

AGREEMENT FOR SALE

SAMBHAV APARTMENT

Chattrapati Shivaji Maharaj Road, Vakola Bridge
Santacruz (East), Mumbai - 400 055.

M/S. KINJAL CONSTRUCTION CO.

101, Prathamesh Apartment, 86, Old College Road,
Near Portuguese Church, Dadar (West),
Mumbai - 400 023.

B-501.





Thursday, January 16, 2003

11:34:04 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 292

दिनांक 16/01/2003

गावाचे नाव कोलेकल्याण

दस्ताऐवजाचा अनुक्रमांक वदर1 - 00291 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: महेशचंद्र टी मेहता

नोंदणी फी

:-

20000,00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:-

1220.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) - एकत्रित फी (61)

एवढ्या

रु.

21220.00

आपणास हा दस्त अंदाजे 11:48AM च्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 1 (बांद्रा)

बाजार मुल्य: 2625588 रु. मोबदला: 2200000 रु. दुय्यम निबंधक अंधेरी-१
भरलेले मुद्रांक शुल्क: 168850 रु. मुंबई उपनगर जिल्हा

GENERAL STAMP OFFICE
TOWN HALL, FORT, MUMBAI - 400023.

RECEIPT FOR PAYMENT TO GOVERNMENT NOT TRANSFERABLE
 Receipt No.: 105 Receipt Date: 14/01/2003
 Received From: MAHESHCHANDRA T. MEHTA
 On Account of: 102--(II) MMRDA Counter No.: 2

Mode of Payment	DD/PO/CHQ / RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
Cash					168850.00

बदर-१/
२९/१
२००३

DELIVERED

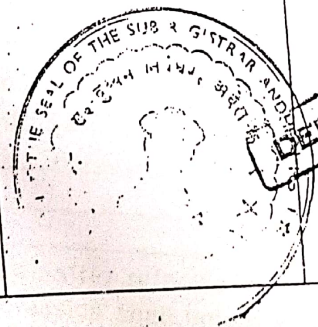
Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
1	SPL/ADHV	1	90000	90000.00
2	SPL/ADHV	1	78850	78850.00
Total :				168850.00



DELIVERED

Rs.: 168850.00 Rupees One Lakh Sixty Eight Thousand Eight -
t Hundred Fifty Only

Cashier / Accountant Signature / Designation
V. S. WACHALE

W.C. ...
... Road,
...)

168850/-

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THE ARTICLES OF AGREEMENT made and entered at Mumbai this 14th day of Jan. 2003 BETWEEN : SHRI HEERALAL MEGHRAJ DOSHI, of Mumbai, Indian Inhabitant, carrying on business in the firm name and style of MESSRS KINJAL CONSTRUCTION COMPANY, as its Sole-Proprietor thereof having his office at 101, Prathamesh Apartments, Old College Road, Near Portuguese Road, Dadar, Mumbai-400 028, hereinafter referred to as "THE BUILDER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors administrators and assigns) of the ONE PART AND SHRI/SMT. Maheshchandra T. Mehta. & Prabha. M. Mehta. of Mumbai, Indian Inhabitant residing at _____

Rs. 1,68,850/-

Rs. One Lacs Sixty Eight Thousand Eight Hundred

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MUMBAI BLDG. BANDRA (E)
MUMBAI - 400 051
MAH/GSO/010

M. Mehta
Prabha M Mehta
Hm

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

WHEREAS

(i) By an Indenture of Conveyance dated 3rd September, 1985 and registered with the Sub-Registrar Assurances under Serial No, S/3370/85 and made between Sheth Shrenikbhai Kasturbhai and ors., the Trustees of Shrimad Yashovijayji Jain Sanskrit Parishad and Shri Jain Shreyasker Mandal, there referred to as "the Vendors" of the One Part and Hiralal Laxmichand Mehta (hereinafter referred



Rs. 168850/-
281993
00047
14.1.2003
1143188286

BY SUPERINTENDENT OF STAMPS
BANDRA.

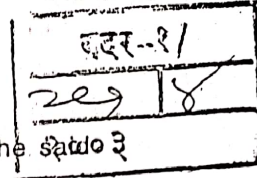
वदर-१/
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to as 'the Owner') therein referred to as 'the Purchaser' of the Other Part, the said Sheth Shrenikbhai Kasturbhai and Ors. the Trustees of Shrimad Yashovijayji Jain Sanskrit Pathshala and Shri Jain Shreyasker Mandal sold, conveyed, transferred and assured unto the Owner herein the property being all that piece or parcel of land or ground together with the building standing thereon and known as "Choksey Bldg. No.2" situated, lying and being at Chhatrapati Shivaji Maharaj Road, Vakola Bridge, Santacruz (East), Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing Survey No. 378, Hissa No. 1(Part), and bearing City Survey Nos: 3871 to 3901 of Kole Kalyan and admeasuring about 1759.30 square metres (hereinafter referred to as 'the said property') and more particularly described in the I Schedule hereunder written;

- (ii) Under the premises aforesaid the Owner is seized and possessed of or otherwise well and sufficiently entitled to the said property;
- (iii) The said property is not excess vacant land under the provisions of Urban Land (Ceiling and Regulations) Act, 1976 and the Owner has filed a Statement under Section 6(i) with the Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976;
- (iv) Office of the Additional Collector & Competent Authority under the Urban Land (Ceiling and Regulations) Act, 1976 by its Order dated 8th February, 2001 bearing No. C/ULC/D-III/22/6723 granted permission for the development of the said property;
- (v) By an Agreement dated 8th May, 2001 made and entered into between the Owner of the One Part and the Builder herein of the Other Part, the Owner had agreed to allow the Builder to develop and construct said property on the terms and conditions the said Agreement contained;
- (vi) The Municipal Corporation of Greater Bombay has

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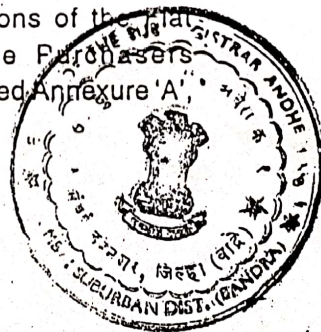




sanctioned the plans for construction on the said property.

- (vii) The Builder has commenced construction on the said property as per the plans sanctioned by the Municipal Corporation of Greater Mumbai and constructing Building/s consisting of ground and seven upper floor and known as "SAMBHAV APARTMENT"
- (viii) The Builder has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed in the Council of Architects, whereas the Builder have appointed a Structural Engineer for the preparation of the structural design and drawings of the Building and accepted the professional supervision of the Architect and the Structural Engineer till the completion of building/buildings;
- (ix) Under the premises aforesaid the Builder alone has the sole and exclusive right to sell the flat in the Building to be constructed by the Builder on the said land and to enter into agreement/s with the purchaser/s of the flats and to receive the sale price in respect thereof;
- (x) The Purchasers demanded from the Builder and the Builder have given inspection to the purchaser of all the documents of title relating to the said land, the said order, the said agreement and the Plans, designs and specifications prepared by the Builder's Architect and 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 'the said Act') and the Rules made thereunder; copy of Certificate issued by the Advocates of the Builder, copies of property card or any relevant revenue record showing the nature of the tile of the Owner to the said land on which the flats are constructed and copy of Floor plan and specifications of the flat agreed to be purchased by the Purchasers have been annexed hereto and marked Annexure 'A', 'B' Coly, and 'C' Coly respectively;

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(xi) The Builder have got approved from the concerned local authority plans, specifications, sanctions and details of the said building;

(xii) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder while developing the said land and the said building and upon due observance and performance of which only the completion and Occupation Certificate in respect of the said buildings shall be granted by the concerned local authority;

(xiii) The Builder have accordingly commenced construction of the buildings in accordance with the said plans;

(xiv) The Purchaser applied to the Builder for allotment to the Purchaser Flat No. 501 on 5th Floor of "B" wing in the Building known as 'SAMBHAV APPARTMENT'

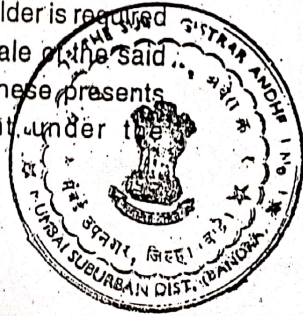
*10/11/20
Rajesh M. Mehta
Hm*

(xv) Prior to making application as aforesaid, as required by the provisions of (Maharashtra Co-operative Societies Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulations) Act, 1976 the Purchaser has made a declaration to the effect firstly that neither the Purchaser nor the members of the family as defined under the Urban Land (Ceiling and Regulations) Act, 1976 does not own a tenement, house or building within the limits of Mumbai Urban Agglomeration;

(xvi) Relying upon the said applications, declaration and agreement, the Builder have agreed to sell to the Purchaser at the price of Rs 22,00,000/- (Rupees Twenty two lacs only only) and

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Rajesh M. Mehta
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(xvii) Under Section 4 of the said Act, the Builder is required to execute a written Agreement for Sale of the said Flat to the Purchaser being in fact these presents and also register the agreement under the Registration Act;



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this agreement from the date of the said amount is payable by the Pruchaser to the Builder.

7. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and the Purchaser committing breach of any of the terms and conditions herein contained, the Builder shall be entitled at his own option to terminate this agreement.

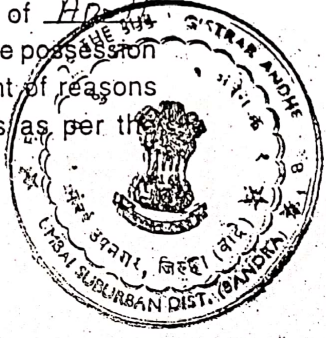
8. PROVIDED always that the powers of termination hereinbefore contained shall not be exercised by the Builder unless and until the Builder shall have given to the Purchaser fifteen days notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which is intended to terminate the agreement and default shall have been made by the Pruchaser in remedying such breach or breaches with a reasonable time after giving of such notice.

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Provided further that upon termination of this agreement as aforesaid, the Builder shall refund to the Purchaser the installment of sale price of the flat which may till then have been paid by the Purchaser to the Builder but the Builder shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of the aforesaid amount by the Builder, the Builder shall be at liberty to dispose of and sell the Flat to such person and at such price as the Builder may in their absolute discretion think fit.

9. The fixtures, fittings and amenities to be provided by the Builder in the said Building and the Flat are those that are set out in the Second Schedule hereunder written.

10. The Builder shall give possession of the Flat to the Purchaser on or before 17th day of April 2003. If the Builder fail or neglect to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents as per the



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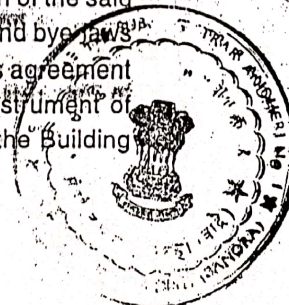
the outgoing. The amount so paid by the Purchaser to the Builder shall not carry any interest and remain with the Builder until a Conveyance is executed in favour of the Society as aforesaid. Subject to the provisions of section 6 of the said Act, on such Conveyance being executed, the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the Builder to the Society. The Purchaser undertake to pay such provisional monthly contribution on or before 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

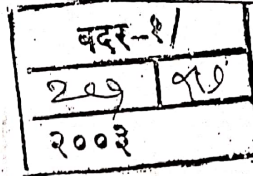
15. The Purchaser hereby expressly agree with the Builder that he/she will not assign or transfer the benefit of this agreement to any person or party or create any third party rights or sub-let or give on leave and license basis, the flat and part with possession of the said flat without the written consent of the Builder.

16. The purchaser shall on or before delivery of possession of the said Flat keep deposited with the Builder the following amounts

- (i) Rs. 7,500/- for legal charges.
- (ii) Rs. 261/- for share money, application entrance fee of Society or Limited Company
- (iii) Rs. 2,000/- for formation and registration of the Society or Limited Company
- (iv) Rs. 7,500/- for proportionate share of taxes and other charges

17. The Builder shall utilize a sum of Rs. 17261/- paid by the Purchaser to the Builder for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/Advocates of the Builder in connection with formation of the said Society, preparing its rules, regulations and bye laws and cost of preparing and engrossing this agreement and Conveyance or any document or instrument of transfer in respect of the said land and the Building





Society and/or Company that may be formed shall have no right, title or interest of whatsoever nature in such additional area or against the Builder.

28. The Purchaser and/or the Builder shall present this Agreement as well as the Conveyance, at the proper registration office for registration within the time limit prescribed under the Registration Act, 1908 and the Builder will attend such office and admit execution thereof:

29. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting at his/her address as specified below :

B/13, Silver Valley Co-op. Hsg Soc Ltd.

Shivaji Nagar, Vakola.

Santacruz (E) Mumbai-40005

AG
The
Prabha M. Mehta
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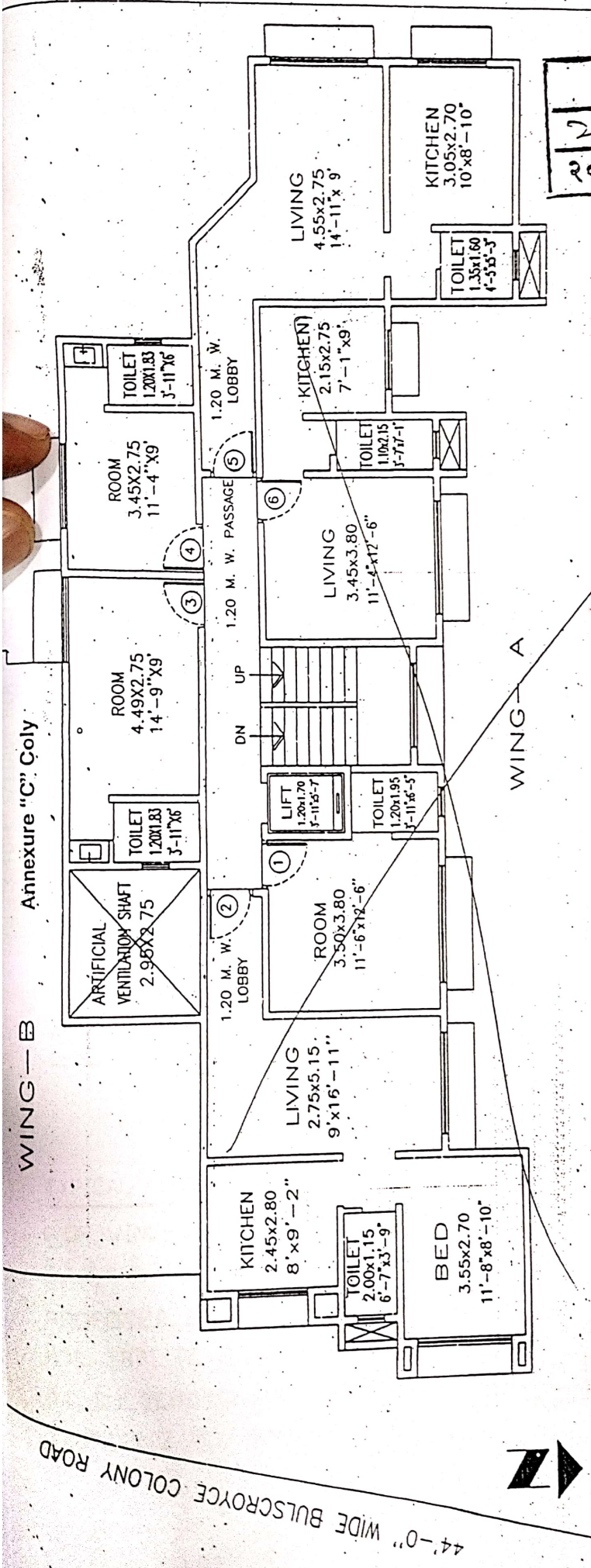
IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builder or the Society.

30. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (MAH. Act No. XV of 1971) and the rules made thereunder.

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



WING - B Annexure "C" Colony



2003
209
44
2003-21

DESIGN CIRCLE
A R C H I T E C T S
SAI-KUNJ, RM. NO. 10, GR. FLR.,
RAMCHANDRA LANE, MALAD (W),
MUMBAI-400064.

44'-0" WIDE BULSCROYCE COLONY ROAD

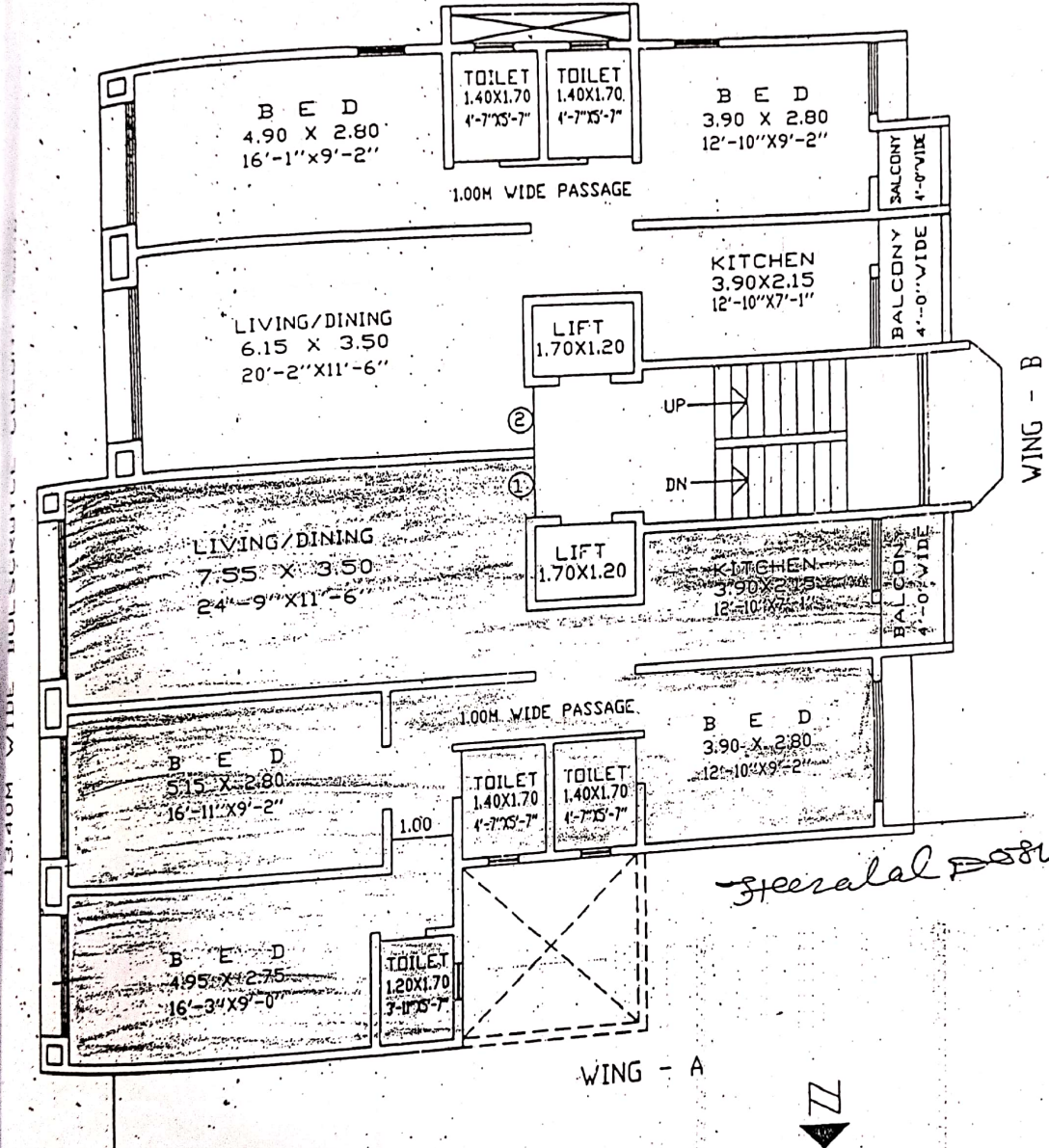
TYPICAL FLOOR PLAN OF THE FOLLOWING FLAT NO: ON ----- FLOOR



SCHEMATIC PLAN OF THE FOLLOWING FLAT NO. CE/9083/BSII/AH OF DT. 7TH JUNE 2001.
SAMBHAV - APARTMENT, WING - A
TENANTS, ON PLOT BEARING CTS NOS. 3871 TO 3901,
OF VILL. KOLE-KALYAN, SITUATED AT BULSCROYCE COLONY ROAD,
VAKOLA, SANTACRUZ (E), MUMBAI.

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229/40
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Annexure "C" Coly



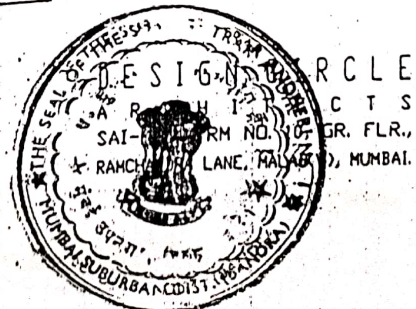
General Notes

TYPICAL FLOOR PLAN

(OF WING-B SHOWING FLAT NO. 501 ON 5th FLOOR)

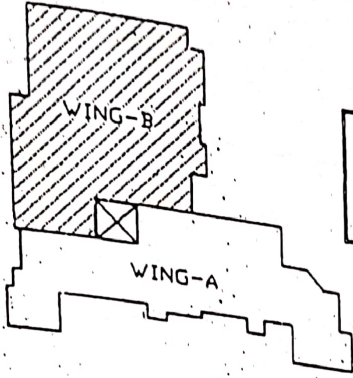
SCALE :

PROPOSED BLDG. ON PLOT BEARING, CTS
NDS. 3871 TO 3901, OF VILL. KOLE-KALYAN
AT BULSCROYCE COLONY ROAD, VAKOLA,
SANTACRUZ (E), MUMBAI.



Annexure "C" Coly

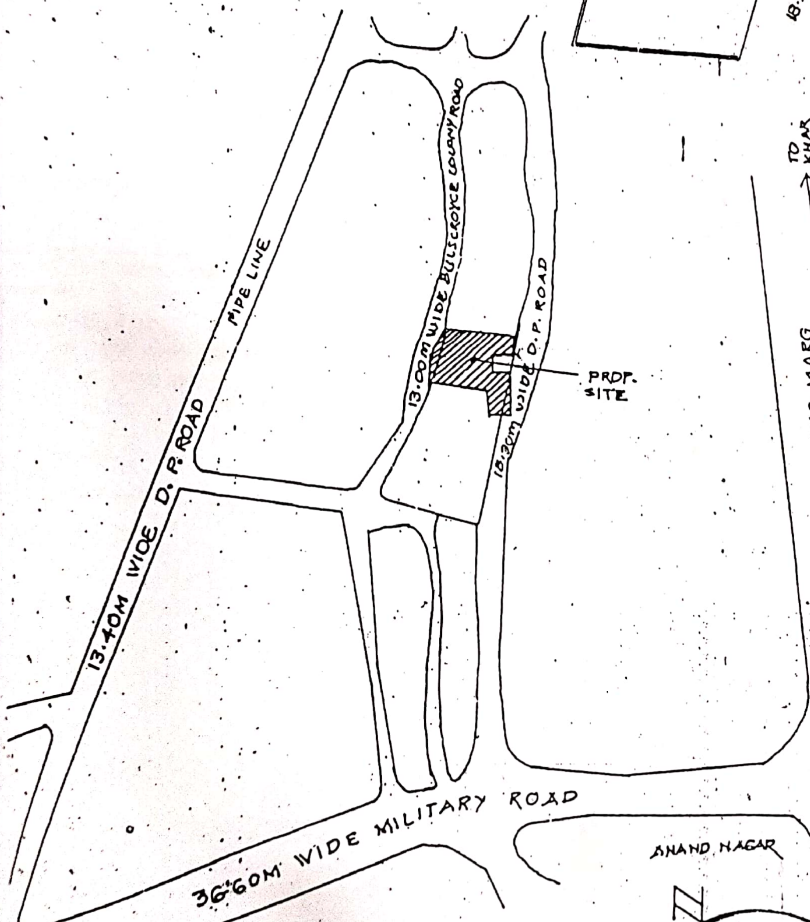
13.40M WIDE BULSCROYCE COLONY ROAD



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SITE PLAN SCALE:

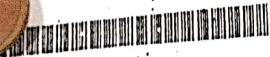
18.30M WIDE D.P. ROAD



LOCATION PLAN SCALE:

PROPOSED BLDG. ON PLOT BEARING,
 NOS. 3871 TO 3901, OF VILL. KOLE-KAL
 AT BULSCROYCE COLONY ROAD, VAKOL
 SANTACRUZ (E), MUMBAI.





दस्त गोषवारा भाग-1

बदर1
दस्त क्र 291/2003

16/01/2003 . दुय्यम निबंधक:
11:36:48 am अंधेरी 1 (बोंद्रा)

दस्त क्रमांक : 291/2003

दस्ताचा प्रकार : करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा टसा
1	नायक: महेशचंद्र टी मेहता पत्ता: घर/फ्लॅट नं: 13 गल्ली/रस्ता: शिवाजी नगर ईमारतीचे नायक: सिल्वर विलेज ही सोसा. ईमारत नं: - पेट/वसाहत: - शहर/गाव: सांताक्रुझ तालुका: - पिन: 55	लिहून घेणार वय 42 सही <i>[Signature]</i>		
2	नायक: प्रभा एम मेहता पत्ता: घर/फ्लॅट नं: 13 गल्ली/रस्ता: शिवाजी नगर ईमारतीचे नायक: सिल्वर विले ही सोसा ईमारत नं: - पेट/वसाहत: - शहर/गाव: सांताक्रुझ तालुका: - पिन: 55	लिहून घेणार वय 36 सही <i>Prabhram. mehta</i>		
3	नायक: हिरोलाल मेघराज दोशी भागीदार किजल कन्स कंपनी तर्फे पत्ता: घर/फ्लॅट नं: 101 गल्ली/रस्ता: ओल्ड कॉलेज रोड ईमारतीचे नायक: प्रथमेश अपा ईमारत नं: - पेट/वसाहत: - शहर/गाव: दादर तालुका:	लिहून घेणार वय 34 सही <i>Hero Lal Doshi</i>		

बदर-१/
291/2003
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दस्त गोषवारा भाग - 2

वदर1
दस्त क्रमांक (291/2003)

दस्त क्र. [वदर1-291-2003] चा गोषवारा
बाजार, मुल्य : 2625588. मोबदला 2200000 भरलेले मुद्रांक शुल्क : 166850

दस्त हजर केल्याचा दिनांक : 16/01/2003 11:31 AM
निष्पादनाचा दिनांक : 14/01/2003
दस्त हजर करणा-याची सही ; *[Signature]*

पावती क्र.: 292 दिनांक: 16/01/2003
पावतीचे वर्णन
नाव: महेशचंद्र टी मेहता
20000 : नोंदणी फी
1220 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्तांचा प्रकार : 25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 16/01/2003 11:31 AM
शिकका क्र. 2 ची वेळ : (फी) 16/01/2003 11:34 AM
शिकका क्र. 3 ची वेळ : (कमुली) 16/01/2003 11:35 AM
शिकका क्र. 4 ची वेळ : (ओळख) 16/01/2003 11:36 AM

21220: एकूण
[Signature]
डु. निबंधकाची सही, अंधेरी 1 (बांद्रा)

दस्त नोंद केल्याचा दिनांक : 16/01/2003 11:36 AM

ओळख :
खालील इंसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
वं त्यांची ओळख पटवितात.

- 1) हर्षद - केणी , घर/फ्लॅट नं: 106
गल्ली/रस्ता: -
ईमारतीचे नाव: बालाजी आर्केड
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: कांदिवली
तालुका: -
पिन: 67
- 2) प्रतिक - नरपतसिंग , घर/फ्लॅट नं: 106
गल्ली/रस्ता: -
ईमारतीचे नाव: बालाजी आर्केड
ईमारत नं: *
पेट/वसाहत: -
शहर/गाव: कांदिवली
तालुका: -
पिन: 67

[Signature]

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वदर-१/
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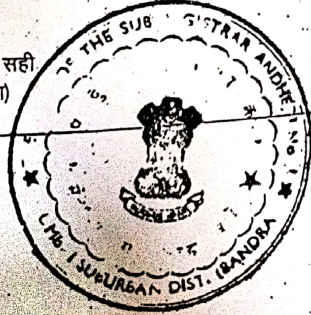
प्रमाणित करणेत येते की, या
दस्तामध्ये रकूय...*[Signature]*...पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी-क्र. १,
मुंबई उपनगर जिल्हा.

वदर १/२९१/०३
पुस्तक क्रमांक १ क्रमांक घर
नं. दला. १६/१०३
दिनांक

सह. दुय्यम निबंधक अंधेरी-क्र. १,
मुंबई उपनगर जिल्हा.

डु. निबंधकाची सही
अंधेरी 1 (बांद्रा)



229
B

DATED THIS 14th

DAY OF JAN 2003

BETWEEN

M/S. KINJAL CONSTRUCTION CO.

101, Prathamesh Apartment,
86, Old College Road, Near Portuguese Church,
Dadar (West), Mumbai - 400 028.

Builder

AND

Shri/Smt./Kumari/Ms. Maheshchandra T.

Mehta. M. Prabhakar M. Mehta.

Address B/13 Silver Valley Co-op Hse Soc

Ltd. Shivaji Nagar. Vakola.

Santacruz (E) Mumbai - 400 055.

Phone: Resi : _____ Off.: _____

Purchaser

AGREEMENT FOR SALE

Shop/Flat No. 501 on 5th Floor

in Building Known as

SAMBHAV APARTMENT

Chattrapati Shivaji Maharaj Road, Vakola Bridge
Santacruz (East), Mumbai - 400 055.

M/s. Anil Mandevia & Co.

Advocates & Solicitors

104, Ram-Nimi, B, Mandlik Road,
Near Colaba Police Station,
Mumbai - 400 039.

Tel. : 204 4124 • 287 0647

57
15/1/03

Share Certificate No. 001 Member's Regn. No. 001. No. of Shares 005.

Share Certificate

SAMBHAV APTS. 'B' CO-OPERATIVE HOUSING SOCIETY LT.
CSM. Road, Yakola Bridge, Yakola, Santacruz(E) Mumbai - 400055.

(Registered under the Maharashtra Co-operative Societies Act, 1960)

Authorised Share Capital Rs. 500 Divided into 5 Shares of Rs. 100/- ea

Registration No. MUM/WH-E/HSG/CTC/12923/2015-16 Date 29.06.201

This is to certify that Shri / ~~Smt.~~ Mrs. MAHESHCHANDRA T. MEHTA & MRS.
PRABHA M. MEHTA. is the Registered Holder of 005. fully paid up share
of Rs. ~~FIFTY~~ ^{100/-} each numbered from 001. to 005. both inclusive, in

SAMBHAV APTS. 'B' CO-OPERATIVE HSG. SOCIETY LTD., Mumbai

Subject to the Bye-laws of the said Society

Give Under the Common Seal of the said Society at Sambhav Apartment
this 21st day of August 2016.



Gayajain
Authorised
M.C. Member

[Signature]
Secretary

[Signature]
Chairman

P.T.O