

## सूची क्र. दोन INDEX NO. II

गावाचे नाव : कुरार

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अमिहस्तांतरणपत्र व वाजारभाव (भाडेपट्ट्याच्या बावतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 2,430,000.00  
बा.भा. रु. 5,314,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: जमीन व बांधकाम 1235 चौ मी टिपिएस नं. 1, फायनल प्लॉट नं. 38, टिपिएस नं. 38, सि टी एस नं. 23 व 23 /1 ते 10  
(1)
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता  
(1) मिर्झा शहबुद्दीन बेग - -; घर/प्लॉट नं: इंडीयन बेकरी, 133 मौलाना आझाद रोड, मदनपुरा, मुं. 8, गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAEP1880H.  
(2) मिर्झा गयासुद्दीन बेग - -; घर/प्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAMP4354K.  
(3) मिर्झा इमाम बेग - -; घर/प्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: FORM60.  
(1) मे/- शाह अँड रिटा विल्डर्स अँड डेव्हलपर्सचे भागीदार मनसुख एच. शाह - -; घर/प्लॉट नं: ए विंग, 1 ला मजला, शाह आर्केड, रानी सती मार्ग, मालाड पू मुं. 97; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ANDPS8109C.  
(2) मे/- शाह अँड रिटा विल्डर्स अँड डेव्हलपर्सचे भागीदार नागजी के. रिटा - -; घर/प्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (7) दिनांक करून दिल्याचा 17/04/2007
- (8) नोंदणीचा 17/04/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 2752/2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 265700.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



पावती

Original/Duplicate

Thursday, May 21, 2015

नोंदणी क्र.: 39M

12:25 PM

Regn.: 39M

पावती क्र.: 4859 दिनांक: 21/05/2015

गावाचे नाव: कुरार

दस्तऐवजाचा अनुक्रमांक: बरल-4-4083-2015

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: ख्यातिश कांतिलाल कुबडीया

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1840.00

पृष्ठांची संख्या: 92

एकूण:

रु. 31840.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे

12:38 PM ह्या वेळेस मिळेल.

ग्रह दु.नि.का-बोरीवली4

बाजार मुल्य: रु.3994500/-

भरलेले मुद्रांक शुल्क : रु. 226000/-

मोबदला: रु.4510000/-

ग्रह दुय्यम निबंधक, बोरीवली क. ५

मुद्रांक उपवपर अस्ता:

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000952443201516S दिनांक: 21/05/2015

बँकेचे नाव व पत्ता: Panjab National Bank

2) देयकाचा प्रकार: By Cash रकम: रु 1840/-

Dr. Kulkarni

**DELIVERED**



Thursday, May 21, 2015  
12:25 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 4859 दिनांक: 21/05/2015

मावाचे नाव: कुगर

दस्तावेजाचा अनुक्रमांक: बरल-4-4083-2015

दस्तावेजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: स्वामिन कांतिलाल कुबडीया

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1840.00

पृष्ठांची संख्या: 92

एकूण:

₹. 31840.00

आपणाम मूळ दस्त, बंबनेल प्रिंट, सूची-२ व सीडी अंदाजे  
12:38 PM ह्या वेळेस मिलेल.

मह. दु. नि. का-बोरीवली 4

बाजार मूल्य: ₹. 3994500/-

भरलेले मुद्रांक शुल्क: ₹. 226000/-

मोबदला: ₹. 4510000/-

बह. दु. नि. का-बोरीवली क्र. 4

मुद्रांक उपलब्ध आहे.

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: ₹. 30000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: MH000952443201516S दिनांक: 21/05/2015

बँकेचे नाव व पत्ता: Panjab National Bank

2) देयकाचा प्रकार: By Cash रक्कम: ₹. 1840/-

**DELIVERED**

53818504191



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन 2015

1. दस्ताचा प्रकार :- कर/रजाभा अनुच्छेद क्रमांक 25(b)
2. सादरकर्त्याचे नाव :- रंजना शिवाजी कांमिलाल कुबारीभा
3. तालुका :- मुंबई / अंधेरी / वोरीवली / कुर्ला
4. गावाचे नाव :- पुकर
5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- 23
6. मूल्य दरविभाग (झोन) :- न 2 उपविभाग 332
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक  
प्रति चौ मी. दर :- न 2200/- P
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 50.29 चौ. मी. ब्लॉक / बिल्ट अप चौ. मीटर / फ्लूट
9. कारपार्किंग :- गच्ची :- पोटमाळा :-
10. मजला क्रमांक :- 125 उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- घसारा :-
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- ज्याच्ये दिलेली घट / वाढ
14. भाडेकरु व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :-  
2. नवीन इमारतीत दिलेले क्षेत्र :-  
3. भाड्याची रक्कम :-
15. लिह अॅन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-  
निवासी/अनिवासी 2. अनामत रक्कम / आगावू भाडे :-  
3. कालावधी :-
16. निर्धारित केलेले बाजारमूल्य :- 3994500/-
17. दस्तामध्ये दर्शविलेली मोबदला :- 4510000/-

$$50.29 \times 72200 \times 1.10 = 3994031.10$$



18. देय मुद्रांक शुल्क :- 225500/- भरलेले मुद्रांक शुल्क :- 225500/-
19. देय नोंदणी फी :- 30000/-

निधीक

सह दुय्यम निबंधक डी. सी. ४

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| बरत - ४ |   |    |
| ४०६३९   | ९ | २२ |
| २०१५    |   |    |



महाराष्ट्र शासन  
**GOVERNMENT OF MAHARASHTRA**  
 ई-सुरक्षित बैंक व कोषागार पावती  
**e-SECURED BANK & TREASURY RECEIPT (e-SBTR)**

14040302885203

Bank/Branch: PNB/KHAR WEST(6629)  
 Pmt Tran id : 180515M264004  
 Pmt DtTime : 18-05-2015@11:35:17  
 ChallanIdNo: 03006172015051550512  
 District : 7101/MUMBAI

Stationery No: 14040302885203  
 Print DtTime: 18-05-2015@15:17:24  
 GRAS GRN : MH000952443201516S  
 Office Name : IGR193/BRL4\_JT SUB REGIST

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS  
 StDuty Amt : R 2,26,000/- (Rs Two, Two Six, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR  
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment  
 Prop Myblty: Immovable  
 Prop Dscr : FLAT NO 1201,12TH FLOOR,DEVIKRUPA,DAFTARY ROADS K PATIL MARG,MALAD  
 EAST MUMBA,Maharashtra  
 Consideration: R 45,10,000/-

Duty Payer: (PAN-AJNPK8504H) KHYATISH K KUBADIA AND ORS  
 Other Party: (PAN-ABIFS2432B) SHAH AND RITA BUILDERS AND DEVELOPERS

*[Signature]*  
 Bank official1 Name & Signature



*[Signature]*  
 Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---



Ag. for sale  
 Dt. 20/5/2015

*[Signature]*  
 M. K. Kubach

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| बल - ४ |   |    |
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| बरत - ४ |   |    |
| ४०८३    | ५ | ९२ |
| २०१५    |   |    |

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai, this 20<sup>th</sup> day of MAY Two Thousand 15 BETWEEN MESSRS. SHAH & RITA BUILDERS & DEVELOPERS, a Partnership Firm, duly registered under the Indian Partnership Act, having it's office at Office No. 1 & 2, 8<sup>th</sup> Floor, Shah Trade Centre, Rani Sati Marg, Malad (East), Mumbai 400 097, hereinafter referred to as the "OWNERS / BUILDERS/PROMOTERS" (which expression shall mean and include the said firm, its partners or partner for the time being, the survivors or survivor of them and the heirs, executors, administrators and assigns of the last such survivor ) of the ONE PART AND

SHRI / SMT. / KUM. / MESSRS. KHYATISH KANFILAL KUBADIA AND MRS. NEETA KHYATISH KUBADIA

of Mumbai, Indian Inhabitant/s, residing at / having address at ००३/८२, PRATAP NAGAR, DAFTARY ROAD, PUSHPA PARK, MALAD EAST, MUMBAI- ४०० ०९७

hereinafter called as "THE FLAT PURCHASER / PURCHASERS" (which expression shall mean and include his / her/ their / its heirs, executors, administrators and assigns) of the OTHER PART:

*SH*

*SH*  
*SH*

*K. K. Kubadia*  
*K. K. Kubadia*



## WHEREAS :

- (i) By Deed of Conveyance dated 16<sup>th</sup> April, 1962 made and between Shri Abdul Karim Haji Bapubhai Nadiadwala therein referred to as the Vendor of the One Part and (1) Shri Manilal K. Panchal, (2) Shri Somlal K. Panchal and (3) Shri Ishwarlal Virchand Panchal, therein referred to as the Purchasers, registered under Sl. No. 1008 of 1962 with the Sub-Registrar of Assurances at Bandra, the said Shri Manilal K. Panchal and two others purchased the land admeasuring about 1477 square yards and bearing the Malad Town Planning Scheme No. I, Plot No. 38, Village Kurar, Taluka Borivali, Mumbai Suburban District, hereinafter referred to as the SAID LAND.
- (ii) Said Shri Manilal K. Panchal and other started construction of the residential building on the said land as per approved plans.
- (iii) By the Deed of Mortgage dated 17<sup>th</sup> April, 1963 executed by and between (1) Shri Manilal Kacharalal Panchal, (2) Shri Somlal Kacharalal Panchal and (3) Shri Ishwarlal Virchand Panchal therein referred to as the Mortgagors and (1) Shri Chimanlal Chhotelal Parekh, (2) Shri Narandas Chhotelal Parekh and (3) Shri Subhodh Chandra Chimanlal Parekh therein referred to as the Mortgagees, registered under Sl. No. 921 of 1963 with the Sub-Registrar of Assurances at Bandra the said Shri Manilal K. Panchal and others conveyed to the said Mortgagees the said land together with the Building under construction thereon with equity of redemption and also conferred upon the said Mortgagees the power to Sale of the said land together with the Building under construction.
- (iv) By the Receipt dated 13<sup>th</sup> June, 1963 executed by and between (1) Shri Manilal Kacharalal Panchal, (2) Shri Somlal Kacharalal Panchal and (3) Shri Ishwarlal Virchand Panchal therein called the Mortgagors and (1) Shri Chimanlal Chhotelal Parekh, (2) Shri Narandas Chhotelal Parekh and (3) Shri Subhodh Chandra Chimanlal Parekh, therein referred to as the Mortgagees, registered under Sl. No. 1359 of 13<sup>th</sup> February 1963 with the Sub-Registrar of Assurances at Bandra, the Mortgagors acknowledged the receipt of balance amount of Rs.10,000/- payable

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*Handwritten signature*

*Handwritten signature*

*Handwritten signature*  
M. H. Kubackar

by the Mortgagees to the Mortgagors under the said Mortgage dated 17<sup>th</sup> April, 1963.

(w) By the Agreement dated 24<sup>th</sup> March, 1966 executed by and between (1) Shri Manilal Kacharalal Panchal, (2) Shri Somlal Kacharalal Panchal and (3) Shri Ishwarlal Virchand Panchal therein referred to as the Mortgagors and (1) Shri Chimanlal Chhotelal Parekh, (2) Shri Narandas Chhotelal Parekh and (3) Shri Subhodh Chandra Chimanlal Parekh, therein referred to as the Mortgagees, registered under Sl. No. 1155 of 1966 on 24<sup>th</sup> May 1966 with the Sub-Registry at Bandra, the Mortgagees acknowledged the part payment of the mortgage debt under the said Mortgage dated 17<sup>th</sup> March, 1963 and granted / recorded the extension of time for payment of the balance amount under the said Mortgage dated 17<sup>th</sup> April, 1963.



(vi) By the Agreement of Second Mortgage dated 10<sup>th</sup> July, 1970 executed between the said (1) Shri Manilal Kacharalal Panchal, (2) Shri Somlal Kacharalal Panchal and (3) Shri Ishwarlal Virchand Panchal, therein referred to as the Mortgagors and Shri Umar Ali Mohamed, therein referred to as the Mortgagee, registered under SI No. 3071 of 1970 on 10<sup>th</sup> July 1970, the said Shri Manilal K. Panchal and others acknowledged the Mortgage Debt of RS. 35,000/- (Rupees Thirty Five Thousand under the said Mortgage dated 17<sup>th</sup> April 1963 and subject to the First Indenture Mortgage dated 17<sup>th</sup> April 1963 created the Second Mortgage;

(vii) The said building was constructed and is completed in all respects in or about the year 1972 or prior thereto and the premises therein were let-out to the Tenants on

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| बरल - ४                   |   |    |
| ४०६३                      | ८ | e2 |
| २०१५ "the said Property". |   |    |

monthly tenancy for monthly rent and said building was named "DEVI KRUPA". The said land along with the said Building is hereinafter referred to as "the said Property".

(viii) By Agreement for Sale dated 9<sup>th</sup> September 1972 made and executed by and between said (1) Shri Manilal K. Panchal, (2) Shri Somlal K. Panchal and (3) Shri Ishwarlal Virchand Panchal, of the One Part and the said Shri Ali Mohamed, of the Other Part, said Shri Manilal K. Panchal, Shri Somlal K. Panchal and Shri Ishwarlal Virchand Panchal agreed to sell the said land and building thereon to the said Shri Umar Ali Mohamed at and for the consideration of Rs.85,000/-.

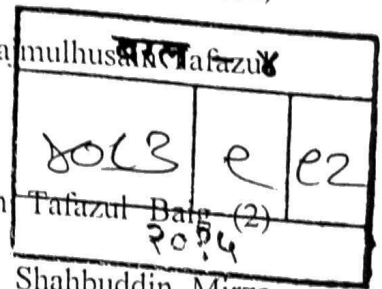
Handwritten signatures and initials at the bottom of the page, including a signature that appears to be 'Umar Ali Mohamed' and another that says 'M. D. Kubade'.

(ix) By Deed of Transfer of Mortgage dated 25<sup>th</sup> July, 1973 made and executed by and between Shri Subhodh Chandra Chimanlal Parekh, therein referred to as the Transferor and the said (1) Shri Manilal K. Panchal, (2) Shri Somlal K. Panchal and (3) Shri Ishwarlal Virchand Panchal, therein referred to as the Mortgagors and the said Shri Ali Mohamed Haji Ismail therein referred to as the Transferee, registered under No. 1501 of 1973, in consideration of the sum of Rs.25,000/- paid by the said Shri Ali Mohamed Haji Ismail on behalf of the said Transferor the said Transferor assigned the said Mortgage debt of Rs.25,000/- to the said First Mortgage dated 17<sup>th</sup> April 1963 to the said Shri Ali Mohamed Haji Ismail



(x) By the Agreement for Sale dated 11<sup>th</sup> January, 1974 executed by and between the said Shri Umar Ali Mohamed, therein referred to as the Vendor, and Shri Mirza Sahabudin Tajmul Husein Mirza, therein referred to as the Purchaser, said Shri Umar Ali Mohamed agreed to sell the said land and building thereon to Shri Mirza Sahabudin Tajmul Husein Mirza at and for the consideration of Rs.85,000/-

(xi) By the Indenture dated 9<sup>th</sup> October 1974 executed by and between Alimahomed Haji Ismail, therein referred to as the Vendor of the First Part AND Umar Ali Mahomed, therein referred to as the First Confirming Party, AND Shri Mirza Sahabudin Tajmul Husein Mirza, therein referred to as the Second Confirming Party AND (1) Mirza Tajmulhusain Tafazul Baig (2) SUGRABEGUM wife of Mirza Tajmulhusain Baig (3) Mirza Shahbuddin Mirza Tajmulhusain Baig and (4) Mirza GAYAS Baig Mirza Tajmulhusain Baig, therein called the Purchasers, registered with the Sub-registrar of Assurances of Bombay under NO. BOM/S/3633 of 1974 the Vendor exercised the power to sell conferred by the Mortgage dated 17<sup>th</sup> April 1963 and 25<sup>th</sup> July 1973, and sold, transferred, conveyed and assigned the said property to the said Mirza Tajmulhusain Tafazul Baig and three others.



(xii) On 25<sup>th</sup> January 1996 names of (1) Mirza Tajmulhusain Tafazul Baig (2) SUGRABEGUM wife of Mirza Tajmulhusain Baig (3) Mirza Shahbuddin Mirza Tajmulhusain Baig and (4) Mirza GAYAS Baig Mirza Tajmulhusain Baig, were mutated as the holders of the said Property in the Property Register Cards in respect of the said property.

*[Handwritten signatures]*  
 W. H. Khabadar



(xiii) Said Mirza Tajmullhusain Tafazul Baig died intestate on 18<sup>th</sup> August 1996 and said Sugrabegum wife of Mirza Tajmullhusain Baig died intestate on 5<sup>th</sup> June 1996 leaving behind (1) Mirza Shahbuddin Mirza Tajmullhusain Baig and (2) Mirza Gayas Baig Mirza Tajmullhusain Baig, (3) Mirza Imam Baig as their only heirs and legal representatives;

(xiv) By Deed of Conveyance dated 17<sup>th</sup> April 2007 executed by and between (1) Mirza Shahbuddin Mirza Tajmullhusain Baig and (2) Mirza Gayas Baig Mirza Tajmullhusain Baig, (3) Mirza Imam Baig, therein referred to as the Vendors and M/s Shah and Rita Builders and Developers therein referred to as the Purchaser, registered under no. BDR-10-2752 of 2007 the Owners/Builders/Promoters herein, the Owners/ Builders / Promoters purchased the said property being land admeasuring 1477 square yards equivalent to 1235 square mtrs as per



Conveyance dated 9<sup>th</sup> October 1974, 1959.70 square mtrs as per P.R. Cards, and Town Planning Scheme No. 1, Final Plot No. 38, CTS NO. 23, Village Kurar Taluka Borivali Mumbai Suburban District, situate at S.K. Arogya Nidhi Road, Off. Daftary Road together with the building thereon assessed by the Municipal Corporation of Greater Mumbai under P/Ward No. 6553 known as "DEVI-KRUPA", from the Vendors therein;

(xv) The name of M/s. Shah & Rita Builders & Developers, the Owners / Builders/ Promoters herein, has been recorded as the holders in the Property Register Card in respect of land bearing CTS No. 23, 23/1 to 10 of Village : Kurar by Certification of the Mutation Entry No.84 on 15th January, 2010.

(xvi) By virtue of the Letter dated 25<sup>th</sup> May 2011 received by the City Survey Office

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| बसल  | from the | Superintendent of Land Records, CTS Nos. 23, 23/1 to 10 were                  |
| ४०८३ | १०, १२   | amalgamated and therefore the area of the land admeasuring 157.6 Sq. Mtrs. is |
| २०१५ |          | retained under the CTS No. 23 which has gone / which is to go in the Road. In |

respect of the remaining area of the land after accounting for 157.6 Sq. Mtrs. for set back of Road, the fresh Property Register Cards are opened under Final Plot No. 38A admeasuring 1159.7 Sq. Mtrs and 38B admeasuring 244.1 Sq. Mtrs. The aggregate land area of Final Plot No. 38A and 38B comes to 1403.8 Sq. Mtrs. which land together with the building 'DEVI KRUPA' thereon are hereinafter

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referred to as "the said property" and are more particularly described in the schedule of the property hereunder written.

(xvii) By virtue of the Certification of Mutation Entry No. 96 dated 07<sup>th</sup> July, 2011, name of the said M/s. Shah & Rita Builders & Developers is recorded as the holder of the land bearing Final Plot No. 38A admeasuring 1159.7 Sq. Mtrs. and Final Plot No. 38B admeasuring 244.1 Sq. Mtrs. and the fresh Property Registered Cards are opened.

(xviii) The Owners / Builders / Promoters herein, have decided to develop the said Property and the Owners / Builders/ Promoters have obtained the Approval of Plan vide No. CHE/9624/BP (WS)/AP and received the Mutation and Dis-approval dated 4<sup>th</sup> May 2010 amended on 16<sup>th</sup> August 2012, 31<sup>st</sup> January 2013 and 2nd July 2013. The Owners / Builders / Promoters have complied with the conditions of the IOD and as per the amended plans and IOD the Municipal Corporation of Greater Mumbai issued the Work Commencement Certificate dated 25<sup>th</sup> September 2012 upto Stilt Slab Level only, endorsed / extended further on 27th February 2013 upto Stilt + 7 upper Floors as per amended plan dated 3rd January 2013. Copy of the said Work Commencement Certificate is annexed hereto.



(xix) The Owners / Builders / Promoters evolved the scheme for redevelopment of the said property by constructing a multistoried building by use of FSI of the said land, by use of TDR as permissible under Development Control Regulations for Greater Mumbai and by use / availing FUNGIBLE FSI with or without payment of premium and by availing concession of open space deficiency by payment of Premium and by providing the adequate parking by providing Stack Parking.

(xx) The Owners / Builders/ Promoters have entered into a standard agreement with the Architect registered with the council of Architect and the said agreement is as per the form prescribed by the Council of Architects.

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(xxi) The Owners / Builders / Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Owners/ Builders / Promoters have accepted the professional supervision of the Architects

/ Structural Engineers till the completion of the building / buildings, subject

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however, to either the said Architect, Structural Engineer withdraw their service and/or services in the said project and/or the Builders / Owners terminating the services of the said Architect and/or Structural Engineer.

(xxii) By virtue of heretobefore recited conveyance, the Owners / Builders / Promoters have sole and exclusive right to develop the said land and sell the Flats to be constructed for the purposes of open market sale in the building to be constructed on the said land and to enter into agreement with the purchasers of the Flats and receive the sale price in respect of the same.

(xxiii) The Owners / Builders / Promoters are developing the said property by demolishing the old building and constructing thereon new building Flats/ Residential Premises as per approved plans, IOD and Work Commencement Certificate including the use of FSI of the land, TDR, Fungible FSI as permissible in law and by obtaining concession for open space deficiency by payment of [unclear] and providing stack parking.



(xxiv) The Flat/ Residential Premises purchaser has agreed to purchase from the Owner/ Builders/ Promoters and the Owner/Builders/ Promoters have agreed to sell the Purchaser Flat/ Residential Premises in the building being constructed on the said land.

(xxv) The Flat/ Residential Premises purchaser/s demanded from the Owner/Builders/ Promoters and the Owner/Builders / Promoters have given inspection to the Flat/s/

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Residential Premises purchaser/s of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Architects appointed by the Owners/ Builders/ Promoters and all such other relevant documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "The said Act") and the rules framed thereunder.

(xxvi) The copy of the Certificate of Title issued by the Advocates of the Owners/ Builders/ Promoters, copy of the P.R. Card in respect of the said land, copy of the floor plan of the said building and the list of the amenities to be provided to the said building the Flats/ Residential Premises have been annexed hereto and marked as Annexure A, B, C and D respectively.

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(xxvii) The Owners/Builders/ Promoters have accordingly... the said Building/ Buildings in accordance with... project is to be known as "DEVI KRUPA".

(xxviii) The Flats/ Residential Premises purchaser applied... Builders / Promoters for allotment of the Flats/ Residential Premises No. 1201 on 12th Floor in the building "DEVI KRUPA" being constructed on said lands described in the First schedule annexed hereto alongwith ( ) no of Parking Space/s.

(xxix) The Owners/ Builders / Promoters agreed to sell to the Flats/ Residential Premises, and the Purchasers agreed to purchase Flats/ Residential Premises No. 1201 on 12th Floor of the building "DEVI KRUPA" under construction of the said land which is admeasuring 41.91 mtr Sq.ft.s. of Carpet / Built-up area alongwith ( ) no of Parking Space/s at the price and on the terms and conditions hereafter appearing.

(xxx) Prior to the execution of these presents, the Flats/ Residential Premises Purchaser has paid to the Owners/ Builders/ Promoters a sum of Rs. 10,10,000 (Rupees TEN LAKH TEN THOUSAND Only) being the Part payment of the sale price of the Flats/ Residential Premises purchaser as advance and the balance of the Sale price in the manner hereinafter appearing.

(xxxi) Under Section 4 of the said Act the Owners / Builders / Promoters are required to execute a written agreement for sale of the said Flat Flats/ Residential Premises to the Flats/ Residential Premises purchaser, being in fact these presents and also to register the said Agreement under the Registration Act.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Owners/ Builders/ Promoters are proceeding further with the construction of the building on the said land as per the sanctioned plans and specifications by the Municipal Corporation of Greater Mumbai and the said sanctioned Plans have been seen and approved by the Flat / Residential Premises Purchaser/s with only such variations and modification as Owners / Builders / Promoters may consider

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...ary or may be approved by the concerned Local Authority / Government to  
 in them or any of them **PROVIDED THAT** the Owners/ Builders /  
 shall have to obtain prior consent in writing of the Flat/  
 Residential Premises Purchaser /s herein in respect of such variations or  
 modifications which may adversely effect the Flat/ Residential Premises  
 Purchaser/s and not otherwise.

2. The Flats/ Residential Premises purchaser hereby agrees to purchase from the  
 Owners/ Builders / Promoters and the Owners/ Builders / Promoters hereby agree  
 to sell to Flats/ Residential Premises purchaser one Flat/ Residential Premises  
 No. 1201 on the 12<sup>th</sup> Floor of the "DEVI KRUPA" under  
 construction of the said land which is admeasuring 41.91 <sup>sq. mtr</sup> Sq.fts. of Carpet  
 / Built-up area alongwith -- no. of Parking Space/s as shown in the floor  
 plan thereof annexed and marked Annexure "C" at or for the price of  
 Rs. 45,10,000/- (Rupees Forty Five Lakh Ten Thousand  
----- Only) which is  
 payable by the Flats/ Residential Premises purchaser to the Owners/ Builders /  
 Promoters as follows :

- (a) Rs. 10,10,000/- On or before the execution of these presents as earnest  
 money (the payment and the receipt whereof, the  
 Owners/ Builders do hereby admit and acknowledge).
- (b) Rs. 35,00,000/- <sup>Within 15 days from the date of Registration of this Agreement</sup> On or before Completion of the Plinth.
- (c) Rs. \_\_\_\_\_ On or before Casting of the First Slab
- (d) Rs. \_\_\_\_\_ On or before Casting of the Second Slab
- (e) Rs. \_\_\_\_\_ On or before Casting of the Third Slab
- \_\_\_\_\_ On or before Casting of the Fourth Slab
- \_\_\_\_\_ On or before Casting of the Fifth Slab
- \_\_\_\_\_ On or before Casting of the Sixth Slab
- (i) Rs. \_\_\_\_\_ On or before Casting of the Seventh Slab
- (j) Rs. \_\_\_\_\_ On or before Casting of the Eighth Slab
- (k) Rs. \_\_\_\_\_ On or before Casting of the Ninth Slab
- (l) Rs. \_\_\_\_\_ On or before Casting of the Tenth Slab

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- (m) Rs. \_\_\_\_\_ On or before Casting of the Eleventh Slab
- (n) Rs. \_\_\_\_\_ On or before Casting of the Twelfth Slab
- (o) Rs. \_\_\_\_\_ On or before Casting of the Thirteenth Slab
- (p) Rs. \_\_\_\_\_ On or before fixing of the doors and windows
- (q) Rs. \_\_\_\_\_ On or before completion of the walling.
- (r) Rs. \_\_\_\_\_ On or before internal plastering of the said Building being completed.
- (s) Rs. \_\_\_\_\_ On or before external plastering of the said Building being completed.
- (t) Rs. \_\_\_\_\_ On or before completion of the flooring.
- (u) Rs. \_\_\_\_\_ On or before fixing of the door shutters and the window shutters.
- (v) Rs. \_\_\_\_\_ On the Sanitary fittings and plumbing of the work being completed.
- (w) Rs. \_\_\_\_\_ Being the balance at the time of possession of the Flats/ Residential Premises being given by the Owners/ Builders / Promoters to the Flats/ Residential Premises purchaser.

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3. In addition to the consideration amount payable by the Purchaser/s to the Owners/Builders/ Promoters as mentioned herein, the Purchaser/s shall pay to the Owners/Builders / Promoters the Development charges levied and / or to be levied under the Provisions of the Maharashtra Regional and Town Planning Act., Service Tax, MVAT payable under the Maharashtra Sales Tax Act. The said amounts of Development charges, Service Tax, MVAT and / or any other taxes / charges under statute shall be paid by the Flat Flats/ Residential Premises Purchaser/s soon after the same is demanded by the Owners / Builders / Promoters and / or soon after the same is demanded by the Municipal Corporation of Greater Mumbai and/ or other Authority from the Owners / Builders / Promoters and the intimation thereof is given to the Purchaser/s.

4. The Owners/ Builders / Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations of the concerned local authority at the

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time of sanctioning the said plans or thereafter and shall before handing over the

possession of the Flats/ Residential Premises Purchaser/s, obtain certificates of Completion / Occupation in respect of the Flats/ Residential Premises;

The Owners/ Builders / Promoters hereby declare that the area of the said land as shown in the Revenue Records i.e. P.R. Cards is 1561.4 Sq. Mtrs. and FSI therefore is on the basis of the said land area. The Owners/ Builders/ Promoters have acquired the

title to the said property under the said conveyance referred to in the recitals hereto and the Owners/ builders / Promoters have disclosed to the Purchaser the nature of their title to the said property as per Annexure 'B' and the Owners/ Builders / Promoters shall maintain the same title until the completion of the conveyance of the said property in favour of the co-operative Society / Corporate body to be formed by the Purchaser of the Flats/ Residential Premises in the Building to be constructed on the said property and the Purchaser hereby accepts such title and shall not be entitled to raise any objection in that behalf and the Owners / Builders / Promoters shall as far as practicable ensure that the said property is free from all encumbrances and the title of the Owners/ Builders / Promoters and /or the owners from whom the Owners/ Builders/ Promoters have agreed to purchase / acquire Development rights as set – out in the recitals hereto absolutely clear and marketable in view of the Annexure 'B' and the Owners/ Builders / Promoters also shall be able to convey on sale basis the said property to the Body Corporate such title on the execution of conveyance thereof.

6. The Flats/ Residential Premises purchaser agree to pay suo-moto to the Owners/ Builders / Promoters at their office interest at 18% per annum for the delayed period on all the amounts which becomes due and payable by the Flats/ Residential Premises purchaser to the Owners/ Builders / Promoters under the terms of this Agreement from the date of the said amounts becoming payable by the purchaser to the Owners/ Builder/ Promoters.

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7. On the Flats/ Residential Premises Purchaser committing default in making payment on the due date to the Builders at their office of any amount due and payable by the Purchaser to the Owners/ Builders / Promoters under this agreement including the payment of his/her/their proportionate share of taxes levied by the

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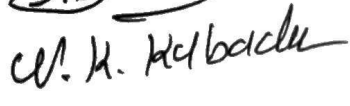


concerned local or other authorities and all other amounts payable by the Purchasers to the Owners/ Builders / Promoters under the terms of this agreement and other outgoings and on the Flats/ Residential Premises Purchaser committing breach of any of the terms and conditions herein contained the Owners/ Promoters shall be entitled at their own option to terminate this agreement PROVIDED ALWAYS that the powers of termination of this agreement hereinbefore contained, shall not be exercised by the Builders unless and until the Builders shall have given to the Purchasers 15 days prior notice in writing of their intention to terminate this agreement (which may be combined in one Notice / Letter itself) and of the specific breach or breaches such Notice period of 15 days it shall be and is hereby treated to be the reasonable time after giving of such notice, then this Agreement shall stand terminated without any further notice to the Purchaser PROVIDED FURTHER that upon any termination of this Agreement as aforesaid the Owners/ Builders/ Promoters shall refund to the Purchaser the installment of the price of the Flats/ Residential Premises which may till then have been paid by the Purchasers to the Owners/ Builders / Promoters but the Builders shall not be liable to pay the Purchasers any interest on the amount so refunded and upon refund of the aforesaid amount (which may be done even by posting the cheques good for payment to the Purchaser by postal service ) by the Owners/ Builders, the Owners/ Builders / Promoters shall be at liberty to dispose off and sell the Flats/ Residential Premises to such persons and at such price as the Owners/ Builders / Promoters may in their absolute discretion think fit.

8. The fixtures, fittings and amenities to be provided by the Owners/ Builders/ Promoters in the said Building and the Flats/ Residential Premises are those that are set out in Annexure 'D' hereto.

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9. The Owners / Builders / Promoters shall complete the construction of the building as far as possible, on or before \_\_\_\_\_ and soon thereafter shall apply for obtaining the Occupation Certificate / Building completion certificate from the Municipal Corporation of Greater Mumbai. The possession of the said Flats/ Residential Premises shall be handed over by the builders to the Purchasers upon or after :

- (i) The Occupation / Completion Certificate of the said building being issued by the MCGM.
- (ii) The Society or Private Limited Company being formed by the Flats/ Residential Premises in the said building and ;
- (iii) All the Flats/ Residential Premises in the said building constructed by the Owners /Builders / Promoters being sold and/or disposed off and upon or simultaneous upon the execution of the conveyance and/or sale deed by the Owners/ Builders / Promoters also as and the Owners /Builders / Promoters of the said property in favour of the Co-operative Society and/or Limited Company as may be formed of the Purchasers of the Flats/ Residential Premises in the said building. If the Owners/ Builders / Promoters fail or neglect to give possession of the Flats/ Residential Premises to the Purchasers on account of reason beyond their control and/or their agents as per the provision of Maharashtra Ownership Flats Act by the aforesaid date or dates prescribed in Sec. 8 of the said act, then the Owners/ Builders / Promoters shall on demand refund to the Purchasers the amounts already received by them in respect of the Flats/ Residential Premises with simple interest at 9% per annum from the date of the Owners/ Builders / Promoters received the sum till the date the amounts and interest thereon is repaid PROVIDED by mutual consent the parties the dispute as to whether the stipulations specified in Section 8 have been satisfied or not will be referred to Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is repaid by the Owners/ Builders / Promoters to the Purchaser they shall, subject to prior encumbrances if any, be a charge on the said Flats/ Residential Premises.



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PROVIDED THAT the Owners/ Builders / Promoters shall be entitled to reasonable extension of the time for giving delivery of Flats/ Residential Premises on the aforesaid date, if completion of the building in which the Flats/ Residential Premises is to be situated is delayed on account of :-

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- (i) Non availability of Steel, Cement, other Building materials, Water or Electricity supply .
- (ii) War, Civil commotion or act of God ;
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority

10. That Flats Residential Premises Purchaser shall take possession of the Flats/ Residential Premises within 7 days of the Owners/ Builders/ Promoters giving written notice to the Purchaser intimating that the said Flats/ Residential Premises are ready for use and occupation.



PROVIDED THAT if within a period of three years from the date of handing over the Flats/ Residential Premises to the Purchaser the Purchaser bring to the attention of the Owners/Builders / Promoters any defect in the Flats/ Residential Premises or the building in which the Flats/ Residential Premises is situate or the material used therein or any unauthorized change in the construction of the building then, wherever possible such defects or unauthorized changes shall be rectified by the Owners / Builders / Promoters at their own cost and in case it is not possible to rectify such defects or unauthorise changes, then the Purchaser shall be entitled to receive from the Owners/ Builders / Promoters reasonable compensation for such defect or change.

11. The Purchaser shall use the Flats/ Residential Premises or any part thereof or permit the same to be used only for the purpose the same is approved by the authorities.

He shall use the garage or parking space only for the purpose for parking or parking the Purchaser's own vehicle.

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12. The Flats/ Residential Premises Purchaser along with other Purchasers of Flats/ Residential Premises in the building shall join in forming and registering the society or a limited company to be known by such name as the Flats/ Residential Premises Purchasers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers

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and documents necessary for the formation and registration of the society or Limited Company and for becoming a member, including the bye-laws of the Proposed society and duly filled in sign and return to the Owners/ Builders / Promoters within seven days of the same being forwarded by the Owners/ Builders/ Promoters to the Flats/ Residential Premises Purchaser so as to enable the Owners/ Builders / Promoters to register organization of the Purchasers, under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale Management and Transfer ) Rules 1984. No objection shall be taken by the Flats/ Residential Premises Purchaser if any changes of modifications are made in the draft bye-laws of the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.



Unless it is otherwise agreed by and between the parties hereto, the Owners/ Promoters shall within four months after they shall have fully consumed total F.S.I. of the said property and/or any F.S.I. which may have been floated on the said property from elsewhere including use of the D.R.C. / T.D.R./ Fungible F.S.I. and/or after floating the balance F.S.I. of the said plot on any other plot including as D.R.C. / T.D.R. and after all the Flats/ Residential Premises in the building have been sold and after the full payments shall have been received by the Owners/ Builders / Promoters from all the Flats/ Residential Premises Purchasers,

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defaulting Flats/ Residential Premises Purchasers including the payment such as maintenance charges, stamp duty, registration fees, legal charges etc. and the said Corporate Body shall have been formed and duly registered as aforesaid, caused to be transferred to the same body or apartment Owners all the right, title and interest of the Owners / Builders / Promoters in the said property together with buildings, apartment thereon by obtaining and causing necessary Deed of Conveyance of Ownership of the said property (or to the extent as may be permitted by the authority) and the said building in favour of the Body Corporate or Apartment ownership such Deed of Conveyance and/or Deed of Apartment Ownership shall be in keeping with the terms and conditions of this Agreement.

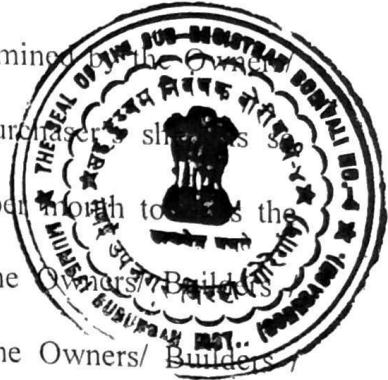
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14. Commencing a week after the Notice in writing is given by the Owners/ Builders / Promoters to the Purchaser that the Flats/ Residential Premises is ready for occupation that the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flats/ Residential Premises namely Local taxes, betterments, charges or such other levies by the concerned local authority and / or Government Water charges, Insurance, common lights, repairs and salaries of clerks, bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society / Limited Company is formed and the said land and building / buildings transferred to it, the Purchaser shall pay to the Owners /Builders / Promoters proportionate share of outgoing as may be determined by the Owners / Builders/ Promoters. The Flats / Residential Premises Purchaser shall pay the amount determined the Purchaser shall pay Rs. \_\_\_\_\_ /- per month to the Owners / Builders / Promoters. The amounts so paid by the Purchaser to the Owners / Builders / Promoters shall not bear any interest and remain with the Owners/ Builders / Promoters until the conveyance is executed in favour of the Society or a Limited Company as aforesaid subject to the provisions of Section (8) of the said Act. On such conveyance being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Owners/ Builders / Promoters to the Society or Limited Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of such and every month in advance and shall not withhold the same for any reason whatsoever.



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15. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Owners/ Builders / Promoters the following amounts :

- (i) Rs. 50 psft/- for Development Charges. *on carpet area.*
- (ii) Rs. 10,000/- for legal charges. (non refundable)
- (iii) Rs. 7500/- 261/- for share money, application entrance fee of the Society or Limited Company.
- (iv) Rs. 2,500/- for formation and registration of the Society or Limited Company and the same are not refundable

(v) Rs. 10/- psft pm for proportionate share of taxes and other charges *for 2 years on carpet area.*

*Handwritten signatures and initials on the left margin.*

the same for marriages, meetings, parties, condolence meetings etc. and receiving the rent / hire charges for the same and appropriating the same to themselves. The Purchasers further consent to the Owners/ Builders/ Promoters and/or the Purchasers of the stilt areas from them as the members of the Co-operative Society / Limited Company which may be formed by the Flats/ Residential Premises Purchasers.

29. The Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the Rules made thereunder.

30. All costs, charges and expenses in connection with the formation, registration etc. of the Co-Operative Society or Limited Company or any other Incorporated Body or any other Body Association as the case may be as well as the costs, charges and expenses of preparing executing and registering of the Conveyance, Transfer Deed



and all other document or documents and assurances required to be executed by Builders / Promoters and also the professional costs of the Advocates on the Owners / Builders / Promoters for preparation and approval of such documents and also the stamp duty applicable at the time of Conveyance and registration fees and charges shall be borne and paid proportionately by all the acquirers of Flats/ Residential Premises in the said building and that the Owners/ Builders / Promoters shall not be liable to contribute anything towards such expenses. The proportionate contribution shall be made by the acquirers

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| घरल - ४ |    |    |
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| behalf. |    |    |

immediately on demand being made by the Owners / Builders / Promoters in that

31. The Purchaser/s shall pay Service Tax, MVAT levied and / or livable and / or payable now and / or becoming payable at any time hereinafter on the said Flats/ Residential Premises Purchaser/s and / or on the basis of this agreement under the provision of Bombay Sales tax Act / Central Sales Tax and / or any other tax statute.

32. The Purchaser hereby agrees to execute such further and other document or documents as may be required by the Builders to carry out and implement any of the matters embodies in and relating to this agreement.

Handwritten signatures and initials at the bottom of the page, including a signature that appears to be 'W. R. Hubbald'.



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

SIGNED AND DELIVERED by the withinnamed "OWNERS / BUILDERS / PROMOTERS"

SHAH & RITA BUILDERS & DEVELOPERS THROUGH ITS PARTNER in the presence of D. MANSUK. H. SHAH / NAGJI, RITA

For SHAH & RITA BUILDERS & DEVELOPERS



(1) [Signature]



(2)



SIGNED AND DELIVERED by the withinnamed "PURCHASER/S" SHRI / SMT. / MS. / MESSRS. KYATISH . K. KUBADIA NEETA . K. KUBADIA.

[Signature]  
[Signature]

in the presence of .....

(1)



(2) [Signature]



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| बल - ४ |    |    |
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RECEIPT

RECEIVED of and from the abovenamed Purchaser/s a sum of Rs. 10,10,000/-

(Rupees TEN LAKH TEN THOUSAND —

X only ) being the Earnest Money / Deposit as within

in Cash / by Cheque No. 267968 dated 8/5/2015 drawn upon

ICICI BANK, MALAD(E) subject to realization.

WE SAY RECEIVED

For **SHAH & RITA BUILDERS & DEVELOPERS**

*(Handwritten signatures)*

(OWNERS / BUILDERS/ PROMOTERS )

WITNESSES :

1.

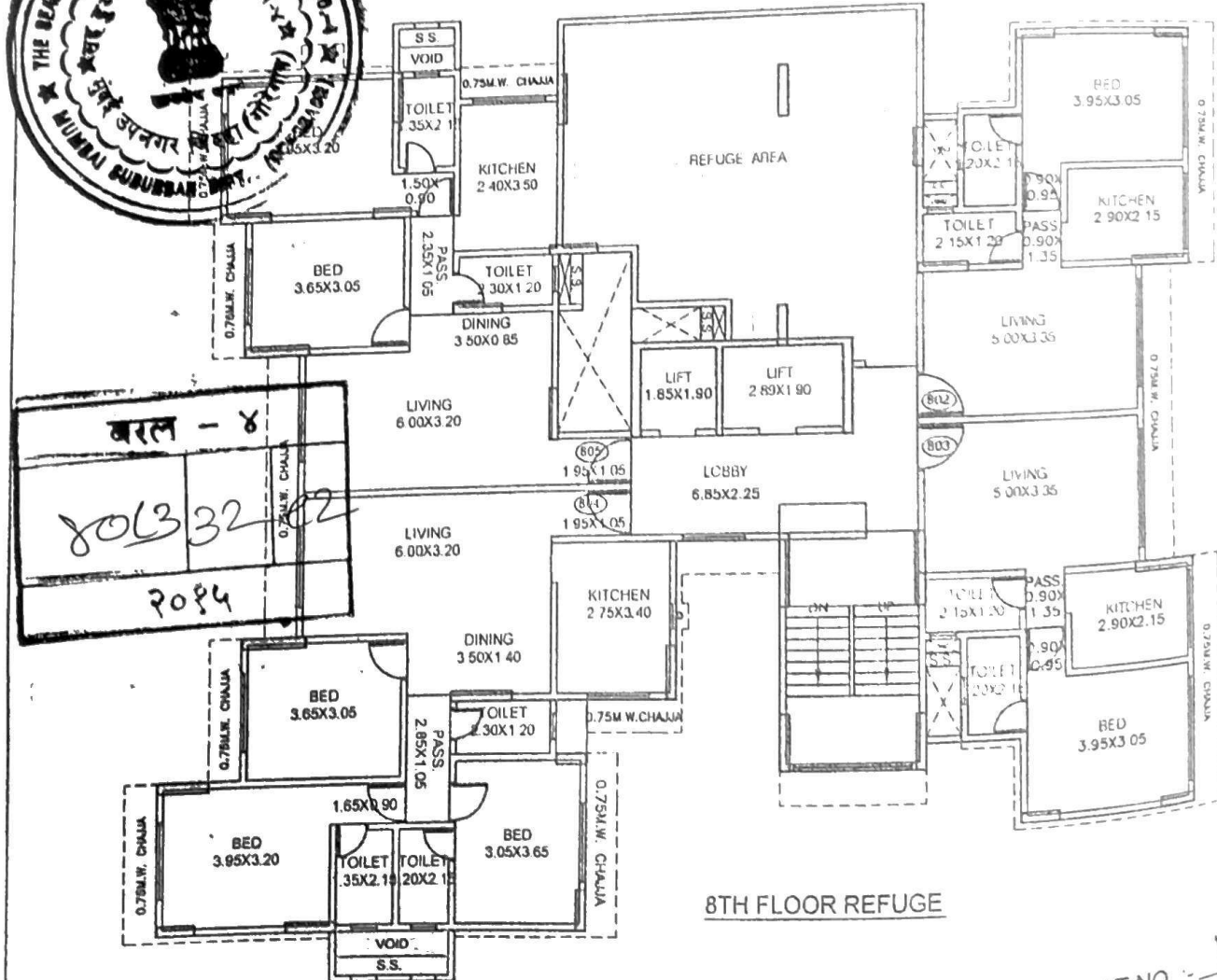
*(Handwritten signature)*



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| घरल - ४ |    |    |
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1ST TO 7TH & 9TH TO 12TH FLOOR PLAN



8TH FLOOR REFUGE

FLAT NO. - 1201  
FLOOR - 12th

PROJECT :- "DEVI KRUPA" PROPOSED BUILDING ON PLOT BEARING CTS. NO 23,23/1 TO 10, F.P. 38-A & 38-B T.P.S.: -I, VILLAGE KURAR, S.K.PATIL LANE, MALAD (EAST), MUMBAI.









E2 JUL 2014

No. CHE/ 9624 /BP/WS/AP of

Copy to : ✓ Owner : Shah & Rita Builders & Developers

2. Asstt. Commissioner , P/North

3. A.E.W.W. P//North.

For information please.

*[Signature]*  
Executive Engineer Bldg. Propls.  
(W. S.) 'P' Ward.



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4. That the quarterly progress report of the work will not be submitted by the Architect

**C- GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.**

1. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.
2. That 10.0 mt. wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
5. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years.
6. That carriage entrance shall not be provided before starting the work.
7. That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
8. That final N.O.C. from H.E.(Deptt.)/ E.E. (S.W.D.) Lift Inspector shall not be submitted before occupation.
9. That final N.O.C. from A.A. & C. P/North shall not be submitted before occupation.
10. That Structural Engineers Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
11. That the debris shall not be removed before submitting B.C.C.
12. That the Co.Op.Hsg. Society of the prospective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C.
13. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
14. That every part of the building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.O. office with a provision of safe and stable ladder.

|  |    |    |
|--|----|----|
| 12. That the Co.Op.Hsg. Society of the prospective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C. |    |    |
| 8023   | 24 | 22 |
| 13. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.         |    |    |



CE/9624/BP(WS)/AP

8] This C.C. is extended up to stilt + 7 upper floor level as per approved amended plan dt 3/1/2013

127 FEB 2013

*[Signature]*  
Executive Engineer  
Bldg. Proposal (W.S.) P Ward

9] This C.C. is extended for entire work of stilt + 12<sup>th</sup> upper floor as per approved amended plan dated 02/07/2013

19 JUL 2013

*[Signature]*  
EXECUTIVE ENGINEER;  
BUILDING PROPOSAL (W.S.) P-WARD

CERTIFIED TRUE COPY

*[Signature]*  
MILINDRA MOTIRAM JHAVERI & SONS  
ARCHITECTS.



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21 May, 2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 4

दस्त क्रमांक : 4083/2015

नोदणी 63

Regn. 63m

गावाचे नाव : कुरार

- (1) विलेखाचा प्रकार करारनामा
- (2) मोबदला रु.4,510,000/-
- (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) रु.3,994,500/-
- (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) 23, पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : सदनिका नं: 1201, माळा नं: 12, इमारतीचे नाव: देवीकृपा विल्डिंग, ब्लॉक नं: मालाड पूर्व मुंबई 400097, रोड नं: एस के पाटील रोड, इतर माहिती: सदनिका क्षेत्र 41.91 चौ मी कारपेट 50.29 चौ.मीटर
- (5) क्षेत्रफळ 50.29 चौ.मीटर
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1) नाव:- मे शाह अँड रिटा बिल्डर्स अँड डेव्हलपर्स चे भागीदार मनसुख एच शाह व नागजी के रिटा तर्फे मुखत्यार रवि उतेकर ;वय: 34; पत्ता :-प्लॉट नं: 1 व 2, माळा नं: 8 वा मजला, इमारतीचे नाव: शाह ट्रेड सेंटर, ब्लॉक नं: मालाड पूर्व मुंबई, रोड नं: सती मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:- 400097 पॅन नंबर: ABIFS2432D
- (8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1)नाव:- ख्यातिश कांतिलाल कुबडीया ; वय:49; पत्ता:-003, -, प्रताप नगर, मालाड पूर्व मुंबई, दफ्तरी रोड, अंआळाड पूर्व, MAHARASHTRA, MUMBAI, Non-Government.; पिन कोड:- 400097; पॅन नं:- AJNPK8504H; 2)नाव:- नीता ख्यातिश कुबडीया ; वय:43; पत्ता:-प्लॉट नं: 003, माळा नं: -, इमारतीचे नाव: प्रताप नगर, ब्लॉक नं: मालाड पूर्व मुंबई, रोड नं: दफ्तरी रोड, म मुम्बई.; पिन कोड:- 400097; पॅन नं:- CAJPK6701P;
- (9) दस्तऐवज करुन दिल्याचा दिनांक 20/05/2015
- (10) दस्त नोंदणी केल्याचा दिनांक 21/05/2015
- (11) अनुक्रमांक,खंड व पृष्ठ 4083/2015
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.226,000/-
- (13) बाजारभावाप्रमाणे नोंदणी शुल्क रु.30,000/-
- (14) शेरा

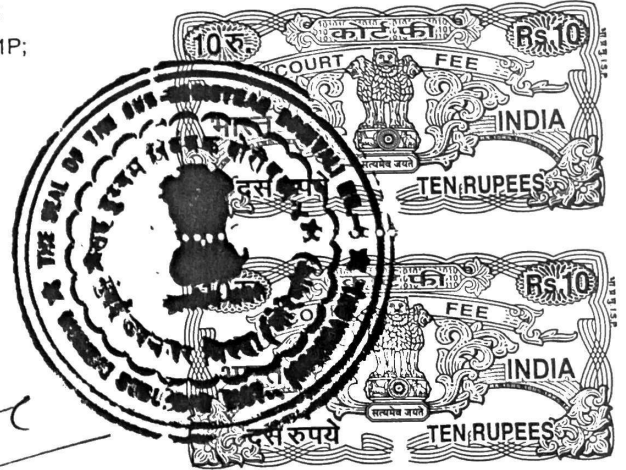
खरी प्रत

सह दुय्यम निबंधक, बोरीवली-४,  
मुंबई उपनगर जिल्हा.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



Dewikrupa

Canon

# SHAH & RITA BUILDERS & DEVELOPERS

A' Wing, 1st floor, Shah Arcade, Rani Sati Marg, Near W E Highway, Malad (East), Mumbai - 400 097.

Receipt No. : 168

RECEIPT

Date 22/05/15

RECEIVED with thanks from Mr/Mrs/Ms Khyatish Kantilal Kubadia  
& Mrs. Neeta Khyatish Kubadia

the sum of Rs. 10,10,000/- (Rupees Ten lakh ten thousand

Only \_\_\_\_\_ only)

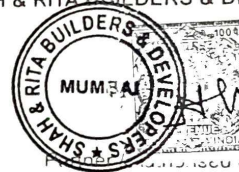
by ~~Cash~~ / ~~Cheque in full~~ / part payment on account of Flat No. 1201 at  
Dewi Krupa

Cheque no. 267968 Dated 8.5.15 Bank ICICI Bank, Malad (E)

For SHAH & RITA BUILDERS & DEVELOPERS

Rs. 10,10,000/-

Subject to Realisation of Cheque



Authorized Signatory



Devi Krupa

Canon

# SHAH & RITA BUILDERS & DEVELOPERS

A Wing, 1st Floor, Shah Arcade, Rani Sati Marg, Malad (East), MUMBAI - 400 097

Phone : 2844 9801 - 07 • Fax : 2844 9808

Date : \_\_\_\_\_

Date: 22/05/2015

To  
Mr Khyatish Kantilal Kubadia &  
Mrs Neeta Khyatish Kubadia  
003/B2, Pratap Nagar, Daftary road,  
Pushpa Park, Malad East  
Mumbai 400097

Sir/Madam,

Ref: Your **Flat 1201** in DEVI KRUPA at Malad (E),

Sub: - Payment Due

This is to inform you that the construction of the building is in progress and the amount of **Rs. 35,00,000/-** is outstanding against your flat no 1201 at DEVI KRUPA.

We request you to pay the amount of **Rs. 35,00,000/-** towards Flat no 1201 at the earliest along with the service tax amount of **Rs. 1,08,150/-** and VAT amount of **Rs. 45,100/-**

**Below are the bank details for your reference.**

Name of the account: Shah & Rita Builders & Developers

Branch: Union Bank of India (Malad E)

A/c no: 384401010037057

IFSC Code: UBIN0538442

Thanking you

For Shah & Rita Builders and Developers

*Alshah*

Partner