :  
Office : 22 88 55 - 22 22 17  
2872008 (Fax)  
Res. : 482 85 03

Office :  
Flat No. 113, 11th Floor,  
Ravva Apartments,  
Y. G. Pavilion Compound,  
Bhamburda Cross Road,  
Bombay-400 026.

TO WHOMSOEVER IT MAY CONCERN

Re: Property bearing City Survey Nos. 152,153-A, 151,148,149,150,144 & 142 (Survey Nos. 34/1, 31/1,39/7,29/2 and 39/4) containing by admeasurement 68,373.20 sq.mtrs., situate at Village Dindoshi, Taluka Borivli in Greater Bombay in the Registration District and Sub-District of Bombay City and Suburban belonging to (1) DAMJIBHAI alias DAMODAR RAGHAVJI TANK in his capacity as the Karta and Manager of Damjibhai Raghavji Tank HUF, (2) DAMJIBHAI alias DAMODAR RAGHAVJI TANK in his individual capacity, (3) BHUPENDRA DAMODAR TANK (4) RAMESH DAMODAR TANK (5) PRAVIN DAMODAR TANK and (6) MANOHAR DAMODAR TANK.

THIS IS TO CERTIFY that we have investigated the title of the abovenamed Owners to the above Property and have found the same to be clear and marketable and free from encumbrances.

BOMBAY, DATED THIS 17TH DAY OF JUNE, 1995.

For KIRIT N. DAMANIA & CO.

*Kirit N. Damania*

PROPRIETOR.



No.ULC-1089/(3343)/D.XIII,  
Housing and Special Assistance  
Department,  
Mantralaya, Bombay-400 032..  
Dated the 4 APR 1990



Order u/s 20 (1)(a) of the Urban Land (Ceiling and Regulation) Act, 1976

AND WHEREAS Shri R.D. Tank and others of Bombay hold vacant land in excess of the ceiling limit in the limits of the Bombay Urban Agglomeration, the details of which are given in the schedule hereto appended;

AND WHEREAS the landholders had applied in the year 1981 for grant of exemption u/s.20(1)(a) of the Urban Land Ceiling Act, 1976 in accordance with the provisions of Government Circular, General Administration Department No.ULC-1079/XXXV, dated 23rd April, 1980, in pursuance of which they had surrendered vacant and peaceful possession of 15,000 sq.mtrs. of land from Dindoshi village on 7th January 1982, which has been allotted by Government to BEST undertaking;

AND WHEREAS the landholders have renewed their application for grant of exemption on the basis that they had substantially completed their obligation to surrender land in accordance with the Circular of dated 23.4.1980 as far back as in January 1982.

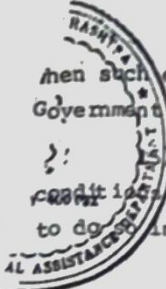
AND WHEREAS, Government of Maharashtra is satisfied that, having regard to the location of the land, the purpose for which the land is proposed to be used and other relevant factors, it is necessary in the public interest so to do;

AND WHEREAS the landholders had challenged the acquisition proceedings initiated by M.L.D. in respect of their land and had filed Writ Petition No.2637 of 1986 in the Bombay High Court. The landholders have withdrawn this writ petition on 30th March 1990 in pursuance of Government's decision in principle communicated to them vide letter, dated 19th March 1990 that Government would honour its commitment made in the policy contained in the Circular dated 23.4.1980.

NOW, THEREFORE, in exercise of the powers conferred upon it by section 20(1)(a) of the Urban Land Ceiling Act, 1976 and after having recorded in writing the reasons for making this order, the Government of Maharashtra hereby exempts the said vacant land from the provisions of Chapter-III of the said Act, subject to the

When such exempted lands are acquired for any Government or semi-Government Organisation in the public interest.

Government reserves the right to alter any of the conditions of this exemption order in case it considers it necessary to do so in the public interest.



SCHEDULE

Details regarding applicants and the vacant land for which exemption is sought and hereby granted under section 20(1) a) of the Urban Land (Ceiling and Regulation) Act, 1976.

- 1. Name and address of the persons holding the lands. : Shri R.D. Tank and others, 13/14, Neelganga, Plot No.54, Road No.28, TPS-III, Bandra, Bombay-400 050.
- 2. Status of the person. : Individuals.
- 3. Name of the Urban Agglomeration in which the land for which exemption is sought is situated. : Bombay.

Description of property for which exemption is sought. :

- a) District, Tal.Village. : S.No.31/1(pt), 34/1, 29/2,39/4, 39/7 of village Dindoshi, Borivali, B.S.D.
- b) Total surplus area in sq.m. : 60,983.9 sq.mtrs.
- c) Area of land to be exempted : 42,683.9 sq.mtrs.
- d) Built up area to be sold to Govt. at fixed rate. : 10% of the FSI utilised for residential purposes.

By order and in the name of the Governor of Maharashtra,

*S.W. Yedekar*  
( S.W. Yedekar )

Under Secretary to Government

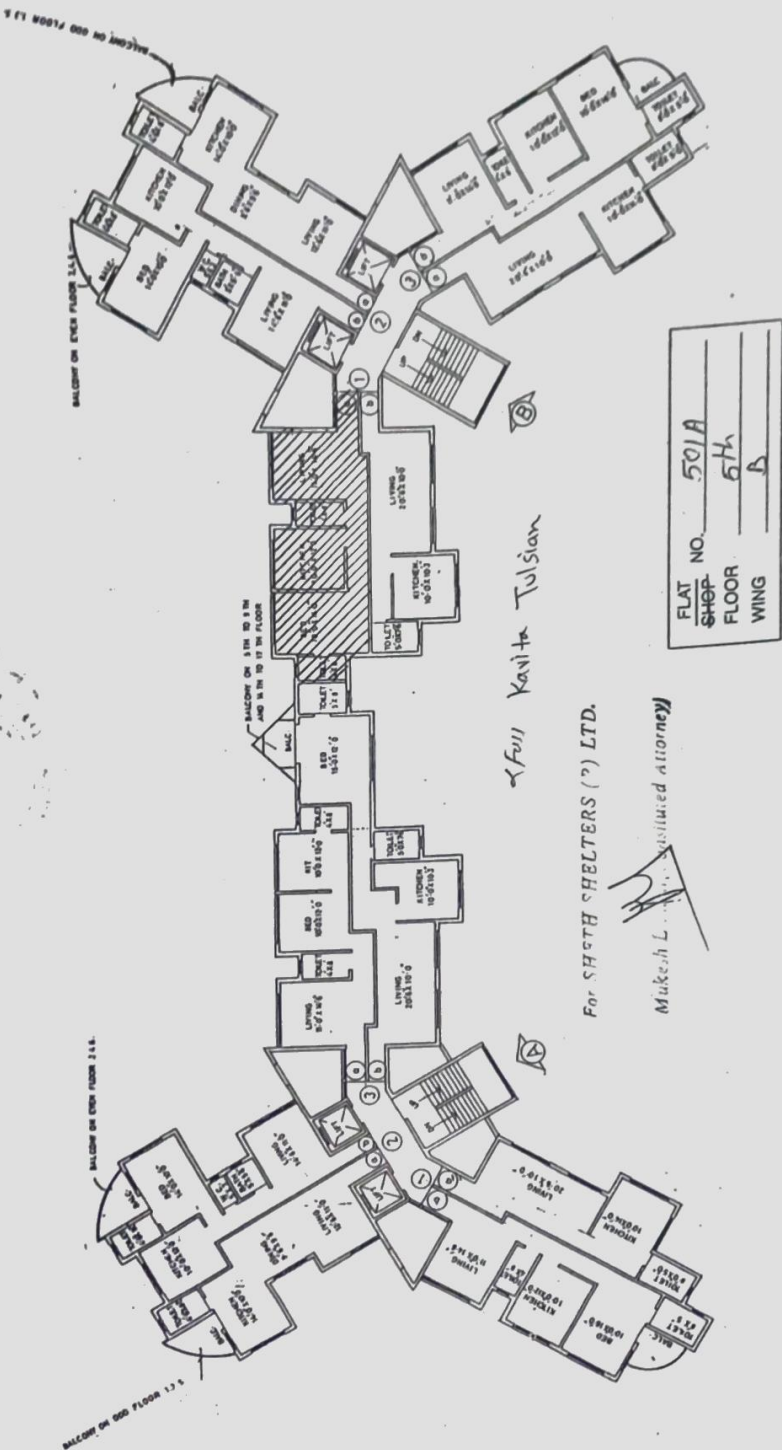
To

✓ Shri R.D. Tank and others,  
C/o. Shri Sudhir Birgucker, Constituted Attorney,  
1-726a, Retan Gyoti, Park Colony, Road No.4,  
Bandra, Mumbai-400 014.

Copy to :

- Additional Collector and Competent Authority, ULC, Bombay.
- The City Engineer, ULC, Bombay.
- The Sub-Registrar, Collectorate, Bombay.
- Chief Officer, Bombay Housing and Urban Development Board.





FLAT NO.	501A
SHOP	
FLOOR	6th
WING	B

Full Kavita Tulsian

For SHREY'S SHELTERS (?) LTD.

Mukesh L. [Signature] (Continued Attorney)

BALCONY ON 0.0.0 FLOOR 1.1.1

BALCONY ON 0.0.0 FLOOR 1.1.1

संख्या ... पीकडू - १६०  
 ७. बाबतचा दर/बात द्यावा विवरण  
 [१] ०१ ०१/०१/१९९५

SI - P. Katsungal

आवक्याची ही विवरण -

टीपरी ..	92,220/-
६६ ..	३२
मजुर (०६/०६) ..	३०
बात (०६/०६) ..	३०
बात मजुर (०६/०६) ..	३०
मजुर ..	३०
टीपरी ..	३२
०६/०६ ..	३३
बात	
एकूण	<u>92,390/-</u>

SI - S. Y. Bhatwale  
 पुणे विभाग, पुणे.

SI - S. Y. Bhatwale  
 पुणे विभाग, पुणे  
 सिलानी पुरावणी दरम्यान  
 विभाग २० रजिस्ट्रार कार्यालय

श्री गंगा कायकल, वय २० वर्षे नोकरी, सहजाल काल वसंत कुंज,  
 दिगमलय वार्ड (०१) खुंभेग पुणे शहर, घांती नुस्यमाल हे शेत  
 देवमपान लिमिटेड व गण तर्फे नुस्यमाल स्थल जमिन न १५६०



सहायक सचिव  
 सचिव  
 सहायक सचिव

SI - R. Katsungal

- ① श्री गिंतंग गट, बोरिकली १०३
- ② श्री गिंतंग कला, बोरिकली, प्लॉट नं २३.

SI - S. Y. Bhatwale  
 पुणे विभाग, पुणे  
 सहायक सचिव  
 सचिव  
 सहायक सचिव

श्रीमती कविता तुसमान, वय वर्षे ३४, बरिडी सहजाल - १२१३  
 उपरिष्ठित वी, भंघेरी पुर जे की नगर, मुंबई - ५९.

ह्या मावली मावली मावली काडी देता. निवडक (मावली)  
 माडी नं ०१/०५१/०३६९००० दि २१/११/१९५  
 SI - Kavita Tushman

