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KRISHNA GARDEN
Flat No- 1804



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AGREEMENT FOR SALE

VRINDAVAN - I & VRINDAVAN - II

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पावती

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धिनांक 19/03/2008

रेवजाचा अनुक्रमांक

वदर्श - 02531 - 2008

ऐबजाया प्रकार

करारनामा

र फरणाराचे नावः सुनेदा शंकरराय पोरकर - -

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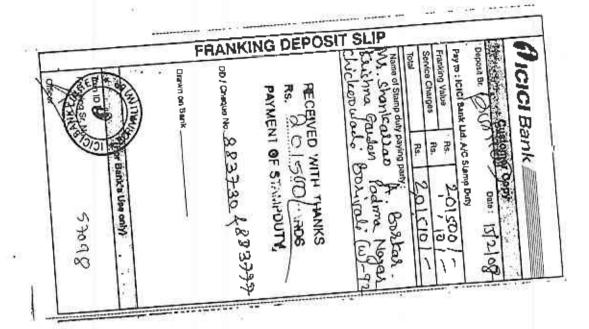
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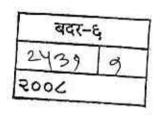
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FOR ICICI BANK LTD.

Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its Parnters and thier respective heirs, executors, administrators and essings) of the ONE PART AND Mas Sunanda Shunkar Borkar & Mr. Shankorran A-Borkar of Mumbai, Indian inhabit

Dahisar(11) Mumbri- 400068.

hereinafter called "the Purchaser/s" which expression shall unless it be repugnant to the context of meaning thereof be deemd to mean and include his/her/thie/executors administrators and assings) of the OTHER PART A S.S.B M/s. KAPILA & CO.

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मानराष्ट्र

WHEREAS:

- 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 reterred to as "the said Larger Property") at or for the price and on the terms and conditions therein contained;
- 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 Sombay High Court, being Suit No.1116 of 1982, praying interalia, for specific performance of the said Agreement;
 - 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;
 - The aforesaid Consent Decree dated 11th December 1984 has been registered with (v) the office of the Sub-Registrar under Serial No. S/2635/85;
 - 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 Pvt. Ltd. (therein called as "the Owner") and the Developers herein (therein called as "the Developers") the said Kanti Builders Pvt. Ltd. have granted development rights to the Developers in respect to portion of the larger property on the terms and conditions contained through. The samperoon of the larger property is more particularly described in the Specond shedille Releunder written and shown in red colour boundary line of the plan seed here particularly described in the Second Schedule berdunder writte 2439 property is hereinafter referred to 2005

(viii) The Government of Maharashtra has granted 'No Objection Certificate' under S 20 of the Urban Land Ceiling Act 1976 hereinafter referred to as "the U.L. M/s. KAPILA & CO

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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;

Two Buildings initially proposed to be constructed on the said property are known as Vrindavan-I and Vrindavan-II.

This Agreement relates to the building viz. Vrindavan-I and Vrindavan-II is hereinafter referred to as "the said Building". The said Building will be of Ground + Eighteenth Upper Floor + Nineteenth Floor.

- 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.
- i) 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 till the completion of the Building/s.
- II) 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 himsetf/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.
- iv) 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 Purchaser have been annexed hereto as <u>Annexure 'A', 'B' & 'C'</u> respectively.

∾)	The Developers have enquired with the Purchaser/s and the Purchaser/s has/have
	represented to the Developers that he/she/they stare the person/s eligible to the
	tenement and/or premises, under the said order than 1084/177(1043) D-XIII dated
	9/2/91 of the additional Collector and Competent Authority (ULC) and retying usen the
	said representation of the Purchase the mevelopers have acceed to allo to
	him/her/them the said tenements and of premises thereinaite mentioned 2439
vi)	The Developers have at the request of coronase and to allot Flat No. 1801
	Car Parking No area covered under Still No on the
	Floor of the said Building on the said Property more particularly described

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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 said 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 said agreement under the Registration Act.

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

- 1. 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 Mumicipal Corporation of Greater Mumbai or other concerned Government Authority.
- The Purchaser/s has/have prior to the execution of this Agreement for Sale satisfied 2. 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. A copy of the Certificate of Title issued by Shri Ganesh K. Kamath, Advocate, is annexed hereto and marked as Annexeure 'A'. The Purchaser/s shall purchase the premises hereinafter many oned on the seasof the said Certificate of Title. The Purchaser/s declare/s and continues that have been has/have read and understood said Exemption Order office (929191) The Pulcaser/s further declare/ s and confirm/s that he/she/they is/are entitled indurchase the premises mentioned herein below and the Purchaser/s (Uther continue that helphylthey shall indemnify and keep harmless the Developers their estates and electric gainst all costs, charges and expenses losses or damages which the property may suffer or incur by virtue of the aforesaid declaration being found to be untrue or not true or false and if any action belis taken by any person are authority against the Developers in any M75. KAPILA & CO manner whatsoever.

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		seed a shall purchase Flat No. 1864
3.	The Developers shall sell and the Purch Car Parking Space No ar	res covered upder Stilt Noon
	IXTA Floor of the Building	known as Vrindaven-I and Visitation and
	the relevant to as the said Buil	lding*) having an approximate Carpet area of
Ì	Several Str. (76) so mirs. inc	cluding balconies as shown in the red Colour
-	boundary line in the Floor Plan anne	xed herewith (hereinafter for brevity's sake
	referred to as "the said premises") for	the price of Rs. 12.80,000 /- /- which is
ē.	inclusive of the proportionate price of	the common areas and facilities appurtenant
	to the said exemises. The Purchaser	/s agree/s to pay to the Developers the said
	consideration of purchase price	viz. Rs. 12,80,0007 /-
	(Rupees Twelve lass Erg	plate Travand anly. Only)
	as under:-	,
9		(Rupees One Lac Twenty Eight
	(i) As. 1,28,000}	(Rupees The Late Tuberti English
	820	Thousand Only only)
		as deposit on or before the execution of this
		Agreement. (The Payment and receipt whereof the Developers do hereby admit and
		acknowledge);
		2040
(4)	ii) As. 50,000 /- /-	(Aupees fifty Thousand Only.
	11)	XuX only)
	(90)	within days from the execution of this
		Agreement;
		1
	iii) Rs. 2,06,000+ 1-	(Aupens Two Lacs Six Thomand only.
		on completion of the plinth of the said
		premises;
36		
	iv) Rs. 37.632+ /	(Rupees Thirty Seven Thousand Six
		Hundred Thirty Two only)
	THE PLEATER	on completion of the First Slab of the said
	A THE GALL	premises being cast;
	O 1 (0/00) 12	Propes Thirty Seven Thousand Six
	v) Rs. 51,6-10	Handred Thirty Too only)
	(* () E	on completion of the Second Slab of the
	The same of the sa	premises being cas 2437
	THE WHEAT WILL	200/
	vi) As. 37,6321- 1-	(Rupees Thirty Seventhouses Str.
		Hundred Theory Two only)
۵	\$8B	on completion of the Third Slab of the said
		premises being cast:
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(Rupees Thisty Seven Thousand Six vii) As. 34,632 -Hundred Thirt TWO . only) on completion of the Fourth Slab of the said premises being cast; (Aupees Thirty Sevien Thousand Six viil) As. 37,6321 Hundred Thirty Two only) on the Fifth Slab of the said premises being cast; (Aupoes Thirty Seven Thousand Six Rs. 37,6321 1-Hundred Tharty Two only) on completion of the Sixth Slab of the said premises being cast; (Rupees Thirty Seven Thousand Six 37,6321-Hundred Thirty Two only) on completion of the Seventh Slab of the said premises being cast; (Rupees Thirty Seven Thousand Six Rs. <u>34,632+</u> /-Hundred Thert Two only) on the eighth slab of the said premises being (Aupees Thirty Seven Thousand Six xii) Rs. 37,6321 /-Hundred Thesty Two only) on the nineth slab of the said premises being cast; xiii) Rs. 31,6321-(Rupees Therty Sevien Thousand Sex Hundred Thirty Two only) on the tenth slab of the said premises being MEDISTRA DORA Therty Seven Thousand Six xiv) Rs. 37,6321on the bleventh slab of the said premises xv) Rs. 37,632-

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Hundred Thirty Two only)

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on the twelfth slab of the said premises being

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Rs. 37,632 /- /-	(Rupees Thirty Seven Thornand of Mundred Thirty Ind
\$	Only) on the thirteenth slab of the said premises being
	cast;
8	
	(Rupees Thirty Seven Tho wand 81x Hunched Thirty Two
Rs. 37.6324 J-	
	Only) on the fourteenth slab of the said premises being
	cast;
Rs. 57,6321-	(Rupees Thirty Seven Thousand Six Hundred Thirty Two
10. 00	Only) on the Fifteenth slab of the sald premises being cast;
	Omy, on the ritteenth side of the and promote and
SN 45.1	T 2 T 19-11 1 TT 1 T
Rs. 37,632/- 1.	(Rupees Therty Seven Thousand 8th Hundred Therty Two
	Only) on the Sixteenth slab of the said premises being cast;
Rs. 37,6321 1-	(Rupees Thirty Seven Thousand Six Hundred Thirty Two
	Only) on the Seventeenth stab of the said premises being
	cast;
au čnot	TI 1 TT
) Rs. <u>\$7,632</u> 1-	(Rupees Thit Seven Thousand Sit Hundred Thit Two
	Only) on the Eighteenth slab of the sald premises being
	cast;
II) Rs. 37 6321 /-	(Rupees Thirty Sovien Thrusand 81x Hundred Thirty Two
No. 371 05-1	Only) on completion of Nineteenth floor, of the said
1	premises;
	<i>f</i>
iii) Rs/-	(Rupees
	Only) on completion of flooring of the said premises;
riv) Rs.	(Rupees
,	
	Only) on fixing of frame profite books of the said premises.
and a second	//3°(~~ \\ \\ \\ \)
(v) Rs	(Rupees
	Only) on completion of Exernal Pilitabing of the said
	premises:
38	
kvi) Rs/-	Rupecs
	Only) on completion of painting of the sale premises;
	2439 10
xvii) Rs	(Rupees Rook
	Only) on completion of external painting of the said.
- /	1
	premises; \$ \$ 8 3 M/s. KAPILA & CO.
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XXV) As 1,80,9921- 1

(Rupees One Lac Erghty Thousand

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being the ultimate balance of the purchase
price against the delivery of possession of

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	the said premises.
jn ac sum	dition to the above payments the Purchaser/s shall also pay to the Developers the of Rs/- (Rupees
or cc	Parking Space No to be allotted to the Purchaser/s in the said building repound thereof. The said amount of Rs /- shall be paid simultaneously the payment of the amount stipulated in paragraph 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.
5.	PROVIDED further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s the installments of sele price of the said premises less Rs. 128,000 /- 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 so refunded and upon termination of this Agreement and refund of aforesaid with the Developers, the Developers shall be at liberty to dispose of any self-the salid premises to such person and at such price as the Developers may of their attribute dispose in think fit. Without prejudice to the above and the Developers of the rights under this Agreement and/or in law, the Developer may be the total count of the purchaser, the payment of the defaulted installment and the payment of the payment of the defaulted installment and the payment of the payment of the defaulted installment and the payment of the payment of the payment of the defaulted installment and the payment of th
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- The standard fixtures, fittings and amenities to be provided by the Developers in the said building and the said premises are secont in Third Schedule hereunder written.
- 7. It is expressly agreed between the Developers and the Purchaser/s that the plans 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 future 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.
- 8. The Developers hereby agree to observe, perform and comply with all the terms, 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.
- 9. While developing the said land the Developers has utilized /shall utilize Floor Space 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.
- 10. (a) Possession of the said premises shall be delivered by the end of September Two Thousand Eight (2008)
 - (b) 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 project as a beyond the control of the Developers and in any of the possession of the Serios shall be entitled to reasonable extension of the possession of the serios of the serios of the serios.
 - premises to the Purchaser's within the date specification of aust in above, or within any further date or dates as may be mutually agreement by and between the parties hereto, then and in such case, the Purchaser's stand 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, refund to the Purchaser's all installments

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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 aforesaid, 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 aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever.

2. 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 this clause, only in respect or the said property more particularly described in this clause, only in respect or the said property more particularly described in this clause, only in respect or the said property more particularly described in this clause, only in respect or the said property more particularly described in the Second Schedule hereunder written.

13. It is expressly agreed between the Developers in the Rush ser/s that are Developers shall be entitled to use and utilize and deal willing dispose of alienate or encomber the said property and the Purchasehs shall the right restricted in respect of the said premises alone and actual transfer shall provide the said building being duly constructed and handed or antherwise beser/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 land under the said building as aforesaid is

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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, casses, 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 Mumbal 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, alteration, 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 layout 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 granted to make changes and alterations in the existing plans as required for the Maharashtra Oranges and alterations Flats Act, 1963.

It is expressly agreed that the Developers alone shall be entitled to any St. which may become available in respect of the appropert at any time hereafter by virtue of any change in the layout or virtue of refease of the portion or portions from the reservation or recreation ground or virtue of refease of the portion or portions from the 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

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authority, as the case may be, and the Purchaser's further confirm's that the Developers shall be entitled to utilize the said F.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.

- 19. 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.
- 20. 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 (it 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.
- 21. 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/ theatre/hotel/nursing home/ maternity home or any other purpose or purposes for which the same are used by any person or party to whom the Developers may sell or allot the premises.
- Rs. 60,000 /- towards the positive be gade the Developers of the electric meter and water connection of the said building to be Reliance Energy Emitted and the Municipal Corporation of Experie Municipal domestic supply and water supply respectively. The Pulchase/s shall be supply respectively towards the share entrance lees of the proposed Co-operative Scientific and the further demand made by the Developers the Purchaser/s shall be supply and for the transfer of the said property in layour of such Society. In the event any additional amount becoming payable in

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

- The Purchaser/s shall pay prior to taking possession of the said premises, to the Developers a sum of Rs. 53,256+ /- (Rupees FrFt Trocc Thousand Two Hundred Fifti Six 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 aforesaid 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 lover 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 demotish 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 folt 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 sheller and protect the pans of the said building other than his/her/their premises.
- The Purchaser/s shall have no claims save and except in respect of the said premises agreed to be purchased by him activities and spaces, lobbies, lifts, water tanks garden etc. will remain as the absolute property of the Developers until the said building is conveyed or tracelleged of the property of the Developers to the t to the jail of the D proposed Co-operative Society dut su provided.

IT IS HEREBY EXPRESSLY AG te terrace of the said building snatt always belong to the Developers and they shall be entitled to deal with and dispose of the same in such manner as they deem fit. In the even of the developers obsizing M/a. KAPILA & CO.

2005

permission from the Municipal Corporation of Greater Mumbal 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 lit. The Developers shall be entitled to allot the entire terrace to the prospective Purchaser/s of such premises constructed on the terrace and the terrace shall be in the exclusive 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 memberls 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.

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 hereundar 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 hereundar written and that the Developers shall cause, conveyance / lease in respect of the said property more particularly described in the Second Schedule hereundar written or any part / 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.

IT IS HEREBY AGREED ALL DECEMBED TO PARTY Developers shall be emitted to sell and/or dispose of all of any of the sold premises from time to such person or persons or to such thody and scharge less consideration or moneys or price as the Developers may be made any absolute discretion think fil. It is further agreed that the consideration of price of price and by the evelopers shall be appropriated 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.

M/s. KAPILA & CO

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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 Developers 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 (avour 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 aforesaid 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 supply that interest the balance amount of the installments of the purchase place paid by the day aser/s till then and in such event the Developers will be envired to deal with a spose of such premiess in any manner as they may deen fit.

32. The Developers shall in respect of any amount remaining unpart of the Purchaser/s under the terms and conditions the purchased by the Purchaser/s.

M/s. KAPULA & CO.

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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 formed 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.
- 34. 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 Davelopers and their estates and effects against any costs, charges, expenses, losses or damages or claims or demanes.
- 35. The Purchaser/s hereby covenant/s with the Developers to pay all the amounts liable 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 performance on his/her/ their part of the said covenants and conditions.
 - 16. 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, documenta necessary for the formation and the registration of the said Society Including the Billians of the proposed Society and duly lilled in, sign and return within the seven days of the same being forwarded by the Developers. No objection shall be failed to the days of the competent Authority. The Purchaser/s shall be bound from the foother to sign and require him/her/them to do from time to time for safeguarding the failed of the Developers and other Purchaser/s of flats other premises in the said building. Failure to comply with the provisions of this Clause will render this Agreement ipso-facto to come to an approvisions of this Clause will render this Agreement ipso-facto to come to an approvisions of this Clause will render this Agreement ipso-facto to come to an approvisions of this Clause will render this Agreement ipso-facto to come to an approvisions of this Clause will render this Agreement ipso-facto to come to an approvisions of this Clause will render this Agreement ipso-facto to come to an approvisions of the clause will render this Agreement ipso-facto to come to an approvisions of the clause will render this Agreement ipso-facto to come to an approvisions of the clause will render this Agreement ipso-facto to come to an approvisions of the clause will render this Agreement ipso-facto to come to an approvision of the clause will render this Agreement ipso-facto to come to an approvision of the clause will render this Agreement ipso-facto to come to an approvision of the clause will render this Agreement ipso-facto to come to approve the clause the clau

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- 37. The Purchaser/s shall not without the written permission of the Developers let, subjet, sell, convey transfer, mortgage, charge or in any way encumber or deal with or dispose of his/her/their premises or any pan there of or allow any person or party 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 parable in specific premises or the cause nuisance or annoyable to the occupant of the other premises in the said building and/or adjoining with the said building and said an
- 41. Any delay or indulgence by the Developers in entiring the terms and conditions of the Agreement for Sale or any forbeatands or giving time terms and conditions of any breach or non-compliance of any of terms and conditions of the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.

 Any delay or indulgence by the Developers and conditions of the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.

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42	The letters, receipt and/or notices issued by the Developers of Certificate of Posting to the address given to them by the Purchase mentioned shall be deemed to be served upon him/her/them and and effectively discharge the Developers. Ms. Surando Shankar Yao Barkar & M. Shar Barkar.	er/s as hereinafter I shall completely
	602, Radha-Mukund Co-OP. Hsg. Socrety,	0.069
	B.P. Road Dahriga (10), Mumbai- 40	0.084
		
43.	The Purchaser/s shall pay Rs	with the formation e provisions of the as well as towards
	writings to be executed by the Developers or by the Purchaser/s	
	,	
44.	. The Purchasers on possession shall pay following:	
	 Meter and water charges; 	
	Rs/- for two room apartment.	
	Rs/- for three room apartment.	
-	Rs/- for one room apartment.	
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45.		all have no claims
8 .	save and except in respect of the said premises agreed to be pure	chased by him/her/
Ĭ.	them it being clearly agreed that all open spaces lobbies, lifts, w	ater tanks, garden
-	and all other common areas will remain the absolute property of the	ne Developers untit
	the whole building is conveyed or transferred or given on lease	by the Developers
	to the proposed Co-operative Society or a Limited Company of	r Condominion of
	Apartments as hereinalter mentioned but subject to the right of	the <u>Developers</u> as
	provided herein.	2439 96
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47	or raise any objection or write letter to had unicipal contaction	of Greater Mumbai
	or any other public body or authority strieding to the development	and/or construction
	of building and other premises on the said promise to make the	longer on the said
	Transferable Development Rights TORE available to ind Deve	shall be entitled to
	property and hereby confirms and despines that the perelopers	mation of plots and
	consume additional FSI/TDR, FSI obtained on account malga	t-oil-passages and
	passages in future in the said building etc. in such manner as i	plot if the come is
	shall also be entitled to surrender of any portion of the said M/s. KAP	1
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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/ TOR including FSI available in lieu 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 further 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.

- 47. It is expressly agreed that the Development is to be carried out in phases and there will be common amenities like Gardens, Access Roads, Open spaces, around the buildings in the plan annexed hereto which are in common for all the buildings to be constructed on the said Larger property and only after completion of all Buildings to be constructed on Larger property are completed the common amenities will be transferred and until such time the common amenities shall always remain with the Developers. The Purchaser/s shall on demand pay As. /- (Rupees - XoX month for cost of maintenance of the common amenities as aforesaid to the Developers and shall keep deposited a sum of Rs. _______/- for faithful compliance which shall not carry any interest.
- 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 favour 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 by him/ her/them immediately on demand by the Developers.
- 49. The Purchaser/s will lodge this Agreement for registration with Sub-Registrar of Assurance at Mumbai and the Developer's informs the Sub-Registry execution thereof after the Purchaser informs them and the number unit is lodged for registration by the propase is longer...

 50. Each party will bear its own lave expenses and navable in respect of the second of 2002 amp duty
- e borne and paid by the
 - This Agreement shall be subject to the jurisdiction of Courts in Mumbai,

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M/s. KAPIL

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Schedule of property admeasuring 19177.20 sq. mtrs.

(Nineteen Thousand One Hundred Seventy Seven Point Twenty
Square Meters)

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

n or lowards the East by

D.P. Road

n or lowards the West by

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

n or towards the North by

D.P. Road

n 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)

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

or towards the East by

D.P. Road

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or towards the West by

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

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C.T.\$.No.374 B/19

or towards the South by

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

REGISTA & CO.

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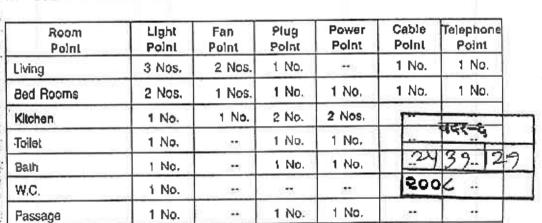
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THE THIRD SCHEDULE ABOVE REFERRED TO: LIST OF STANDARO AMENITIES

- Two automatic OTIS or similar make Lifts out of which one shall be 5 passengers capacity lift and the other shall be a stretcher lift.
- 2. Concealed wiring with ISI Switches.
- 3. 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.
- 6. Glazed tiling in Bathroom upto ceiling level and 3' in W/C.
- 7. 2' Glazed tiling above Kitchen Platform.
- 8. Commercial ply hot press tlush doors in bed rooms & Main doors:
- Commercial ply hot press flush door in kitchen of 'C' Type Only.
- 10. Aluminum Sliding windows with Thums-up glass.
- 11. Distemper colour in all rooms and common passage.
- 12. Medium range C.P. Fittings.(Coated)
- 13. Texturised paints on all exterior walls.
- 14. Sal wood frame in living- room, bed-rood & kitting &
- 15. Kadappa frame in bathroom, W/C, Toilet and
- 16. Sintex door shutters in Bath/W.C. & Toilets.
- 17. Details of Electric Points:-



×838

Wash Basin

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1 No.

M/E. KAPILA CO.

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N WITNESS WHEREOF, the Developer and Purchaser	have hereunto set and subscribed
their hand and seal the day and year first hereinab	664
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withinnamed 'DEVELOPERS')M/s	& CO.
Ms. KAPILA & CO)	Partner
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in the presence of)	
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being the amount of earnest money as)	
mentioned herein above to be paid by)	1,28,000+
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Ganesh K. Kamath

Off.: 512-A. Commerco House, 140, N. M. Road, Fort, Mumbai - 400 023.

TO WHOMSOEVER IT MAY CONCERN

Re: 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, Burivat 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 consent terms, a consent decree was passed on 11th December, 1984. The said Consent Decree has been registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No.S/2635/85 on 29th July, 1985.

The said Kanti Builders Pvt (1) are thereing to Owners of the property more particularly described in the little Scheding ereunder written.

Resi.: 16, Shlv-Nivas, First Floor, S. Bapat Marg

(All correspondence to be made at residential address on)

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Ganesh K. Kamath Advocate High Court, Mumbai

Off.: 512-A. Commerce House, 140, N. M. Road, 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. of the one part and Kapila & Co. of the other part, Kanti Builders Pyt. Ltd. have granted development rights in respect of the property 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.

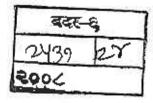
I have investigated the title of Kanti Builders Pvt. Ltd. to the property described in the Second Schedule hereunder written and subject to the development rights granted to M/s. Kapila & Co. as hereinbefore mentioned, find the same to be clear and marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Schedule of property admeasuring 19177.20 sq. mtrs.
(Nineteen Thousand One Hundred Seventy Seven Point Twenty Square Meters)

ALL THAT piece or parcel of land or ground situate at Village Eksar, Taluka Boriyali in Greater Mumbai in the Research Despit and Sub-district of Mumbai City and Mumbai Suburban and bearing T.S. 19 Admeasuring about

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Resi.: 18, Shiv-Nivas, First Floor, S. Bapai 10, 100 Martingar Mar



Ganesh K. Kamath Advocate High Court, Mumbai

Off. : 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 On or towards the North by C.T.S.No.374 B/18

1

On or towards the South by

D.P. Road 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-Sector - IV - A City and Mumbai Suburban and bearing C.T.S.No.374 B/19 (pt) admeasuring 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
On or towards the North by

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

On or towards the South by

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

8-2007-Kan

Dated this 10th day of June, 2005.

Yours truly,

GK. Kameth (Ganesh K. Kamath)

Advocate, Mumbai.

SUB REGISTANT DO THE PRINCIPAL STATE OF THE P

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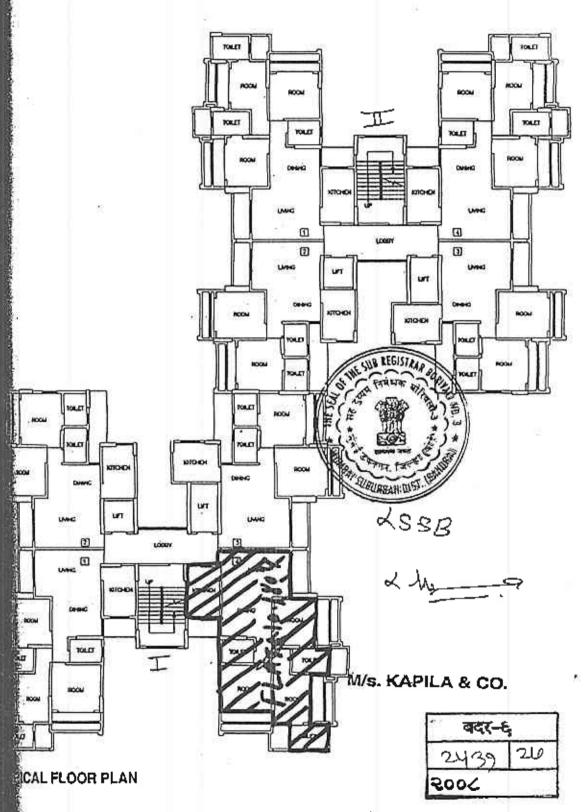
Resi, : 18, Shiv-Nivos, Fixst Floor, S, Bapat Marg, Matungo (W), Murribat - 400 016 • Tel. : 437 8702 (All particulations to be made at residential address only)

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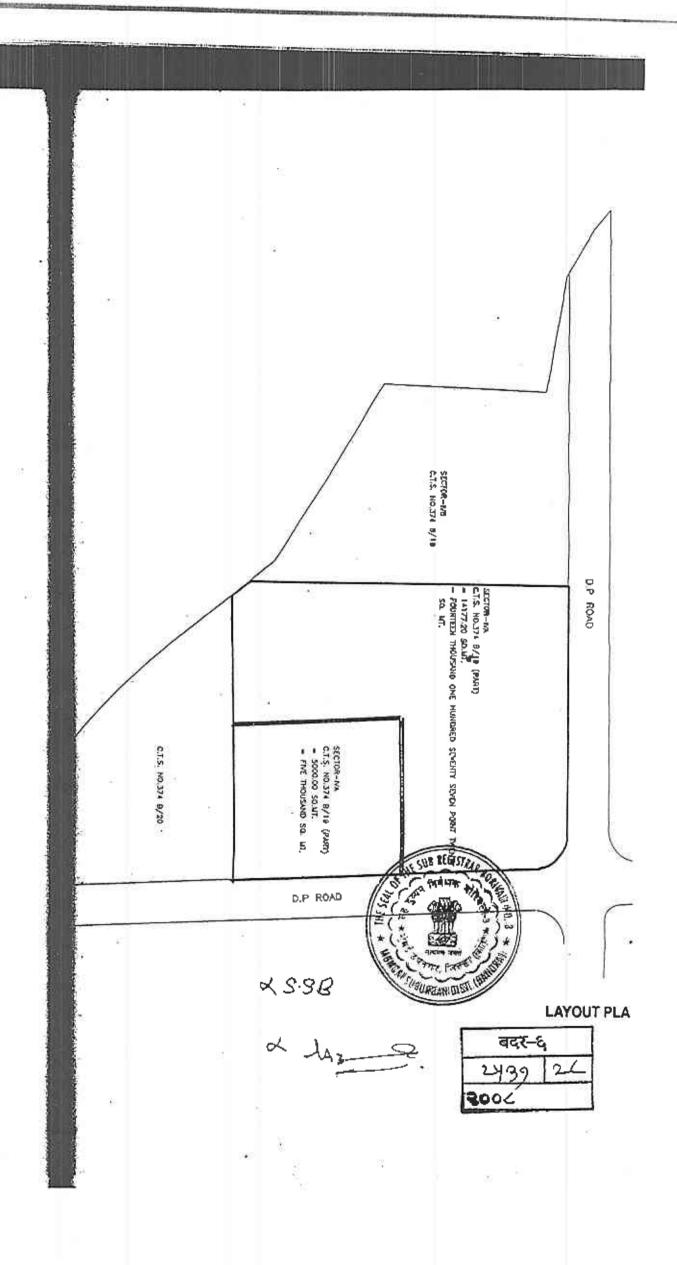
ANNEXURE - 'B'

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Proposed plan of the Flat No. 1804 on 1844 Floor In VRINDAVAN - I RAPPINDAVANZA) of KRISHNA GARDEN, agreed to be acquired by the purchaser.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी (नागरी क्षेत्र कमाल धारणा)बृहन्मुंबई प्रशासकीय क्यारत, ५ मा मजला, चेतना कॉलंज जबक शासकीय बसाहत, बांहा (पूर्व) मुंबई ५१

> क्र. सा/युएलसी/ ही-३/सं-२०/बी-१८१ ... दिनांक :८५० ,१०.२००५

प्रीत, दुय्यम् निबंधक क्र.३ वोरियली बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व)मुंबई ४०००५१

इमारतनिहास तपशील खालीलप्रमाणे आहे.

चिषय : नागरी जमीन कमाल धारणा अधिनियम १९७६ चे कलाम १० घ २१ अंतर्गत सुटीचे आरेशातील अटी व नातींच पालन म करणा-या विकासकांच्या योजनेतील सदिनकांच्या करारपत्रांच्या नांवणीबामत संदर्भ : यो कार्यालयाचे पत्र क. सीर्युएलसी/६(१) /हेस्क-३/से-२०-२१/१०% सदिनका दिनांक ३१.३.२००५

विषयांकित या कार्यालयाच्या संदर्भाधीन पश्चनुसार नागरी जीमन कमाल धारणा कायवयाच्या कलम २० . २१ नुसार मंजूर झालेल्या घरबांधणी योजनांमधील, योजना मंजुरीच्या आरोशातील धारणे य शतीची पूर्तता न करणा-या विकासकांच्या सदीनकांच्या करारपत्रांची नांदणी न करणेबाबत आर्पणास कळविणेत आलेले आहे.

उक्त संदर्भाधीन प्रशासीवत जोडण्यात आलेल्या यादीतील वीरिवली तालुक्यातील मीज एक्सर सीसक्र. २७२ व २७४ तालुका बोरिवली योजना क. श्री - १८१ या योजनेमधील संदिकांच्या करारपत्राची नोंदणी न करणेबावत आपणास कळिवणेत आले आहे.

प्रस्तृत घरबांधणी योजनेमध्ये (४१९२४.०७ + ४९५.८७ = ४२४९९.९४) चौ.मी. क्षेत्राचे मांधकाम पूर्ण झालेले असून पा लेशायोटी २१२५.२० मौ.मी.केन हे २५ सपनिकांच्या स्वरूपांत शांसनास प्राप्त झालेले आहे. उक्त ४२४९९.९४ चौ.मी. क्षेत्राचे मांधकाम पूर्ण झालेले समुद्ध वर्धील

अ.क्र.	संक्टर क्रमांक	इगारत क्र./कक्ष क्र.	बाधकामार्खा होति क्षेत्र क्षेत्र चौ. मी.
9.	13	इमारत क.अं,बी,सी,डी	₹68.00.88
२	3	दर्शन टॉबर	34.56.68
3	आयदी	कम्युनिटी हॉल	2003.64
4	आयटी	अं-१	२०४२-२९
V.	Q.	इमारत बी कक्ष बी १,बी २	3642.65

	88	कक्ष बी दबी २	3635.65
-		दमास्त अ	
*		कक्ष और	
		यक्ष अ २.अ ३	
ī	४-घी	इमारत क.१	१६८६.२६
		इसारत क्र. २	१६८६.२४
		इमारत क्र. ३	40.88.44
		इमारत क्र. ४	44.84.00

248-9-2e 2006 उन्त बाधकाम पूर्ण झालेल्या क्षेत्रापोटी विकासकाने आतापर्यंत २१३६.२० चौ.मी. बांधीव क्षेत्र सर्वनकाचे स्वरुपात योजनेतील सेक्टर I - D मधील इमारत के अ १ व सेक्टर ५ मधील स्मारत ब बौ मधून शासनास प्रत्यापित केलेले आहे.

सबब सिसका ३७२ व ३७४ मधील उड़त सेक्टर मधील सदिनकाचे खरेदी चिक्री व्यवहार है विक्री व्यवहार व इतर संबंधित अधिकृत दस्त अधिकृत करारनामे व इतर नियमानुसार ग्रोदस्त नॉदणीकृत करण्यास अनुमती देण्यात येत आहे.

यारियाय प्रस्तृत चरबांधणी योजनेमधील सेक्टर I- D मधील इमारत क्र. अं- २ मध्ये २०४२. ३१ लेत्र हे ३४ सर्वनिकांचे स्वरुपात सासनासाठी राखीय ठेपण्यात आलेले असून या सर्यनिका प्रसारपापित करण्याबावत बाबतचे हमी पत्र योजनाधारकाने या कार्यारण्यसा सादर केलेले आहे समय सीकक ३७२ व ३७४ मधील उपत शासनासाठी राखीय असलेल्या स्मारतीपोटी तप्रमाणे वर्णबीण्यात आलेल्या सिसक ३७२ व ३७४ मधील खालील सेक्टर मधील अधिकृत विका व्यवसार, करारनाथे मुखत्यारम्य विकास हस्तांतरण स्थक वा क्तर नियमानुसार अग्रणारे निरंगी कृत करण्यास अनुमती देण्यात येत आहे. त्याचा तपियल खालीलप्रमाणे आहे.

अ.क्र.	संक्टर क्र.	अनुजेय बांधकामाखालील क्षेत्र
?	सेक्टर १ ओ	११७०७.९० चो.मी.
?	सेक्टर४ अं	२०५२६.३२ चौ.मी.

याशिवाय योजनंतील सेक्टर र बी व र सी या दोन सेक्टर मधील कोणत्याही इमारतीमधील का, दुकान पाळ, जॉमनीचे विकास हस्तांतरण हक्क इत्यादी आचे नोंदणी व्यवहार या क्याचे ना हरकत प्रताशिवाय नोंद्य स्थेव तसेय शासनास राख्न ठेवलेली सेक्टर I-D या वीमधील कोणत्याही सदनिव क्यांचहार सि क्यांचित के प्रताशिवाय नोंद्य नये.

(एस.आर.जॉथळ) (एस.आर.जॉथळ) र जिल्लोधिकारी य स.प्रा. (ना.क्षे.क.म.)बृहन्मुंबर्ह्

बदर-६ 2)139 30 2002

मा.प्रधान सचिव, नगर विकास विभाग,मंत्रालय,मुंबई ३२ यांना माहितीस्तव सादर

) मा.नींदणी महानिरिक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य पुणे यांना माहितीस्तव सादर

) मॉदणी उप महानिरिक्षक व मुद्रांक उपनियंत्रक क्रोंकण भवनं , नवी मुंबई यांना माहितीस्तव) गॉदणी उप महानिरिक्षक व मुद्रांक उपनियंत्रक क्रोंकण भवनं , नवी मुंबई यांना माहितीस्तव

) मुद्रांक अधिक्षक, प्रधान मुद्रांक कार्यालय, जुने जकात घर,फीर्ट, मुंबई ३२) सह जिल्हा निबंधक .मुंबई उपनगर जिल्हा BRHADINAL & TOWN PLANNING ACT, 1966 (PORM 'A').

NO. CHE/ 6009 /BP(WS)/M/AR 4 JUN 2005

COMMENCEMENT CERTIFICATE

. KANTI BUILDERS PVT. LTD.,

F 1222
With reference to your application No. 5504 dated 30.04.2005 for
popularit Fermission and grant of Commencement Certificate under Control of the
The remaind a regional and fown Planning Act 1066 to asset I
g tending perimeaton under accord to of the Romboy Manier C
Sto erect a building to the development work of Proposed Bldg. 'B' on Sector 194,
tremises at Street -
ge Eksar Plot No
Med at Borivali (West) Word B/Control
The Commencement Certificate/Building Permit is granted on the following
The land vacated in consequence of the endorsement of the setback line/road
The public street
That no new building or part thereof shall be occupied or allowed to be occupied or
granted.
The Commencement Certificate/Development permission shall remain valid for one
Management of a fair of the fair of the family and the fair of the family and the fair of
this permission does not entitle you to develop land which develop
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PARTY PARTY AND THE PROPERTY AND TORK
This Certificate is liable to be revoked by the Municipal Commissioner for Greater
The state of the s
the development work in respect of which permission is granted under this
pertilicate is not carried out or the use thereof is not in accordance with the
ny of the conditions subject to which the same is granted or any of the restrictions
inposed by the Municipal Coounissioner for Greater Mumbai is contravened or not
Manage water
he Municipal Commissioner for Greater Munhoi in and Call
he conditions of this certificate shall be binding not only on the applicant by on is heirs, executors, assigness, administrators and successors and every person triving title through or under him.
triving title through or under him.
The Municipal Commission and appended Shri S.P. Repail
and Engineer to exercise his society with the back of the second
This C.C. is restricted for charp to State Slab Level
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
for and or behalf of Local Authority
Brismumbei Mahanagarpulika
SURVERNOUS GAR-E
0 1 2462 10-
Wetterie = 122 139
Asat. Engineer, Building Proposal (Walker)
/P/A' R' Wards
FOR
MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

CHE / 6009 | BP(W1) /AL. Arch: - Shri B.R. Goudhi

This, c.c. 15 now further reendorsed upto stilt slab level as per approved amended plan dt. 171812005.

_ 1 8 AUG 2005

A.B. (B. P) EIC

This c.c. is how further extended for wing 19-2.

19-14 Ten upper provision on per approved amended

Plan old. 17-18101

This c.c. is now further extended for entire work in wing 12 - stilt + seventeen upper floors on per approval amended plans at 1718105

2 O DEC 2005

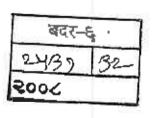
AR (B. P) PUL

Phisc.e. is now further extended for entire NOT. i.e. wing 1 & 2 - stilt + 19 upper floors as per approved amended plan dtd 15.7.2006.

2 NOV 2006

EXECUTIVE ENGINEER SULLING PROPOSALLY.S) R-THE





50 Rs.



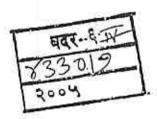
1 6 MAY 2005

715045

T. Grean

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POWER OF ATTORNEY

TO ALL TO WHOM THESE SHALL COME I, HITESH TEJRAJ

GOWANI of Indian Inhabitant having address "Trithmed adden", Village: Eksar, Padma Nagar, Chickoowadi, Borivali SEND GREETINGS:

WHEREAS:

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

mership firm बदर-६



(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-Registers of Assurances. Mumbut.

(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 to be my true and lawful attorney for admitting execution and Situation executed by me in my capacity as a party exoting 3. Kaping on pany.

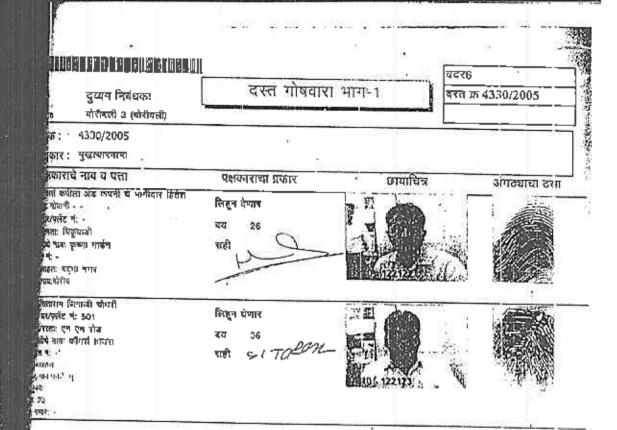
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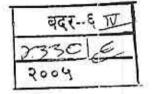
Catal Man

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I.

HITESH TEIRAL GOWANI do hereby nominate, constitute and appoint MRESSITARAM JIVAJI CHOWDHARY to be my true and lawful Automey (herein referred to as "the Automey" or "my said Automey") in my capacity as partner of Mis. Kapila & Company to appear before the Sub-Registrar of Assurances at Mumbal, Bandra Branch and to lodge such documents for registration as shall have been executed by the 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 Mumbal, Bandra Branch.

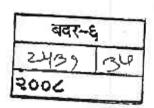
It is made very clear that my said Anomey shall not be entitled and/or have not been empowered and/or authorized in any manner whatsoever by me to sign or execute any documents or writing or agreement or deed on my behalf either in my personal capacity or in my capacity as a partner of M/s. Kapila & Company. This Power of Automey 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.





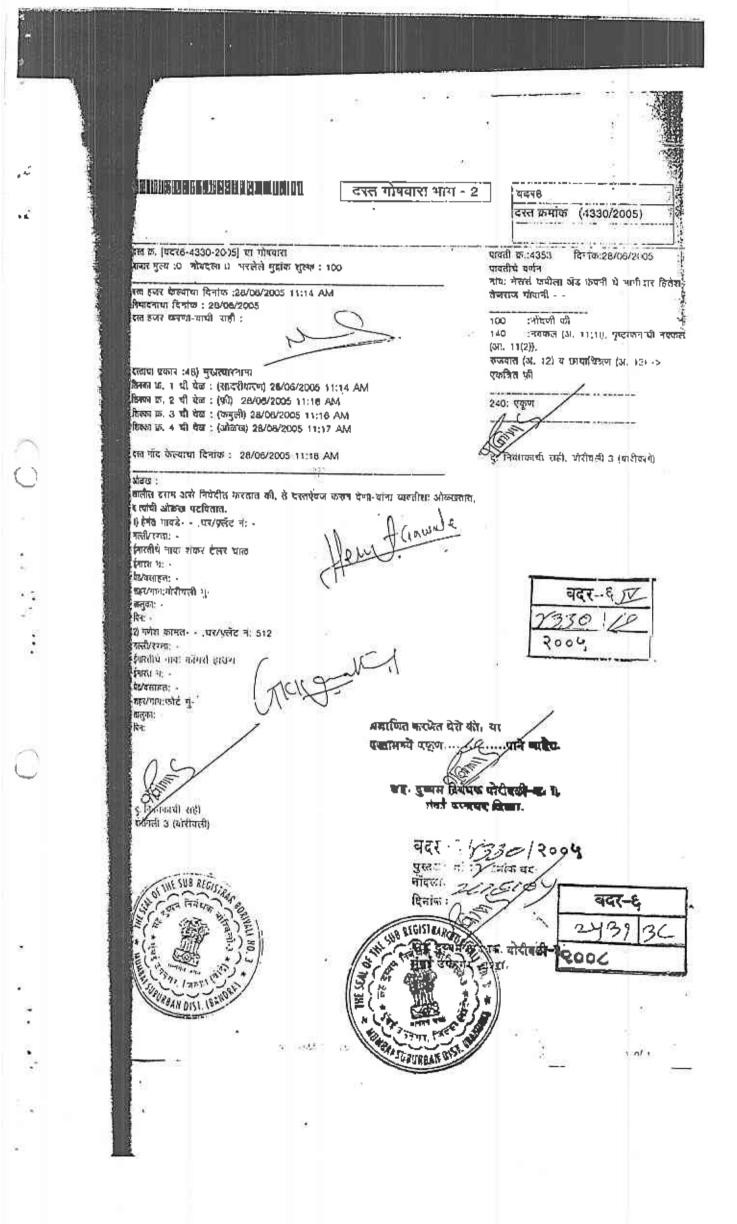






व ४७% ४नार द्वयाकवीत (पुखरणस्तामा) दक्तादेवज करून दिल्याचे कपूत करतात.

1 OF 1



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भी श्री./श्रीभर्ताः— किर्माना कार्याः कार्याः कार्याः की. बुरयम विश्वं कार्याः कर्माः विश्वं कार्याः कर्माः विश्वं कार्याः कर्माः कर्म

हिलांक-28/ 6/05

९५ । चिनि कुलमुन्नात्यावपत्रधावकाचे नांव व सही



बदर-६; 2439 SC २००८



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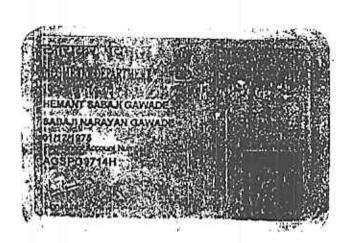
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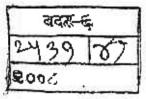
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And the second s









FORM 6

[See Bule 16/11]

Driving Licence by

Date [II 5] See A-88 (1894)

And A-American Figure 14 And A-American Figure

दुय्यम निबंधकः बोरीवली ३ (बोरीवली) दस्त गोषवारा भाग-1

वदरह

दस्त क्र 2531/2008

2531/2008

हर: करारनामा

पक्षकाराचा प्रकार राचे नाव य पत्ता

छायाचित्र

अंगठ्याचा उसा

ह गांकरराव योरकर - -संट न: 602 षी पी रोज वः रावामुकुंद सोसा

सिहून घेणार वय सही





दहिसर प मुं

रशाद ए. मोनकर - -स्तंट नः वरीलप्रमाणे

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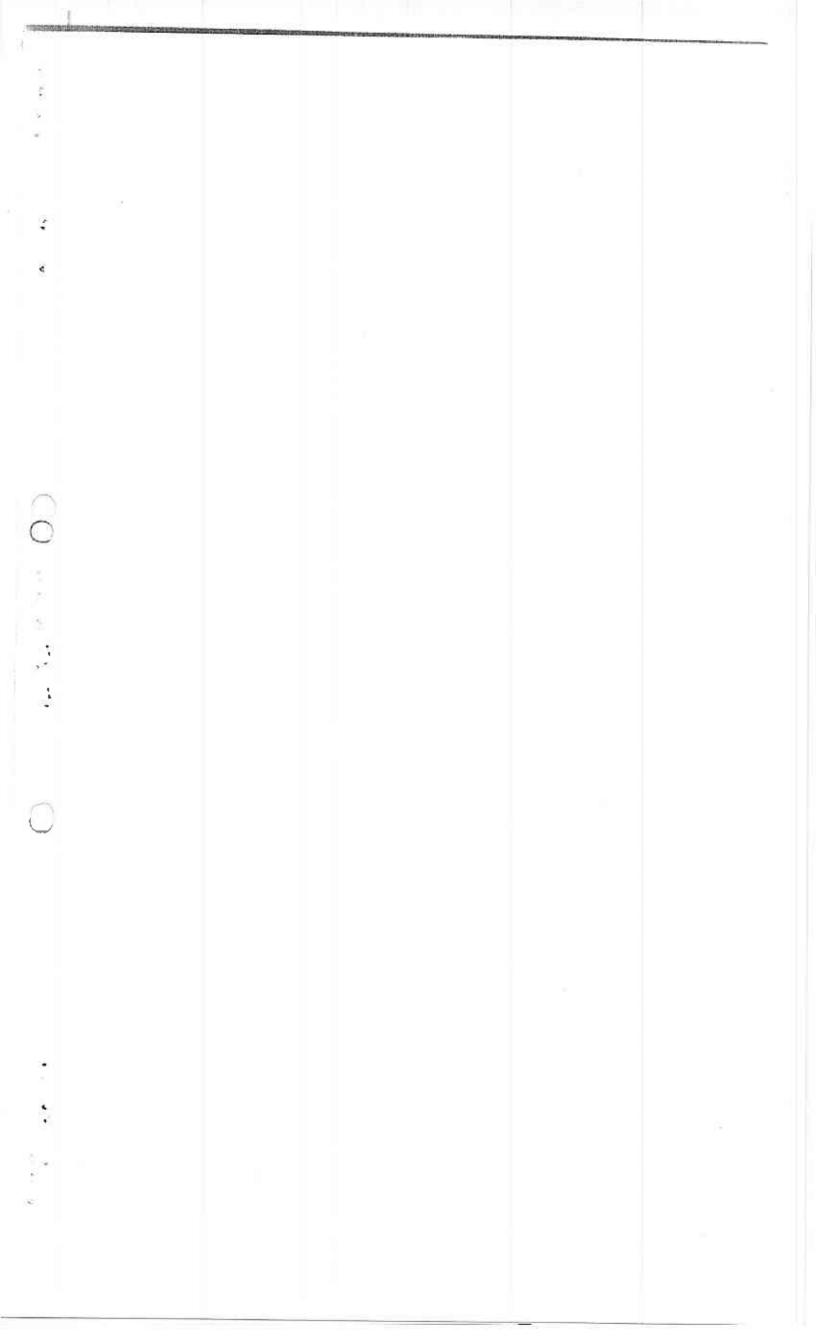
खालील 1 पक्षकारांची कबुली उपसद्ध नाही.

पक्षकाराचे नाव

मेससं कपीला ॲन्ड कंपनी यांचे भागीदार हितेश गोवानी याच्यातर्के मुखल्यार सिसाराम चीवरी - -



बदर-६ 2006



दस्त गोषवारा भाग - 2

बदर6

दस्त क्रमांक (2531/2008)

बदर8-2531-2008) या गोपवार। व :4373952 मोबदला 1280000 भरलेले मुद्रोक शुल्क : 201500

केल्याचा दिनांक :19/03/2008 04:02 PM व दिनांक : 15/02/2008 इंकरणा-याधी सही :

करणा-पाधी सही :

SSBorkar

कार :25) करारनामा

s. 1 भी घेळ : (सादरीकरण) 19/03/2008 04:02 PM s. 2 मी वेळ : (फ़ी) 19/03/2008 04:05 PM

30920: एकूण

इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीका ओळखतात, दु. निवंचयांची राही, योरीयती 3 (योरीयती) बोळ्स पटवितात. व पारडे- - ,घर/फ्लेंट नं: 2/5

ताः शिव वल्लभ रोड नावः शंकर टेलर चाळ

i; 60:-तः दहिसर मुं

णु महादेव गवळी- - ,घर/पूर्लेट नं: सी 620/30 इस्ताः -

वि नावः गलुमोहर सोसा न: -

बृहतः टाटा पावर पदःशेरीदली पु भुं

वंधकाची सही स्ती ३ (बोरीवली)







पावती क्र.:2532 दिनांक: 19/03/2008 पायतीचे वर्णन नाव: सुनंदा शंकरराव बोरकर -

30000 :नोंदणी की 920 :नक्कल (अ. 11(1)), पृष्टाकनाची नक्कर (30, 11(2)),

रुजवात (अ. 12) य छायाचित्रण (अ. 13) ·> एकत्रित फी







वदर-६ 2439 2006

MRY.0644*

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दुख्यम निबंधकः बोरीवसी ३ (बोरीवली)

दस्त गोषवारा भाग-1

वदर6

दस्त क्र 2531/2008

: 2531/2008

क्रीर: करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

काराचे नाय व पत्ता हुतं कपोला अन्ड कंपनी वार्च भागीदार हितेश व्यालके मुख्तवार चिताराम चीचरी - -मुस्ट मं: कॉमसे सेंटर गुजरात इटस्ट्रीयल व्येक्टर नगर आरे रोड गोरेगाय

लिहून देणार

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बदर-६ 2439 XX २००८

दस्त गोषवारा भाग - 2

वदर6

दस्त क्रमांक (2531/2008)

इ. [बदर8-2531-2008] चा गोवपारा

मुख्य :4373952 मोबदला 1280000 भरतेले मुद्राक शुल्क : 201500

jrsq केल्याचा दिनांक :19/03/2008 04:02 PM

दनाचा दिपांक : 15/02/2008 हजर करणा-याची सही :

ादा प्रकार :25) करारनामा

का क्र. 1 भी वेळ : (सादरीकरण) 19/03/2008 04:02 PM

का इ. 2 भी वेळ : (फी) 19/03/2008 04:06 PM(कार्यवाही पूर्ण)

का क्र. 3 ची वेळ : (कबुली) 20/05/2008 05:22 PM

का क्र. 4 ची येळ : (ओळख) 20/05/2008 05:23 PM

व नॉद केल्याचा दिनाक : 20/05/2008 05:23 PM

पावती क.:2532 दिनाक: 19/03/2008 पावहीचे वर्णन

नाव: सुनंदा शकरराव बोरकर -

30000 :नोंदणी फी

ःनक्कल (अ. 11(1)), पृष्टाकनाची नव्ह 920

(आ...11(2)).

रुजवात (अ. 12) व छायाचित्रण (अ. 10) ·>

एकत्रित फी

30920: एकूण

दु. निबंधकाची सही बोरीवली ३ (चारीयली)

होत इसम असे निवेदीत करतात की. ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळ्ळातात. इख :

त्यांची ओळख पटवितात. हेमंत गाबडे- - ,घर/फलंट मं: 2/5

ति/रस्ताः शिव यल्लम रोड

शरतीचे नावः शंकर टेलर घाळ

गुरत नं: -

द्व/वसाहतः -

हर/गाव: दहिसर मुं

तुकाः -

1: 68

प्रशांत गवस- - .घर/वृलंट नं: वरीलप्रमाणे

न्दी/रस्ताः -नारतीचे नावः -

भारत नः -

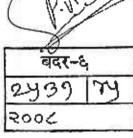
द/वसाहतः -हर/गाव:-

वसुकाः -

पेनः -

बंदर-६

इ. निबंधशीकी सही ग्रेगबली ३ (घोरीयली)







प्रमाणित करणेत येते की, या दस्तामध्ये एकूण द्वा-...पाने आहेत.

सह दुय्यम निवंधक वोरीवली क ३,

भुंबई उपनगर जिल्हा. खदर-६/2439/२००८

पुस्तक क्रमांक ६, क्रमांक वर

नोंदलाः 2 0 MAY 2008 दिनांकः

सह दुय्यन नियंधक, **धारीवली** क मुंबई उपनपर जिल्हा.

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교리:

DATED THIS

DAY OF

200

AGREEMENT FOR SALE

BETWEEN

M/S. KAPILA & COMPANY

Commerce Centre, Gujarat Industries Compound, Vishveshwar Nagar, Off Aarey Road, Goregaon (East) Mumbai - 400 063

.....DEVELOPERS

AND

Mr.JMrs.JMs./M/s

Address : ____

----- PURCHASER/S

AGREEMENT FOR SALE OF

Flat / Open/Stilt CarParking Space No. _____

on _____Floor in

"KRISHNA GARDEN"

Vrindavan I and Vrindavan II Padma Nagar, Chickoowadi, Borivali (W), Mumbai - 400 092.

Advocate ;

SHRI GANESH K, KAMATH Tel.; 2437 8702

Shakti Press. Tel.: 2266 5773 / 5637 7718