

Wednesday, April 02, 2002

2:02:40 PM

पावती

Original

नोंदणी 39 म.
Regn. 39 M

पावाचे नाव पी.एस.पहाडीगोरेगांव

पावती क्र. : 1065

इस्तऐवजाचा अनुक्रमांक

वदर2 - 01679 - 2002

दिनांक 02/04/2002

इस्ताऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव

गौरव अरविंद जोशी हे मेसर्स हॅलोबेबी प्रा लि चे संचालक

नोंदणी फी

:- 7770.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (22)

:- 440.00

एकूण

8210.00

आपणास हा दरत अंदाजे 12:17PM ह्या वेळेस मिळेल

दुय्यम/नोंदणीक

मुद्रांक शुल्क :- 77700

सह. दुय्यम नोंदणीक

मुंबई उपनगर जिल्हा

G.O.R.D. No. 7361 Dt. 31.03.95

T O K E N

NO DELIVERED

Special Adhesive 15 M.
M.M.K.D.A. Haritra

Counter code : 2
Date : 27/03/2002

Duplicate Receipt No. :

42

Received from HILLI(HARY PVT LTD)

DELIVERED



Praptra Desc.	No of Doc.	Ant. per Doc.	Total Amount
SPL/ADHY	1	77700	77700.00
TOTAL RS. :			77700.00

Received Rs. : 77700.00

27/03/2002

Vendor Name : ** H. B. DANDE **

Received all documents,
duly stamped.

Cashier :

Dr. P. K. ...
Signature of Mr. Receiver

DELIVERED

KHYATI INDUSTRIAL ESTATE CO-OPERATIVE SOCIETY LIMITED

Reg. No. : MUM / W-P / GNL / O / 1271 / 06-07

Office: Laxmi Nagar, Link Road, Goregaon (West), Mumbai - 400 090.

Serial **55**

Member Register No. :- 55

Certificate

AUTHORISED SHARE CAPITAL RS. 1,00,000/- DIVIDED INTO 2000 SHARES EACH OF RS. 50/- ONLY

This is to Certify that Shri./Smt./M/s. M/S. HELLO BABY PVT, LTD.

Through its Directors, MR. ARVIND S. TASHI & 2) MR. GAURAV A. TASHI

of Gala No. 127 is the Registered Holder of 10 Shares No.

From 301 to 310 of Rs 500/- (Rupees five Hundred) in

the Khyati Ind. Estate, Co-op. Society Ltd., Goregaon West, subject to the bye laws of the said Society and that upon each of such shares the sum of Rupees Fifty has been paid.

Given under the seal of the said society at Goregaon (West), this

4th Day of Oct 2007

Chairman Anil Saksariq

Hon. Secretary H R Chauhan

Member of the Committee _____



RNO 42 Rs 77700/- Rs Seventy Seven thousand Seven hundred only

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MMRDA BLDG. BANDRA (E)
MUMBAI - 400 051
MAH/GSO/010



Rs 0077700

281993

INDIA

SPECIAL ADHESIVE

27.3.2002

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MAHARASHTRA

11279498218

JY. SUPERINTENDENT OF STAMPS.
BANDRA.



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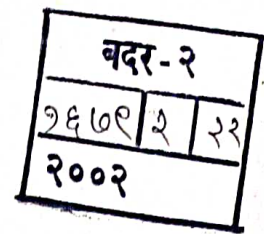
A G R E E M E N T

THIS AGREEMENT made and entered into at Bombay on this 27th day of March 2002 in the Christian year ~~one~~ ^{Two} thousand ~~one~~ ^{Two} ~~hundred ninety three~~ BETWEEN MESSRS H.V. INDUSTRIES a proprietary firm and having office at Vijay Mansion, 2nd floor, Vithal Nagar Co-op. Hsg. Society, 10th Road, Juhu Scheme, Vile Parle (W), Bombay 400049, hereinafter referred to the 'THE PROMOTER' (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include (the present partners for the time being constituting the said firm, survivors or survivor of them, their) heirs, legal representatives, administrators and assigns) of THE ONE PART : AND MR./MRS./M/s. Hellababy put Ltd

of Bombay Indian inhabitant residing/carrying on business at 11, Laxmi Industrial Estate, Goregaon (W) Mumbai 400030 hereinafter referred to as "THE GALA/UNIT PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) or THE OTHER PART :

W H E R E A S :

The promoter is absolutely seized and possessed of or otherwise well and sufficiently entitled as an absolute owners inter alia to a piece or parcel of vacant land or ground bearing Plot No.B/7 of the Private Estate known as "THE LAXMI INDUSTRIAL ESTATE" admeasuring about 3680 sq.yards or thereabout equivalent to 3076.95 sq.mtrs or thereabouts situate in the Village of Pahadi, Taluka Borivli,



District Bombay Suburban now in Greater Bombay more particularly described in the first schedule written hereunder;

The promoter is desired to construct the building for industrial user and got the plan for development of the said pieces or parcel of land sanctioned by the Director of Industries under No.ULC/H 144/MC/dc/GRD B 16467 dt.14.7.89.

As a result of the Urban Land Ceiling And Regulation Act 1976 (hereinafter referred to as 'the ceiling Act') which came into force in the State of Maharashtra on 17th February 1976, the owner was not entitled to hold any vacant land in excess of ceiling limit except as otherwise provided in the ceiling act;

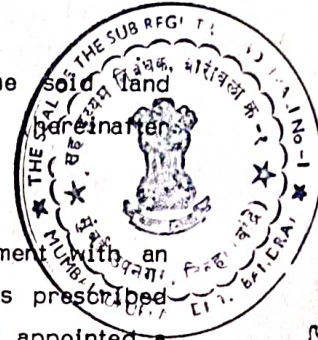
The promoter has proposed to construct on the ~~land~~ ^{land} ground plus 2 multistoreyed industrial estate building referred to as 'the said building')

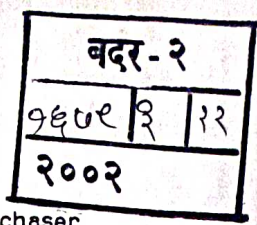
7/83 The promoter has entered into a standard agreement with an Architect and the said agreement is as per the agreements prescribed in the Council of Architects and whereas the promoter has appointed a structural engineer for the preparation of structural design and drawings of the estate building and the promoter has accepted the professional supervision of the Architect and the Structural engineer till the completion of the building;

(L) The promoter has the sole and exclusive right to sell the units in the said building to be constructed by the promoter on the said land and to enter into agreement with the purchasers of galas/units and to receive the sale price proceeds in respect thereof;

The unit purchasers demanded from the promoter and the promoter has given inspection to the unit purchaser of all the documents of the title relating to the said land, the said order, the agreement, the plans, designs and specifications prepared by the promoter's Architect Shri BIPIN S. BAROT and of such other documents as are specified under the Maharashtra Ownership flat (Regulation of the promoter of construction, sale, management and transfer) Act 1963 (hereinafter referred to as 'the said act') and rules made thereunder;

The copies of certificate of title issued by the Advocate of the Promoter; showing the nature of the title of the promoter's to the said land, extract of proerty card issued by the Survey officer in which units are to be constructed and the copies of the plans and





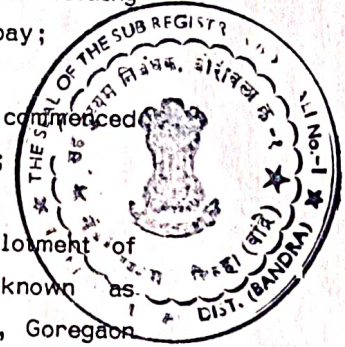
specifications of the unit agreed to be purchased by the Unit purchaser approved by the Municipal Corporation of Greater Bombay, has been annexed hereto and marked as Annexure 'A', and 'B' and 'C' respectively;

The promoter has got approval from the Municipal Corporation of Greater Bombay, the plans the specifications, the elevations, sections and details of the said building;

While sanctioning the said plan Municipal Corporation of Greater Bombay and/or Government has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the said land and the building and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the Municipal Corporation of Greater Bombay;

The promoter has accordingly commenced construction of the building in accordance with the said plans;

The unit purchaser applies to the promoter for allotment of unit No. 27 on first floor in building known as Aat plot No. 317 Laxmi Industrial Estate, Near Link Road, Goregaon West, Bombay 400 090;



Prior to making application as aforesaid, as required by the provisions of Maharashtra Co operative Societies Act 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act 1976, the unit purchaser has made declaration to the effect firstly that neither the unit owner nor the member of the family (family as defined under the Urban Land (ceiling and regulation) Act 1976) of the Unit purchaser owned a tenement, house or building within the limit of Bombay;

Prior to the execution of these presents, the unit purchaser paid to the promoter a sum of Rs. 4,50,000/- (Rupees four lakhs fifty thousand only) being part payment of the sale price of the unit agreed to be sold by the promoter to the unit purchaser as advance payment or deposit (the payment and receipt whereof the promoter doth hereby admit and acknowledge and discharge the purchaser for the said amount forever) which shall in no event exceed fifteen percent of the sale price of the unit agreed to be sold to the unit purchaser and the unit purchaser has agreed to pay to the promoter balance of the sale price in the manner hereinafter appearing;

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The promoter is entering into separate agreements in the form similar to this agreement with several other persons and parties who may agree to take up and acquire unit/s in the said building on ownership basis on the same terms and conditions as herein save and except and subject to such modifications as may be necessary or considered desirable or proper by the promoter;

The promoter will enter into an agreement with a view ultimately that the purchasers of the units shall form themselves into a cooperative society under the Maharashtra Co operative societies Act 1960 or a limited company under the Companies Act 1956 as the case may be;

The parties hereto agree that if one or more units are not taken or acquired by any person other than the promoter at the time when the building is ready for occupation, the promoter shall be deemed to be the owner of the unit until such time as the said units are to be sold by the promoter to any person or party as the (case may be) deemed fit and proper;

Under Section 4 of the Maharashtra Ownership flat act the promoter is required to execute a written agreement for sale of the unit to the unit purchasers being in fact these presents and register the said agreement under the registration act;

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

1. The promoter shall construct the said building/s consisting of ground plus 2 upper floors on the said land in accordance with the plans, designs and specifications approved by the Municipal Corpn. of Greater Bombay and which have been seen and approved by the Unit purchaser with only such variation and modifications as the promoter may consider it necessary or as may be required by the Municipal Corporation of Greater Bombay;

PROVIDED that the promoter shall have to obtain prior consent in writing to the unit purchaser in respect of such variations and modifications which may adversely affect the unit of the purchasers.

2. The unit purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the unit No. of the type of ~~carpet~~ ^{builtup} area admeasuring 418 Sq.feets (which is

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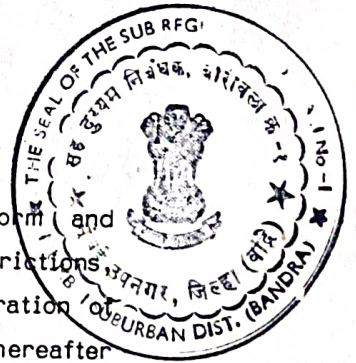
inclusive of balconies on First floor) as shown in the floor plan thereof (hereto annexed and marked Annexure 'C') bearing Unit No. _____ in the building for the price of Rs. 4,50,000/- being the proportionate price of the common areas and facilities/limited common area and facilities which are more particularly described in the plan annexed herewith. The unit purchaser hereby agrees to pay to the promoter the balance amount of purchase price Rs. _____ (Rupees _____ only) having been paid to the promoter on or before the execution of this agreement in the following manner.

- i) 10 per cent on plinth;
- ii) 20 per cent on slab;
- iii) 7 percent on walling;
- iv) 10 percent on doors and windows;
- v) 7 percent on flooring;
- vi) 7 percent on plaster (internal & external);
- vii) 10 per cent on sanitary fittings & plumbing;
- viii) 14 per cent or remaining at the time of occupation;

3. The promoter hereby agrees to observe and perform and comply with all the terms and conditions, stipulations and restrictions if any, which may have been imposed by the Municipal Corporation Greater Bombay at the time of sanctioning the said plans or thereafter and shall before handing over possession of the unit to the unit purchaser, obtain from the Municipal Corporation of Greater Bombay occupation and/or completion certificate in respect of the unit.

4. The promoter hereby declares that the floor space index available in respect of the said land is only and that no part of the said floor space index has been utilised by the promoter elsewhere for any purpose whatsoever and the said F.S.I. will be used for developing the said land by constructing the industrial estate of ground plus 2 floor.

5. The promoter hereby agrees that he shall before handing over the possession of the unit to the unit purchaser and in any event before execution of the conveyance of the land is favour of a co-



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operative body to be formed by the purchasers of the unit in the building to be constructed on the said land (hereinafter referred to as 'the co operative society/the limited company) make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any including any right, title and interest or claim of any party in, or over the said land and shall as far as practicable ensure that the said land is free from encumbrances and the promoter has absolute, clear and marketable title to the said land so as to enable him to convey to the said society/limited company and such absolute, clear and marketable title on the execution of a conveyance of the said land by the promoter in favour of the said society/limited company.

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6. The unit purchaser agrees to pay to the promoter interest at nine percent per annum on all amounts which become due and payable by the unit purchaser to the promoter under the terms and conditions of this agreement from the date the said amount is payable by the unit purchaser to the promoter.



7. On the unit purchaser committing default in payment on due date of any amount due and payable by the unit purchaser to the promoter under this agreement (including his/her proportionate share of taxes levied by Municipal Corporation of Greater Bombay and other outgoings) and on the unit purchaser committing breach of any of the terms and conditions herein contained the promoter shall be entitled at his own option to terminate this agreement.

PROVIDED always that power of termination hereinbefore contained shall not be exercised unless and until the promoter shall have given to the unit purchaser fifteen days prior notice in writing of his intention to terminate his 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 which shall have made by the unit purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid the promoter shall refund to the unit purchaser the instalment of sale price of the unit which may till then have been paid by the unit purchaser to the promoter but the promoter shall not be liable to pay to the unit purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the promoter, the promoter shall be at liberty to dispose off and sell the unit to such person and at such price as the promoter

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may in his absolute discretion think fit.

The fixture, fittings and amenities to be provided by the promoter in the said building and the unit are set out in Annexure 'D'

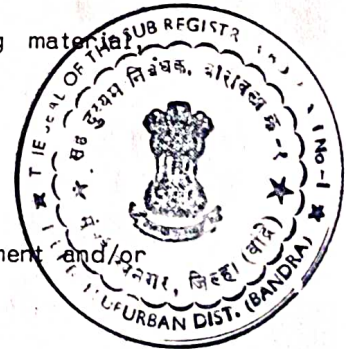
9. The promoter shall give possession of the unit to the unit purchaser on or before the day of ~~199~~. If the promoter fail or neglect to give possession of the unit to the unit purchaser on account of reasons beyond his control and of their agents as per the provisions of section 9 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said act, then the promoter shall be liable on demand to refund to the unit purchaser the amounts already received by them in respect of the unit with simple interest therein is repaid, provided that by mutual consent it is agreed that the dispute whether the stipulation specified in section 7 have been satisfied or not will be referred to the competent authority who will act as an arbitrator. Till the entire amount and interest thereon is refunded by the promoter to the unit purchaser he shall subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the units are situated or were to be situated.

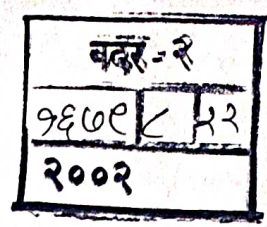
PROVIDED that the promoter shall be entitled to reasonable extension of time for giving delivery of the unit on the aforesaid date, if the completion of the building in which the unit is to be situated is delayed on account of:

- i) non available of steel, cement and other building material, water or electricity;
- ii) War civil commotion or act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public competent authority.

10. The unit purchaser shall take possession of the unit within 7 days of the promoter giving written notice to the unit purchaser intimating that the said units are ready for use and occupation.

PROVIDED that if within a period of three years, from the date of handing over the unit to the unit purchaser, the unit purchaser brings to the notice of the promoter any defect on the unit of the building in which the unit is situated or the material used therein or any unauthorised change on the construction of the said building, then wherever possible such defects or unauthorised changes





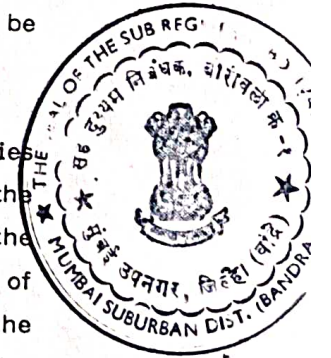
shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defects or unauthorised changes, than, the unit purchaser shall be entitled to receive from the promoter reasonable compensation for such defect or change.

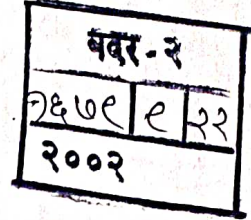
11. The unit purchaser shall use the unit or any part thereof or permit the same to be used for the purpose of heavy/service industries activities for carrying on any permissible industry or business. He/She shall use the garage or parking space only for the purpose of keeping of parking the unit purchaser's own vehicle. 78B

12. The unit purchaser alongwith other purchasers of units in the building shall join in forming and registering the society or limited company and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming member including the bye laws of the proposed society and duly fill in, signed return to the promoter within ten days of the same being forwarded by the promoter to the unit purchaser, so as to enable the promoter to register the organisation of the unit purchasers under Section 10 of the said act within the limit prescribed by rule 8 of the Maharashtra Ownership flats (Regulation of the promotion of construction, sale, management and transfer) Rule 1964. No objection shall be taken by the unit purchaser, if any changes or modifications are made in the draft bye laws or 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. D

13. Unless it is otherwise agreed to by and between the parties hereto the promoter shall within four months of the registration of the society or limited company as aforesaid cause to be transferred to the society/limited company all the right, title and interest of owner/promoter and/or the owner/promoter and/or the owner in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such society or limited company as the case may be such conveyances shall be in keeping with the terms and provisions of this agreement.

15. The unit purchaser shall on or before the delivery of possession of the said premises keep deposited with the promoter the following amounts.





a) Rs.	4000=00	for legal charges;	
b) Rs.	260=00	for share money, application entrance fee of the society of limited company;	
c) Rs.	4000=00	for formation and registration of the society/limited company;	
d) Rs.	4000=00	for proportionate shares of taxes and other charges:	
		Electric Deposit	5000=00
		Water Deposit	5000=00
		Development charge	10000=00
		Maintenance charge	7524=00
Total	<u>12260=00</u>		27524+12260 = 39784

78B

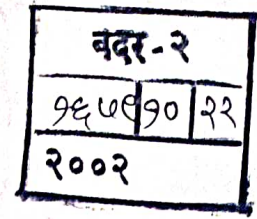
16. The promoter shall utilise the sum of Rs. 8000/- paid by the unit purchaser to the promoter for meeting all legal costs, charges and expenses, including professional costs of the advocate of the promoter in connection with the formation of the said society, or as the case may be limited company, preparing its rules and regulations and the bye laws and the cost of preparing and engraving this agreement and the conveyance.

17. At the time of registration the unit purchaser shall pay to the promoter the unit purchaser's share of stamp duty and registration charges payable, if any, be the said society or limited company on the conveyance or any documents or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company.

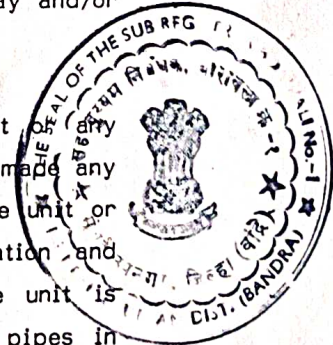
18. The unit purchasers or himself/themselves with intention to bring all persons into whosoever hands the unit may come, doth hereby covenant with the promoter the following.

- a) to maintain the unit at the unit purchaser's own cost in good tenantable repair and condition from the date of possession of the unit is taken and shall not do or suffer to be anything in or to the building in which the unit is situated, staircase or any passages which may be against the rules, regulations or bye laws of Municipal Corporation of Greater Bombay or any other authority or change/alter or make addition in or to the building in which the unit is situated and the unit itself or any part thereof;

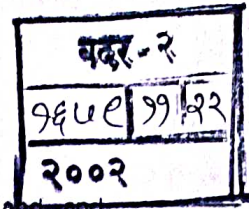




- b) Not to store in the unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of the building in which the unit is situated or storing of which goods is objected to by the Municipal Corporation of Greater Bombay or other authority and shall not carry on cause to be carried heavy packages whose upper floors which may damage or likely to damage the stair cases, common passages or any other structure of the building in which the unit is situated including entrance of the building and in case any damage is caused to the building in which the unit is situated the unit purchaser in this behalf, the unit purchaser shall be liable for the consequences of the breach;
- c) To carry at his/her/their own costs all internal repairs to the said unit and maintain the unit in the same condition, state and order in which it was delivered by the promoter to the unit purchaser and shall not do or suffering to be done anything in or to the building in which the unit is situated or the unit which may be given the rules and regulations and bye laws of the Municipal Corporation of Greater Bombay or other public authority. And in the event of the unit purchaser committing any act in contravention of the provision, the unit purchaser shall be responsible and liable for the consequences thereof to the Municipal Corporation of Greater Bombay and/or other public authority.
- d) Not to demolish or cause to be demolished the unit or any part thereof, not at any time making or cause to be made any addition or alteration of whatever nature in or to the unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the unit is situated and shall keep the portion, sewers, drain pipes in the unit and appurtenances thereto in good tenentable repair and condition and the particular so as to support shelter and protect the other part of the building in which the unit is situated and shall not chisel or in any other manner, cause damage to the columns, beams, walls, slabs or RCC parts or other structural members in the unit without the prior written permission of the promoter and/or the society or limited company;
- e) Not to do or permit to be done any act or thing which may

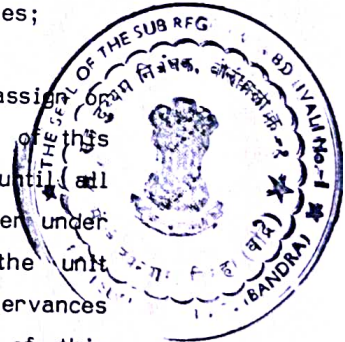


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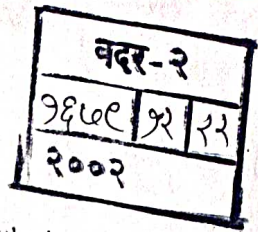


render void or voidable any insurance of and said land and the building in which the unit is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said land and the building in which the unit is situated;
- g) Pay to the promoter within — days a demand by the promoter, his share of security deposit demanded by the Municipal Corporation of Greater Bombay or Government or giving water, electricity or any other service connection to the building in which the unit is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other leys, if any which are imposed by the Municipal Corporation of Greater Bombay and/or Government and/or other public authority, on account of change of user of the unit by the unit purchaser viz. uses for the purposes other than for heavy/service industries;
- i) The unit purchaser shall not let, sub-let, transfer, assign or part with unit purchaser's interest or benefit factor of this agreement or part with the possession of the unit until all the dues payable by the unit purchaser to the promoter under this agreement are fully paid up and only if the unit purchaser and not been guilty of breach of or not observances of any of the terms and conditions and covenants of this agreement and until the unit purchaser has intimated in writing to the promoter;
- j) The unit purchaser shall observe and perform all the rules and regulations which the society or limited company may adopt them its inception and the additions, alterations or amendements thereof that may be made from time to time for protection and maintenance of the said building and the units thereon and for the observance and performance of the building rules, regulations and bye laws for the time being of the Municipal Corporation of Greater Bombay and of Government or other public bodies. The unit purchaser shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupation and the



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use of the unit in the building and shall contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with terms of this agreement;

k) Till a conveyance of the building in which the unit is situated is executed the unit purchaser shall permit the promoter and his surveyors and enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

19. The promoter shall maintain a separate account in respect of sums received by the promoter from the unit purchaser as advance or deposit, sums received on account of the share capital for the promotion of the co operative society or a limited company towards the outgoings, legal charges and shall utilise the amount only for the purposes for which they have been received.

20. Any delay contained in this agreement in intended to be nor shall be construed as a grant, demise or assignment in law of the said unit or of the said plot and building or any part thereof. The unit purchaser shall have no claim save and except in respect of the unit hereby agreed to be sold to him and all open spaces parking spaces, lobbies, stair cases, terraces, recreation spaces etc. will remain the property of the promoter until the said land and building is transferred to the society/limited company as hereinbefore mentioned.

21. Any delay tolerated or indulgence shown by the promoter, in enforcing the terms of this agreement or any forbearance or giving of time to the unit purchaser by the promoter shall not be construed as a waiver on the part of the promoter of any of breach or non compliance of any of the terms and conditions of this agreement by the unit purchaser nor shall the same in any manner prejudice the rights of the promoter.

22. All notices to be served on the unit purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the unit purchaser by Registered post .A.D./Under certificate of posting at his/her address specified below:

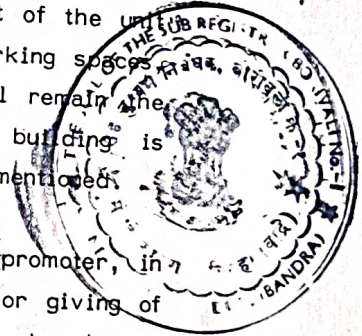
Hello baby put 4d

11, Laxmi Industrial Estate

Gurugram (no) Mumbai 400090

JNB

(1)



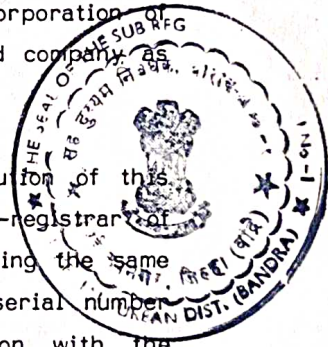
बंदर-२		
१६०८	१३	२३
२००२		

23. The building shall always be known as 'Laxmi Industrial Estate' and the name of the Industrial premises society or limited company to be formed shall bear the name of 'Laxmi'. This name shall not be changed without the written permission of the promoter.

24. The promoter will provide a cable for power near the said building and the unit purchaser will draw the electric power at his/her/their own costs. The unit purchaser will make his/her/their own separate application and obtain necessary permission from the Electric supply company for his/her/their own requirements of electric power.

25. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacent to the terrace unit in the said building if any shall belong exclusively to the respective purchaser of the terrace unit and such terrace spaces are intended for the exclusive use of the respective terrace unit purchaser. The said terrace shall not be enclosed by the unit purchaser till the permission in writing is obtained from the Municipal Corporation of Greater Bombay and the promoter or the society or limited company as the case may be.

26. The purchaser shall immediately after the execution of this agreement lodge the same for registration with the sub-registrar of assurance at Bombay and shall within two days after lodging the same intimate the promoter having done so with the date and serial number under which the same has been lodged for registration with the concerned authorities.



THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of vacant land or ground being plot no.B/7 of the Estate known as Laxmi Industrial Estate situate lying and being in the village of Pahadi near Goregaon, Taluka Borivli, District Bombay Suburban now in greater Bombay in the registration sub district of Bandra, containing by admeasurement 3680 sq.yards or 3076.95 sq.mtrs. or thereabout forming part of a larger piece of land bearing pot B/7 of the said estate and also forming part of survey no.161 of village Pahadi and bounded as follows:

Towards North : By proposed 44' wide private common road and layout that by Plot No.B/1 of the said estate;

Towards South : By plot No.B-D/6 of the said estate;

Towards East : By plot B/6 of the said estate;

Towards West : Partly by plot B/8 of the said estate and partly by Plot No.1B/9 of the said estate.

78B

11

Signed Sealed and delivered

by the withinnamed Promoter

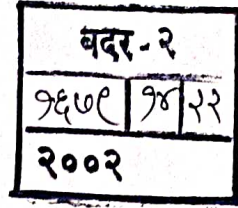
M/s. / Mr.

in the presence of:

1. *[Signature]*

2.

[Signature]



Signed Sealed and delivered

by the withinnamed Purchaser

Shri/Smt./M/s Hellababy *[Signature]*

in the presence of:

1. *[Signature]*

2.

[Signature]

Received of and from the Unit

purchaser abovenamed the sum of

Rs. 4,50,000/- (Rupees *four lac* only)

fifty thousand being the fifteen percent of the said

price of the unit as advance payment

or deposit to be paid by the Gala

purchaser to the promoter.

cheque NO 684382

Citi Bank

Rs. 4,50,000/-

I say received

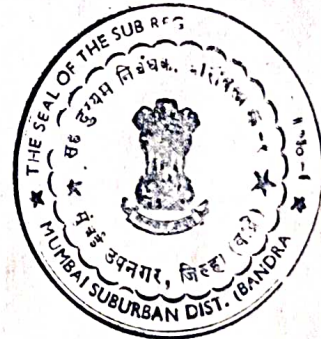
[Signature]

Promoter

Witnesses:

1. *[Signature]*

2. *[Signature]*

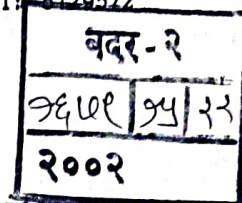


MANOJ BHATT
ADVOCATE

Office :
401, Vardhman Chambers,
4th floor,
17, Cawasji Patel Street,
Fort, Bombay 400 001.
Tel: 2874006/2041049

Resi:
7/80, Dharma Pratap,
2nd floor,
Garodia Nagar,
Ghat Kopar, Bombay-400077.
Tel: 5129572

TO WHOM SO EVER IT MAY CONCERN



Mr. HIMATLAL VADILAL SHAH sole propriter of M/S H.V.INDUSTRIES has instructed me to verify his title over the property more particularly described in the shedule hereunder written:-

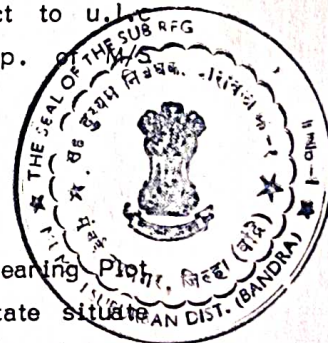
The piece of land described in the schedule hereunder written was originally belonged to one NATVARLAL NATHALAL SHAH from whom Mr. HIMATLAL VADILAL SHAH as propriter of M/S SUNIL METAL INDUSTRIES purchased/acquired said plot of land under a registered deed of conveyance dated 25-1-77. whereas said Himatlal Vadilal Shah changed the name of the firm from M/S SUNIL METAL INDUSTRIES to M/S H.V.INDUSTRIES and he has executed deed of release in favour of M/S H.V.INDUSTRIES dated 1-12-89. Thus in my opinion subject to u.l.c regulation the title of MR. HIMATLAL VADILAL SHAH prop. of H.V.INDUSTRIES is clear and marketable.

:THE SCHEDULE ABOVE REFERED TO:

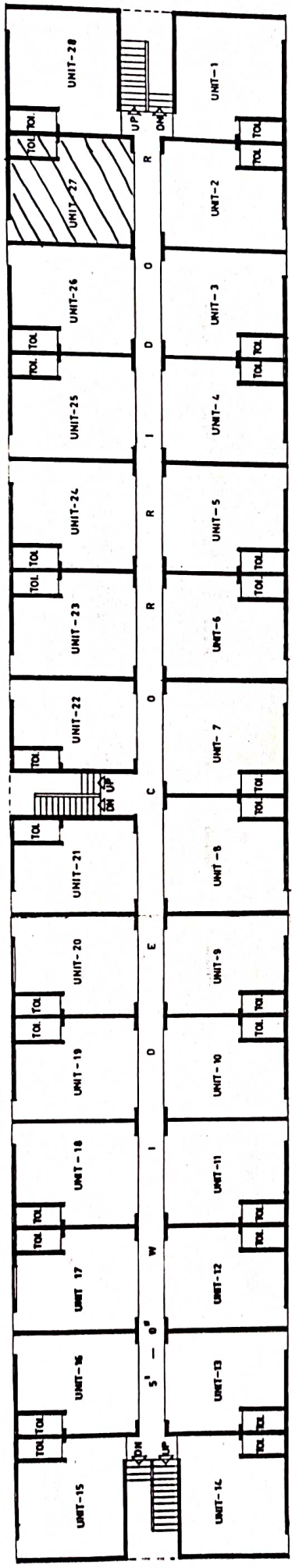
ALL THAT piece or parcel of vacant land or ground bearing Plot No.B/7. of the Estate known as The Lakshmi Industrial Estate situated lying and being in the Village of Pahadi near Goregaon, Taluka Borivili District Bombay Suburban, now in Greater Bombay, in the Registration Sub District of Bandra, containing by admeasurement 3,680 square yards (or 3,076.95 square meters or thereabout) and forming part of a larger piece of land bearing Plot No.B7 of the said Estate and also forming part of Survey No.161 of Village Pahadi and bounded as follows; that is to say ON or towards the NORTH by proposed 44 ft. wide Private Common Road and beyond that by Plot No.B/1 of the said Estate, ON or towards the SOUTH by plot No.B-D/6 of the said Estate ON OR towards the EAST by Plot No.B/6 of the said Estate and ON OR towards the WEST partly by Plot No.B/8 of the said Estate and partly by Plot No.B/9 of the said estate.

DATED THIS 30th DAY OF JULY 1993.

Sd/-
MANOJ BHATT
(ADVOCATE)



Unit
unit no 27 first floor.



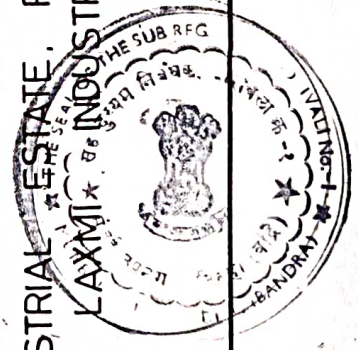
FIRST FLOOR PLAN
SCALE 1" = 16'-0"

PROPOSED SERVICE INDUSTRIAL ESTATE, PLOT NO. B/7, S. NO. 161(pt.)
OF VILLAGE PAHADI AT LAXMI INDUSTRIAL ESTATE GOREGAON (W.),
BOMBAY.

BIPIN S. BAROT
DIRECTOR
KALPANA CONSULTANT PVT. LTD
18, UNION BANK BUILDING
BOMBAY SAMACHAR MANS
FORT, BOMBAY - 400023



वदर-२
१६७६/१५/२३
२००२





क्रमांक ११ दिनांक २२ AUG 2000
व्यवसाय निपाटी निवासी जितेंद्र शंकर मोरे
वा. सो. मंग. (प. १) २२, लक्ष्मी नगर
दुर्गाक विहार २, २, २, २ N. S. Bhawani Sar
वा. सो. मंग. (प. १) २२, लक्ष्मी नगर Vjay Shirke
प. ०७२६०३२, ०७२६०३२

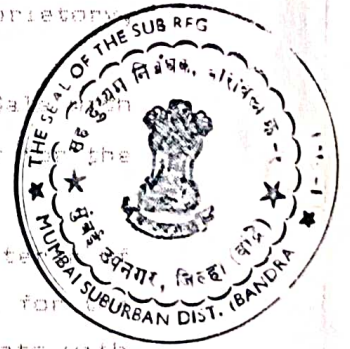
22 AUG 2000

बंदर-२
१६७९७८३३
२००२

SPECIAL POWER OF ATTORNEY

[Handwritten Signature]

Shri Jitendra Shanlerial Karchebhatt, an adult, Indian
inhabitant carrying on business from plot no 2/4/9 Jawahar Nagar,
Foregaon (West) Mumbai 400 062. Do hereby SEND GREETINGS:
WHEREAS I am engaged in the business of Construction and property
developers in the Mumbai and Thane Area on the proprietary
partnership or Joint Ventures with other parties.
AND WHEREAS my firms has to enter into Agreement for the Sale
various Flat/Unit Purchasers wherein I May be signatory
execution of the Agreement.
AND WHEREAS under the registered with the Sub Register
Assurance AND WHEREAS I am not able to remain present for
purpose of the registration/admission of the such Agreements with
various Flat/Unit Purchasers, therefore wish to appoint some fit
and proper person to act on my behalf, in my name and in my favour
in respect of being present for the registration only.



auth

बदर: २
 १६८८/१९/२२
 २००२

AND WHEREAS I, Shri Jitendra Shankarlal Brahmhatt, there
 hereby appoint, engage, authorise, empower nominate and constitute
 Mr VIJAY MAHADEO SHIRKE to be my true and lawful Attorney
 to do all such acts, deeds things, matters for the registration
 purpose only.

NOW THIS DEED WITHNESETH THAT

This Power of Attorney is subject to right of the revocation by
 the Executant for the following matters:

- 1) To remain present before the Sub- Registrar of Assurance, for
 the registration purpose only.
- 2) To execute Deed of confirmation and sign such deed or other
 documents if required for the purpose of the Registration only.
- 3) I do hereby authorised my said Attorney to be present for the
 registration and admit execution of any deed in this respect.
- 4) To enter into any deed, and lodge the above said Agreement
 alongwith Confirmation deed for the purpose of Registration only.
 AND SPECIALLY to do all such acts, deeds things matters as my said
 constituted Attorney shall deem fit proper, necessary of expedient
 for the purpose of registration only.

AND I, Shri Jitendra Shankarlal Brahmhatt, hereby agree and
 under to retify all such acts, deeds, things matters as my
 said constituted Attorney shall do or cause to be done by virtue
 of presents for the purpose of Registration only.

IN WITNESS WHEREOF THE EXECUTANT have signed this Deed of Power of
 Attorney on this day of 22 August, 2000 at Mumbai .

Withinnamed
 SHRI JITENDRA SHANKERLAL BRAHMBHATT.....)

in the presence of.....)

[Signature]
 EXECUTANTS.

1) Gaurav Joshi
 3rd Flr, Rajendra Ratna, S.V. Rd.
 Goregaon. W. Mumbai 62

2) Pankaj .K. Joshi
 8/2. Hari Ashish.
 R.-1. Lane
 Malad (W)
 Mumbai -62



[Signature]
[Signature]

BDR/695/2500

[Handwritten signature]

General Power of Attorney has been executed

By (1) Mr./M^{rs}. Jitendra

S. Brahmhatt And 45 Years

Occupation Business Residing at 59/5 Janghar Nagar Road no 4

In my District of Goseyaan (w) mem-62 Buzendee

Witnessed and proved by

(1) Shri Gaydar Joshi R/A 3rd Floor Rasendra Ratan SU Rd Goseyaan (w)

(2) Shri Pankaj K. Deshi R/A 5/2 Horn Ashish R. Lane
To my District of Malad (w) mem-65

[Handwritten signature]

① *[Handwritten signature]*

Note -

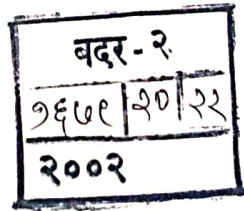
There is no other document in Interrelation
in this General Power of Attorney.

[Handwritten signature]

② *[Handwritten signature]*

Jitendra Sub-Registrar

22/8/2020 Borivali / Andheri, Mumbai Sub-Dist





दस्त गोषवारा भाग-1

02/04/2002

12:04:36 pm

1679/2002

दस्त क्रमांक :
दस्ताचा प्रकार : Agreement

अनु क्र. पक्षकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टसा

1 गौरव अरविंद जोशी हे मेसर्स हॅलोबेबी प्रा लि चे संचालक
302, राजेंद्ररत्न, एस व्ही रोड, गोरेगाव (प), मुं. 62 सही

Executant

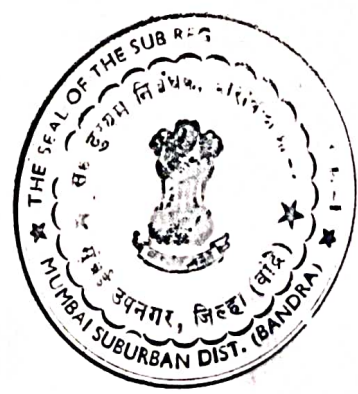


2 जितेंद्र शंकरलाल ब्रम्हभट्ट तर्फे मुखत्यार विजय महादेव शिर्के
शिर्के निवास, जोगेश्वरी (पु), मुं. 60 सही

Executor



बंदर-२
१६७९ २१ २२
२००२



दस्त गोषवारा भाग - 2

दस्त क्र. [बदर-2-1679-2002] चा गोषवारा
बाजार मुल्य : 777000 मोबदला : 450000 भरलेले मुद्रांक शुल्क : 77700

दस्त हजर केल्याचा दिनांक : 02/04/2002 11:57 AM
निषादनाचा दिनांक : 27/03/2002

दस्ताचा प्रकार : 25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 02/04/2002 11:57 AM
शिवका क्र. 2 ची वेळ : (फी) 02/04/2002 12:02 PM
शिवका क्र. 3 ची वेळ : (कबुली) 02/04/2002 12:03 PM
शिवका क्र. 4 ची वेळ : (ओळख) 02/04/2002 12:04 PM

दस्त नोंद केल्याचा दिनांक : 02/04/2002 12:04 PM

दस्ताऐवज करून देणार तथाकथित [करारनामा] दस्ताऐवज करून दिल्याचे कबूल करतात.

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्ताऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

- 1) सी व्ही सावंत , गोरेगाव (प), मुं. 104
- 2) नगीनदास चुडासामा , विलेपार्ले (प), मुं. 56

Signature
Nanda

दु. निबंधकाची सहाय्य
बोरीवली 1 (मालाड)

पावती क्र.: 1065 दिनांक: 02/04/2002

पावतीचे वर्णन

नांव: गौरव अरविंद जोशी हे मेसर्स हॅलोबेबी प्रा लि -
चे संचालक

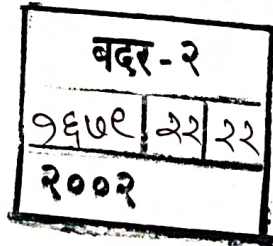
7770 : नोंदणी फी

440 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),

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

8210: एकूण

दु. निबंधकाची सहाय्य, बोरीवली 1 (मालाड)



बदर-२/१६७९/२००२
पत्तक क्रमांक १ क्रमांक जर
होदला.
दिनांक : २-४-२००२

सह दुय्यम निबंधक बोरीवली, १
मुंबई उपनगर जिल्हा.