



08/06/2016 9:46:02 AM

दस्त गोपवारा भाग-2

वरल-2

दस्त क्रमांक:5688/2016

1010

दस्त क्रमांक: वरल-2/5688/2016

दस्ताचा प्रकार :- करारनामा

अनु क्र. 1 पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार
 नाव: जगदीश प्रसाद मोदाणी लिहून घेणार
 पत्ता: प्लॉट नं. बी-302, माळा नं. .. इमारतीचे नाव: वय :-51
 संस्कृती अपार्टमेंट, ब्लॉक नं. बोरीवली पश्चिम, रोड नं: स्वाक्षरी:-
 चीकूवाडी न्यू लिंक रोड, महाराष्ट्र, मुंबई. Jyesh Modani
 पॅन नंबर: AIAPM2047F

2 नाव: सीमा जे मोदाणी लिहून घेणार
 पत्ता: प्लॉट नं. बी-302, माळा नं. .. इमारतीचे नाव: वय :-43
 संस्कृती अपार्टमेंट, ब्लॉक नं. बोरीवली पश्चिम, रोड नं: स्वाक्षरी:-
 चीकूवाडी न्यू लिंक रोड, महाराष्ट्र, मुंबई. Seema Modani
 पॅन नंबर: AIAPM2045H

3 नाव: कमला एंटर्प्रायसेस चे भागीदार कांतीलाल जी लिहून घेणार
 गोवानी तर्फे मुखत्यार वावू आर शाह वय :-67
 पत्ता: प्लॉट नं. माळा नं. .. इमारतीचे नाव: कमला स्वाक्षरी:-
 हाऊस कमला सिटी, ब्लॉक नं. लोअर परेळ, रोड नं:
 सेनापति वापट मार्ग, महाराष्ट्र, मुंबई. Babulal
 पॅन नंबर: AAIIFK1765G

वरील दस्तऐवज करून देणार तयारकीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
 शिफा क्र.3 ची वेळ: 08 / 06 / 2016 09 : 44 : 25 AM

वरल - 21
 C 6E 0L
 2016

अंळख:- व्हालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: लक्ष्मीनिवास . मोदाणी वय: 54 पत्ता: 170/1/1 ग्रीन रिज टावर चीकूवाडी न्यू लिंक रोड बोरीवली स्वाक्षरी पश्चिम मुंबई पिन कोड: 400092		
2	नाव: एस एम मिश्रा वय: 48 पत्ता: 104 चंद्रेश ब्रीज गाला नगर नालासोपारा पूर्व स्वाक्षरी पिन कोड: 401209		



शिकका क्र. 4 ची वेळ: 08 / 06 / 2016 09 : 45 : 07 AM
 शिफा क्र. 5 ची वेळ: 08 / 06 / 2016 09 : 45 : 31 AM नोंदणी पुस्तक 1 मध्ये
 मह दुर्ग, का-बोरीवली-2

EPayment Details.

Defacement Number
0001009775201617

Sr. 1 Epayment Number
MH001440630201617M

5688 /2016

Know Your Rights as Registrants
 4 pages on a side) printout after scanning.

1. Verify Scanned Document for correctness through thumbnail
 2. Get print immediately after registration.

iSarita v1.5.0

WHEREAS:-

1. I am Partner in M/s. Kamala Enterprises, a Partnership firm and the Partnership firm is entitled to develop the property bearing C.T.S. No. 374B/3 Village Eksar, Borivali (W), admeasuring 7,200 Sq. Mtrs more particularly described in the Schedule hereunder written and hereinafter referred to as the 'said property' and sale the Flats/Shops/Units in the building/s (the said buildings) constructed on the said property.

2. In course of my discharge of duties/authorities as partner of Kamala Enterprises, the partnership firm, I have to execute Agreement for Sale of Flats/Shops/Units in respect of the building/s developed by the partnership firm which require registration under the provisions of the Indian Registration Act, 1961.

3. Being personally unable to attend before the Sub-Registrar and admission execution of such documents, I am desirous of appointing Mr. Babu Ravji Shah as my true and lawful attorney of admission execution by me of such documents of Flats/ Shops/ Units only constructed on the said property, which has been executed by me as a partner of M/s. Kamala Enterprises.



1/	2023 - 21	Flat/Shop	which has been executed by me only in the capacity of the Partner of M/s. Kamala Enterprises.
2023	2023	2023	2023
2023	2023	2023	2023

I KNOW YE ALL AND THESE PRESENTS WITNESSETH that I, Kantilal Gopmandiram Gowani, do hereby nominate and appoint Mr. Babu Ravji Shah to be my true and lawful Attorney (herein referred to as "the Attorney") for me and in my name and on my behalf to appear before the Sub-Registrar of Assurances at Mumbai, Bandra and / or Borivali and to lodge for registration documents in respect of sale of flat/shop only on the said property as shall have been executed by me in any of my aforesaid capacity and to admission execution of such document only on my behalf the said Agreement for Sale of Flat/Shop which has been executed by me only in the capacity of the Partner of M/s. Kamala Enterprises.

THE SCHEDULE ABOVE REFERRED TO:-

ALL that piece or parcel of land or ground situate at Village Eksar, Taluka Borivali in Mumbai Suburban District and in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Part of C.T.S. No. 374 B/3 admeasuring 7,200.00 sq. mts. (Seven thousand two hundred Square Metres Only) shaded in colour Pink wash on the plan hereto annexed and bounded as follows:-

Identified by
Mr. Kantilal
Gowani



Mr. Babu Ravji Shah

OR TOWARDS
OR TOWARDS
OR TOWARDS
OR TOWARDS
OR TOWARDS

IN WITNESS
Whereunto set an

Signed and L
With names
GHAMANI
In the presen

- On or towards the North: By 13.40 mt. vide D.P. Road bearing C.T.S.No.374B/1.
- On or towards the South: By remaining portion of C.T.S.No.374B/3
- On or towards the East: By remaining portion of C.T.S.No.374B/3
- On or towards the West: By remaining plot bearing C.T.S. No. 374B/3.

IN WITNESS WHEREOF I, KANTILAL GHAMANDIRAM GOWANI have hereunto set and subscribed my signature on this 27th day of October, 2012.

Signed and Delivered by the)
 Withinnamed KANTILAL)
 GHAMANDIRAM GOWANI)
 In the presence of ...)
 Before me.

Kantilal G. Gowani



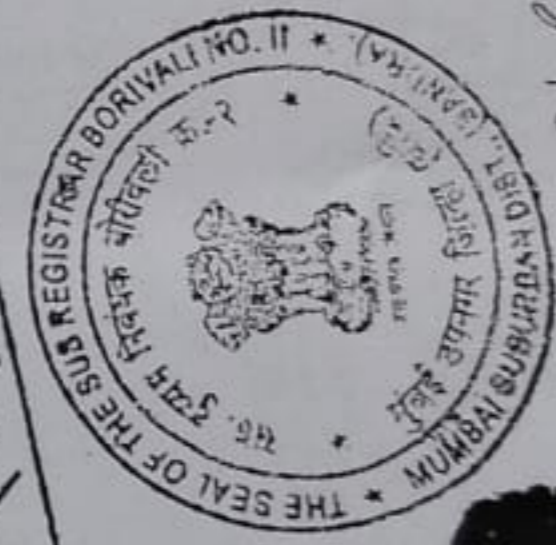
Identified by me :



Mr. Kantilal G. Gowani

बबई - ४
03/10/2012
2012

Thumb impression of Mr. Kantilal G. Gowani



Mr. Babu R. Shah

Babu R. Shah

Thumb impression of Mr. Babu R. Shah
 (As Power of Attorney holder of Mr. Kantilal G. Gowani)

बबई - २/	
येल ०९	५६
२०१६	

REFERRED TO:

Village Ekkar, Taluk ...
 at Village ...
 District ...
 Registration ...
 Part of ...
 Square ...



08/06/2016 9 46:02 AM

दस्ता क्रमांक : बरल-2/5688/2016

दस्ताचा प्रकार :- करारनामा

दस्त गोपवारा भाग-2

बरल-2

दस्त क्रमांक: 5688/2016

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: जगदीश प्रसाद मोदाणी पत्ता: प्लॉट नं. बी-302, माळा नं. .. इमारतीचे नाव: ... संस्कृती अपार्टमेंट, ब्लॉक नं. बोरीवली पश्चिम, रोड नं. ... चीकूवाडी न्यू लिंक रोड, महाराष्ट्र, मुंबई. Jigdsh Modani पिन नंबर: AIAPM2047F</p>	<p>लिहून घेणार वय :- 51 स्वाक्षरी:-</p>		
2	<p>नाव: सीमा जे मोदाणी पत्ता: प्लॉट नं. बी-302, माळा नं. .. इमारतीचे नाव: ... संस्कृती अपार्टमेंट, ब्लॉक नं. बोरीवली पश्चिम, रोड नं. ... चीकूवाडी न्यू लिंक रोड, महाराष्ट्र, मुंबई. Seema Modani पिन नंबर: AIAPM2045H</p>	<p>लिहून घेणार वय :- 43 स्वाक्षरी:-</p>		
3	<p>नाव: कमला एंटरप्रायसेस चे भागीदार कांतीलाल जी गोवानी तर्फे मुखत्यार वावू आर शाह पत्ता: प्लॉट नं. .. माळा नं. .. इमारतीचे नाव: कमला हाऊस कमला सिटी, ब्लॉक नं. लोअर परेळ, रोड नं. ... सेनापति बापट मार्ग, महाराष्ट्र, मुंबई. Babu BSLK पिन नंबर: AAJFK1765G</p>	<p>लिहून देणार वय :- 67 स्वाक्षरी:-</p>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्रा क्र.3 ची वेळ: 08 / 06 / 2016 09 : 44 : 25 AM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: लक्ष्मीनिवास . मोदाणी वय: 54 पत्ता: 1701/1 ग्रीन रिज टावर चीकूवाडी न्यू लिंक रोड बोरीवली स्वाक्षरी पश्चिम मुंबई पिन कोड: 400092 L.M. Modani</p>		
2	<p>नाव: एस एम मिश्रा वय: 48 पत्ता: 104 चंद्रेश त्रीज गाला नगर नालासोपारा पूर्व स्वाक्षरी पिन कोड: 401209</p>		

शिक्रा क्र.4 ची वेळ: 03 / 06 / 2016 09 : 45 : 07 AM

शिक्रा क्र.5 ची वेळ: 08 / 06 / 2016 09 : 45 : 31 AM नोंदणी पुस्तक 1 मध्ये

मह. दु. नं. का. बोरीवली 2



Epayment Details.

Defacement Number
0001009775201617

क्र. 1
Epayment Number
MH001440630201617M

5688 /2016

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

iSarita v1.5.0

बरल - 2/
२०१६

12.2004 for
Sector 45 & 69
Development
Corporation
NO. 1 on Section
1-B

on the following

setback line/road
to be occupied or
mission has been

main valid for one
not vest in you.
h extended period
ch lapse shall not
section 44 of the

isioner for Greater
anted under this
cordance with the

of the restrictions
contravened or not

that the name is
and the application
an event shall be
on of section 43 or

ic applicant by on
and every person

pal
ng Authority under

cal Authority
anagerpalika

as
obal (West Sub)

GREATER MUMBAI

am

5) This C.C. is now surrendered for its use upto stilt level only as per approved plan dt. 09.11.06

6 JAN 2007

E. P. K.

This C.C. is now surrendered for the work upto stilt level of wing A, B, C, D, E and upto basement top of wing F as per approved plan dt. 07/09/2007

23 OCT 2009
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-WARD

10) This C.C. is now valid & further extended for entire work of wing A, B, C, D, E upto basement + stilt + podium + 21 upper floors, upto stilt slab level of wing C to E and upto basement top of wing F as per approved plan dt. 7/9/07

27 JAN 2010
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-WARD

11) This C.C. is now valid & further extended for entire work of wing A, B, D, & E i.e. upto basement + stilt + podium + 21 upper floors level, upto stilt slab level of wing C and upto basement top of wing F as per approved amended plan dt. 13-10-2010.



27 MAR 2012
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-WARD

12) This C.C. is now re-extended for entire work of wing A, B, D and E i.e. up to 2 level basement + stilt / ground + podium + 21 upper floors, level up to stilt slab level of wing C and upto basement top of wing F as per approved amended plan dated 01/09/2012

5 OCT 2013
EXECUTIVE ENGINEER,
BUILDING PROPOSAL (W.S.) B-WARD

बकल - 21	06
यु.यु.यु.यु.	यु.यु.यु.
208E	

Tyagdish Modam, Geena Modam

COMMENCEMENT CERTIFICATE

To M/S. KANTI BUILDERS PVT. LTD.

Sir, With reference to your application No. 1045 dated. 10.12.2004 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 1888 to erect a building to the development work of Proposed bldg. No.1 on Sector I-B

C.F.S. No. 374-B/3
 at premises at Street _____ Plot No. _____ R/Central
 Village Eksar Ward _____ is granted on the following
 situated at Borivali (West) Permit is granted on the following

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 by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S.P. Repal
 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 Stillt Slab Level

For and on behalf of Local Authority
 Brihanmumbai Mahanagar Palika



DATE - 21	
RECEIVED	2005

Asst. Engineer, Building Proposal (West Sub)
 W/A R' Wards

FOR
 MUNICIPAL COMMISSIONER FOR GREATER MUMBAI

Jagdish Modani Senia Modani

Form 346
Date 08

(W.B.) K & P WARD
S. MARYSET BLDG
600 097.
In reply please quote
and date of this letter.

THIS T.O.D./C.C. IS ISSUED SUBJECT
TO THE PROVISIONS OF URBAN LAND
CEILING AND REGULATIONS ACT 1974

Intimation of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended up to date.

11 JAN 2005

No. E.B./CBE/6004/(BP) 2004

of 200 - 200

MEMORANDUM

M/s. Kantibuilders Pvt. Ltd.
Owner.

Municipal Office,
Mumbai200

With reference to your Notice, letter No. 337 (1575) dated 10/12 2004 and delivered on
10/12 2004 and the plans, Sections Specifications and Description and further particulars and
details of your buildings at Proposed bldg. No. 1 on Sector I-B on plot no. 209 and delivered on
to me under your letter dated 05/12/04 VILL. EK SAR BORDYAR (WEST) furnished
or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of
the Bombay Municipal Corporation Act as amended upto date, my disapproval by thereof reasons:-

A = CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE
WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44\69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.33(27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the Structural Engineer will not be appointed, supervised and memo as per Appendix XI (Regulation. 5(3)(ix)) will not be submitted by him.
5. That the Structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.



Tajchsh Modani Seema Modani

440 - 21	
49002	66

11 JAN 2005

quality of work and settled in prescribed

laid internally with

of wet waste as per nizations/individuals washed by Solid Waste be provided to the

B.C.C.

M.C. Act will not be adequacy of water

EXECUTIVE ENGINEER, BUILDING PROPOSAL (M.C.)

Seema Modani

This I.O.D./C.C. is issued Subject to the provisions of Urban Land (Ceiling and Regulation) Act 1974

Office of the P & S Bldg Prop (W.S) P & S. Wase Dr Babasaheb Ambedkar Market Bldg Candivalli (West) Bombay-400 087

BRIHMAN MUMBAI MAHANAGARPALIKA

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966 NO. 604 /BP (WS)/AR - 9 MAY 1994

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45, of the Maharashtra Regional and Town Planning Act (Maharashtra Act No, XXXVII of 1961) to M/s. Kanti Builders Pvt.Ltd.

APPLICANT, to the development work

of prop. Bldg. 'B' on Sector 'B', at premises at Street No. Survey No. 41 (PT).

Plot No. 374A, 374B/1 & 374B/2, of Village Eksar, situated at 17th Road, Borivali (West).

on the following conditions viz.:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay 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 Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant 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, the Municipal Commissioner has appointed Shri B.G. AGASHE, Executive Engineer to exercise his powers and functions of the Planning Authority under sec. 45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

3. 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 & Town Planning Act, 1966.

4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators successors and every person deriving title through or under him.

5. This C.C. is valid upto top of Stilt (i.e. 1st Slab Level) of Wing B1 to B-17.

For and on behalf of Local Authority The Municipal Corporation of Greater Bombay

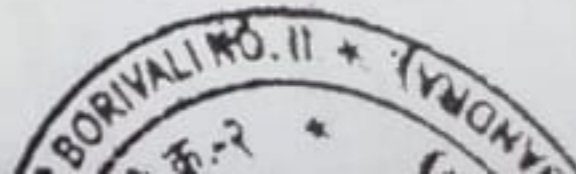
Executive Engineer Building Proposal (WS) P & R FOR MUNICIPAL COMMISSIONER FOR GREATER BOMBAY



Table with handwritten entries: 17, 2048, 21, 4666, 2088

ESP/27/4.

Jyeshth modani Seema Modani





BMPP-4573-92-15,000
 Ex. Eng. Bldg. Prop. (W.S.) P & R. Waiver
 Dr. Babasaheb Ambedkar Market Bldg.
 Kandivla (West) - 400,007.

ANNEXURE - E
 in the provisions of Urban Land
 (Acquisition and Regulation) Act 1976

Form 346
 88

Intimation of Disapproval under Section 346 of the Bombay
 Municipal Corporation Act, as amended up to date.

MEMORANDUM
 No. L B./CE/ BS/A
 No. CE/6004/BP(WS)/AR of 199 -199

Municipal Office,
 Bombay, 13 OCT 1993

M/s. Kanti Builders Pvt. Ltd.

With reference to your Notice, letter No. 237 dated 24-5-93 and delivered on 25-5-93

and the plans, Sections, Specifications and Description and further particulars of your building 'B' on Sector IB, S.No.41 (pt), C.T.S.No. 374A, 374B & 374B/2 of Village Bhandar at 17th Bldg, Borivli (West) furnished to me under your letter, dated 10-9-93. I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval by the following reasons :-

- A - That the C.C. u/s.69(1)(a) of the M.R. & T.P. Act shall not be obtained before starting the work.
- B - That the Licenced Structural Engineer will not be appointed and the structural design and calculation alongwith one copy of R.C.C. plans shall not be submitted before requesting for C.C.
- C - That the licenced site supervisor shall not be appointed and the appointment together with consent shall not be submitted before requesting for C.C.
- D - That the N.O.C. from A.A. & C. (R/N) shall not be submitted before requesting for occupation/B.C.O.
- E - That the house drain arrangement for the proposed work shall not be submitted through a Lic. Plumber and the same shall not be submitted and the same shall not be got approved before requesting for C.C.
- F - That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
- G - That the copy of application made for Non-Agricultural user permission shall not be submitted before requesting for C.C.
- H - That the regular line/D.P. Road shall not be got demarcated through A.E. Survey (P & R)/E.E.D.P./E.E.T. & C. before requesting for C.C.
- I - That the plot boundaries abutting the D.P. Reservations shall not be got demarcated through E.E.D.P. (T.P.)/A.E. Survey (P & R) before requesting for C.C.
- J - That the D.P. Road portion shall not handed over free of cost & free of encumbrance/encroachment to A.E. (Acq) W.S. as per Undertaking submitted before requesting for C.C.
- K - That the amount of Rs. 5000/- towards charges for preparing conveyance of handing over land in D.P. Road shall not be got approved before requesting for C.C.
- L - That amended layout/sub-division/amalgamation shall not be got approved before requesting for C.C.
- M - That the adequate sanitary arrangement for workers shall not be made before requesting for C.C.
- N - That an undertaking on Rs. 20/- stamp paper to the effect that the availability of water supply will not be submitted before date of availability of water supply intimating by the H.E.'s department in its N.O.C. shall not be submitted before requesting for C.C.
- O - That a Regd. undertaking on Rs. 20/- stamp paper alongwith the true copy thereof to the effect that the plot/tenement/shop will not be sub-divided in future, shall not be submitted before requesting for C.C.
- P - That a regd. undertaking on Rs. 20/- stamp paper alongwith the true copy thereof to be effect that no concession in open space will be demanded for future development, shall not be submitted before requesting for C.C.



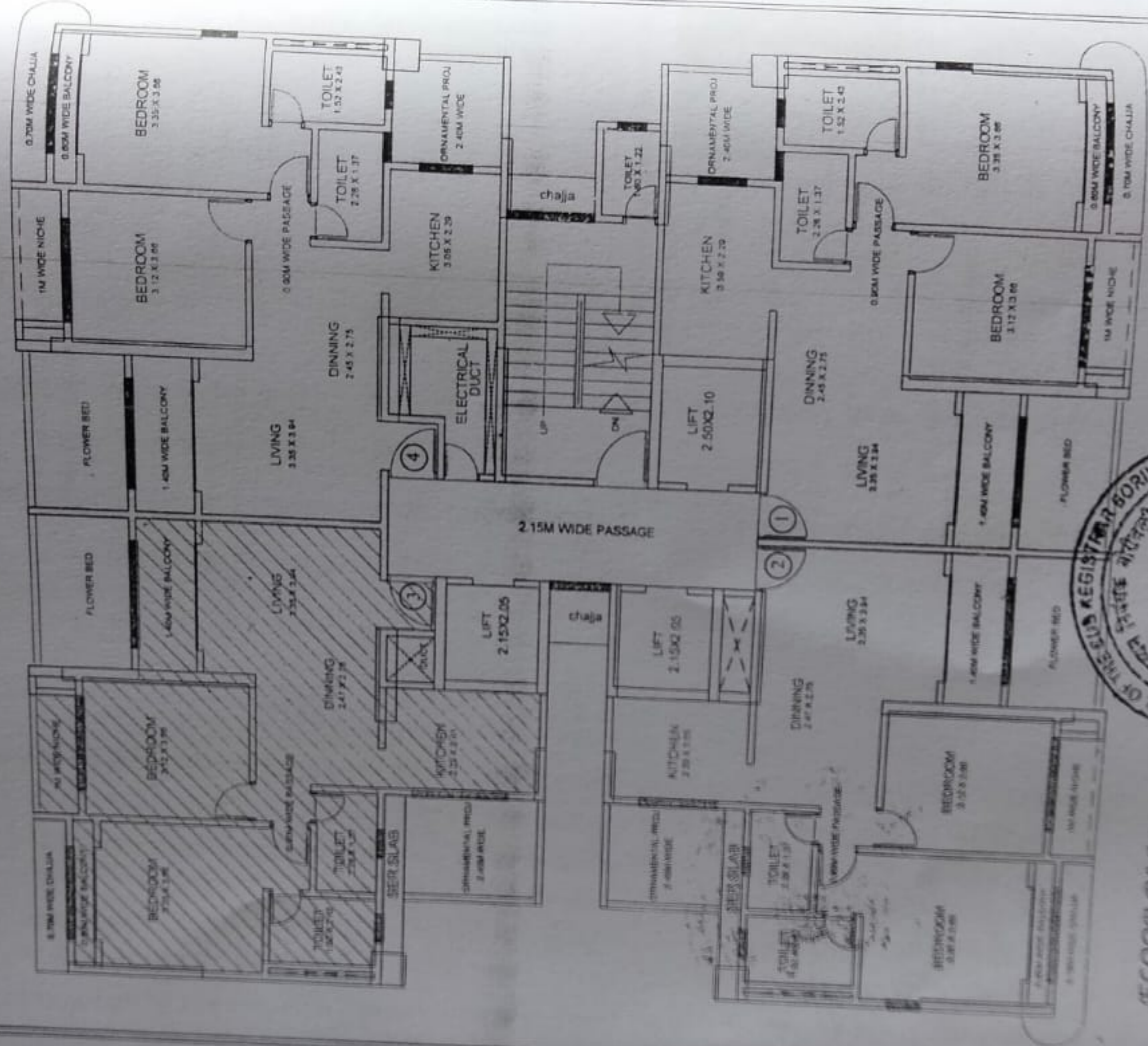
बले - २/	
येल्ले	७०८
२०१६	

Tajulsh Modani
 Geema Modani

DESCRIPTION OF PROPERTY

BLOCK PLAN OF SECTOR 1B BEARING CTS NO. 374B/3 OF VILLAGE EKSAAR, BORIVALI (W)

Proposed Plan of Flat no. 1803 on 18th Floor
in wing B of Bldg no. 1 Agreed to be Acquired by the purchaser

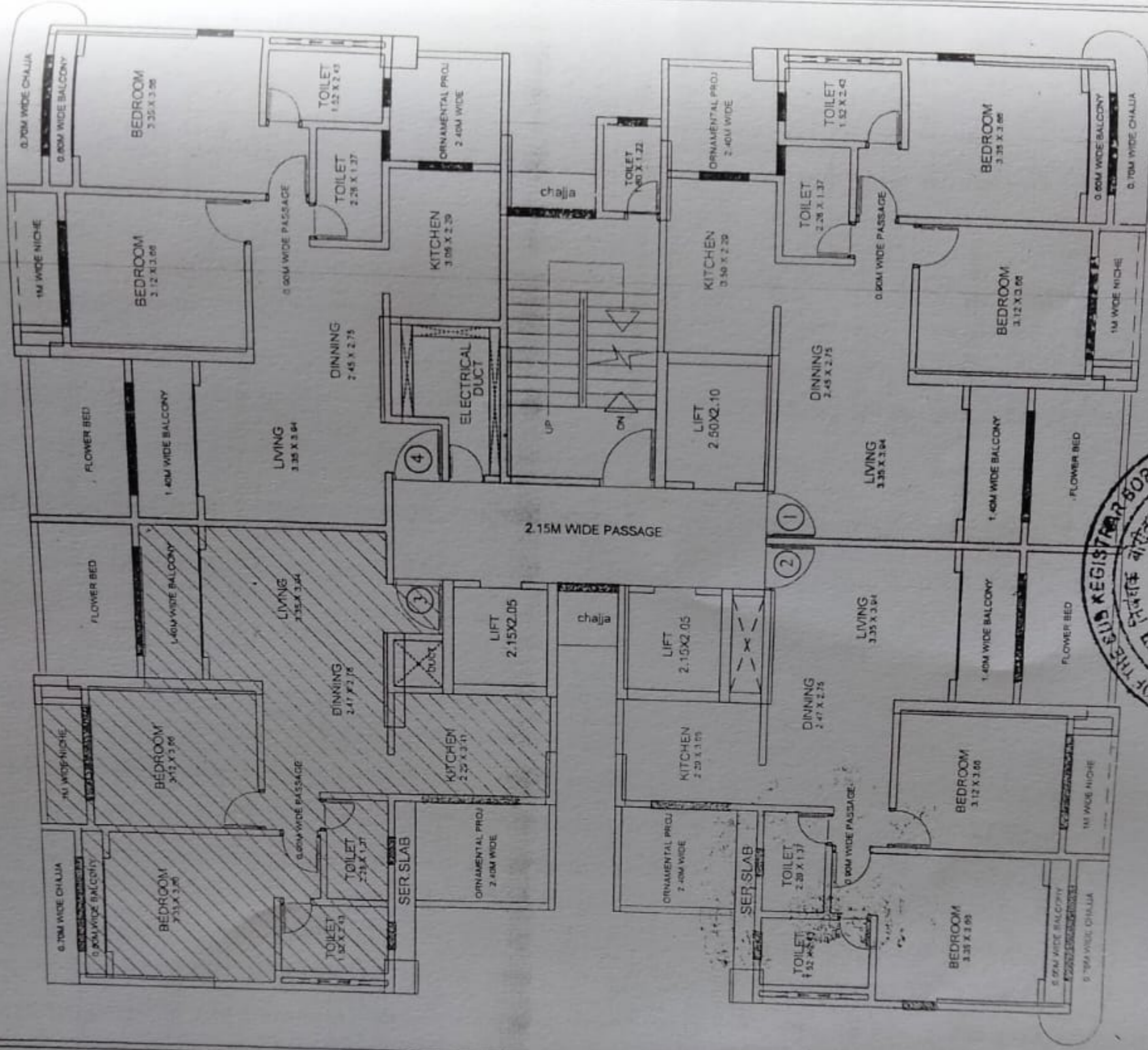


1803 - 21
1803
2025

by Seema Modani

1803

Proposed Plan of Flat no. 1803 on 1804 Floor
 in wing B of Bldg no. 1 Agreed to be Acquired by the purchaser

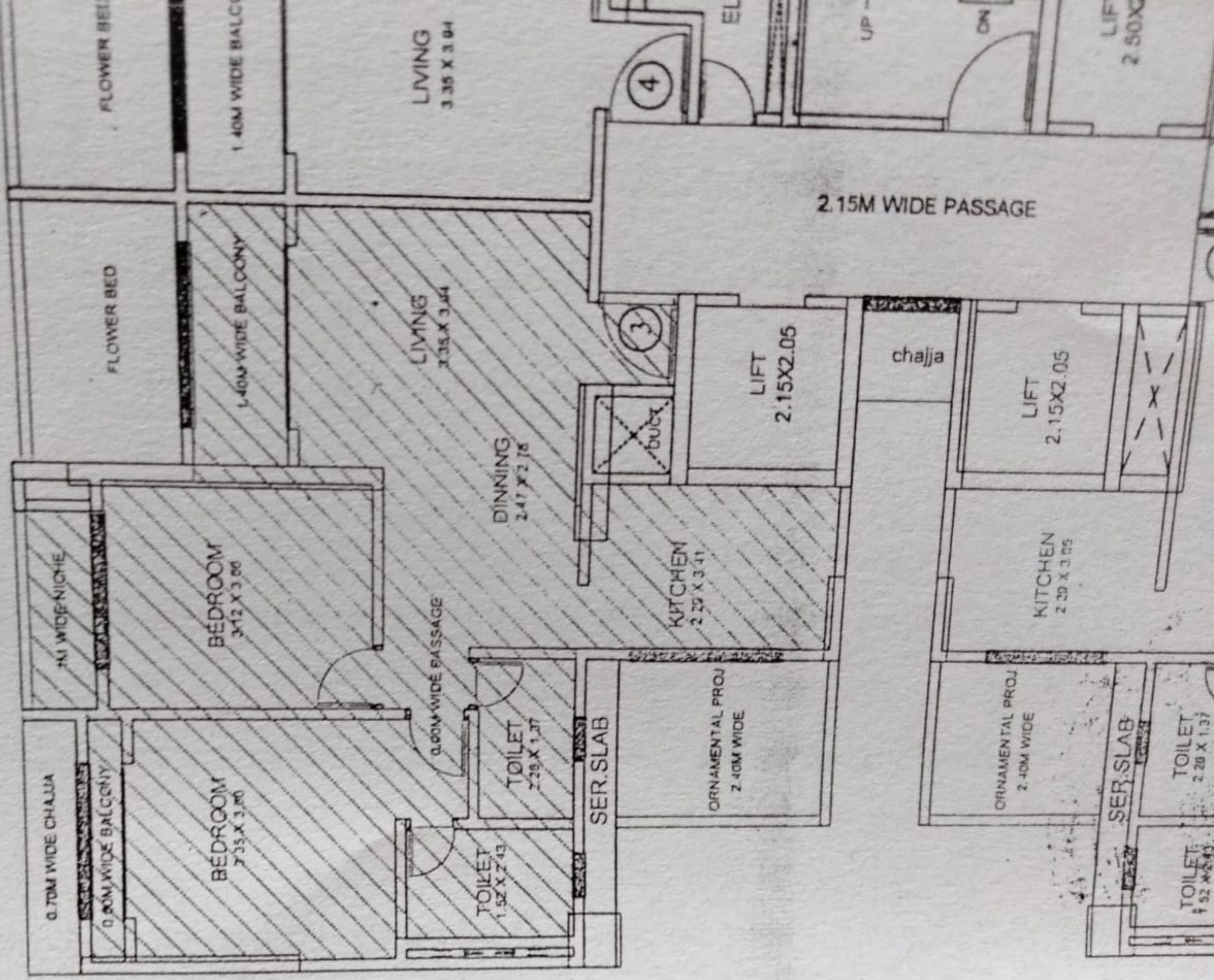


FLOOR PLAN

बरत - २/	१०८
२८	२०१६

Tajesh Modam Seema Modani

*Proposed Plan of Flat no. 1803 on 1803
in wing B of Bldg no. 1 Agreed to be Acquired*



Summary-2(दस्त गोधवारा भाग - २)

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

Valuation ID	2016060867
मूल्यांकनाचे वर्ष	2016
जिल्हा	मुंबई(उपनगर)
मूल्य विभाग	87-एकसर (बोरीवली)
उप मूल्य विभाग	87/401 भुभाग: लीक रोडच्या पश्चिमेकडील व लोकमान्य टिळक रस्त्या
सर्व्हे नंबर /न. भू. क्रमांक :	इतर #
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	
खली जमीन	निवासी सदनिका
49900	106800
बांधीव क्षेत्राची माहिती	
मिळकतीचे क्षेत्र-	82.38चौरस मीटर
बांधकामाचे वर्गीकरण-	1-आर सी
उदववाहन सुविधा-	आहे
प्रकल्पाचे क्षेत्र-	2 to 10 hector

= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्य

निवासी सदनिका करिता प्रती चौ. मीटर दर = Rs.1

= 110% apply to rate= Rs.123354/-

मजला निहाय घट/वाढ

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर

= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसान्य

= (((123354-49900) * (100 / 100)) + 49900

= Rs.123354/-

= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

= 123354 * 82.38

= Rs.10161902.52/-

13.75चौरस मीटर

= 13.75 * (0 * 25/100)

= Rs.367125/-

बरल - २/	७६
५६६६	२५
२०१६	

A) मुख्य मिळकतीचे

E) बंदिस्त वाहन तळाचे

बंदिस्त वाहन तळाचे मूल्य

= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य

बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती :

= A + B + C + D + E + F + G + H

= 10161902.52 + 0 + 0 + 0 + 367125 + 0 + 0 + 0

= Rs.10529027.52/-

एकत्रित अंतिम मूल्य



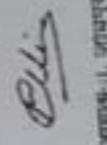
आयकर विभाग
INCOME TAX DEPARTMENT
KAMALA ENTERPRISES

भारत सरकार
GOVT. OF INDIA


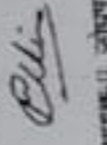
01/09/2006

Permanent Account Number
AAIFK1765G

27102006

	PERMANENT ACCOUNT NUMBER AIAPM2047F NAME JAGDISH PRASAD MODANI FATHER'S NAME NAND KISHORE MODANI DATE OF BIRTH 31-01-1965 SIGNATURE  COMMISSIONER OF INCOME TAX-II, JOODHPUR
--	---

Jagdish Modani

	PERMANENT ACCOUNT NUMBER AIAPM2045H NAME SEEMA MODANI FATHER'S NAME MADAN LAL JAJU DATE OF BIRTH 09-09-1973 SIGNATURE  COMMISSIONER OF INCOME TAX-II, JOODHPUR
---	---

Seema Modani



बरल - २/	
युल	१०८
२०१६	

Developers shall be at liberty to dispose of and sell the said premises to whom and at such price as the Developers may in their absolute discretion think fit.

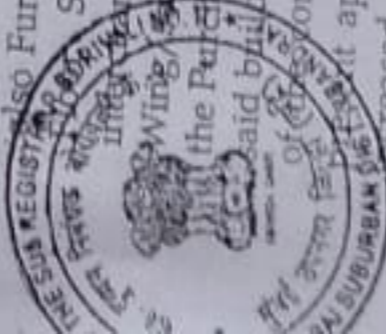
6. Without prejudice to the above and the Developers other rights under this Agreement and/or in law the Developer may at their own option accept from the Purchaser the payment of the defaulted installment with interest at the rate of 9% p.a. for the period for which the payment has been delayed.

7. The Developers permits exclusive use of One Parking Space in the basement of the said property. The Parking space is for the purpose of parking purchasers light vehicle only. The Fixtures, Fittings and amenities to be provided by the Developers in the said Wing and the said premises are set out in Fifth Schedule hereunder written.

8. It is expressly agreed between the Developers and the Purchaser/s that the plans are subject to such modifications, alterations and/or substitutions that may be insisted or permissible or permitted in future by the Competent Authority appointed by the State Government Union of India and Municipal Corporation of Greater Mumbai and/or any other Public Authority as the case may be.

9. 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.

10. While developing the said larger property including the said property the Developers/Owners and or their nominees have utilised/shall utilise Floor Space Index (F.S.I.) of any other land or property by way of T.D.R. Index and/or any other FSI permissible on the said larger property and the said property and also Fungible FSI, FSI in lieu of Public Parking/ Rental Housing and any other Space Index and for that purpose submit Revised plans for the said Wing/ Sub Building without any further reference or recourse or consent from the Purchaser and the organization of prospective purchasers of premises in the said Building and the said Wing. If any time prior to or even after the execution of the said Building/ Lease, as hereinafter appearing the Floor Space Index at the said Building/ Lease, such increase shall ensure for the benefit of the Owners/Developers and their nominees alone, without any benefit to the Purchaser/s.



1411. a) /
ECC C
For any reason the Developers are unable or fail to give possession of the said premises to the Purchaser/s within the date specified in Clause II (a) 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 paid in part-payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. Such payment shall be accepted

possession of the said premises shall be delivered on receipt of the full payment as recited in Clause No. 4 and other payments incidental therein.

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. All the 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, that 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 said Wing 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 Wing, the total amount attributable to the said premises that may be received by the Developers pursuant to such legislation and same as aforesaid, neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise he so ever.

13. The Developers will endeavor to form separate Co-Operative Society at the Wings A, B, D, E, F respectively and the land under the respective Wings A, B, D, E, F shall be leased to the respective Society for the nominal sum of Rs 1/- per annum which land is more particularly described in the said Schedule hereunder written and hereinafter referred to as 'the said land' alongwith the conveyance of the individual Wings in favour of respective Societies as aforesaid alter the completion of all the Wings A, B, D, E and F of the said property. Only after the completion of entire development of the said larger property with the Floor Space Index (F.S.I.) permissible/available under the Transfer of Development Rights (T.D.R.) Fungible Floor Space Index in lieu of construction of Public Parking Buildings/ Rental Housing as per the provisions of this date or as may be available in future to be handed over to the Municipal Corporation of Greater Mumbai (G.M.C.) / Government of Maharashtra and further by virtue of any amendment in law applicable in Maharashtra and further by virtue of any amendment of Maharashtra or Union of India or notification or order passed by Government of Maharashtra or Union of India or G.B.M.C. or any other Public or Private body or authority as the case may be or all respect then the common amenities will be transferred to the Apex Society formed of all the Buildings/Wings constructed on the said larger property. The Purchaser is aware that the Public Buildings/ Rental Housing Building and all any such other building in lieu of Floor Space Index proposed to be constructed are to be handed over to Public Authorities and the Developers Owners and their nominees will be executing Documents/ Transfer Deeds in favour of the Public Authorities as may be insisted upon by the Public Authorities. The Transfer Deed/ document of the said larger property will be executed by the Lessor/owner with the confirmation of the Developers herein and other Developers only after the entire development of said larger property is completed and Apex Society is being formed and registered by the Societies of sub plot No.1, 2 & 3 within 24 months from the date of completion of such last Society on the said larger properties.

14. The Developers herein are developing 5 wings A, B, C, D, E, F forming part of Building No.1 on Sub Plot 1 and Wing 'C' forming part of Building No.1 on Sub Plot 2, 3. The Garten School Building is being developed by other Developer in the Corporation. Total approved F.S.I. for construction of the different Wings A, C, D, E, F) of the said Building No. 1 is 31776.88 sq meters in built up area with permissible T.D.R. For consumption of aforesaid built up area of 31776.88 sq meters.

gchsh Modari Seema Modari

Jyeshth Modari Seema Modari

1411. a) /
ECC C
For any reason the Developers are unable or fail to give possession of the said premises to the Purchaser/s within the date specified in Clause II (a) 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 paid in part-payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. Such payment shall be accepted



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुल्यांकन आ-वाल सन 2016

1. दस्ताचा प्रकार : करार जागा अनुच्छेद क्रमांक 25(b)
2. सादरकर्त्याचे नाव : अंधरी / अंधरी वारीवली / कुली
जगदीश प्रसाद झोदानी व सोमाजी झोदानी

3. तालुका : मुंबई
4. गावाचे नाव : रवसा
5. नगरमुनापन क्रमांक/सर्व्हे क्र./अंतिम मुखंड क्रमांक : 87/401 उपविभाग 374B/3

6. मूल्य दरविभाग (झोन) : खुली जमीन कार्यालय दुकान आंदयोगिक
7. मिळकतीचा प्रकार : निष्कसी 10,68,000/- 82.38 मसक / विल्ट अप जो गीटर / फ्ल्ट
प्रति चौ.मी.दर : 13.75 गच्ची 19 आहे / नाही

8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ : 18 वां उदवाहन सुविधा आहे / नाही
9. कारपार्किंग : 13.75 गच्ची 19 ज्याच्या दिलेली घट / घाट
10. गजला क्रमांक : 18 वां उदवाहन सुविधा आहे / नाही

11. सापेक्षता वर्ष : परसारी
12. साधकामाचा प्रकार : आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. गजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. 19 ज्याच्या दिलेली घट / घाट

14. लिखित अंश-उ लायतत्सचा दस्त : 1. प्रतिमाह भाडे रक्कम :
निवासी / अनिवासी 2. अनामत रक्कम / आगावू भाडे :
3. कालावधी :

15. निर्धारित केलेले गजारमूल्य : 1,05,86,500/-
16. दस्तामध्ये दराविलेली मोददला : 1,20,00,000/-
 $82.38 \times 106800 + 5\% + 10\% = 1,01,62,000/-$
 $13.75 \times 106800 + 5\% + 10\% = 1,24,500/-$
1,05,86,500/-

17. देय मुद्रांक शुल्क : 600000/- भरलेले मुद्रांक शुल्क : 600000/-
18. देय नोंदणी फी : 30,000/-



सहा दुय्यम

बरल - 2/
YELLES
2016

per's
ntra
ers
ons
ed
in
ll

3. The Purchaser/s is/are aware that development of proposed notionally identified plot 1 is a part of entire layout development being developed by the Owners M/s. Kanti Builders Pvt. Ltd. and /or their nominees in phases over a period of time.

4. The Developers shall sell and the purchaser/s shall purchase Flat No. 1803 on 18th Floor in Wing B (hereinafter referred to as "the said Wing") having carpet area of 68.65 Sq. Metres which is inclusive of Balcony as shown in the red Colour boundary line in the Floor plan annexed, herewith (hereinafter for brevity's sake referred to as "said premises") for the price of Rs. 1,20,00,000/- (Rupees One crore twenty lacs Only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said premises. The aforesaid percentages are tentative and liable to be increased or decreased in the event there being changes in the layout and or/building plans and the appropriation is notional and the same is not subject to change even if the percentage of undivided share of the said premises is increased or decreased. The Purchaser/s agree/s to pay to the Developers the said consideration of purchase price viz, **Rs.1,20,00,000 /- (Rupees One crore twenty lacs Only)** as under :-

i	Rs. 10,00,000/-	(Rupees Ten lacs Only) by cheque No.124798 dt.27/05/2016 drawn on Cosmos Bank, Borivali Branch, as earnest money (the payment and receipt whereof the Developers do hereby admit and acknowledge).
ii	Rs.1,10,00,000/-	(Rupees One crore ten lacs Only) immediately on execution of this Agreement.

(Time being essence of the Contract)



In addition to the above payments the Purchaser/s shall also pay Rupees Forty thousand Only (Rupees Forty thousand Only) being Development charges. The said amount of Rs.40,000/- (Rupees Forty thousand Only) shall be paid simultaneously with the payment of the amount stipulated in paragraph 4 (ii) above.

On the Purchaser/s committing default in payment on due date of any

property and the plans, designs, specifications prepared by the Architect and of such other documents as are specified under the Ownership Flat Act 1963 and the Rules made thereunder. The has/have approved himself/herself/themselves of all the terms and on which the said property is being developed and has/have themselves about the same, as also the title and Authority of the residential/commercial premises being constructed by the Developer

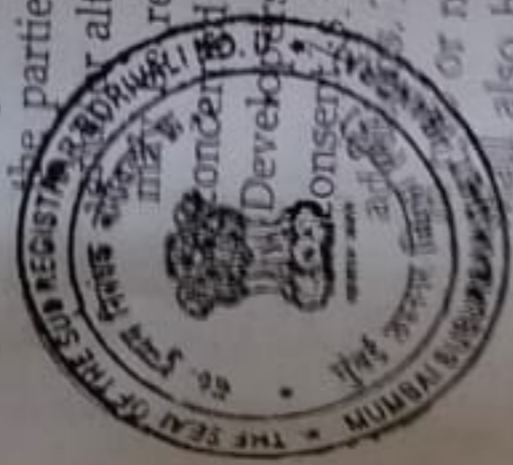
xviii. The Copies of Certificate of Title issued by KIRIT DAMANIA COMPANY, the Solicitors of the Owners, Extract of Property Register bearing C.T.S. No. 374B/3 showing the title of the Owners and copy of and C.C. issued by the concerned local authority have been annexed as Annexure 'C', 'D' and 'E' 'F' respectively.

xix. The Developers have at the request of Purchaser/s agreed to allow 1803 on the 18th floor in 'B' Wing proposed on the said Property and on the plans thereof hereto annexed in the proposed said Wing to be as "THYME" at Borivali in Greater Bombay on the terms and conditions hereinafter appearing.

xx. 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 bearing these presents and also to register the said agreement under the Registration Act.

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

1. The Developers shall under normal conditions construct the said Building and the said Building as per the plans and specifications approved by Municipal Corporation of Greater Mumbai. (G.B.M.C.) It is expressly agreed by and between the parties hereto that the Developers shall be entitled to make such changes or alterations and additions in the said Wing and the said building plans as required by the Municipal Corporation of Greater Mumbai or other Government authority, from time to time such alterations which the Developers may deem fit and proper and the purchaser/s hereby irrevocably consent to the Developers carrying out such changes and/or alterations and or more parts as deem 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.



2023 The Purchaser/s has/have prior to the execution of this Agreement for 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 KIRIT DAMANIA AND COMPANY Advocates and Solicitors, is annexed hereto and marked as Annexure 'C'. The Purchaser/s shall purchase the premises hereinafter mentioned on the basis of the said Certificate of Title.

Tagish modani *Tagish Modani*

ns prepared by the Developer's specified under the Maharashtra Act thereunder. The Purchaser of all the terms and conditions developed and has/have satisfied Authority of the Developers in develop, construct and sell by the Developers thereon.

by **KIRIT DAMANIA AND** of Property Registered Card owners and copy of the I.O.D. have been annexed hereto as

//s agreed to allot Flat No. said Property and shown in said Wing to be known e terms and conditions

r is required to execute e Purchaser/s being in under the Registration

REBY AGREED BY

5 :-

struct the said Wing roved by Municipal ed by and between ake such changes building plans as Mumbai or other ations which the reby irrevocably alterations and e said property the Developers h sub-divided ty as per rules Government

reement for opers to the hereunder the title of s shall be title issued annexed hase the

NO. 19

3. The Purchaser/s is/are aware that development of proposed notionally identified plot 1 is a part of entire layout development being developed by the Owners M/s. Kanti Builders Pvt. Ltd. and / or their nominees in phases over a period of time.

4. The Developers shall sell and the purchaser/s shall purchase Flat No. 1803 on 18th Floor in Wing B (hereinafter referred to as "the said Wing") having carpet area of 68.65 Sq. Metres which is inclusive of Balcony as shown in the Colour boundary line in the Floor plan annexed, herewith (hereinafter for brevity's sake referred to as "said premises") for the price of Rs. 1,20,00,000 /- (Rupees One crore twenty lacs Only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said premises. The aforesaid percentages are tentative and liable to be increased or decreased in the event there being changes in the layout and or/building plans and the appropriation is notional and the same is not subject to change even if the percentage of undivided share of the said premises is increased or decreased. The Purchaser/s agree/s to pay to the Developers the said consideration of purchase price viz, **Rs.1,20,00,000 /- (Rupees One crore twenty lacs Only)** as under :-

i	Rs. 10,00,000/-	(Rupees Ten lacs Only) by cheque No.124798 dt.27/05/2016 drawn on Cosmos Bank, Borivali Branch, as earnest money (the payment and receipt whereof the Developers do hereby admit and acknowledge).
ii	Rs.1,10,00,000/-	(Rupees One crore ten lacs Only) immediately on execution of this Agreement.

(Time being essence of the Contract)



In addition to the above payments the Purchaser/s shall also pay Developers the sum of **Rs.40,000/- (Rupees Forty thousand Only)** being Development charges. The said amount of **Rs.40,000/- (Rupees Forty thousand Only)** shall be paid simultaneously with the payment of the amount stipulated in paragraph 4 (ii) above.

5. 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 the Agreement.

Yellu
before contained
Developers have
of their intention to

Provided always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers give written notice in writing to the Purchaser/s fifteen days prior to the termination of 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 the earnest money which may 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

44

Tyagdish Modani Seema Modani



Wednesday, June 08, 2016
9:43 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 6664 दिनांक: 08/06/2016

गावाचे नाव: एक्सर

दस्तऐवजाचा अनुक्रमांक: बरल-2-5688-2016

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: जगदीश प्रसाद मोदाणी

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

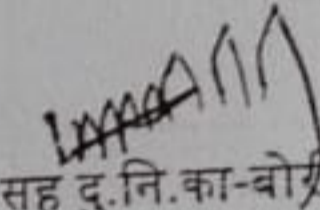
रु. 1560.00

पृष्ठांची संख्या: 78

एकूण:

रु. 31560.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
10:02 AM ह्या वेळेस मिळेल.


सह दु.नि.का-बोरीवली 2

बाजार मुल्य: रु. 10586500/-

मोबदला रु. 12000000/-

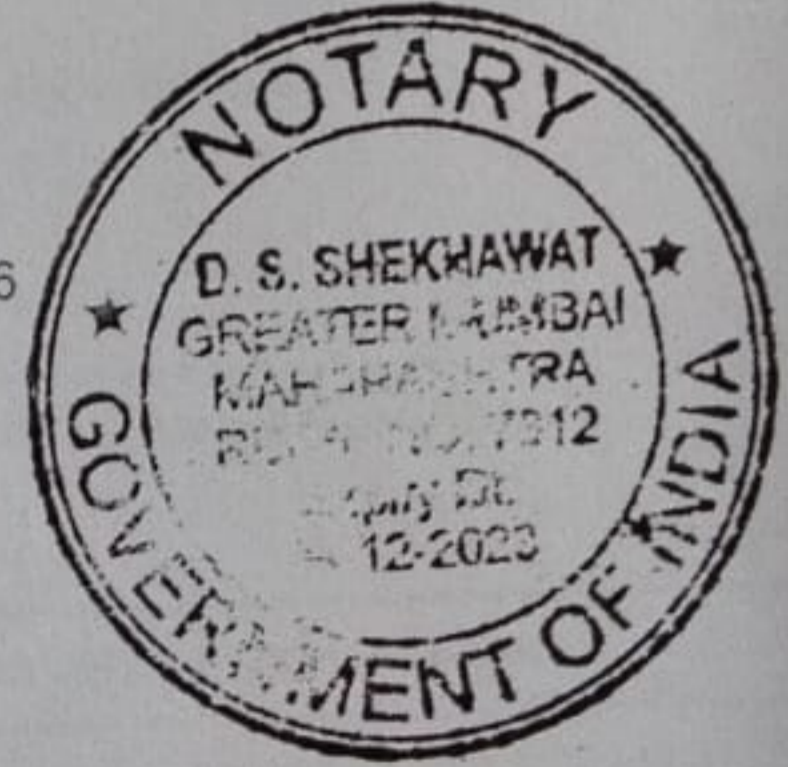
भरलेले मुद्रांक शुल्क : रु. 600000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001440630201617M दिनांक: 31/05/2016

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1560/-



REGISTERED DOCUMENT
DELEVERIED ON 4/6/16

CHALLAN
MTR Form Number-6

MH001440630201617M	BARCODE				Date	31/05/2016-16:09:00	Form ID	25.2
Inspector General Of Registration		Payer Details						
Payment	Stamp Duty	TAX ID (If Any)	AIAPM2047F					
Registration Fee		PAN No. (If Applicable)	JAGDISH PRASAD MODANI AND SEEM					
Name	BRL2_JT SUB REGISTRAR BORIVALI 2	Full Name	A J MODANI					
Location	MUMBAI	Flat/Block No.	B-1803 ON 18th Floor Thyme					
Account Head Details	2016-2017 One Time	Premises/Building	Shimpoli Road Borivali West					
Amount in Rs.		Road/Street	Mumbai					
600000.00		Area/Locality	Mumbai					
300000.00		Town/City/District	4 0 0 0 9 2					
		PIN	Remarks (If Any)					
			PAN2=AAIFK1765G--SecondPartyName=KAM					
			ALA ENTERPRISES-					
Amount In	Six Lakh Thirty Thousand Rupees Only	Amount In						
Words		Words	630000.00					
BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK						
Bank CIN	REF No.	02300042016060623268 344446980						
Date	06/06/2016-18:16:30							
Bank-Branch	BANK OF MAHARASHTRA							
Scroll No. , Date	Not Verified with Scroll							



9100 - 21		
ye ll 9	60	
		208E