(वि.नि. नमना क्र) (Fin R. Form No.1) Gen 113 m.e. CASE NO. : DATE: @5/01/2001 RECEIPT NO .: 96 COUNTER CODE (अहस्तातरणीय) मूळ प्रत TRANSFERABLE) ORIGINAL COPY शासनास केलेल्या प्रदानाची पावती RECEIPT FOR PAYMENT TO GOVERNMENT 05/01/2001 MUMBAI दिनांक / Date ठिकाण /Place PRD. ABHAY DHOTRE) यांच्याकडन/ Fourty Eight Thousand One Received from 48100 T. ARAdred याकरिता मिळाले 102-(II) On account of mode of Payment: 400014034 895954 PARLE (E) (VPE) BANK OF MAHARASHTRA (BOM) 05/01/2001 रोखपाल व लेखापाल Cashier or Accountant

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AGREEMENT TO SALE

OF AGREEMENT made and entered into at MUMBAI BETWEEN MESSRS RAJ BUILDTECH PVT LTD Jan day of 2001 registered under the Indian Partnership Act, 1932 having its Registered Office a REENA COMPLEX, Opp. Nathani Steel, Kirol Road, Vidhavihar (W), Mumbai 086. hereinafter called the "BUILDERS" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, its partners, the survivors or the survivor of them and the heirs, executors and administrators of the last survivor, their or his assigns) of the FIRST PART DHOTRE. hereinafter called the "PURCHASERS" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their executors administrators and assigns) of the SECOND PART. Q exercise M. M. Pednekar Proper Officer, Jeneral Stamp Office Mumbai 1105120913512/-

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(b) The Builders being desirous to develop the said plot to land admeasuring 2071 Sq. Meters (hereinafter referred to as the said property) by considering and constructing a Building thereon with a Basement, Shops and Offices, to be known as "PEENA COMPLEX" on the said Plots Nos. 4 & 5 lying and being situated at SS Marg, bearing C.T.S. No. 232 (part) and 235 of Kiral Village admeasuring about 2071 Sq. Mts. Chembur, Taluka Kurla within the Registration District of Bombay City and Suburban and more particularly described in the Schedule hereunder written.

- (c) The Municipal Corporation of Greater Bombay have sanctioned the plan to develop the said property vide I.O.D. No. CE/5816/BPES/AN dated 14th February, 1997 and for constructing a building thereon as per the plan and specifications mentioned therein; Hereto annexed and marked as ANNEXURE 'A' is the copy of the I.O.D.
- (d) The Builders have already started construction activitied on the said property comprising of Ground plus six storeys known as "REENA COMPLEX" and have obtained the necessary Commencement Certificate from the Municipal Corporation of Greater Mumbai on 2nd APRIL 1997. Hereto annexed and marked copy of the Commencement Certificate as ANNEXURE "B".
- (e) The Builders have entered into standard agreement with an Architect registered with the Council of Architects and such agreement is a per the Agreement prescribed by the Council of Architects and the Builders have appointed a Structural Engineer by the preparation of the structural designs and the Drawings of the Building and the Builders accept the Professional Supervision of an Architect & the Structural the Builders accept the professional Supervision of the buildings.
- (f) The Builders alone have the sole and exclusive rights to sell offices/shops/units in the said "REENA COMPLEX" on each of the floors thereof to be constructed by them on the said Building known as "REENA COMPLEX" and enter into an agreement with the Purchaser's of the said Offices/Units and to receive sale price in respect theref.
- (g) The Purchaser's have demanded from the Builders and the Builders have given the inspection to the Purchaser's of all the documents of titles relating to the said land, the plans, designs and specifications prepared by the

the Purchasers. The Purchasers agree to pay to the Builders within seven (7) days of demand (time being the essence of the Contract) such proportionate chare of the Purchasers of such deposits.

16. All letters, receipts and/or notices issued by the Builders to the Purchasers and despatched under Certificate or Posting to the address mentioned above or at the last known address of the Purchasers shall be deemed to have been received by the Purchasers.

17. After pssession of the said Offices/Units/Shops is handed over to the purchasers, if any additions or alterations in or about or relating to the Building and/or offices are carried out by the Office/Units holders at their own costs, expenses, risks and responsibilities and the Builders will not in any manner be responsible for the same.

18. The Builders have hereby specifically agreed to the fact that the Office/ Unit Purchasers are entitled to sell, assign, transfer, let, sub-let the said Office Premises or a part thereof and/or assign benefits of this Agrement to any person, as they (the Purchasers) think fit widhout the prior permission of the Builders to which the Builders shall not take any objection thereto in any manner whatsoever. However, wuch Purchasers shall comply with the terms and conditions of this Agreement aswell as get enrolled themselves as a Member of the Proposed Society and these presents shall be treated as and irrevocable consent of the same.

19. It is also hereby specifically agreed by and between the Parties hereto that the Offices/Shop/Unit Purchaser/s shall be entitled to carry out any additions/alterations and/or amalgamation of premises or divede the same without prior permission of the Promoters and the Promoters/vendors shall not raise any objection of whatsoever nature and the Agreement shall be treated as an irrevocable consent for the same.

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

THE SCHEDULE ABOVE REFERRED TO

A portion or parcel of land admeasuring about 26340 Sq. fts. equivalent to 22000 Mtrs OR thereabouts being a part of the property bearing C.T.S.No.232 of Kirol Village, Taluka Kurla and being part of Plot Nos. 4 % 5 S.S.I.Kurla, lying being and situated at S.S.Marg, Andheri in the Registration District and Sub-District of Bombay City and Bombay Suburban and which bigger plot of land is described in the First Schedule hereinabove and this protion is a part of the said Property and admeasuring 26340 Sq.fts. equivalent to 22,000 Sq.Mtrs out of the said property.

SIGNED AND DELIVERED BY THE WITHINNAMED BUILDERS "M/S. FAJ BUILTECT PVT. LTD." in the 1. Rogesh & Sula

2. SHANTILAL V. CHHEDA.

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