

KRISHNA GARDEN
Flat No - 1904

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11/17/01

31/11/01


Sign/seal.
Name
Change



AGREEMENT FOR SALE

VRINDAVAN - I & VRINDAVAN - II

2,01,500/-

AXIS BANK LTD., BORIVALI (WEST) FRANKING DEPOSIT SLIP	Customer Copy		
	Deposit Slip, Borivali (West), Mumbai - 92 Date :		
	Pay to : AXIS BANK LTD. A/C STAMP DUTY		
	Franking Value	Rs.	2,01,500
	Service Charge	Rs.	
	Total	Rs.	2,01,500
	Name of Stamp duty paying party :		
	M/S Kapila & Company.		
	D.D. / Cheque No.:		
	Drawn on Bank :		
(For Bank's Use only)			
			
AXIS BANK LTD. Franking Sr. No. <u> </u> Officer : <u> </u> Authorised Signatory			

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AXIS BANK LTD.
 Handwani Bhawan
 Sodhawali Lane
 Borivali (West), Mumbai - 400 892
 D-5/ST/PLV/C R. 104/101/05/5/3/66
 2008
 Authorised Signatory

AGREEMENT FOR SALE

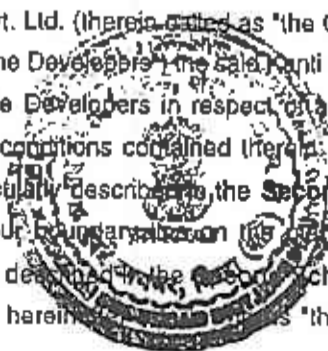
THIS AGREEMENT made at Mumbai this 27th sep day of 2008

BETWEEN : M/S. KAPILA AND COMPANY, a Partnership Firm having its Office at 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 thereof be deemed to include its Partners and thier respective heirs, executors, administrators and assings) of the **ONE PART** AND Dhanshree D. Desai Home Pvt. Ltd. of Mumbai, Indian inhabitant residing at A-4, Saitichba CHS, Rokadli Lane, S.V.P. Road, Borivali (W), Mumbai-400 092 hereinafter called "the **Purchaser/s**" which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his/her/thier/their administrators and assings) of the **OTHER PART**.

M/s. KAPILA & CO.

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W H E R E A S:

- (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, inter alia 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 terms 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 inter alia, 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 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 of a portion of the said larger property on the terms and conditions contained therein. The said portion of the larger property is more particularly described in the Second Schedule hereunder written and shown in red colour.  The said portion more particularly described in the Second Schedule hereunder written, of the said larger property is herein referred to as "the said 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.C. Act"

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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;

- (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 Vrindavan-II is hereinafter referred to as "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 till 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 Purchaser have been annexed to as Annexure 'A', 'B' & 'C' respectively.

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- (xv) The Developers have enquired with the Purchaser/s and the Purchaser/s has/have represented to the Developers that he/she/they is/are the person/s eligible to the tenement and/or premises under the said Order HWS-1084/177(1043) D-XIII dated 9/2/91 of the additional Controller and Competent Authority (ULC) and relying upon the said representation of the Purchaser/s the Developers have agreed to allot to him/her/them the said tenements and/or premises as hereinafter mentioned.
- (xvi) The Developers have at the request of Purchaser/s agreed to allot Flat No. 1904 / Car Parking No. area covered under Still No. on the 19th 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 Borivali 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 Municipal Corporation of Greater Mumbai or other concerned Government Authority.

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for Sale satisfied	

2. The Purchaser/s has/have prior to the execution of this Agreement 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 Annexure 'A'. The Purchaser/s shall purchase the premises hereafter mentioned on the basis of the said Certificate of Title. The Purchaser/s declare/s and confirm/s that he/she/they has/have read and understood said Exemption Order dated 9/25/77. The Purchaser/s further declare/s and confirm/s that he/she/they is/are willing to purchase the premises mentioned herein below and the Purchaser/s further declare/s and confirm/s that he/she/they shall indemnify and keep harmless the Developers their estates and effects against all costs, charges and expenses losses or damages which the Developers may 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 taken by any person, party or authority against the Developers in any manner whatsoever.

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3. The Developers shall sell and the Purchaser/s shall purchase Flat No. 1904
 Car Parking Space No. _____ area covered under Stilt No. _____ on
19th Floor of the Building known as Vrindavan-I ~~XXXXXXXXXXXX~~ 19
 (hereinafter referred to as "the said Building") having an approximate Carpet area of
Seventy Six (76) sq. mtrs. including balconies as shown in the red Colour
 boundary line in the Floor Plan annexed herewith (hereinafter for brevity's sake
 referred to as "the said premises") for the price of Rs. 12,80,000/- which is
 inclusive of the proportionate price of the common areas and facilities appurtenant
 to the said premises. The Purchaser/s agree/s to pay to the Developers the said
 consideration of purchase price viz. Rs. 12,80,000/-
 (Rupees Twelve Lacs Eighty Thousand Only. Only)
 as under:-

(i) Rs. 1,28,000/- (Rupees One Lac Twenty Eight 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);

ii) Rs. 50,000/- (Rupees Fifty Thousand only. only)
 within 30 days from the execution of this Agreement;

iii) Rs. 2,06,000/- (Rupees Two Lacs Six Thousand only. only)
 on completion of the plinth of the said premises;

iv) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two only)
 on completion of the First Slab of the said premises being cast;

v) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two only)
 on completion of the Second Slab of the said premises being cast;

vi) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two only)
 on completion of the Third Slab of the said premises being cast;



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xvi) - Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two Only) on the thirteenth slab of the said premises being cast;

xvii) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two Only) on the fourteenth slab of the said premises being cast;

xviii) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two Only) on the Fifteenth slab of the said premises being cast;

xix) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two Only) on the Sixteenth slab of the said premises being cast;

xx) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two Only) on the Seventeenth slab of the said premises being cast;

xxi) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two Only) on the Eighteenth slab of the said premises being cast;

xxii) Rs. 37,632/- (Rupees Thirty Seven Thousand Six Hundred Thirty Two Only) on completion of Nineteenth floor of the said premises;

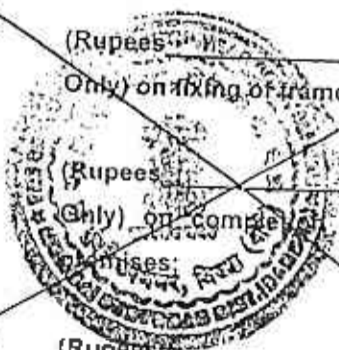
~~xxiii) Rs. _____/- (Rupees _____ Only) on completion of flooring of the said premises;~~

~~xxiv) Rs. _____/- (Rupees _____ Only) on fixing of frame of the doors of the said premises.~~

~~xxv) Rs. _____/- (Rupees _____ Only) on completion of External Plastering of the said premises;~~

~~xxvi) Rs. _____/- (Rupees _____ Only) on completion of painting of the said premises;~~

~~xxvii) Rs. _____/- (Rupees _____ Only) on completion of external painting of the said premises;~~



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xxv) Rs. 1,80,992/-

(Rupees One Lac Eighty Thousand Nine Hundred Ninety Two only)

being the ultimate balance of the purchase price against the delivery of possession of the said premises.

In addition to the above payments the Purchaser/s shall also pay to the Developers the sum of Rs. /- (Rupees ~~XOX~~ Only)

for Car Parking Space No. to be allotted to the Purchaser/s in the said building or compound thereof. The said amount of Rs. /- shall be paid simultaneously with 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.

PROVIDED further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s the installments of sale price of the said premises less Rs. 1,28,000/- which ~~has~~ will 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 amount by the Developers, the Developers shall be at liberty to dispose of and sell the said premises to such person and at such price as the Developers may, in their absolute discretion think fit.

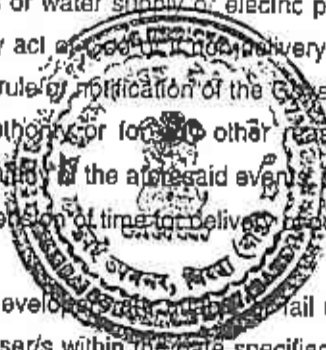
- 5. Without prejudice to the above, the Developers' other rights under this Agreement and/or in law, the Developer may at their own option accept from the purchaser, the payment of the defaulted installment at the rate of 21% (twenty one percent) per annum for the period for which the payment has been delayed.

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6. The standard fixtures, fittings and amenities to be provided by the Developers in the said building and the said premises are set out 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 October, 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 the 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 other reason beyond the control of the Developers and in any of the aforesaid events, the Developers shall be entitled to reasonable extension of time for delivery of possession of the said premises.
11. If for any reason the Developers shall fail to give possession of the said premises to the Purchaser/s within the date specified in Clause 10 above, or within any further date or dates as may be mutually agreed to 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, refund to the Purchaser/s all installments



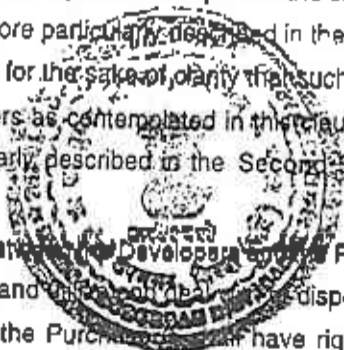
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paid in part-payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% (nine percent) per annum from the date of receipt till repayment. Such payment shall be accepted by the Purchaser/s in full satisfaction 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.

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 this clause, only in respect of the said property more particularly described in the Second Schedule hereunder written.
13. It is expressly agreed between the Developers and the Purchaser/s that the Developers shall be entitled to use and dispose of or alienate or encumber the said property and the Purchaser/s shall have right restricted in respect of the said premises alone and actual transfer shall only take place upon the said building being duly constructed and handed over to the purchaser/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

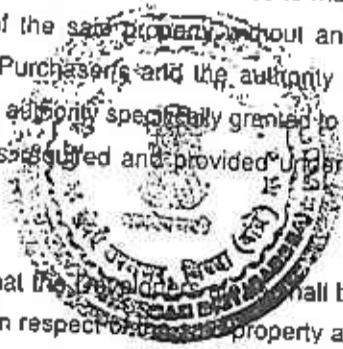


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given on lease to such Co-operative Society and the Purchaser/s do/doth hereby irrevocably declare/s and confirm/s that he/she/they have no objection to the Developers developing the said property in such manner as may be described by the Developers 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, 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, 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 and provided under the Maharashtra Ownership Flats Act, 1963.
18. It is expressly agreed that the Developers shall be entitled to any ESI which may become available in respect of the said property at any time hereafter by virtue of any change in the layout or virtue of release of any portion or portions from the reservation or recreation ground or by virtue of any amendment 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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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 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.
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.
22. The Purchaser/s shall on demand deposit with the Developers a sum of Rs. 60,000/- towards the deposit to be made by the Developers for the electric meter and water connection of the said building to the Reliance Energy Limited and the Municipal Corporation of Greater Mumbai for lighting domestic supply and water supply respectively. The Purchaser/s shall on execution of this Agreement for Sale deposit with the Developers a sum of Rs.300/- towards the share entrance fee of the proposed Co-operative Society and on the further demand made by the Developers the Purchaser/s shall pay to the Developers the costs, charges and 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

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respect of the aforesaid 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. 53,256/- (Rupees Fifty Three Thousand Two Hundred Fifty Six only) 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 over the said deposits or the balance to such Society.

24. 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/their. All open spaces, lobbies, lifts, water tanks garden etc. will remain as the absolute property of the Developers until the said building is conveyed or transferred or given in lease by the Developers to the proposed Co-operative Society. The right of the Developers as herein provided.

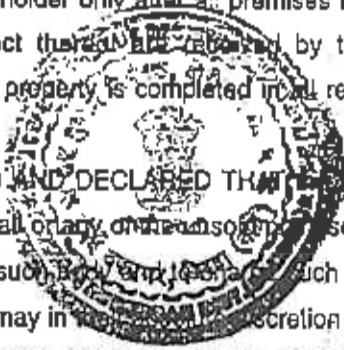
26. IT IS HEREBY EXPRESSLY AGREED THAT the terrace of the said building shall always belong to the Developers and they shall be entitled to deal with and dispose of the same in such manner as they deem fit. In the event of the developers obtaining

M/s. KAPILA & CO.

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 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 member/s 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 / lease in respect of the said property more particularly described in the Second Schedule hereunder 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 received by the Developers in full and development of the said property is completed in all respects.

28. IT IS HEREBY AGREED AND DECLARED THAT the Developers shall be entitled to sell and/or dispose of all or any of the said premises from time to time to such person or persons or to such person or persons for such consideration or moneys or price as the Developers may in their absolute discretion think fit. It is further agreed that the consideration of price so received by the Developers 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,



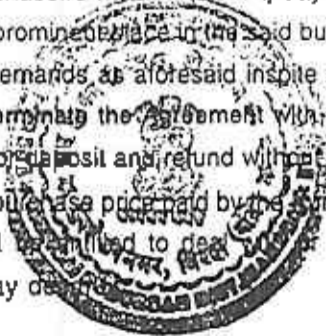
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M/s. KAPILA & CO.

- 12 -

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 favour of the Purchaser/s in respect of the premises agreed to be 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.
31. 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 in spite of the said notice, the Developers will be entitled to terminate the Agreement with such Purchasers and to forfeit the amount of earnest deposit and refund without interest the balance amount of the installments of the purchase price paid by the Purchaser/s till then and in such event the Developers will be entitled to deal with or dispose of such premises in any manner as they may deem fit.
32. The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s.



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M/s. KAPILA & CO

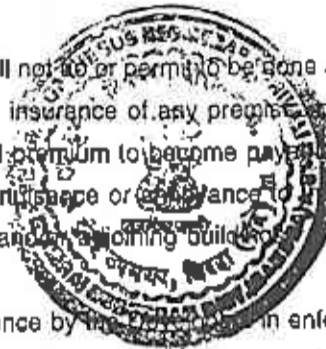
33. Notwithstanding anything contained herein, the Developers shall after the said building is completely ready and fit for occupation and after the said Society as aforesaid is registered or formed and only after all the premises in the said building have been sold and disposed off by the Developers 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 Developers and their estates and effects against any costs, charges, expenses, losses or damages or claims or demands.
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 their part of the said covenants and conditions.
36. 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 members 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 filled in, signed 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-operative Societies or the other Competent Authority. The Purchaser/s shall be bound from time to time to sign all papers, forms and documents and to do all other things as the Developers may require him/her/them to do from time to time for safeguarding the interest 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 end.

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M/s. KAPILA & CO.

143

37. The Purchaser/s shall not without the written permission of the Developers let, sublet, sell, convey transfer, mortgage, charge or in any way encumber or deal with or dispose of his/her/their premises or any part thereof 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 payable in respect thereof or which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said building and adjoining buildings.
41. Any delay or indulgence by the Developers in enforcing the terms and conditions of the Agreement for Sale or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developers of any breach or non-compliance of any of terms and conditions of this Agreement for sale by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.



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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 hereinafter mentioned shall be deemed to be served upon him/her/them and shall completely and effectively discharge the Developers.

Dhanoo Dore Homes Pvt Ltd.

A-4, Sadichitla CHS, Rokadia Lane,

S.V.P. Road, Borivali (W), Mumbai - 92.

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.

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, lifts, 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 Limited Company or Condominium of Apartments as hereinafter mentioned but subject to the right of the Developers as provided herein.

46. Notwithstanding anything contained herein, the Purchaser/s shall not object or raise any objection or file a petition to the Municipal Corporation of Greater Mumbai or any other public body or authority for the development and/or construction of building and other premises on the said property including consumption of any Transferable Development Rights (TDR) available to the Developers on the said property and hereby confirms and consents that the Developers shall be entitled to consume additional FSI/TDR, FSI obtained on account of amalgamation of plots and FSI obtained on account of providing any staircases/lifts/cut-off-passages and passages in future in the said building etc. in such manner as it may deem fit and shall also be entitled to surrender of any portion of the said plot if the same is

[Signature]

M/s. KAPILA & CO

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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 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 Rs. _____/- (Rupees _____ Only) per 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 to 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 Developers shall attend the Sub-Registry and admit execution thereof after the Purchaser/s sign them of the number under which it is lodged for registration by the Purchaser/s.
50. Each party will bear its own legal expenses and all stamp duty and registration charges payable in respect of this Agreement shall be borne and paid by the Purchaser/s alone. Any service tax payable on account of & due to this agreement shall be borne & paid by the purchaser/s alone.
51. This Agreement shall be subject to the jurisdiction of Courts in Mumbai.

M/s. KAPILA & CO

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 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 admeasuring about 19177.20 sq. mtrs. (Nineteen Thousand One Hundred Seventy Seven Point Twenty 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 (a) 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 : C.T.S.No.374 B/19
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

M/s. KAPILA & CO.

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THE THIRD SCHEDULE ABOVE REFERRED TO:
LIST OF STANDARD AMENITIES

1. 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.
4. 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 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 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-room & kitchen.
15. Kadappa frame in bathroom, W/C, Toilet and ventilators of bathroom, W/C, Toilet.
16. Sintex door shutters in Bath/W.C. & Toilets.
17. Details of Electric Points:-

वदर-५/
ELECTR 29

Room Point	Light Point	Fan Point	Plug Point	Power Point	Cable Point	Telephone Point
Living	3 Nos.	2 Nos.	1 No.	--	1 No.	1 No.
Bed Rooms	2 Nos.	2 Nos.	1 No.	1 No.	1 No.	1 No.
Kitchen	1 No.	1 No.	1 No.	2 Nos.	--	--
Toilet	1 No.	1 No.	1 No.	1 No.	--	--
Bath	1 No.	1 No.	1 No.	1 No.	--	--
W.C.	1 No.	--	--	--	--	--
Passage	1 No.	--	1 No.	1 No.	--	--
Wash Basin	1 No.	--	--	--	--	--

M/s. KAPILA & CO

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

Signed and delivered by the)
with in named 'DEVELOPERS')
M/s. KAPILA & CO.)



For KAPILA & CO.


Partner

in the presence of)

M/s. KAPILA & CO.

Signed and delivered by the)
with in named 'PURCHASER/S')
~~M/s. Dhanshree Dream~~)
Homes Pvt. Ltd.)
Directors Mr. Shankarav)
A - Borker

DHANSHREE DREAMHOMES PVT. LTD.



DIRECTOR

in the presence of)



Received the day and year first)
hereinabove written of and from)
the with in named Purchaser the sum)
of Rs. 1,28,000/-)
(Rupees One Lac Twenty Eight)
Thousand Only — X — Only)
being the amount of earnest money as)
mentioned herein above to be paid by)
him/her/them to us.)

Rs. 1,28,000/-

WITNESS :

1. _____
2. _____



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WE SAY RECEIVED
For KAPILA & CO.


Partner

Ganesh K. Kamath
Advocate High Court, Mumbai

ANNEXURE - 'A'

Off. : 512-A, Commerce 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, Borivali 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/2638/85 on 29th July, 1985.

The said Kanti Builders Pvt. are therefore the owners of the property more particularly described in the First Schedule hereunder written.



1

Resi. : 18, Shy-Nivas, First Floor, S. Bapat Marg, Malunga (W), Mumbai - 400 016 • Tel. : 437 8702

(All correspondence to be made at residential address only)

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Ganesh K. Kamath
Advocate High Court, Mumbai

Off. : 512-A, Commerce House, 140, N. M. Road, Forl, Mumbai - 400 023.

By a Development Agreement dated 7th June, 2005 entered into between Kanti Builders Pvt. Ltd. of the one part and Kapila & Co. of the other part, Kanti Builders Pvt. 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.

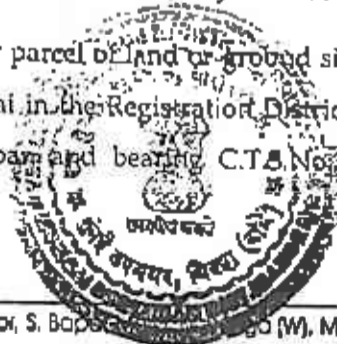
Under the said Development Agreement, M/s. Kapila & Co. is entitled to develop the said property more particularly described in the Second Schedule hereunder written and are also entitled to sell and/or alienate flats/premises/car parking spaces/covered parkings in the proposed building/buildings to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

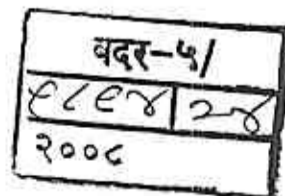
ALL THAT piece or parcel of land or ground situate at Village Eksar, Taluka Borivali in Greater Mumbai in the Registration District and Sub-district of Mumbai City and Mumbai Suburban and bearing C.T.S. No. 374-B/19 admeasuring about



2

Resl. : 18, Shiv-Nivas, First Floor, S. Bapuji Road, W. Mumbai - 400 016 • Tel. : 437 8702

(All correspondence to be made at residential address only)



Ganesh K. Kamath
Advocate High Court, Mumbai

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

19177.20 sq. mtrs. (Nineteen Thousand One Hundred Seventy Seven Point Twenty 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 5000 sq. mtrs. (Five Thousand Square Meters) and bounded as follows:-

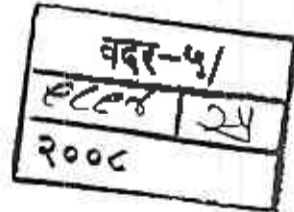
On or towards the East by : D.P. Road
On or towards the West by : C.T.S.No.374 B/19
On or towards the North by : C.T.S.No.374 B/19
On or towards the South by : C.T.S.No.374 B/20

Dated this 10th day of June, 2005.

Yours truly,

G.K. Kamath

(Ganesh K. Kamath)
Advocate, Mumbai.



3

Resi. : 18, Shiy-Nivas, First Floor, S. Bopal Marg, Malunga (W), Mumbai - 400 016 • Tel : 437 8702

(All correspondence to be made at residential address only)

ANNEXURE - 'B'

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H. R. R. D. 10/10/10

10/10/10

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308 अंश, ST प्रमाण

पैर रिजल्टी निरोपानुसार
 न.प्र.क 308 अंश ची अतिरिक्त
 पत्रिका उपलब्ध त्याच 98 गुण 2
 टोपिले ही सादर करिते आहे.
 मुंबई निव्वटन समितीच्या अंतर्गत
 (अ) वाचने करत कोटेशन सादर करत
 (ब) कोटेशन सादर करत आहे.

27-11-10

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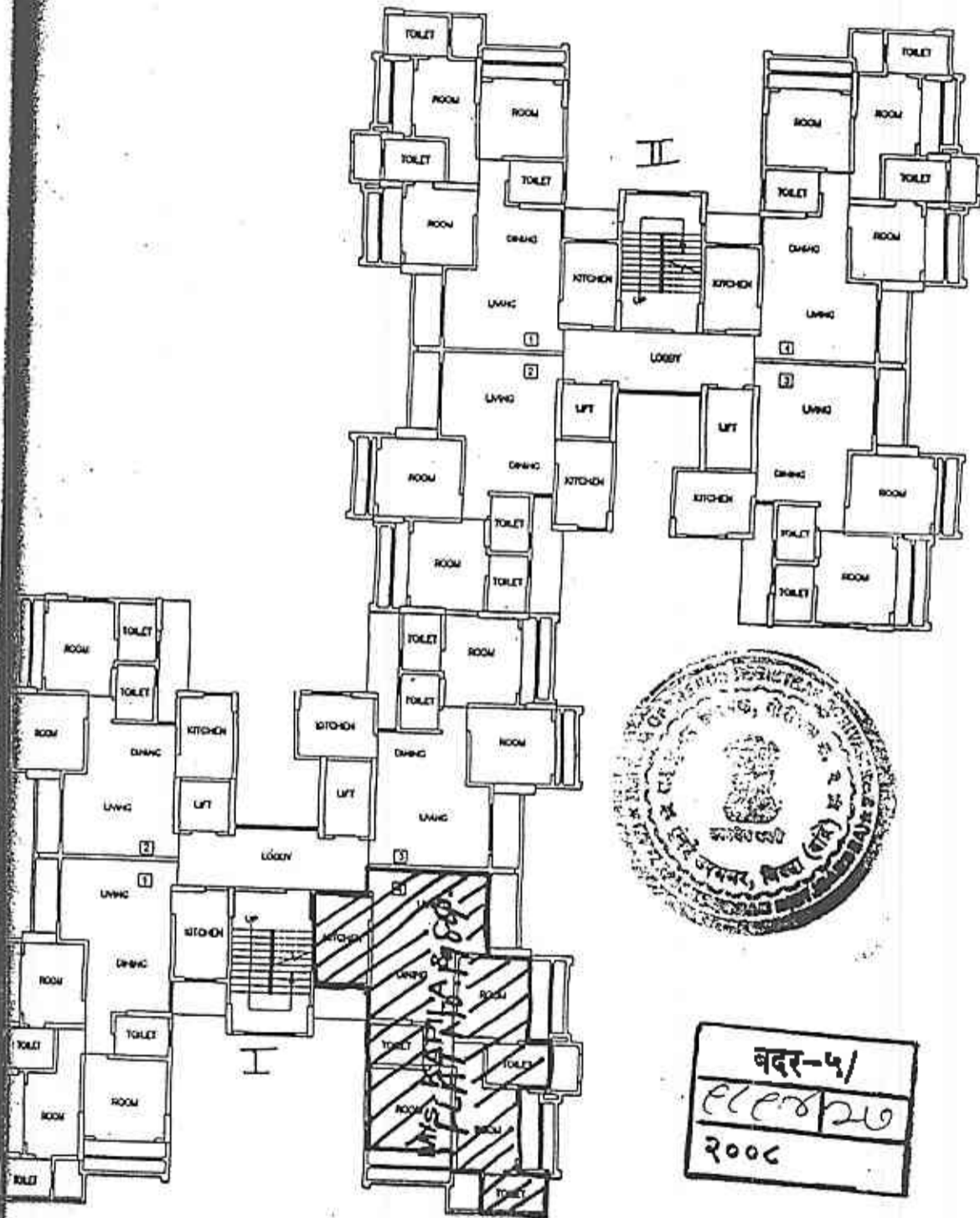


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ANNEXURE - 'C'

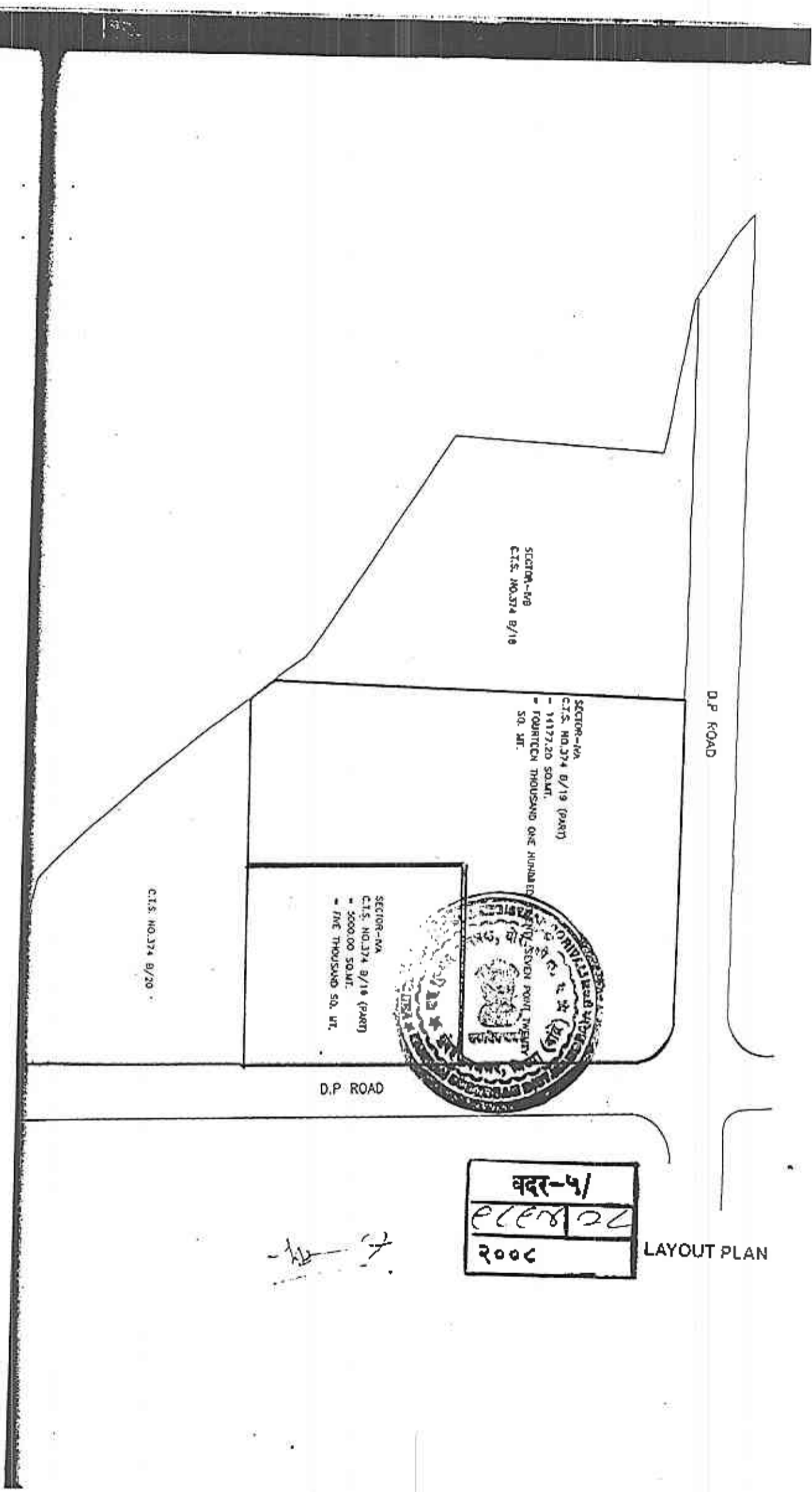


TYPICAL FLOOR PLAN

Proposed plan of the Flat No. 1904 on 19th Floor In
 VRINDAVAN - I ~~VRINDAVAN~~ of KRISHNA GARDEN, agreed to be
 acquired by the purchaser.

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 २००८



बदर-५/	
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२००८	

LAYOUT PLAN

8599

अपर जिल्हाधिकारी व सक्षम प्राधिकारी (नागरी क्षेत्र कमाल धारणा) वृहन्मुंबई

प्रशासकीय इमारत, ५ वा मजला, चंभना कॉलोन जयळ. शासनाध्यक्ष मंसूरत, नांद्रा (पूर्व) मुंबई - ५

क्र. सी.यु.एल.सी. सी-३/से-२०/सी-१/११
दिनांक : २५.१०.२००६

स,
युन निबंधक क्र. १ सारित्रणी
श्री फुल्लो कॉम्प्लेक्स,
नांद्रा (पूर्व) मुंबई ४०००५१

विषय : नागरी क्षेत्र कमाल धारणा अधिनियम १९७६ च अन्वये २० व २१
अंतर्गत सुटीचे आदेशातील अटी व शर्तीचे पालन न करणा-या
विकासाच्या योजनातील स्थानिकांच्या करारपत्रांच्या नोंदणीबाबत
संदर्भ : या कार्यालयाचे पत्र क्र. सी.यु.एल.सी.६(१) /डिस्क-३/से-२०-२१/१०१६
मदरिका दिनांक ३१.३.२००६

विषयवर्तित या कार्यालयाच्या संदर्भाधीन प्रमाणानुसार नागरी क्षेत्र कमाल धारणा कायद्याच्या
कलम २० व २१ नुसार मंजूर झालेल्या घरबांधणी योजनामधील, योजना मंजुरीच्या आदेशातील अटी व
शर्तीची पूर्तता न करणा-या विकासाच्या स्थानिकांच्या करारपत्रांची नोंदणी न करणेबाबत आपणाला
कळविणेत आले आहे.

उक्त संदर्भाधीन प्रमाणानुसार सोडण्यात आलेल्या यादीतील वरीलवरील तालुक्यातील घरे एकूण
संख्या ३७२ व ३७५ तालुका वरीलवरील संख्या क्र. सी - १०१. या योजनेमधील स्थानिकांच्या
करारपत्रांचे नांद्रा न करणेबाबत आपणाला कळविणेत आले आहे.

एकूण घरबांधणी योजनांमध्ये (४१९२४.०७ + ४९५.०७ = ४२४१९.१४) चौ.मी. क्षेत्राचे
बांधकाम पूर्ण झालेले असून या क्षेत्रापाठी २९३६.२० चौ.मी. क्षेत्र हे २६ योजनांच्या स्वरुपात बांधकाम
प्राप्त झालेले आहे. उक्त ४२४१९.१४ चौ.मी. क्षेत्राचे बांधकाम पूर्ण झालेले एकूण मधील
स्मारकनिहाय तपशील खालीलप्रमाणे आहे.

क्र.सं.	लेक्टर क्रमांक	इमारत क्र.कक्ष क्र.	बांधकामाखालील क्षेत्र चौ.मी.
१	२	इमारत क्र.अ,बी,सी,डी	१७४७०.९१
२	३	दरान टॉवर	३५२६.७९
३	आयडी	क्यान्व्ही होल	२००३.६५
४	आयडी	३	२०४२.२२
५	४	इमारत क्र. १	१९२.९२
६	४-बी	इमारत क्र. २	१६६६.२६
		इमारत क्र. ३	१६६६.२४
		इमारत क्र. ४	१६६६.२४
		इमारत क्र. ५	१६६६.२४



वदर-५/
२००६/२०
२००६

उक्त बांधकाम पूर्ण झालेल्या धंवापोटी विकासकामे आतापर्यंत २१३६.२० चौ.मी. बांधीव क्षेत्र ३६ मर्दानकांचे स्वरुपात यांजनेतील सेक्टर I - D मधील इमारत क्र.अं १ व सेक्टर ५ मधील इमारत अं व वी मधून शासनास प्रत्यापित केलेले आहे.

सबब सिसक्र. ३७२ व ३७४ मधील उक्त सेक्टर मधील मर्दानकांचे खरेदी विक्री व्यवहार खरेदी विक्री व्यवहार या द्वारे सद्यधिन अधिकृत दस्त अधिकृत करारनामे या द्वारे नियमानुसार असणारे दस्त नोंदणीकृत करण्यास अनुमती देण्यात येत आहे.

याशिवाय प्रस्तुत बऱ्याचणी यांजनेमधील सेक्टर I- D मधील इमारत क्र.अं-२ मध्ये २०८२.२९ चौ.मी. क्षेत्र हे ३६ मर्दानकांचे स्वरुपात शासनासाठी राष्ट्रीय उद्येगात आलेले असून या मर्दानका शासनास प्रत्यापित करण्याबाबत शक्यतेत हमी पत्र यांजनाधिकारकाने या कार्यालयसा सादर केलेले आहे.

सबब सिसक्र. ३७२ व ३७४ मधील उक्त शासनासाठी राष्ट्रीय उद्येगात आलेल्या इमारतींपैकी खालीलप्रमाणे वरीलप्रमाणे आलेल्या सिसक्र. ३७२ व ३७४ मधील खालील सेक्टर मधील अधिकृत खरेदी विक्री व्यवहार , करारनामे मुद्रापत्रावर विकास हस्तांतरण हक्क या इतर नियमानुसार असणारे दस्त नोंदणी कृत करण्यास अनुमती देण्यात येत आहे. त्याचा तपशिल खालीलप्रमाणे आहे.

अ.क्र.	सेक्टर क्र.	अनुसूच्य बांधकामाखालील क्षेत्र
१	सेक्टर १ अं	११७०७.९० चौ.मी.
२	सेक्टर ४ अं	२०५.२६.३२ चौ.मी.

याशिवाय यांजनेतील सेक्टर १ वी व १ सी या दोन सेक्टर मधील कोणत्याही इमारतीमधील मर्दानका, दुकान, गाळे, जमिनीचे विकास हस्तांतरण हक्क इत्यादी याचे नोंदणी व्यवहार या कार्यालयाचे ना हरकत पत्राशिवाय नोंदधू नयेत तसेच शासनास राखून ठेवलेली सेक्टर I-D या इमारतीमधील कोणत्याही मर्दानकाचे व्यवहार या कार्यालयाचे ना हरकत पत्राशिवाय नोंदधू नये.



(मुद्रा)

स.आर.पांथळ
अ.न.का.अ.स.प्रा.
अ.क्ष.क.म.बृहन्मुंबई

प्रति,

- १) मा.प्रधान सचिव, नगर विकास विभाग, मुंबई यांना: माहितीस्तव सादर
- २) ना.नोंदणी महानिरीक्षक व मुद्रांक विभाग, राज्य पूर्ण यांना: माहितीस्तव सादर
- ३) नोंदणी उप महानिरीक्षक व मुद्रांक उपनिरीक्षक कोकण भवन , नवी मुंबई यांना: माहितीस्तव सादर
- ४) मुद्रांक अधिकारक, प्रधान मुद्रांक कार्यालय, जुने नकाशे, वर.फोर्ट मुंबई ३२
- ५) एक जिल्हा निबंधक, मुंबई उपनगर जिल्हा

बदर-५/
६६४/३०
२००८

BRILLIANT BUILDERS PVT. LTD. PALIKA
 MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A').
 NO. CHB/ 6009 /BRWS)/N/AR **4 JUN 2005**

COMMENCEMENT CERTIFICATE

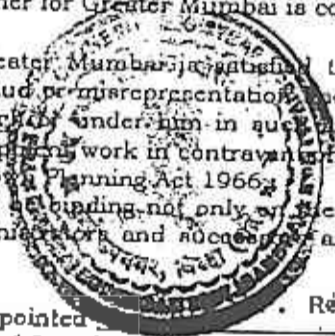
vs. KANTI BUILDERS PVT. LTD.,
OWNER.

With reference to your application No. 5504 dated 30.04.2003 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1925 to erect a building to the development work of Proposed Bldg. 'B' on Sector 45 & 69 T.S. No. 374-B/19 "IV-A"

premises at Street _____
 Village Eksar Plot No. _____
 situated at Borivali (West) Ward R/Central

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



The Municipal Commissioner has appointed _____ Ropal
 Assistant Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

This C.C. is restricted for work up to Stilt Slab Level

बदर-पर and on behalf of Local Authority
 Borivali Mumbai Mahanagarpalika
2005

(Signature)
 Asst. Engineer, Building Proposal (West Sub)
 W/R' Wards
 FOR
 MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

CHE. / 6009 / BP (WS) / AR.

Arch:- Shri B. R. Goudhi

This c.c. is now further reextended upto
stilt slab level as per approved amended
plan dt. 17/8/2005.

18 AUG 2005

[Signature]
A.E. (B.P) R/C

This c.c. is now further extended for wing 1 & 2
stilt + Ten upper floors as per approved amended
plan dt. 17/8/05

11 OCT 2005

[Signature]
A.E. (B.P) R/C

This c.c. is now further extended for entire work
i.e. wing 1 & 2 - stilt + seventeen upper floors as per
approved amended plans dt. 17/8/05

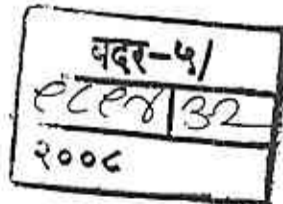
20 DEC 2005

[Signature]
A.E. (B.P) R/C

This c.c. is now further extended for entire work
i.e. wing 1 & 2 - stilt + 19 upper floors as per
approved amended plan dt. 15.7.2006.

2 NOV 2006

[Signature]
EXECUTIVE ENGINEER
BUILDING PROPOSAL (W.S.) B-WARD



50 Rs.



MAHARASHTRA

16 MAY 2005

713093

10 MAY 2005

03077 10/5/05 Gecani

95

Handwritten signature



बदर-६/४
४३३०१७
२००५

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, SHITESH TEJARI
GOWANI of Indian Inhabitant address "Krishna Garden", Village:
Eksar, Padma Nagar, Chikoowad, Borivali, Mumbai - 400 092, do hereby
SEND GREETINGS:



बदर-५/
९६४३३
२००६

WHEREAS:

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

50Rs.



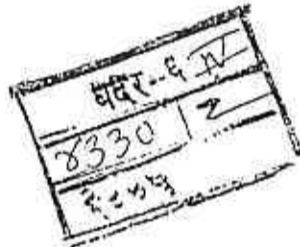
MAHARASHTRA
10 MAY 2005

16 MAY 2005 715094

03078 Hitesh T. Gokani

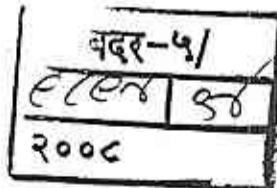
95

Handwritten signature



(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 ~~Handwritten text~~ all of the said Firm which are required to be registered under the provisions of the Indian Registration Act, with the Sub-Registrar of ~~Handwritten text~~ Surances, Mumbai.

(iii) Being personally ~~Handwritten text~~ to a ~~Handwritten text~~ Sub-Registrar and admit execution of ~~Handwritten text~~ documents ~~Handwritten text~~ of appointing Mr. Sitaram Jivaji Ch ~~Handwritten text~~ and lawful attorney for admitting execution of such documents executed by me in my capacity as a partner of M/s. Kapila & Company. ~~Handwritten signature~~





28/06/2005 दुधम निबंधक:
11:18:06 am योरीयली 3 (योरीयली)

दस्त गोषवारा भाग-1

पदर6
दस्त क्र 4330/2005

दस्त क्रमांक : 4330/2005

दस्ताचा प्रकार : मुखत्याचनावना

क्र. पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठस:
1) मा. पक्षात कपोला उड रूफनी व भोगेदार हितरा दिव्यराज गोधाणी - पत्ता: घर/एलईट नं. - भारती/रस्ता: विठ्ठलपट्टी दंगरतीचे गाव: कृष्णा मार्केट दंगरत नं. - पद/पदावत: पदमा नगर महाराष्ट्र, योरीय	लिहून देणार वय 26 रही		
2) मा. दिवाकराज विठ्ठली कापरी पत्ता: घर/एलईट नं. 503 भारती/रस्ता: एच एच रोड दंगरतीचे गाव: लोणीगाव जवळ दंगरत नं. - पद/पदावत: पदमा नगर महाराष्ट्र, योरीय	लिहून देणार वय 36 रही ५/1 TOLOM		

पदर-६ IV
4330/E
2005



पदर-५/
4330/E
2006

दस्ताचा प्रकार सध्याकधीत (मुखत्याचनावना) दस्ताचेंच फारम दिल्याचें कळून जयावत.

1 OF 1

दस्त गोधवारा भाग - 2

वदर 6

दस्त क्रमांक (4330/2005)

दस्त क्र. [वदर 6-4330-20 15] का गोधवारा
प्रकार मुला : 0 मोबदला 1) भरसते मुद्रांक शुल्क : 100

पावती क्र.: 4353 दिनांक: 28/06/2005

पावतीचे दर्शन
नाम: मेसर्स कृषीला जेड कंपनी चे भागीदार हितेश
तेजराज गोवंदी - -

दस्त हजर केल्याचा दिनांक : 28/06/2005 11:14 AM
निषादनाचा दिनांक : 28/06/2005
दस्त हजर करणा-याची सही :

100 : मोदनी फी
140 : न्यायकल (अ. 11(1)), धृष्टान्तनापी 3 व फक्त
(अ. 11(2)).
रजधान (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

240: एकूण

मुद्रांक शुल्काची राशी, पं(मोबदली 3) यारीबली)

दस्ताचा प्रकार : 4B) मुद्रांकपारनामा
दस्ता क्र. 1 ची वेळ : (सादरीकरण) 28/06/2005 11:14 AM
दस्ता क्र. 2 ची वेळ : (प्री) 28/06/2005 11:15 AM
दस्ता क्र. 3 ची वेळ : (कबुली) 28/06/2005 11:15 AM
दस्ता क्र. 4 ची वेळ : (ओळख) 28/06/2005 11:17 AM

दस्त मोद भेटल्याचा दिनांक : 28/06/2005 11:18 AM

ओळख :
खालील इराम असे निवेदीत करण्यात येते, की, से दस्ताऐवज करण देणा-याला खालीलच ओळखतात,
1) स्वामी ओळख पटविलात.

2) हंगत मापद. - घर/प्लॉट नं. -
पत्ती/रस्ता :
इमारतीचे नाव शहर टेलर घाट
इमारत नं. :
पेठ/वसाहत :
हद/माप/फोटो/मशी मु.
आयुका :
दि. :
2) गणेश कामत - घर/प्लॉट नं. 512
पत्ती/रस्ता :
इमारतीचे नाव कांभरी लघन
इमारत नं. :
पेठ/वसाहत :
हद/माप/फोटो मु.
आयुका :
दि. :

Henry J. Crawford

वदर-६/IV
4330/18
2005

मुद्रांक शुल्काची राशी
पं(मोबदली 3) यारीबली)

समाप्ति करविलेले येते की, या
दस्तामळे एकूण.....पाने आहे.

सह मुख्यम निबंधक बोरीबळी-६
मुंबई उपनगर विभाग.



वदर : 4330/2005
दस्ता क्र. : 1
दस्ता नं. : 1
दस्ता क्रमांक : 4330/2005
सह मुख्यम निबंधक बोरीबळी-६
मुंबई उपनगर विभाग.

वदर-५/
4330/30
2006

आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT OF INDIA
 HEMANT SABAJI GAWADE
 SABAJI NARAYAN GAWADE
 011221975
 Payment Account Number
 AGSPG9714H

आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT OF INDIA
 VINAYAK RAJARAM GAWADE
 RAJARAM NARAYAN GAWADE
 13/12/1988
 Payment Account Number
 AORPG0375H
 Signature





बदर-५/
 १६६४/४०
 २००८

दुय्यम निबंधकः
बोरीवली 2 (कादिवली)

दस्त गोषवारा भाग-1

बदर5
दस्त क्र 9894/2008

क्र: 9894/2008
कार: करारनामा

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठवाचा ठसा
श्री डीग हायस् प्रॉ लि च सचालक राकराव अ प्लॉट नं. 5/4, सदिच्या को ऑ ही सो लि. एच लेन, एच एच रोड, बोरीवली प मु-92 रस्ता: पिणे नावा	लिदून घेणार वय 49 सही		

खाली 1 पक्षकारांची कमुती उपलब्ध नाही.

पक्षकाराचे नाव
शे/- कपीला अॅन्ड कंपनीचे भागीदार हितेश गोवानी याच्या तर्फे मुखत्यार सिताराम घोषरी

बदर-5/
e1e6 169
२००८



दस्त गोपवारा भाग - 2

वदर5

दस्त क्रमांक (9894/2008)

क्र. [वदर5-9894-2008] चा गोपवारा
मूल्य : 4373952 मोबदला 1280000 परलेले मुद्रांक शुल्क : 201500

पावती क्र.: 9895 दिनांक: 12/11/2008

पावतीचे वर्णन
नांव: धनंजी डीम होम्स प्रा लि ये संचालक
शंकरराव ये बोपकर - -

हजर केल्याचा दिनांक : 12/11/2008 03:17 PM

दनाचा दिनांक : 27/09/2008

हजर करणा-याची सही :

30000 : नोंदणी फी

860 : नकदल (अ. 11(1)), पुष्ठांकनाची नकदल
(अ. 11(2)),

रुजवात (अ. 12) व जायाचित्रण (अ. 13) ->
एकत्रित फी

जाया प्रकार : (25) कपारनामा

क्रमांक 1 ची वेळ : (सादरीकरण) 12/11/2008 03:17 PM

क्रमांक 2 ची वेळ : (फी) 12/11/2008 03:23 PM

30880: एकरण

जख :

जोत इत्तम आरो नियेदीत करतास की, ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात,
त्यांची ओळख पटविताना.

हेनंत गावडे - , घर/प्लॉट नं: 215, शंकर टेलर बाळ, दहिवर

डु. निबंधकाची सही, दोरीवली 2 (कांदिवली)

पत्नी/रस्ता:-

भारतीय नावा:-

भारत नं:-

पेठ/सहाहत:-

शहर/गाव:-

जालुका:-

दिन:-

2) विनायक गावडे - , घर/प्लॉट नं: बरीलप्रमाणे

पत्नी/रस्ता:-

भारतीय नावा:-

भारत नं:-

पेठ/सहाहत:-

शहर/गाव:-

जालुका:-

दिन:-

डु. निबंधकाची सही
दोरीवली 2 (कांदिवली)

वदर-५/



ELER 82

२००८



दुय्यम निबंधक: बोरीवली 2 (कादिवली)	दरत गोषवारा भाग-1	बदर5 दस्त क्र 9894/2008
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क्र : 9894/2008
प्रकार : करारनामः

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
सं- कपोला अण्ड कंपनीचे भागीदार हितेश बाप्या तर्फे मुख्यालय सिताराम धोपरी प्लॉट नं: कॉमर्स सेंटर गुजरात इंड. जगा. नगर अले रोड गोरेगाव पु पु 63	लिहून देणार वय 42 सही <i>SIT</i>		



बदर-५/
e1e8 73
2008

दस्त गोधवारां भाग - 2

वदर5

दस्त क्रमांक (9894/2008)

दस्त क्रमांक-9894-2008 चा गोधवारा
पिन कोड : 4373952 मोबदला 1280000 भरलेले मुद्रांक शु.क्र : 201500

पावती क्र.: 9895 दिनांक: 12/11/2008
पावतीचे वर्णन
नाम: धनश्री डीम हॉम्स वॉ लि वे सगाल, शंकरराव अे बोरकर - -

दस्त केल्याचा दिनांक : 12/11/2008 03:17 PM
दस्ता दिनांक : 27/09/2008
दस्त करणा-याची सही :

30000 : नोंदणी फी
880 : नक्कल (अ. 11(1)), पृष्ठाकनारी शुल्क (अ. 11(2)),
रुजपात (अ. 12) व छापाघेवण (अ. 13) एकत्रित फी

प्रकार : 25) करारनामा
क्र. 1 ची वेळ : (सादरीकरण) 12/11/2008 03:17 PM
क्र. 2 ची वेळ : (फी) 12/11/2008 03:23 PM (कार्यवाही पूर्ण)
क्र. 3 ची वेळ : (कमुली) 18/12/2008 04:44 PM
क्र. 4 ची वेळ : (ओळख) 18/12/2008 04:44 PM

30880: एकूण

दस्त केल्याचा दिनांक : 18/12/2008 04:45 PM

दु. निबंधकाची सही, बोरीधली 2 (कादिवली)

इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना छक्तीस: ओळखतात, ती ओळख पटवितात.

निबंधक गावडे - - घर/फ्लॅट नं: 215, शंकर टेलर घाळ, दहिसर

दस्ता : -
दस्ताचे नाव : -
दस्ता नं: -
दस्ताहत : -
दस्ता/गावडे : -
दस्ताका : -



Handwritten signature



निबंधक गावडे - - घर/फ्लॅट नं: परीताप्रमाणे

दस्ता : -
दस्ताचे नाव : -
दस्ता नं: -
दस्ताहत : -
दस्ता/गावडे : -
दस्ताका : -



Handwritten signature



निबंधकाची सही
बोरीधली 2 (कादिवली)



प्रमाणित करण्यात आलेली या दस्ताचा अर्थ ... पाने आहेत.

सह दुय्यम निबंधक, बोरीधली क्र २,
पुंढर्ष उपनगर जिल्हा.
दिनांक: 90/92/00

वदर-५/
२००८

~~PLA 19/17~~
12 (11) 08
11-43

AB-9 10008100

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./Mrs./Ms./M/s _____

Address : _____

.....PURCHASER/S

AGREEMENT FOR SALE OF

Flat / Open/Still CarParking Space No. _____
on _____ Floor in

"KRISHNA GARDEN"

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

Advocate :

SHRI GANESH K. KAMATH
Tel. : 2437 8702