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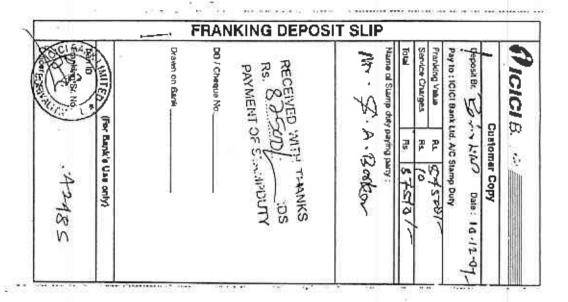
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KRISHNA GARDEN Flat No- 1803



AGREEMENT FOR SALE

VRINDAVAN - I & VRINDAVAN - II





Authorised Signatory KAUSTUBH SANT

AGREEMENT FOR SALE THIS AGREEMENT made at Mumbal this. BETWEEN: M/S. KAPILA AND COMPANY, a Partnership Firm having its Office Commerce Centre Site Office, in the Gujarat Industries compound situated at Vishveshwar Nagar, Off Aarey Road, Goregaon (East), Mumbai - 400 063, hereinafter called "the Developers" (which expression shall unless it be repugnant to the context or maning Ingregibe deemed to include its Parnters and this respective heirs, executors, and assings) of the ONE PART AND _ Mr. Amol Shankarran Barker of Mumbel, Indian inhab 602, Rodha-Mukund Co-OP. Hsg. Sicrely B.P. Road, Dahisar (W) Mumbai - 68 hereinalter called "the Purchaser/s" which expression shall unless it be regugitable to context of meaning thereof be deemd to mean and include his/her/thler/executor administrators and assings) of the OTHER PART

WHEREAS:

- (i) By an Agreement for Sale dated the 15th day of May 1978 and made between Kamalakar Narayan Samant (therein called "the vendor") of the One Part and Kanti Builders Private Limited (therein called "the Purchaser") of the Other Part, the said Kamalakar Narayan Samant agreed to sell to Kanti Builders Private Limited, interalia the property more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Larger Property") at or for the price and on the lerms and conditions therein contained;
- (ii) Disputes and differences arose between the said Kamalakar Narayan Samant on the one hand and Kanti Builders Private Limited, on the other hand and Kanti Builders Private Limited, filed a suit against Kamalakar Narayan Samant and others in the Hon'ble Bombay High Court, being Suit No.1116 of 1982, praying Interalia, for specific performance of the said Agreement;
- (iii) The disputes and differences were amicably settled and Consent Terms were arrived at between Kanti Builders Private Limited, and Kamalakar Narayan Samant and others and pursuant to the said Consent Terms, a Consent Decree was passed by the Hon'ble Bombay High Court on 11th December, 1984;
- (iv) By the said Consent Decree the property including the property mentioned in the Schedule hereunder written stood conveyed to Kanti Builders Private Limited;
- (v) The aforesaid Consent Decree dated 11th December 1984 has been registered with the office of the Sub-Registrar under Serial No. S/2635/85;
- (vi) The property registered card issued by the Authorities shows the name of Kanti Builders Pvt, Ltd. as the Owner of the property described in the First Schedule hereunder written;
- (vii) By a Development Agreement dated 7th June, 2005 entered into between Kanti Builders PvI. Ltd. (therein called as "the Owner") and the Developers herein (therein called as "the Developers") the said property in Ltd. have granted development rights to the Developers in respect of apportion of the said larger property on the ferms and conditions contained therein. The said botton of the larger property is more particularly described in the Second Schedule hereunder written and shown in red colour boundary line of the plant entrexed between the said portion more particularly described in the Second Schedule hereof per written, of the said larger property is hereinafter referred to a strength property.
- (viii) The Government of Maharashtra has granted 'No Objection Certificate' under Section 20 of the Urban Land Ceiling Act 1976 hereinafter referred to as "the U.L.G. Ac"

For M/s. Kaping Co.

under No.HWS-1084/177(1043)D-XIII dated 9/2/91 (hereinafter called "The said Exemption Order") which is in respect of the larger property;

- (ix) Two Buildings initially proposed to be constructed on the said property are known as Vrindavan-I and Vrindavan-II.
- (X) This Agreement relates to the building viz. Vrindavan-I and building and being the said Building. The said Building will be of Ground + Eighteenth Upper Floor + Nineteenth Floor.
- (xi) The Developers have entered into a Standard Agreement with the Architects Shri B.R. Gandhi & Associates, registered with the Council of Architects which is as per the Agreement prescribed by the Council of Architects.
- (xii) The Developers have also appointed JVC Structural Consultants for preparing the structural designs and drawings of the building in the said property and the Developers have accepted his professional supervision (ill the completion of the Building/s.
- (xiii) The Purchasers has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s inspection of the Consent Decree dated 11th December, 1984 and all the other documents of title relating to the said property and the plans, designs, specifications prepared by the Developer's Architect and of such other documents as are specified under the Maharashtra Ownership Flat Act, 1963 and the Rules made thereunder. The Purchasers has/have approved himself/herself/ themselves of all the terms and conditions on which the said property is being developed and has/have satisfied themselves about the same, as also the title and Authority of the Developers in respect of the said property viz. to develop, construct and sell residential/commercial premises being constructed by the Developers thereon.
- (xiv) A copy of Title Certificate issued by Shri Ganesh K. Kamath, Advocate of the Developers, Extract of Property Registered Card and the copies of plans and specification of Flat/Premises agreed to be purchased by the Purchased by the Purchased hereto as Annexure 'A', 'B' & 'C' respectively.
- represented to the Developers that he/she/the salare, the personal eligible to the tenement and/or premises, under the said Order five 100 and relying upon the said representation of the Purchaser/s, the Developers have agreed to stick to him/her/them the said tenements and/or premises as hereinafter mentioned.

(xvI)	The Developers have at the request of Purchasers control to ellot flat No. 1803	
	Car Parking No area covered under Stilt No on	the
	18th Floor of the said Building on the said Property more particularly describ	bed

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in the Second Schedule hereunder written and shown on the plans thereof hereto annexed, in the proposed Complex to be known as "KRISHNA GARDEN" at Borivati in Greater Bombay on the terms and conditions hereinafter appearing.

(xvii) Under the Section 4 of the sald Act the Developer is required to execute a written Agreement for Sale of the said flat/shop to the Purchaser/s being in fact these presents and also to register the sald agreement under the Registration Act.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEACTO AS FOLLOWS:-

- The Developers shall under normal conditions construct the said building as per the plans and specifications approved by Municipal Corporation of Greater Mumbai. It is expressly agreed by and between the parties hereto that the Developers shall be entitled to make such changes and/or alterations and additions in the said building plans as may be required by the Municipal Corporation of Greater Mumbai or other concerned Government authority, from time to time such alterations which the Developers may deem fit and proper and the purchaser/s hereby irrevocably consent/ s to the Developers carrying out such changes and/or alterations and additions. The Developers shall further be entitle to sub-divide the said property in two or more parts as deemed fit by the Developers and further the Developers shall also be entitled to amalgamate the said property or the such sub-divided portion of the said property as aforesaid with any adjoining property as per rules of Municipal Corporation of Greater Mumbal or other concerned Government Authority.
- The Purchaser/s has/have prior to the execution of this Agreement for Sale satisfied himself/herself/themselves about the title of the Developers to the said property more particularly described in the Second Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate the title of the Developers to the said property and no requisitions or objections shall be raised upon any matters relating thereto. Altopy of the Cartificate of Title Issued by Shri Ganesh K. Kamath, Advocate, is annexed hereto and marked as Annexure: A The Purchaser/s shall purchase the premises hereinafter mentioned by the best to be said Certificate of Title. The Purchaser/s declare/s and continues that he/shettres as/have read and understood said Exemption Order dated 231 and urchasers further declare/ s and confirm/s that he/she/they is/are entitled to purchaser/s further toghthis that se the premises mentioned and effects and and keep harmless the Developers their esta all costs, charges and expenses losses or damages which the Development and suffer or incur by virtue of the aforesaid declaration being found to be untrue or not true or false and if any action be/is teken by any person, party or authority against the वदर-६ manner whatsoever. For M/s debite & Co.

o Th	. D	woloners shall se	ill and the Purch	aser/s shall purchase Flat No
3. Th	ie De	erking Space No.	- Br	rea covered under Stilt No on
Çā	18,	Floor of	of the Building	known as Vrindavan-i and withdaware
/h		after referred to	ae "the said Bui	Idino") having an approximate Carpet area of
S	weby.	Two Point Fift	C2.76)	duding balconies as shown in the red Colour
bo	und	ary line in the F	loor Plan anne	xed herewith (hereinafter for brevity's sake
78	førre	ed to as "the said	premises") for	the price of Rs. 11,38,800 F /- which is
Inc	clusi	ve of the proport	lionate price of t	the common areas and facilities appurtenant
to	the	said premises.	The Purchaser/	/s agree/s to pay to the Developers the said viz. Rs. 11,38,800 /-
(F	Rupe	ees <u>Eleviem 1</u>	acs Thirty E	ight Thousand Eight Hundred Only)
as	ສ ບາກ	dert-		School Har
(6)		Rs. 1,13,880	<u>}</u>	(Rupees One Lac Thirteen Thoward
٧٠,				Eight Hundred Eighty only)
			+21	as deposit on or before the execution of this
10				Agreement. (The Payment and receipt
				whereof the Developers do hereby admit and
				acknowledge);
		- 50,000	<u>}</u>	(Rupees Fifty Thoward Only.
ili)	Rs	1	一文文 つのly)
				within days from the execution of this
				Agreement;
ii	ii)	As. 1,77,76	0+_/-	(Rupees One Lac Salenty Seven Thousand
				Seven Hundred STXty. only)
			22	on completion of the plinth of the said
				premises;
		- 021.00	Č .	The day The a Thousand
į,	v)	Rs. 33,480		Four Hundred Eighty only)
				on completion of the First Slab of the said
			attitte.	·
		/	THE CONTRACTOR OF THE PARTY OF	premises being cast; Three Thoward Prous Hundred Eighty only)
,	v)	Rs. 33.48		Appeas Thirty Three Thousand
		# 56	(2)) Four Hundred Eighty only)
		1 = 1	(A SEE	completion of the Second Slab of the
		1/3	7 m. 196	premises being cast;
		00 / 8	SECRETARY OF	The last of the last
,	vi)	As. 33,48) F	(Rupees Thirty Three Thoward
07				Four Hundred Eighty only)
*			बदर-	on completion of the Third Slab of the said
1	1	'. 61 la	D.O. BM	oremises being cast;
1	Am	DEN	120179	The most Kupiloseou.
3	¥ 15		15000	

(Rupees Tharty Three Thousand Rs. 33,4801 Four Hundred Eighty only) on completion of the Fourth Slab of the said premises being cast; (Rupees Thirty Three Thousand As. 33 4801 Four Hundred Eighty only) on the Fifth Slab of the said premises being cast; (Aupees Thirty Three Thomand Rs. 33,480} Four Hundred Eighty on completion of the Sixth Slab of the said premises being cast; 93,480 F (Aupees Thryt Thousand X) Four Hundred Eighty only) on completion of the Seventh Stab of the said premises being cast; (Rupees Thirt Three Thousand 33,480F xi) Four Hundred Eighty only) on the eighth slab of the said premises being cast; 33480F (Aupaes Thirty Three Thousand Four Hundred Eighty only) on the nineth slab of the said premises being cast; 33480F (Aupees Thirty Three Thousand our Hundred Egyhty till ttgist have enth slab of the said premises being Marty Three Thousand fundred 15ghty eleventh slab of the said premises (Rupees That Three Thousand S3,480F Fayer Hundred Eighty बदर-६ on the twelfth slab of the said premises being cast For Min Kanila a roll 2005

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(lvvi	Rs. <u>\$3,480</u> 1-	(Rupoes Thirty Three Thousand Four Hundred Eighly Only) on the thirteenth slab of the said premises being cast;
xvil)	Rs. <u>93,480}</u> -/-	(Rupees That's Thate Thousand Four Hundred Eights Only) on the fourteenth slab of the said premises being cast;
. xvlii)	Rs. <u>33,480+</u> /-	(Rupees Thurt Three Thousand Four Hundred Egypty Only) on the Fifteenth slab of the said premises being cast;
xix)	Rs. <u>33,480+</u> 1-	(Rupees Thirty Three Thousand four Hundred Eighty Only) on the Sixteenth slab of the said premises being cast;
XX)	Rs. <u>33,480}</u> -	(Rupees The Nation of Four Hundred Fighty Only) on the Seventeenth slab of the said premises being cast;
xxI)	Rs. <u>33480}</u> 1-	(Rupees Thisty Three Thomand Four Hundred Eighty Only) on the Eighteenth slab of the sald premises being cast;
xxii)	Rs. <u>83,480+</u> 1-	(Rupees Thirt Three Thousand Four Hundred Englity Only) on completion of Nineteenth floor of the said premises;
XXIH)	Rs/-	(Rupees
xxiv)	Rs	Only) on fixing of frame of the 800% of the said premises.
xxv)	Rs/-	Only) on completion of external Planshing of the said premises;
xxvi)	Rs	(Rupeus
xxvil)	Rs	(Rupees
a	y muleu	Only) on completion of external painting of the said premises; For M/s. Kapila & Co

xxv) Rs. 1,61,040}

(Aupees One Lac State one Thousand Fourty only)
being the ultimate balance of the purchase price against the delivery of possession of the said premises.

	bove payments the Purchaser		Developers the
	X0 X	—— XX ——	Only)
for Car Parking Spa	ice No to be allotte	ed to the Purchaser/s in t	he said building
or compound there	of. The said amount of Rs	/- shall be paid	simultaneously
with the payment of	of the amount stipulated in par	agraph 3(xix) above.	

4. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) as hereinafter mentioned and on the Purchaser/s committing breaches of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this Agreement.

PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s the installments of safe price of the said premises less Rs. 1,13,880 |- /- which may till then have been paid by the Purchaser/s to the Developers and the Developers shall also not be liable to pay to the Purchaser/s any Interest on the amount sequences and upon termination of this Agreement and refund of aforesaid amount by the persons. The Developers shall be at liberty to dispose of and sell to said premises to soon person and at such price as the Developers may in the Bosolute selection triple lit.

5. Without prejudice to the above and the Carelopars' offer its under this Agreement and/or in law, the Developer may at the form offer from the purchaser, the payment of the defaulted installment at the rate of 21% (twenty one percent) per annum for the period for which the payment has been delayed. For M/s. Kapila 8.

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- The standard fixtures, littings and amenities to be provided by the Developers in the 6. said building and the said premises are setout in Third Schedule hereunder written.
- It is expressly agreed between the Developers and the Purchaser/s that the plans 7. are subject to such modifications, alterations and/or substitutions as may be permissible or permitted in future by the Competent Authority appointed under the U.L.C. Act and any such tuture amendments, modifications or substitutions of the Original Order dated 9/2/91 and issued by the Additional Collector and Competent Authority (ULC) Greater Mumbai, under the provisions of the U.L.C. Act are and shall be deemed to be accepted by the Purchaser/s and the Purchaser/s shall not raise any demand or dispute or objection in respect thereof.
- The Developers hereby agree to observe, perform and comply with all the terms, 8. conditions, stipulations and restrictions, if any, which may have been imposed by the said concerned local authorities, bodies and at the time of sanctioning the said plans or thereafter.
- While developing the said land the Developers has utilized /shall utilize Floor Space 9. index of any other land or property by way of T.D.R. Index. If any time prior to or even after the execution of the conveyance, assignment of lease, the Floor Space index at present applicable to the said lands are increased, such increase shall enure for the benefit of the Developers alone, without any rebate to the Purchaser/s.
- Possession of the said premises shall be delivered by the end 10. of September Two Thousand Eight (2008).
 - The Developers shall not incur any liability If they are unable to deliver possession of the said premises by the aforesaid date if the completion of Project is delayed, by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order rule or notification of the Government and/or any other public or Competent Authority or for any one the control of the Developers and in any of the aforestill events, the property shall be entitled to reasonable extension of time to perfectly of the east of the said premises.
- able of fail to If for any reason the Developers are U ession of the said premises to the Purchaser/s within the day pecified in 10 above, or within any further date or dates as may be mutually affective by and between the parties hereto, then and in such case, the Purchaser/s shall be entitled to give notice to the Developers terminating the Agreement, in which event the Developers shall within two weeks from the receipt of such notice potting to the Purchaser/s all installments For M/s. Kapila & Co

paid in part-payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% (nine percent) per annum from the date of receipt till repayment. Such payment shall be accepted by the Purchaser/s in full satisfaction. of all its claims under this Agreement and neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developers shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Developers may deem fit. Until the aforesaid amount of deposit and the further amounts, if any, that may have been received by the Developers from the Purchaser/s are refunded as aforesald, they shall be a charge on the said premises. If as a result of any legislative order or regulation or direction of the Government or Public authorities, the Developers are unable to complete the aforesaid building and/or to give possession of the said premises to the Purchaser/s the only responsibility and liability of the Developers will be to pay over to the Purchaser/s and the several other persons who have purchased or who may purchase hereafter the premises and other portions in the said building, the total amount attributable to the said premises that may be received by the Developers at the time and in the manner as may be received by the Developers pursuant to such legislation and save as aloresaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever.

12. The Developers will endeavor to form separate Co-operative Society of separate buildings and the Land under the respective Buildings shall be leased to the respective Society by the Owners viz. Kanti Builders Pvt. Ltd. of the said property for the nominal rent of Rs.1/- per annum along with the Conveyance of the said Buildings in favour of respective Societies as aforesaid. The said land under the said respective Buildings is described in the Second Schedule hereunder written. The Developers shall cause the Owners of the said property viz. Kanti Builders Pvt. Ltd. to execute the said lease and the said Conveyance in favour of the respective Societies. The said lease and the said Conveyance will be executed by the Owners only after all the flats/premises are sold by the Developers in the said buildings to be constructed on the said property more particularly described in the Second Schedule hereunder written. It is reiterated for the sake of clarity that such Lease or Conveyance will be executed by the Owners as contemplated in the Second Schedule hereunder written.

It is expressly agreed between the Developers and the Irchase shall the Developers shall be entitled to use and utilize and dealwill for deal of the other lenate or encumber the said property and the Purchaser's shall have right as the property in respect of the said premises alone and actual transfer shall only take place from the said building being duly constructed and handed over to the perchaser's by the Developers and only upon any Co-operative Society, is formed of all the prospective purchasers of premises in the said Building and the take funder the said building as aforesaid is

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For M/s. Kapila & G

given on lease to such Co-operative Society and the Purchaser/s do/doth hereby irrevocably declare/s and confirm/s that he/she/they have no objection to the Developers developing the said property in such manner as may be described by the Developers without any further reference or recourse or consent or concurrence of the Purchaser/s.

- 14. The Purchaser/s doth/do hereby agree to bear and pay his/her/their proportionate share of all outgoings, cesses, taxes, rates and other charges including betterment charges, maintenance charges, water charges, electricity bills in respect of the said premises and also in respect of the common amenities and common areas in the said complex as may be determined by the Developers on 10th of each month without any delay or default, time being the essence of the contract.
- 15. The Purchaser/s doth/do hereby further agree to bear and pay the costs of maintaining and repairing the internal roads on demand by the Developers without any delay or default, time being the essence of the contract.
- 16. The Purchaser/s hereby agree/s that in the event of any amount by way of security deposit being payable to the Municipal Corporation of Greater Mumbai or to the State Government security deposit or any other payments of a similar nature in respect of the said property or any part thereof and/or the structure or structures to be constructed thereon for the purpose of giving water and electricity connection or any other tax or payment of a similar nature becoming payable by the Developers, the same shall be paid and/or reimbursed by the Purchaser/s to the Developers in proportion to the area of the said premises and in determining such amount, the decision of the Developers shall be final, conclusive and binding upon the Purchaser/s.
- 17. It is expressly agreed that the Developers shall have right to make any addition, afteration, change or substitution of the building plans in respect of the said building in which the said premises are located and also to make any alteration in the tayout submitted in respect of the said property without any, further or other consent or concurrence from the Purchaser/s and the authority as contained herein shall be deemed to be a specific authority specifically granter than a specific authority specifically granter than the existing plans as required and provides that the property without any.
- 18. It is expressly agreed that the Developers along that the particles to any F.S.I. which may become available in respect of the sald property at any time the eafter by virtue of any change in the layout or virtue of release of any portions from the reservation or recreation ground or by virtue of any amandment in the law applicable or any notification or order passed by Government of Maharashtra or Union of India or Municipal Corporation of Greater Mumbai or any other Public or Private body or

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For M/s. Kapile & Co

authority, as the case may be, and the Purchaser/s further confirm/s that the Developers shall be entitled to utilize the said E.S.I. by constructing additional building or buildings or floor or floors or tenement or structures on the said property as the Developers may desire without any lawful interruption, dispute or objection by the Purchaser/s or any Co-operative Society, or any other body or organization of prospective purchasers of premises in the said building in any manner whatsoever.

- Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in, to or upon the said property or the said building or any part thereof or the said premises and such conferment shall take place only upon Co-operative Society being formed by the Developers of all the purchasers of various premises in the said building and on the execution of the Conveyance/lease in favour of such Co-operative Society as per Clause No.12 above.
- It is expressly agreed that the Developers shall be exclusively entitled to rights in respect of parapet wall, open space, still areas and all other areas available on the said property/Building for the purpose of utilization thereof in such manner as the Developers may desire including laying any hoardings or any neon signs or any other user as may be deemed fit by the Developers or their nominee or nominees and the Purchaser/s further agree/s and confirm/s that neither she/he/they nor any Co-operative Society shall not challenge the same or shall dispute the same and shall abide by and observe and perform the contract or contracts entered into or the rights created by the Developers in respect thereof.
- The Purchaser/s hereby expressly agree/s that he/she/they has/have no objection to the Developers using utilizing and exploiting the said property and constructing building or buildings and erect tenements and premises and use the same for such purpose or purposes as may be permissible and the Purchaser/s has/have no objection to any residential/Commercial/shopping/educational/ Iheatre/hote/nursing maternity home or any other purpose or purposes for which the same are becopy any person or party to whom the Developers may sell or allot the premises
- 2002 The Purchaser/s shall on demand deposit with the Develo Rs. 60,000 - /- towards the deposit to be magnetically the Heller of the electric meter and water connection of the said building to the Heliance Energy Limited and the Municipal Corporation of Greater Mumbal to fighting probable supply and water supply respectively. The Purchaser/s shall on execution of this Agreement for Sale deposit with the Developers a further sum of \$500/- towards the share entrance lees of the proposed Co-operative Society and on the funder dames Developers the Purchaser/s shall pay to the Developers the Purchaser shall pay to the Purcha expenses for formation and/or registration and for the transfer of the said property in favour of such Society. In the event any additional amount becoming payable in For Ms. Kapile o.

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respect of the aloresaid matters, the Purchaser/s shall forthwith on demand pay the same to the Developers.

- 23. The Purchaser/s shall pay prior to taking possession of the said premises, to the Developers a sum of Rs. 42,420 h. (Rupees Fourty Two Thousand Four Hundred Twenty Opt). Only) which will be held by the Developers as deposit and the Developers shall be entitled to utilize the money from such deposits for payments of the Municipal rates and taxes and other outgoings in case the Purchaser/s making any default in payment thereof regularly as agreed to herein by him/her/them. After the said Society as aloresaid shall have been formed and registered and the property and the said building shall have been transferred to the said Society, the Developers shall hand over the said deposits or the balance to such Society.
- The Purchaser/s doth/do further agree and undertake that on being placed in possession of the said premises the Purchaser/s shall not at any time demolish or cause to be done any additions, alterations, changes, amendments of whatsoever nature in the said premises or any part thereof or in the exterior of the said premises including painting the exterior of the said premises in any manner whatsoever without the prior permission of the Developers in writing first obtained in that behalf. The Purchaser/s also agree/s and undertake/s not to enclose the balconies and other area and make any loft or mezzanine floor or area in the said premises and not to make any projections from the said premises in any manner whatsoever. The Purchaser/s doth/do further agree and undertake not to use the said premises for any purpose other than for which it is agreed to be sold to the Purchaser/s and not to make or do any change of user in the said premises in any manner whatsoever. The Purchaser shall keep the said premises, walls, partition walls, sewers, drains, pipes and meters appurtenant thereto into good and tenantable repairs and conditions and particular so as to provide shelter and protect the parts of the said building other than his/her/their premises.
 - 25. The Purchaser/s shall have no claims save and except in respect of the said premises agreed to be purchased by him/her/them. All open spaces, lobbies, lifts, water tanks garden etc. will remain as the absolute creative the Developers until the said building is conveyed or transferred to the proposed Co-operative Society but society but

28. IT IS HEREBY EXPRESSLY AGREET THAT THE PROOF the sale building shall always belong to the Developers and they small be proved to deal with and dispose of the same in such manner as they deem in the heaven of the developers obtaining

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permission from the Municipal Corporation of Greater Mumbai for constructing any type of premises on the terrace, then the Developers shall be entitled to deal with and dispose of in any manner whatsoever such premises constructed by them on the terrace together with the terrace to such person or persons or parties at such rate and on such terms and conditions as the Developers may deem fit. The Developers shall be enlitted to allot the entire terrace to the prospective Purchaser/s of such premises constructed on the terrace and the terrace shall be in the exolusive possession, use, occupation, enjoyment and ownership of such Purchaser/s of such premises constructed on the terrace as aforesaid. The Society that may be formed for all the Purchasers together with all the premises shall accept the Purchaser/s of the premises that may be constructed on the terrace as its memberis and shall allot to such Purchaser/s the premises that may have been constructed on the terrace along with the terrace. In the event of any water storage tank being constructed on the terrace of the said building for the benefit and use of the various flats/garages or other premises then the Society shall be entitled to depute its representatives to go to the terrace for the regular upkeep and for repairing the tanks at all reasonable times and/or during such time as may be mutually agreed upon by the Purchaser/s of the premises with the said terrace and the said Society.

27. The Developers have given inspection of the said Agreement for Development dated 7th June, 2005 to the Purchaser/s whereby the Owners have granted development rights to the Developers to develop the said property more particularly described in the Second Schedule hereunder written on the terms and conditions more particularly contained in the said Development Agreement dated 7th June, 2005. It is clearly agreed that the Developers Right is only limited and restricted to the property more particularly described in the Second Schedule hereunder written and that the Developers shall cause, conveyance I lease in respect of the said property more particularly described in the Second Schedule hereunder written or any part I parts thereof as contemplated in this Agreement through the Owners of the said property or its Power of Attorney holder only after all premises in the said building are sold and payments in respect thereof are received by the Developers in full and development of the said property is completed in all respects.

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28. IT IS HEREBY AGREED AND DECLARED THAT the Developer's shall be entitled to sell and/or dispose of all or any of the unsold premises from time to such person or persons or to such body and to charge such spirition or moneys or price as the Developers may in their absolute dispression in the beautiful to that the consideration of price so received by the Developers for their own absolute use and benefit and the Purchaser/s or any Society shall not raise or make any objection or claim thereto at any time and that the Purchaser/s and the said Society shall admit such Purchaser/s of such flats. For M/s. Kapita

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garages or any other premises from the Developers as a member or members of such Society in respect of such premises purchased by him/her/them & shall further allow such Purchaser or Purchasers to occupy and enjoy flats, garages or any other premises without demanding any sum or sums from him/her/them towards the purchase price or rent or compensation for such flats, garages or other premises subject however to other provisions of the Bye-laws and Regulations of the said Society.

- 29. In the event of the said Society being formed and registered before the sale and disposal by the Davelopers of all the premises in the said building, the power and authority of the said Society so formed of the Purchaser/s and other Purchaser/s of the premises shall be subject to the overall control & power of the Developers in any of the matters concerning the said building or structures and the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold premises in the said building and structures and the disposal thereof.
- 30. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the premises agreed to the purchased by the Purchaser/s, the Developers shall be at liberty to sell assign, transfer, mortgage or otherwise deal with or dispose of their right, title or interest in the said property or in the buildings to be constructed by the Developers without any consent or concurrence of Purchaser/s in that behalf on the same terms and conditions as contained in this Agreement and the person or party nominated by the Developers shall be deemed to be the Developers in place and stead of the Developers herein.
- As soon as the said building is notified by the Developers as complete each of the Purchasers of the various premises including the Purchaser's shall pay the respective arrears of the price along with the amount of stamp duty and Registration charges payable by the Purchaser's within 7 (Seven) days of such notice served individually or to be put in any prominent place in the said building. If the Purchasers fail to pay such arrears and demands as aloresaid inspite of the said notice, the Developers will be entitled to terminate the Agreement with such Purchasers and to forfeit the amount of earnest or deposit and refund without suppose to balance amount of the installments of the purchase price paid by the purchasers will be entitled to deal with a dispose of such premises in any manner as they may deem fit.
- 32. The Developers shall in respect of any arround remaining the purchaser/s under the terms and conditions of this Advertised by the Purchaser/s. For Ms. Kapile of the said premises agreed to be purchased by the Purchaser/s. For Ms. Kapile of the said premises agreed to be purchased by the Purchaser/s.

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- Notwithstanding anything contained herein, the Developers shall after the said building is completely ready and fit for occupation and after the said Society as aforesaid is registered or (ormed and only after all the premises in the said building have been sold and disposed off by the Developers and the Developers have received all the dues payable to them under the terms of their respective Agreements for Sale with various Purchasers of various premises, execute and/or cause the owners to execute in favour of the Co-operative Society to be formed of the Purchaser/s of the various premises in the said building or a long lease for a period of 99 years for annual rent of Rs.1/- In respect of the land under the said Building and conveyance of the said building.
- The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/them and shall abide by all the Bye-laws, Rules and Regulations of the Government, Municipal Corporation of Greater Mumbai and the Reliance Energy Limited, the Society or any concerned body or authority (and any other) authorities and the local bodies and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or Bye-laws and shall observe and perform all the terms and conditions contained in this Agreement and shall indemnify and keep indemnified the Developers and their estates and effects against any costs, charges, expenses, losses or damages or claims or demands.
- The Purchaser/s hereby covenant/s with the Developers to pay all the amounts liable 35. to be paid by the Purchaser/s under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Developers indemnified against the said payments and observance and peripimance on his/her/ their part of the said covenants and conditions: 98

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The Purchaser/s hereby agree/s and undertake/s that on the Developers deciding to form a Co-operative Society of the various premises purchasers then in that event the Purchaser/s shall become a member/s of such Co-operative Society in the manner herein appearing and also from time to time sign and execute the applications for registration and other forms, papers, documents necessary for the formation and the registration of the said Society including the Bye-laws of the proposed Society and duly (illed in, sign and return within 7(seven) days of the same being forwarded by the Developers. No objection shall be raised to the draft Bye-Laws as may be required by the Registrar of Co-operation of the other Competent Authority. The Purchaser's shall be bound from underly below the papers, forms and desuments and to do all other whee to the purchaser's of flats other premises in the sale building. Failure to comply with the Purchaser's of flats other premises in the sale building. Failure to comply with the provisions of this Clause will render the Agreeme facto to come to an end. For M/s, Kapila 600.

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- 37. The Purchaser/s shall not without the written permission of the Developers let, sublet, sell, convey transler, mortgage, charge or in any way encumber or deal with or dispose of his/her/their/premises or any part there of or allow any person or pany to occupy the said premises or any part thereof not assign, underlet or part with his/her/their interest under or benefit of this Agreement for Sale or in the said premises until the execution in favour of a Co-operative Society formed of the Purchaser/s of the various premises of the said building and till the Purchaser/s shall have paid to the Developers in full all moneys payable to the Developers under this Agreement for Sale.
- 38. The Purchaser/s shall permit the Developers and their surveyor and agents with or without workmen and others at all reasonable times to enter into and upon his/her/ their premises or any part thereof for the purpose of repairing any part of the said building and for laying/replacing/repairing cables, water covers, gutters, wires, structures and other convenience belonging to or servicing or used for the said building and for similar purposes of laying down maintaining, repairing and testing drainages, gas and water pipes and electric wires and also for the purpose of cutting off the supply of water to the premises in the said building in respect whereof the Purchaser/s or the Occupiers of such or other premises, as the case may be shall have committed defaults in paying his/her/their share of the water tax and/or other outgoings and the electric charges or any charges and dues.
- 39. After the possession of the said premises is handed over to the Purchaser/s and any additions or alterations in or about or relating to the said buildings are required to be carried out by the Government, Municipal Corporation of Greater Mumbai or any other statutory authority, the same shall be carried out by the Purchaser/s of the said premises in the said building at his/her/their own costs and the Developers shall not be at any time be in any manner liable or responsible for the same or any part thereof.
- 40. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to become payable in respect thereof or which may or is likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance to the cause likely to cause nuisance or annoyance or annoyance to the cause likely to cause nuisance or annoyance or annoyan

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41. Any delay or indulgence by the Developers in entorcing the forms and conditions of the Agreement for Sale or any torbearance of giving time the Porchaser/s shall not be considered as a waiver on the part of the Developers of the part of the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers. For M/s. Kapila & Co

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42.	The letters, receipt and/or notices issued by the Developers dispatched under Certificate of Posting to the address given to them by the Purchaser/s as hereinaher mentioned shall be deemed to be served upon him/her/them and shall completely and effectively discharge the Developers. Mr. Arnol S. Barkar. Goz Radha Mukund Co-op. Hsg. Rachty. B. P. Road, Dahtsar (IN), Mumbai - 68.
43.	The Purchaser/s shall pay Rs/- at the time of taking over of possession
	of the said Flat towards costs, charges and expenses in connection with the formation
	of Co-operative Society of the Purchasers as contemplated by the provisions of the
	Maharashtra Apartment Ownership Act, 1970 as the case may be, as well as towards
	the costs of preparation, Conveyance lease or any other documents, deeds and writings to be executed by the Developers or by the Purchaser/s.
	maings to be executed by the Developers of by the Potonasays.
44.	The Purchasers on possession shall pay following:-
	i) Meter and water charges;
	Rs/- for two room apartment.
	Rs/- for three room apartment.
	Rs/- for one room apartment.
	·
45.	Notwithstanding anything contained herein, the Purchaser/s shall have no claims
	save and except in respect of the said premises agreed to be purchased by him/her/
	them it being clearly agreed that all open spaces lobbies, fifts, water tanks, garden
	and all other common areas will remain the absolute property of the Developers until
	the whole building is conveyed or transferred or given on lease by the Developers
	to the proposed Co-operative Society or a Limited Company or Condominium of
	Apartments as hereinalter mentioned but subject to the right of the Developers as provided herein.
	22 19 1/2
46.	Notwithstanding anything contained herein, the Purchaser/s undertexes not to object
	or raise any objection or write letter to the My Constitution of Greater Mumbai
	or any other public body or authority objectives to me dural province want or construction
	of building and other premises on the data property slucing consumption of any
	Transferable Development Rights (TDF) a alable finite Developers on the said
	properly and hereby confirms and constants that the evelope shall be entitled to
	consume additional FSI/TDR, FSI obtained as accounted to account and
	FSI obtained on account of providing an account of providing and
	passages in luture in the said building etc. in such manner as it may deem lit and
37	shall also be entitled to surrender of any portion of the said plot if the same is
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required to be surrendered to the concerned authorities while development of the said property or any part thereof or otherwise and the Developers alone shall be entitled to receive any compensation or other benefits that may be available in lieu of such surrender. It is clearly agreed that any existing, additional and future FSI/TDR including FSI available in tieu of surrender of any portion of the said property to the concerned authority by the Developers or by amalgamation of plots, shall always belong to the Developers and the Developers shall be entitled to consume such FSI by putting up turther floor/floors on the proposed building or on putting up any construction on any part/portion of the said property or in the manner as may be deemed fit and proper by the Developers and the Purchaser/s shall not object to the manner of consumption of FSI/TDR by the Developers and shall not claim benefit of such FSI/TDR in any manner whatsoever.

- 48. The Stamp duty and registration charges in respect of such documents, transferring/conveying the building and/or granting lease of the portion of the land under the said building in layour of such Society as contemplated in this Agreement shall be borne and paid by all the Purchaser/s of the premises and/or the said Society the Developers shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid to her/them immediately on demand by the Developers.
- 49. The Purchaser/s will lodge this Agreement for registration with street are of Assurance at Mumbai and the Developers will attend the Sub-Registry and admit execution thereof after the Purchaser/s informs the of the Rumber under which it is lodged for registration by the Purchaser/f
- 50. Each party will bear its own legal expenses and all thomp doty and registration charges payable in respect of this Agreement shall be bothe and paid by the Purchaser/s alone.
- 51. This Agreement shall be subject to the jurisdiction of Courts in Mumbai.

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For M/s. Kapila 8 Co.

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THE FIRST SCHEDULE ABOVE REFERRED TO:
(Schedule of property admeasuring 19177,20 sq. mlrs.
(Nineteen Thousand One Hundred Seventy Seven Point Twenty
Square Meters)

ALL THAT piece or parcel of land or ground situate at Village Eksar, Taluka Borivali in Greater Mumbal in the Registration District and Sub-district of Mumbal City and Mumbal Suburban and bearing C.T.S.No.374-B/19 admeasuring about 19177.20 sq. mtrs. (Nineteen Thousand One Hundred Seventy Seven Point Twenty Square Maters) and bounded as follows:-

On or lowards the East by

D.P. Road

On or towards the West by

C.T.S.No.374 B/18

On or towards the North by

D.P. Road

On or lowards the South by

: C.T.S.No.374 B/20

THE SECOND SCHEDULE ABOVE REFERRED TO: (Schedule of property admeasuring 5000 sq. mirs. (Five Thousand Square Meters)

ALL THAT piece and parcel of land or ground situate at Village Eksar, Taluka Borivali in Greater Mumbai in the Registration District and Sub-District of Mumbai-City and Mumbai Suburban and bearing C.T.S.No.374 B/19 (pt) radmeasuring about 5000 sq. mtrs. (Five Thousand Square Meters) and bounded as follows:-

On or towards the East by

D.P. Road

On or towards the West by

C.T.S.No.374 B/19

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On or towards the North by

c.T.S.No.374 B/19

On or towards the South by

C.T.S.No.374 B/20

Capila & Co.

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THE THIRD SCHEDULE ABOVE REFERRED TO: LIST OF STANDARD AMENITIES

- Two automatic OTIS or similar make Liks out of which one shall be 5 passengers
 capacity lift and the other shall be a stretcher lift.
- 2. Concealed wiring with ISI Switches.
- Concealed plumbing with Standard Pipes and fittings.
- NITCO Tiles flooring in living room, bed room, Kitchen and passages (Marble Mosaic- white).
- 5. Kitchen Platform in Khadappa.
- Glazed tiling in Bathroom upto ceiling level and 3' in W/C.
- 7. 2' Glazed tiling above Kitchen Platform.
- 8. Commercial ply hot press flush doors in bed rooms & Main doors.

9. Commercial ply hot press flush door in kitchen of 'C' Type Only:

10. Aluminum Sliding windows with Thurns-up glass.

11. Distemper colour in all rooms and common passage.

2294 9C 2006

- 12. Medium range C.P. Fittings.(Coated)
- Texturised paints on all exterior walls.
- 14. Sal wood frame in living- room, bed-rood & kitch
- 15. Kadappa Irame in bathroom, W/C, Toilet and ven latdre of 5a
- 16. Sintex door shutters in Bath/W.C. & Toilets.
- 17. Details of Electric Points:-

Room Point	Light Point	Fan Point	Plug Point	Power Point	Cable Point	Yelephone Point
Ļiving	3 Nos.	2 Nos.	1 No.		1 No.	1 No.
Bed Rooms	2 Nos.	1 Nos.	1 No.	1 No.	1 No.	1 No.
Kitchen	1 No.	1 No.	2 No.	2 Nos.	20	3.33
Tailet	1 No.		1 No.	1 No.	*	1.24
8ath	1 No.		1 No.	1 No.	**:	
w.e.	I Ne.	**	19	19	**	
Passage	1 No.	223	1 No.	1 No.	##B	120
Wash Basin	1 No.	57.0	••	K-11	227	144

For M/s, Kapila & Co

Ame Builan

IN WITNESS WHEREOF, the Developer and Purchaser have hereunto set and subscribed their hand and seal the day and year first hereinabove written.

For M/s. Kapila &	Co
Signed and delivered by the	For KAPILA & CO. Partner
Signed and delivered by the	The state of the s
Received the day and year first hereinabove written of and from the withinnamed Purchaser the sum	22-94 20 2000 2000
WITNESS: 1. 2.	WE SAY RECEIVED For KAPILA & CO. Partner

ANNEXURE - 'A'

Ganesh K. Kamath Advocate High Court, Mumbai

Off. : 612-9, Commerce House, 140, N. M. Road, Fad. Mumbai - 400 023.

TO WHOMSOEVER IT MAY CONCERN

Property bearing City Survey No.374 B/19 (pt) admeasuring 5000 sq. mtrs. or thereabouts situate at Borivali, Mumbai, belonging to Kanti Builders Private Limited.

By an Agreement for Sale dated 15th day of May, 1978 and made between Kamlakar Narayan Samant therein called "the Vendor" of the One Part and Kanti Builders Private Limited therein called "the Purchaser" of the Other Part, Kamlakar Narayan Samant agreed to sell to Kanti Builders Private Limited his property situate. lying and being at Village Eksar, Borlval' at or for the price and on the terms and conditions therein contained.

Disputes and differences arose between the said Kamlakar Narayan Samant and Kanti Builders Private Limited and as a result of which, Kanti Builders Private Limited filed a suit against Kamlakar Narayan Samant and others in the Hon'ble the Bombay High Court being Suit No.1116 of 1982 for specific performance of the said Agreement.

In the said suit, consent terms were arrived at between Kanti Builders Private Limited and Kamlakar Narayan Samant and others and pursuant to the said consenterms, a consent decree was passed on 17th December, 1984. The said Consent Decree has been registered with the office of the Sub-Registrar of Assurances of Bolinbay 2294 under Serial No.S/2635/85 on 29th July, 1985. 200Z

The said Kanti Builders Pvt. Ltd. are therefore the Owners of the property more particularly described in the First School and the Helling written.

40 016 • TBL : 437 8702

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Real, 118, Shiv-Nivas, First Floor, S. Bapat Marty,

(All correspondence to be

Ganesh K. Kamath Advocate High Court, Mumbai

OH.: 512-A. Commerce House, 140, N. M. Rood, Fort, Mumbal - 400 023.

By a Development Agreement dated 7th June, 2005 entered into between Kanti Builders Pyt. Ltd. of the one part and Kapila & Co. of the other part, Kanti Builders Pyt. Ltd. have granted development rights in respect of the properly more particularly described in the Second Schedule hereunder written which is a portion of the larger property more particularly described in the First Schedule hereunder written on the terms and conditions contained therein.

Under the said Development Agreement, M/s. Kapila & Co. is entitled to develop the said property more particularly described in the Second Schedule hereunder written and are also entitled to sell and/or alienate flats/premises/car parking spaces/covered parkings in the proposed building/buildings to be constructed on the said property more particularly described in the Second Schedule hereunder written.

I have investigated the title of Kanti Builders Pvt. Ltd. to the property described in the Second Schedule hereunder written and subject to the development rights granted to M/s. Kapila & Co. as hereinbefore mentioned, find the capitage be clear and marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO 2002

(Schedule of property admeasuring 19177.20 eq. mire.
(Nineteen Thousand One Hundred Seventy Seven Point Twenty Square Meters)

ALL THAT piece or parcel of land or ground situate at Village Eksar, Taluka Bortvall in Greater Mumbai in the Registration District and Sub-district of Mumbai City and Mumbai Suburban and bearing C.T.S.No.374-B/19 admeasuring about

Rest.: 18, Shiv-Nivos, First Floor, S. Bapat Marg. Mahuriga Will, Murriad 200 016 = Tel.: 437 8702

(All correspondence to be 100 of resignation and 100 of resi

Ganesh K. Kamath Advocate High Court, Mumbai

O.H.: 512-A, Commerce House, 140, N. M. Road, Fort, Mumbal - 400 023,

19177.20 sq. mtrs. (Nineteen Thousand One Hundred Seventy Seven Point Twerty Square Meters) and bounded as follows:-

On or towards the East by

D.P. Road

On or towards the West by

C.T.S.No.374 B/18

On or towards the North by

D.P. Road

On or towards the South by

C.T.S.No.374 B/20

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Schedule of property admeasuring 5000 sq. mtrs. (Five Thousand Square Meters)

ALL THAT piece and parcel of land or ground situate at Village Eksar, Taluka Borivali in Greater Mumbai in the Registration District and Sub-District of Mumbai-City and Mumbai Suburban and bearing C.T.S.No.374 B/19 (pt) admeasuring about And Barker 5000 sq. mtrs. (Five Thousand Square Meters) and bounded as follows:-

On or towards the East by

D.P. Road

On or towards the West by

C.T.S.No.374 B/19

On or towards the North by On or towards the South by

C.F.S.No.374 B/19 C.T.S.No.374 B/20

Dated this 10th day of June, 2005.

वदर-६ 2002

Yours truly,

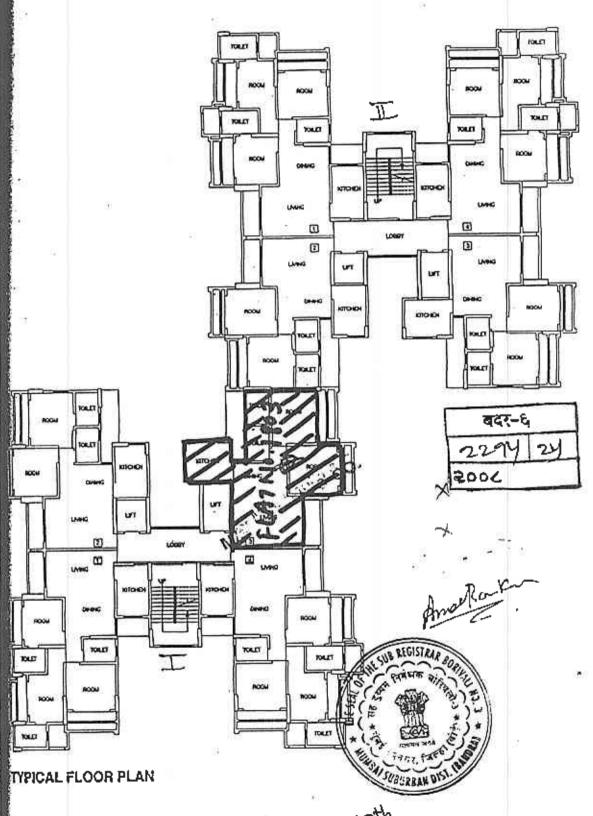
(Ganesh K. Kamath) Advocate, Mumbai.



Rest. : 18, Shlv-Nivas, First Floor, S. Baipat Marg, Matunga (W), Murribal - 400 016 • Tel. : 437 8702 (All correspondence to be made at residential address only)

ANNEXURE - 'B'

H. R. B. Parkley	Market of Co.	TC	कसर त		799	
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	ж <u>ы</u>	मुख्या प्रधानिक प्रध	४ की ट च रिक्राम साक्ष्यके स्वराज्ये	6-26276 92506 19. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19. 19.		11-4)4 2
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Proposed plan of the Flat No. 1803 on 18th Floor in VRINDAVAN - 1 Floor in KRISHNA GARDEN, agreed to be acquired by the purchaser.

SECTOR-IVE C.T.S. NO.J74 8/18 D.P ROAD SECTOR-MA,374 B/18 (PART)
C.T.S. NO,374 B/18 (PART)
- 14177.20 SO,MT.
- FOUNTEEN THOUSAND ONE HUNDRED SEVENTY SEVEN POINT THENTY
SO, MT. SECTOR-NA
C.T.\$. MD.374 0/11 (PMT)
- 5000.00 50.WL
- FIVE THOUSHID SQ. MT. C.T.S. NO.374 B/20 . D.P ROAD LAYOUT PL 2006

अपर जिल्हाधिकारी व सक्षम प्राधिकारी (नागरी क्षेत्र कमाल धारणा)बृहन्मुंबई प्रमासकीय स्मारत, ५ <u>वा यजला, चेतना कॉलेज जनक शासकीय वसास्त्र, बांहा (पूर्व) मुंबई ५९</u>

> क्र. सो/युएलसी/ डी-३/मे-२०/बी-१८१ _ दिनांक :८५७ .१०.२००५

प्रति,

दुव्यम निबंधक क्र.३ बोरिवली बांद्रा कुर्ला कॉम्प्लेक्स, बाद्रा (पूर्व)मुंबई ४०००५१

> बिषय : नागरी जमीन कमाल धारणा अधिनिषम १९७६ चे कलम २० घ २९ अंतर्गत सुटीचे आवंशातील अटी व शर्तीचे पालन न करणा-या विकासकांच्या योजनेतील सर्दनिकांच्या करारपत्रांच्या मोंदणीबाबत संदर्भ : यो कार्यालयाचे पत्र क्र. सी/युएलंसी/६(१) /डंस्क-३/से-२०-२१/१०% सर्दनिका दिनांक ३१.३.२००५

विषयांकित या कार्यालयाच्या संदर्भाधीन पत्रानुसार नागरी जीमन क्याल धारणा कायरयाच्या कलम २० / २१ नुसार मंजुर झालेल्या घरबांधणी योजनांमधील, योजना मंजुरीच्या आदेशातील अटी यं शतीची पुर्तता न करणा-या विकासकांच्या सदिनकांच्या करारपश्ची नांदणी न करणेबायत आपणास कळविणेत आलेले आहे.

उक्त संदर्भाधीन पत्रासोतत जांडण्यात आलेल्या यादीतील वोरिक्ली तालुक्यातील मौजे एक्सर सीसकः २७२ थ २७४ तालुका घोरिक्ली योजनः कः, बी - १८१ या योजनेमधील सदिनकाच्या करारपत्रांची नोंदणी न करणेबाबत आपणास कळियेणेत आले आहे.

प्रस्तुत घरवांधणी योणनंमध्ये (४१९२४.०७ + ४९५.८७ = ४२४९९.९४) चौ.मी. क्षेत्राचं भाषकान पूर्ण झालेले असून चा कोमापोटी २१३६.२० चौ.सी.क्षेत्र हे २६ सर्गतिकांच्या स्थरपांत गासतास प्राप्त झालेले आहे. उसत ४२४९९.९४ चौ.सी.क्षेत्र पूर्ण झालेले संबदर मधील इमारतिन्हाय तपशील खालीलम्माणे आहे.

अ.क्र.	सेक्टर क्रमांक	इमारति हा स्था करि	वाधून्यपूर्णालाल	
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इन्त बाधकाम पूर्ण झालेल्या क्षेत्रापोटी विकासकाने आतापर्यंत २१३६.२० चौ.मी. बाधीव क्षेत्र इनिकांचे स्वरुपात योजनेतील सेक्टर I - D मधील इमारत क.अ १ व सेक्टर ५ मधील इमारत इ.बी.मधून शासनास प्रत्यापित केलेले आहे.

सबद सिसक. ३७२ व ३७४ मधील उक्त सेक्टर मधील सदिनकांचे खरेदी विक्री व्यवहार/ दी विक्री व्यवहार व इतर संबंधित अधिकृत दस्त अधिकृत करारनामे व इतर नियमानुसार ारेदस्त नोंदणीकृत करण्यास अनुमती देण्यात येत आहे.

याशिवाय प्रस्तुत चरबांधणी योजनेमधील सेक्टर I- D मधील इमारत क्रा.अं-२ मध्ये २०४२.२९ तंत्र हे ३४ सदिनकांचे स्वरुपात शासनासाठी राखीय ठेवण्यात आलेले असून यो सदिनका अस प्रत्यापित करण्याबावत यावतचे हमी पत्र योजनाधारकाने या कार्यालयसा सादर केलेले आहे. मध्य सीसका ३७२ व ३७४ मधील उक्त शासनासाठी राखीय असलेल्या इमारतीपोटी जीतप्रमाण वर्शबीण्यात आलेल्या सिसका ३७२ व ३७४ मधील खालील सेक्टर मधील अधिकृत विकास क्रांबीण्यात आलेल्या सिसका ३७२ व ३७४ मधील खालील सेक्टर मधील अधिकृत विकास हस्तांतरण हसक वा उत्तर विममानुसार असणारे विवेशी कृत करण्यास अनुमती देण्यात येत आहे. त्याचा तपशिल खालीलाग्रयाणे आहे.

अ.क.	मंक्टर क्र.	अनुज्ञंय
		बांधकामाखालील क्षेत्र
१	स्रेक्टर १ ओ	११७०७.१० चो.मी.
3	संक्टर४ अं	२०५२६.३२ घो.मी.

याशिवाय योजनेतील सेक्टर ! वी व १ सी या दान सेक्टर मधील कोणत्याही इमारतीमधील तिका. दुकान गाळे, जिमनीचे विकास हस्तांतरण हक्क इत्यादी जाचे नोंदणी व्यवहार या वर्णनयाचे ना हरकत प्रत्रशियाय नोंदव नयेत तसेच शासनास राख्न ठेवलेली सेक्टर I-D या वरतीमधील कोणत्याही सदिनकाचे व्यवहार या कार्यालयाचे ना हरकत प्रजाशिवाय सिक्टर कि

(एस.आर.जॉधकें हें कि अपर जिल्हाधिकारी प्रस्तु कु (मा.क्षे.क.म.)वृक्षकुर्

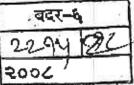
१) मा प्रधान सचिव, नगर विकास विभाग,मंत्रालय,मुंबई ३२ यांना माहितीरतव स्वीत्र २२३१००००

२) मा नोंदणी महानिरिक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य पुणे यांना माहितीस्तव सादर

 क्षांत्रणी उप महानिरिक्षक व मुद्रांक उपनियंत्रक कोंक्रण भवन , नवी मुंबई यांना माहितोस्तव आटर

४) मुद्रांक अधिक्षक, प्रधान मुद्रांक कार्यालय, जुने जकात घर,फोर्ट, मुंबई ३२

५) सह जिल्हा निवधक .मुंबई उपनगर जिल्हा



BRIMANIO AND MANAGER PARTIES OF ALIKA
MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A'). но. CHE/ 6009 /BP(WH)/M/AR = 4 JUN 2005

COMMENCEMENT CERTIFICATE

	BUILDERS PV	T. LTD.,				
OWNER.						
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With	reference to you	r englication N	5504	deted.30.04.	2005 for	
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				ay Municipal Cor		
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MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

CHE / 6009 | BP(WS)/AL. Arch: - Shri B.R. Goudhi

This, c.c. is now further reendoured with Stilt slab level as per approved amendral plan dt - 17/8/2005.

_ 1 8 AUG 2005

AR (B. P) KIE This c.c. is how further extended for wing 182 Still + Ten upper floors an per approved amended Plan dd. 1718105

[1 1 OCT 2005 of this c.c. is now further extended for entire work I.e. wing 122 - Still + sewenteen upper Proors on per . approved amended plans est. 1418102

12 0 DEC 2005 AR (B. P) PUL

10 Thiscie. is now further extended for entire NOT is wing 142 -stilt + 19 upper floors as per approved amended plan and 15.7. 2006,

P 2 NOV 2006

EXECUTIVE ENGINEER DING PROPOSAL (W.S.) B-Ward



50 Rs.

FIFTY RUPEES @

हाराष्ट्र MAHARASHTRA १५० एवं की वें १

आमंद्र पुष्पत, 2,45

1 6 MAY 2005

715045

10 MAY2005 03077 to less To Gecanni

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POWER OF ATTORNEY

TO ALL TO WHOM THESE SHALL COME I. HITESH TEJRAJ GOWANI of Indian Inhabitant having address at "Krisham" Eksar, Padma Nagar, Chickoowadi, Borivali (W), M SEND GREETINGS:

WHEREAS:

I am a partner of M/s. Kapila & Company suggestion (i) (hereinafter called as "the said Firm").

वदर-६





ME MAHARASHTRA : 10 MAY2005

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1 6 MAY 2005

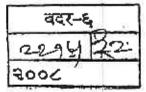
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HELEST T. COURS anganda 03076





- (ii) In course of my discharge of duties/obligations as partner of the said firm, I have to execute Agreements for Sale of Flats/Units/Shops/Garages and Extra Amenities Agreement with the Purchasers of such flats/units/shops/garages/premises as also Agreement to Leave and License on behalf of the said Firm which are required to be registered under the provisions of the Indian Registration Act, with the Sub-Registrar of Assurances, Mumbai.
- (iii) Being personally unable to appear before the Sub-Registrar and admit execution of such documents, I am desirous of appointing Mr. Sitaram Jivaji Choudhary and lawful attorney for admitting execution of schoolings and lawful attorney for admitting execution of schoolings. capacity as a partner of





NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I, HITESH TEIRAI GOWANI do hereby nominate, constitute and appoint MR: SITARAM JIVAJI CHOWDHARY to be my true and lawful Automey (herein referred to as "the Automey" or "my said Attorney") in my capacity as partner of M/s. Kapila & Company to appear before the Sub-Registrar of Assurances at Mumbai, Bandra Branch and to lodge such documents for registration as shall have been executed by me in my capacity as partner of the said firm and to admit execution of such documents on my behalf before the Sub-Registrar of Assurances at Mumbai, Bandra Branch.

It is made very clear that my said Automey shall not be entitled and/or have not been empowered and/or authorized in any manner whatsoever by me to sign or execute any documents or writing or agreement or deed on my behalf either in my personal capacity or in my capacity as a partner of M/s. Kapila & Company. This Power of Attorney has been granted by me in favour of my said Attorney only for the limited purpose of admitting execution of documents executed by me on behalf of the said Firm i.e. M/s. Kapila & Company before the Sub-Registrar of Assurances at Mumbai, Bandra Branch only, which is signed and executed by me. Any document, deed, writing or agreement signed and executed on my behalf by my said Attorney shall be deemed to be null and void and of no legal consequence whatsoever and shall not be binding on me and/or the said Firm.

दुव्यव निबंधणः चोरीवसी ३ (चोरीवसी)

राताक्रमांक च चर्पः 4029/2005

सूची क्र. दोन INDEX NO. II

függe, gör mille

गावाचे त्राप :

(1) विलेखाचा प्रकार, मोयटक्याचे रयक्तप करारनापा किया स्थाचे अभिलेख किया करार संशेषलेख व बाजारभाव (भाडेपटट्याच्या वागतीत पटटाकार आकारणी देती की पटटेदार ते नमूद कशार्थ) मोयदला ल. 0.00

या.भा. स. 62,000,000.00

(असट गरा)

(2) भू-माधन, पोटहिस्सा व परक्रमांक - (1) सादिएस क.: 374/वी-10/वार्ट वर्णनाः जभीन क्षेत्र 5000 थी.भी. विकसिल करावधाने हक्क

(4) आजारणी किंवा जुडी देववात असेल तेव्हा

(5) इस्ताऐयल करून देण्या-धा वसकाराचे व संपूर्ण परार नाव किंवा दियाणी न्यायासयाया हुकुननामा किया आदेश असल्यात, प्रतियादीचे 'अय व संपूर्ण पता

- (1) पेसस कांती विरुद्धर्य प्रा.क्षि. चे संचालक विवोद तेजराज गांवानी 🚋 राष्ट्र/प्रतिष्ट 🗄 ५१३: गल्ली/ररताः 140 एन एव रोडः ईमारतीचे नायः धर्मगर्स हाजसः ईमारतः के ः वेश-धरन्ताः ः बाहर/गायः क्रोर्ट मृ॑ः सासुकाः ः पिनः 20; पेन नायरः --
- (६) टरतऐयज करून घेण्या-धा वसळानाचे नाय य संपूर्ण पत्ता किंया दिवाणी न्यायासयाचा हुकुमनापा किंग्र आदेश असल्यारा, बादीचे नाव य संपूर्ण पत्ता
- (1) मेसर्से क्रापीला अँड छम्नी चे मागीदार हितंश तेजराज गोषानी -: भर/प्रतंट न गत्सी/रस्ता: आरे रोड: इंगारतीये नाव: गुजरात इंड. छपा.; ईगाश्व न: : इंट/बताहन: विश्वेध भगर: शहर/गाव: गोरेंगाव पू मुं-: तालुका: -:पिन: 63; पॅन नग्दर: -.

(7) दिनांक

करून दिल्याचा 28/06/2005

(6)

नोटणीवा

28/06/2005

(८) अनुक्रमांक, खंड च पृथ्ड

4329 /2005

(10) याजारभावापमाणे मुद्रांक भुस्क

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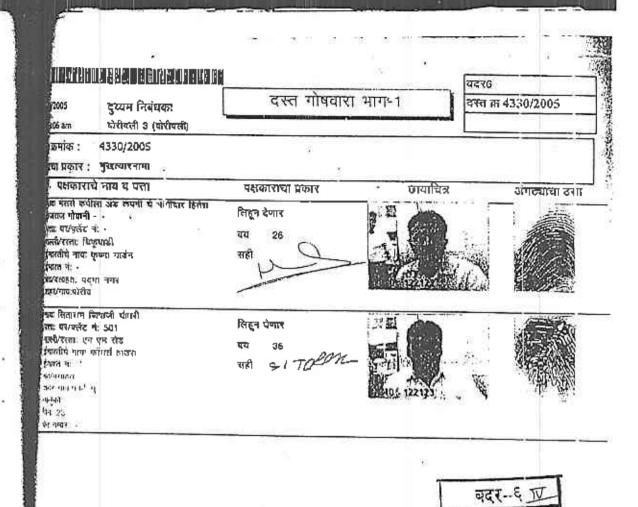
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करात भरताम शामार संध्याकर्थात (पुरवरधारनामा) दस्तारोचन करन दिल्याचे क्रमूल करतात.

बदर-६

22-94 उभ

दस्त गोषवारा भाग - 2 यदर6 दरत क्रमांक (4330/2005) **द**ात क. [यदर6-4330-2035] था गोषवारा दिग रेका:28/05/2(05 पायती क्ष.:4353 गजार मुल्य :) पोरदला () भरतेले मुद्राफ सुल्क : 100 पादलीचे वर्णन नांवः मेससं फपीला ॲंड फपनी ये मागीशर हितेश स्त हजर केल्वाया दिनांक :28/06/2005 11:14 AM तेजराज गांवानी - -मेणदनाया दिनांक : 28/08/2005 एक हजर अरुणा-याची सही : :नोंदणी परी 100 140 :नवकल (अ. 11(1)), पृष्टीकन ची नक्कले (30. 11(2)). रुजवात (अ. 12) व छायाचित्रण (अ. 12) -> राताया प्रकार :48) मुखत्यारनामा एकत्रित फी क्रिका छ. । धी धेळ : (सादरीकरण) 28/06/2005 11:14 AM शिवका क. 2 ची वेळ : (फ़ी) 28/06/2005 11:16 AM २४०: एकुण ग्रेष्पा ग्र. 3 ची येळ : (कमुली) 28/06/2005 11:16 AM 1-5 ,ਗਿਲਮ ਪਾ. 4 ਬੀ ਬੋਲ : (ਅੰਡਾਫ) 28/06/2005 11:17 AM दात गाँद रोल्याचा दिनाक : 28/06/2005 11:18 AM नियंधकाची नहीं, यारीवली ३ (वारीवर्त) अंख्य : वालील इसम् असे नियेदीन फरवास गर्ग, ते दरवर्षयण करान देणा-पाना व्यवसीशः ऑब्टालास, श्वायी ओळख पटवितात. १) हेमंत गायके- - ,धर/फ्लंट नं: -गरसी/रगताः -ईपारतीयं नाया शंकर टेलर चाल ईनारत अ: + पेट/वसाहतः -तहर/गान:वारीवारी प् तालुकाः -Q4: + 7330 गणेश कामत- - ,घर/प्रलंट न: 512 गल्ली/रम्लाः -2004 हैगरतीय नावा कर्नेगरी हाउन इंपरस्य सः -पंद/वसाहतः -क्रस्याय:फोर्ट मुन तासुगः। No. अवाणित करपेत येते की, या एकासम्बे पञ्जा ्रि....प्राने पारे षदः तुन्दम दिवेषयः वोधेवळी-🗈 🗞 ु जिल्लाकी सही नंतरे वण्ययर विकार. वंदीनती ३ (योगीवती) वदर 1930/२००५ मोदछ: प्राथिक हिसाने विश्वास्त्र मोदीबढी-क बदर-६

2006

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ह्योषाणापञ्च

श्री./श्रीअर्ता— श्रीतं प्रांति प्रांति प्रांति क्या की की, बुट्यम मक वोषीवली क. 1.2.3.4.5.6 यांचे कार्यालयात — क्यान्य प्रांति कार्या शिर्वकाचा वांकी कि. 1.2.3.4.5.6 यांचे कार्यालयात — क्यान्य क्यांकी कि. 1.2.3.4.5.6 यांचे कार्यालयात निर्मेश्व क्यांकी कि. 1.2.3.4.5.6 यांचे कार्यालयात निर्मेश्व कि. 1.2.5 कार्यो निर्मेश्व कि. 1.2.5 कार्यो वांकी कि. 1.2 कार्यो की मात्रा किलेल्या कुलमुखात्यावपत्राच्या आधार मी, सदव वांकी कि. 1.2 कार्यो कार्याव्य किलेले निर्मेश कार्यो कार्याव्य कि. 1.2 कार्यो मुखात्यावपत्र कि. 1.2 कार्यो कार्याव्य कि. 1.2 कार्यो कार्याव्य कार्यो कार्यो कार्याव्य कार्यो कार्यो कार्यो कार्यो कार्यो कार्यो कार्यो कार्याव्य कार्यो कार्यो कार्यो कार्यो कार्यो कार्यो कार्यो कार्यो कार्याव्य कार्यो कार्याव्य कार्यो कार्याव्य कार्यो कार्य कार्यो कार्

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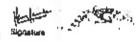


आंध्यकर विमान MCOMETAX DEPARTMENT



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HEMANT SARAJI QAWADE SABAJI NARAYAN GAWADE 01/12/1976 Pertenani Account Number AQOPQ9714H





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दस्त गोषवारा भाग - 2

बदरह

दस्त क्रमोक (2215/2008)

क. [पदर6-2215-2008] घा गोवधारा

मुख :2095500 मोबदला 1138800 भरतेले मुद्राक शुल्क : 87500

हजर केल्याचा दिनांक :11/03/2008 04:23 PM

दनाचा दिनांक : 31/12/2007 हपर करणा-याची सही :

विवा प्रकार :25) करारनामा का क. 1 ची देख : (सादरीकरण) 11/03/2008 04:20 PM का क. 2 ची देख : (फ़ी) 11/03/2008 04:28 PM

नांवः अमोल सी. बोरकर - -

22000 :नोंदणी फी 900 :नफ्कल (अ. 11(1)), पृष्टांकनायी नक्कल

दिनांक: । 1/03/2008

(эл, 11(2)),

पावती क्र.:2213

पावतीये वर्णन

কল্বার (**জ. 12) হ তা**বাবিরণ (জ. 10) ->

एकचित् फ़ी

22900: एकुण

ज्य : चीत इसम असे निवेदीत करतास की, ते दस्तऐवज करून देणा-यांना व्यवसीमाः ओळ्ळतात, दु. निवंधकापी सही बोरीवली ३ (बोरीवली) बोबी ओळख पटवितात.

हेमेत गावछे- - ,धर/फुलॅट नंः 2/5

ली/रस्ताः शिव वल्लभ रोड

हारतीये नावः शंकर टेलर चाळ

व्यव नः -

र्थवसाहतः -

हरागावः दहिसर मु

हुकाः -E: 68

विष्णु माच्या गवळी- - ,घर/फ़लॅट ने: 2

ली/रस्ताः -

हारतीये नावः बाबर मनसायी चाळ

इरत नः -

ंदसाहतः देवीपाङा

हर/गाव:बोरीवसी पु मुं

लुका: -











बदर-६ 2002

निबंधकाची सही वरीवली ३ (बोरीवली)



दस्त गोधवारा भाग - 2

वदर6

दस्त क्रमांक (2215/2008)

(वदर6-2215-2008) या गोववारा

पुरुष :2095500 पोयदता 1138800 भरतेले पुढांक शुस्क : 87500

पावतीचे वर्णन

दिनोक:11/03/2008

हुजर केल्याचा दिनांक :11/03/2008 D4:23 PM

नाव: अमोल सी. बोरकर - -

पावती क.:2213

रनावा दिनांक : 31/12/2007

हजर करणा-यापी सही :

22000 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टाकनाची नदकल 900

(আ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

दा प्रकार (25) फरारनामा

ब क. १ मी वेळ : (सादरीकरण) 11/03/2008 04:23 PM ब्राह्म, १ मी वेळ : (फ़ी) 11/03/2008 04:28 PM

नॉद केल्याचा दिनांक : 12/11/2008 10:19 AM

22900: एकुण

दु. निबंधकाची सही, बोरीवली ३ (बोरीवली)

स्य :

्रतीत इसम असे नियेदीत करतात की, ते दरतऐवज करून देणा-यांना व्यक्तीयाँ ओळखतात, यांची ओळख पटियतात.

हेमंत गावडे- - ,पर/क्लेंट नं: 2/5

क्षि/रस्ताः शिष यत्त्वभ रोड

रतीये नावः शंकर टेलर बाज

हरत नः -

/बसाइत:

हर/गावः दहिसर मु

लुकाः -

H: 68

विष्णु मावद गवळी- - .घर/प्रसॅट नं: 2

स्ति/रस्ताः -

हारतीचे नावः बावर मनसाधी घाळ

प्रस्त नं: -

/दसाहतः देवीपाडा

हर/गाव:बोरीवली पु मु

लुकाः -

वदर-६

२००८

होरोरा: निष्पादक श्री भेसर्स कपीला ॲन्ड कंपनी बांचे मागीदार हितेश गोवानी बाच्यानर्फे खत्यार सिताराम चौधरी - - हे नोंदणी अधिनियमातील कलम(34) अन्दये अनुक्षेय सतेल्या कालावधीत उपस्थित न झाल्याने नोंदणीस नाकापला

(शेरा 2: निष्पादक्षः श्री अमोल सी. सेरकर - - यांग्या भागतीत दि 12/11/2008 भुनुक्रमांक २२१५ वर नौदला.निष्पादक श्री भेसर्स कपीला ॲन्ड कंपनी बांचे मागीदार हितेश ग्रोबानी योट्यातर्फ पुखत्यार सिताराम घोचरी - - योच्या बाबतीत नोदणीस भाकारला

दु. निबंधव किसही बोरीवली 3 (बोरीवली)

HE SUB REGISTRAD

पुमाणित करणेत येते की, या दस्तामध्ये एट्र्ल . 📿 १ प्रत्ने आहेत.

सह दुय्यम निवंधिक बोरीवली क ३.

मुंगई उपनगर जिल्हा. वदर-६/१७१/२००८

पुसाक करांक 👝 फ्रांबर ...

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सह दुव्यन निकंधि वीरीवली क 3. मुंबई उपनगर जिल्हा.

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