

# Sale Agreement



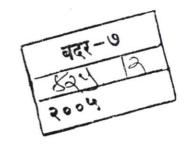
## ansal Housing & construction Lto.

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Regd. & Head Office: 15, UGF, Indra Prakash. 21 Barakhamba Road. New Deihi-110 001 Phones: 011-3352063-67, 011-3357103-06 • Fax: 011-3350847 e-mail: info@ansals.com • website: www.ansals.com



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ARTICLES OF AGREEMENT made at Mumbai this THIRTIETHDAY OF DECEMBER

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Between: ANSAL HOUSING &

CONSTRUCTION LIMITED an existing Public Limited Company Incorporated and registered

under the provisions of the Companies Act., 1956 having its Registered Office at 15 UGF, Indra Prakash, 21, Barakhamba Road, New Delhi-110 001 and its branch office at Hill Crest, Flat No. 2, N.S. Road No. 10, J. V. P. D. Scheme, Mumbai-400 049. Hereinafter referred to as "the developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part: And : Aevee Iron & Steel Works Private Limited an existing Private Limited Company incorporated and registered under the provisions of the Companies Act., 1956 having its Registered Office at Bal Rajeshwar Road, Model Town, Mulund (West), Mumbai-400 080. Hereinafter referred to as "the Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors) PAN No- AAJPS4925R. of the Second Part; And Mr. / Mrs. / Mrs. HEMANT BALCHAND SHAH C STORED CHAND C STO

residing at 104, ROYAL DUCH YOSI) HILLS, MULLUMOW F of having his/her/their Office/Residence at

"the purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs, executors, administrators or successors and assigns) of the Third part;

And whereas by an Indenture of Sub-Lease dated 10th February, 1971 made by and between the Late Mr. Lakhpatrai Agarwal as Sub-Lessor of the One Part and Mrs. Usha Rani Gupta, Ashok Devraj Gupta and Vijay Devraj Gupta, all carrying on businessoin partnership in the firm, name and style of M/s. Aevee Iron & Steel Works (then a Partnership firm registered under the Indian Partnership Act., 1932) as Sub-Lessees of the Other Part and registered under Serial No. 5269/71, Book 111 with the Sub-Registrar of Assurances,

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Mumbai, the Sub-Lessor demised unto the Sub-Lessees the property situate at Model Town Mulund (West) bearing Survey No. 254 (Part) and City survey No. 20-B admeasuring approximately 10,040, Square Yards equivalent to 8,395 Square Meters or thereabouts and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said property") being a part of the larger property demised under the Indenture of Lease dated 27th March, 1967 by the Nathu Lalji Charity Trust as Owners and Head Lessors (hereinafter referred to as "the Owners") of the One Part and Pranjivan Madhavji and five others therein referred to as "the Lessees" (hereinafter referred to as "the Predecessor-intitle" of the Late Lakpatrai Agarwal) of the Other Part for a term of 99 (Ninety-nine) years from the 1st April, 1966 at the rent and with an option for renewal for a further term of 99 (ninety-nine) years therein contained;

And Whereas the Company is the successor-in-title of the said um of N or Messis Aevee Iron & Steel Works in respect of the leasehold rights in respect the more particularly described in the Schedule hereunder written acquired by under the said Indenture of Sub-Lease;

And Whereas by an Agreement dated 22nd January, 1994 hade, by and between the Company of the One Part and Uttam Steels Limited (hereinunder referred to as Steel") of the Second part, the Company and Uttam Steel agreed to jointly develop the said property on certain terms and conditions agreed to between them;

And whereas the Company and Uttam Steel evolved a Scheme for Development of the said property with a view to constructing a 'Residential Complex' on the said property more particularly described in the Schedule hereunder written and selling Flats, Shops and other premises on what is popularly known as "Ownership basis" and transferring and conveying the Company's leasehold rights under the said Sub-Lease together with the buildings thereon to a Co-operative Society or a Limited Company to be formed of purchasers and registered under applicable law;

And whereas the said Lakhpatrai Aggarwal died leaving the larger property and his last will and Testament dated 7th day of November, 1988 by which he bequeathed the said larger property including the said property to his son Ramesh Aggarwal (hereinafter referred to as "the Sub-Lessor");

And whereas the Sub-Lessor obtained Letters of Administration to the estate of his said late father from the High Court at Mumbai under its Testamentary and Intestate Jurisdiction in petition No. 331 of 1989 and gave his written consent to the said Scheme of Development as outlined above to the Company;

And whereas pursuant to the Scheme of Development the Company obtained a Redevelopment No Objection Certificate No. C/ULC/DIII/22/52999 dated 18th July, 1995 from the Competent Authority under the provisions of the Urban land (Ceiling & Regulation) Act.,

And whereas on the Application made by the said Company the marginal surplus Land admeasuring 264.25 Square metres out of the said property was exempted by the Competent Authority under Section 20 of the Urban Land (Ceiling & Regulation) Act. 1976 from the provisions of Chapter III of the said Act., by its Order No. C/ULC/DESK-VI/SR-20/ IDC dated the 24th January, 1995 as amended by its Order/Corringendum No. C/ULC/D.III/ 22/5299 DATED THE 18TH JULY, 1995 Prosite Property

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And whereas pursuant to the Scheme of Development, the Company and Uttam Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Municipal Corporation of Greater Mumba Steel prepared and submitted to the Greater Mu Proposal for constructing the Residential Complex which was sanctioned CE/4150/BPES/AT dated 2nd May, 1995 and;

And whereas the said property has been converted from Industrial use to Residential use by Order issued by the collector of Mumbai;

And whereas by a Tripartite Agreement dated 20th March, 1996 made by and between Uttam Steel of the One Part, the Developer of the Second Part and the Company of the Third Part (hereinafter referred to as "the Tripartite Agreement") Uttam Steel with the consent of the Company transferred its rights and obligations as Joint Venturer to the Developer and thereby Uttam Steel withdraw from the project and all rights, powers, authorities and obligations of Uttam Steel became vested in the Developer to the intent and effect that the Developer and the Company would jointly develop the said property on terms and conditions. recorded in the Tripartite Agreement.

And whereas the Company and the Developer have entened late a Standard Agreement with M/s Hafeez Contractor, Architect (hereinafter referred to as the project Architects") registered with the Council of Architects and the said Agreements is as pending Agreement prescribed by the Council of Architects.

And whereas Developer has and also appointed Mehro Consultant as Structural Engineers for the preparation of the structural designs and drawings of the building and the Company have agreed to accept the professional supervision of the Architects and Structural Engineers;

And whereas in exercise of the powers and authorities reserved to the Developers the Developer has commenced preliminary work of development on the said property;

And whereas the title to the said leasehold land has been investigated by SHABBIR S. KAPADIA Advocates & Solicitors for the Company who have provided their Certificate of Title a print whereof is hereto "A" annexed and marked "Annexure 'A';

And whereas extracts from the Record of Rights and the property Register Card are hereto annexed and marked "B" collectively;

And whereas the purchaser being desirous of purchasing a Flat/Shop has read the provision of the said Indenture of Sub-lease dated 10th November, 1971 the said Agreement and has taken inspection of the said property and acquainted himself/herself/itself with the Scheme of development of the said property;

And whereas the purchaser hereby confirms that the Company and the Developer have produced all information and documents and have made full and true disclosure of all the items covered under Clauses (a) to (k) of Sub-Section 3 of the Maharashtra ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act., 1963 (Maharashtra Act. No. XLV of 1963) as amended by amendment hereinafter for brevity's sake to be referred to as "the said Act" as well as items covered under Clauses (a) to (g) or Rule 4 of the Maharashtra Ownership Flats Rules, 1964 hereinafter for brevity's sake referred to as "the said Rules" and the purchaser is satisfied with the same and has no further or

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a) The lumpsum purchase price payable by the Purchaser in accordance with the provisions of this Clause shall for convenience be paid by Demand Drafts drawn in favour of the Developer.

b) The Developer shall allot to the Purchaser upon written request being made by the Purchaser to the Developer (subject to availability) one car parking space under stilts or in the open spaces in the compound earmarked for parking of a car belonging to the Purchaser for such consideration and on such terms and conditions as the Developer shall decide in their sole discretion. The said Flat/Shop are hereinafter referred to for the sake of

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convenience as "the said Premises":

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It is specifically agreed that the apportionment of Rs. - (Rupees Six Laka fooling Six Thomas as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease, the intent of the parties being that the said premises are sold to and purchased by the Purchaser with all the appurtenant rights for the lumpsum 22,21,000 Twanty tus

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SUB REGISTAN The lumpsum purchase price is exclusive of electricity/water connection characteristics. connections/installation of Fire Fighting equipment as payable or paths the Corporation of Greater Mumbai and / cr the Maharashtra State Electricity Board and Government of Maharashtra as per Rules and Regulations to be paid proportionate. Flat Purchasers on demand by the sellers.

3. It is hereby expressly agreed that the time for payment of each of the latest installments of the purchase price as set out in Clause 2 the above shall be essence of the contract. In the event of the purchaser making any default in payment of the instalments of the purchase price, the Developers will be entitled to terminate this Agreement and in that event, all the monies (except the Earnest Money of Rs. ವಿ.ಎಎ, ಉತ್ತ (Rupees IND Like Twanty two Thousand, Outforder

Only) paid hereunder by the Purchaser shall be refunded to the Purchaser by the Developers (but without any interest, compensation, damage or costs) sixty days after the termination of this Agreement and the Developers will be entitled, irnmediately after the termination of this Agreement, to sell and / or dispose off the said premises in favour of any other party and the Purchaser herein will have no right to objection sale/disposal of the said premises by the Developers. Without prejudic above and the other rights of the Developers under this Agreement and/or in Developer may, at their own option, accept from the Purchaser the payment of the defaulted instalments @ 24% per annum for the period of which the payment have an delayed.

4. (a) The construction of the building and other structures upon the been sanctioned by the Municipal Corporation of Greater Mumbai aggregate of the F.S.I. as attributable to the said property. The Purchasers that if at any time prior to the execution of the said Deed of Assignmen Agreement, the Floor Space Index at present applicable to the said prounutilised by Developer or the same is increased due to any change of Development Control Regulations For Greater Mumbai, 1991 or und building control regulations or rules, the benefit thereof shall vest in to exclusively, without the Purchaser(s) being entitled to claim any rebate or in respect thereof, and the Developer shall be entitled to use such under Space Index or any part thereof for construction on the said property other purpose as it deems fit. The Developer have informed the Purchais in the process of acquiring Transfer of Development Rights Floor F.S.I.") and will as soon as such T.D.R. F.S.I. is acquired, amend prepare fresh plans with a view to consume such T.D.R. F.S.I. according Control Rules and any F.S.I. which is not available or may be available and will obtain LO.D. and Commencement Certificate from the Municipal Corporation of Greater Munibal through

property have e basis of the reby declare(s) provided in the remains par dification in y other laws or per alone and in any manner or further Floor wi re or for any at Developer ce Index ("T.D.R. exist g plans or he alopment

Concerned Authorities in respect of the modified plans or the fresh plans as the case may be. The Developer shall be entitled to and are hereby authorised by the Purchaser's to construct additional structures and/or floors upon any of the said buildings to be constructed upon the said property in accordance with Building Plans and Specifications sanctioned by the Municipal Corporation of Greater Mumbai and other Concerned Authorities and to sell flats and other premises on Ownership basis to prospective Purchasers and such prospective Purchasers shall be admitted and enrolled as Members of the Co-operative Society or Limited Company or Association of Flat Purchasers to be formed and registered under applicable laws;

b) The Purchaser(s) or any of the Purchasers of flats and other premises or the Cooperative Society or Limited Company or Association of Flat Purchasers as and when formed and registered shall not be entitled to object or obstruct the utilisation of T.D.F. or any further F.S.I. in the construction of additional floors upon existing buildings or inconstruction of any additional buildings and/or structures as aforesaid or the sale of lates and their premises on such additional floors or buildings, or structures to prospective Purchasers on such terms and conditions and for such consideration as the Developer may deem fit.

5. It is expressly agreed and understood by and between the parties that the apparent consideration for the purpose of the transaction under this Agreement, shall be and is Rs. 22,21,085 - /-(Rupees Two Lake)

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Donly) mutually agreed under Clause 2 to be paid by the Purchaser(s) to the Developer, that the said apparent consideration is the fair and reasonable market value of the said flat in the open market and when it would have one early fetched the same market value, and that the allotment of the said Flat to the Purchaser(s) is in fact a sale in the open market made by and between the parties hereto. It is further the agreed and between the parties hereto that the execution of the Deed of Assignment is a mere legal formality after formation and registration of the society, or Limited C any or Association of Flat Purchasers and the allotment of the said Flat to the Purchase. It is value on this date shall be the material data the purpose of Income Tax Act. 10

6. The dies hereto hereby agree and declare as follow

The position of the said premises shall be give Purchaser as license of office the READY to the availability of certain sideel, water for construction subject to strike vil con fon or a set of God such as natural calamity and act o ther call and the con-Developers fail to give the passession of the said premises such further date as may be autually extended, then it shall be to terminate this green which event the Developers shall to the Purchaser all nies paid by the Purchaser to the with simple interest per annum from the date of the instalments by the Dev ers and until such monies and inte shall be a charge on the aid property together with constant extend of the amounts the Purchaser.

Developers to the 138 ESSION subject er buing materials and inquak flood or any other of the velopers. If the the alores id date and/or option e Purchaser hon mand refund opers erein together ipt o · respective refune d, the same of any areon to the

b) The possession of the said premises shall be given by the Developer to the Prurchaser



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(s) subject to the building Occupation Certificate in respect of the said building in which the Flat is situate being issued by the concerned local body or authority, on or before but in any case upon the execution of the Deed of Assignment of the said property together with the buildings constructed thereon in favour of the Co-operative Society, or Limited Company, or Association ci Flat Purchasers to be formed and registered under applicable laws and comprising of Purchasers of Flats and other premises in the buildings constructed by the Developer upon the said property (including the said purchasers) and until such time the possession of the said property, the building constructed thereon, and the Flats and premises comprised therein (including the said Flat) shall be deemed to be that of the Developer alone and exclusively.

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The purchaser(s) shall be entitled to take possession of the said flat as contemplated in Sub clause (a) above, only if the purchaser(s) shall have duly observed and performed all the obligations and stipulations contained herein to be observed and performed on the purchaser(s) and shall have duly paid all the amounts payable the purchaser sylunder this Agreement.

d) Before taking possessions of the said flat and thereafter whenever required, the purchaser(s) shall sign and deliver all writings and papers as may be necessary; including Letters of possession, letters relating to electric meters, Transfer Forms and other papers for the formation and registration of the proposed Co-operative Society, or Limited Company or Association of Flat purchasers;

- e) Before taking possession of the said Flat, the purchaser(s) shall pay all the deposits payable to the Municipal Corporation of Greater Mumbai or the M.S.E.B. for permanent deposits or deposits for water connection and electricity charges which become payable in respect of the said Flat or the same shall be reimbursed to the Developer by the purchaser(s), who shall also pay proportionate share in respect of all payments made/or required to be made, by way of betterment charges, contributions, Municipal Taxes, property taxes including for land under construction, rates, cesses, charges and/or all other amounts in respect of the said property, and shall not raise any objection in respect thereof;
- f) Upon taking possession of the said premises and thereafter, the purchaser shall be entitled to use and occupy the said flat for the purpose for which it was agreed to be purchased, but without having any claim against the Developer as to specifications, amenities or any defects in the building or materials used in constructions of the building and the said flat;

g) The purchaser shall at the time of delivery of possession of the Flat pay to the Developers an amount calculated at the rate of Rs. Officery (Rupees Tweety Five Officery)

Square Feet (Carpet area) which amount together with the amounts paid by other purchasers at the aforesaid rate will be earmarked and utilised towards the maintenance and repairs of the Infrastructure and other common facilities and amenities described in the List hereto annexed and marked Annexure 'F'. The aggregate amount less the amount spent by the Developers on the maintenance and repairs of the Infrastructure shall be transferred to the Co-operative Society or the Limited Company when formed and registered under applicable laws and such amount will be retained by the Society for being specifically utilised towards the maintenance and repairs of the Infrastructure;

7. The purchaser(s) and purchasers of the other flats and premises in the building

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constructed upon the said property and other structures and additional floor buildings when constructed upon the said property shall join in forming and registerith a Co-operative Society, or Limited Company or Association of Flat purchasers (to be known

by such name as Company and Sub-Developers may decide, and for the purpose, the purchaser(s) shall sign from time to time other papers and documents and the Bye-Laws, or Memorandum And Articles of Association or Memorandum And Articles of Association, or Constitution of such Society, Limited Company or Association, and for becoming a member thereof, and return the same to the Company within ten days of the same being forwarded to the purchaser(s) and the purchaser(s) shall consent to any changes or modifications made in the draft Bye-Laws, or Memorandum And Articles of Associations, or Constitutions as may be required by the Registrar of Co-operative Societies, Registrar of Companies or any other competent Authority.

The purchaser(s) hereby agree(s) and undertake(s) to pay requiring the 8. or in case of formation of an Ad-hoc Committee [comprising of purchasers of plats a premises including the purchaser(s)], with the consent of the Developer to such Ad Committee, in advance on or before the 5th day every English Cale month when demanded or not, until the execution of the Deed of Assignment as hereinater stated as hereafter the purchaser(s) shall pay to the Co-operative Society or the Limited

Association of Flat purchasers, the proportionate share of the cost the cost of the Deed Assignment as the Developer or the said Society, or Limited Company or Association of Flat chasers, ma and of all rates, charges, levies assessed or imposed upon or in respect of the and/or the building constructed thereon, or for the use thereof, or upon the flat accupiers, caretakers, etc., thereof by any local body or the Government and payable either by the Developer, occupiers, Caretakers, etc., land/building and shall also y proportionate share of all outgoings in respect thereof viz. lease rent taxes, insurance sanitation, water charges, common lights, pumps, chowkidars, sweepers and all other come an expenses and other expenses as may be necessary and/or incidental to the management and maintenance of the said Flat and the said building in which the said Flat is situate and other buildings constructed upon the said property, and more particularly described in Ar exure 'E' annexed hereto, and shall indemnify, a op indemnified, at all times, the Developer in that behalf.

On receipt b by all purchasers of said property, all the p the Company and Deve incorpora ng a Co-oper the rights of the membe of Flat Purchasers as th under the Agreement, a thereof provided he such C perative S case be. The a arry any inte n favour of the s as aforesa

of the full payment of all the due and payable nd promises comprised in the building structed upon the sers of flats and other premises, include aid purchaser(s), er shall co-operate with the purchasers in i, registering or Society or Limited Company or Association at urchasers uch Co-operative Society or Limited Company or A ociation e may be, shall subject to the overall rights of the eveloper ne Deed of Assignment, or other deeds or otherwise pursuance or to the extent as may be permitted favour of y or Limited Company or Association or rch s, as the its paid by the purchaser(s) to the Develop ind Clause 17 and remain with the Developer until such Developer until such Developer ofA anment is o-operative Society, or Limited Company. SO n of Flat

the purchasers, hereby agree(s) and covenant(s) with the Developer that from and after delivery of physical possession of the said flat to the purchaser(s), the purchaser(s) shall:

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(a) Keep and maintain the said flat in good order, state, repair and condition

(b) Not do or suffer to be done anything in or to the said flat or the building in which it is situated, including terraces, staircase, common passages, or the open spaces thereof, which shall or may be contrary to or against the laws, rules, and regulations and Bye-Laws of the state or Local Body or any other authority;

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(c) Duly observe and perform all the terms and conditions as may be imposed by the State or Local Body or other authority, and pay all further or increased levies, charge or taxes;

(d) Not demolish or cause to be demolished any walls or other structures and prime or make or cause to be made any new construction, additions or alterations of white sever, nature on or in the said flat, the said building in which it is situate or any part thereof on change the elevation or the colour scheme of the said building or any balkonies, we randahs or galleries attached to the said flat, without the prior written consent of the Developer, and if it is found that the purchaser(s) has/have acted contrary to the various covenants under this Agreement or as a result thereof the Local Body or other authority and several balkonies to a said premise of the purchaser(s), and the Developer shall be absolved from their responsibility of obtaining the Building Completion Certificate, and shall not be liable to other purchasers of the said premises in the said building, in that behalf;

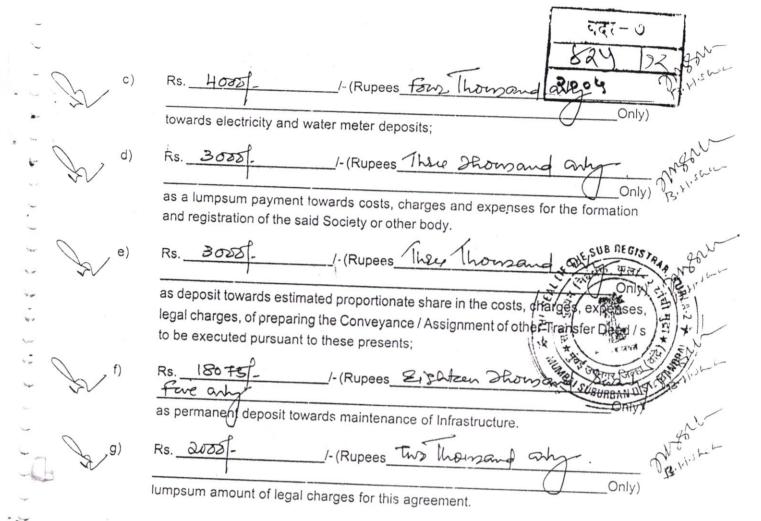
- e) At all times and at the purchaser's cost and expenses keep all partition walls, sewers, drains, pipes of and in the said premises and appurtenances thereto, in good tenantable repair and conditions, and in particular so as to support, shelter and protect the other parts of the said building, and shall not chisel or in any other marker damage the columns, beams, walls, slabs, or R.C.C. pardis or make other structural changes in the said Premises, Save and except with the prior written permission of the Developer and/or the Society or Body.
- f) Observe and perform the provisions of the Indenture of Sub-Lease dated 10th February, 1971 (without committing a breach) including payment of his/her share of the lease rent and taxes payable under the said Sub-Lease.
- 11. Nothing contained in these presents is intended, nor shall be construed, to confer upon the purchaser any right, title or interest of any kind whatsoever in, to or over the said premises or the said property or any part thereon such confermant shall take place only upon the execution of the Deed of Assignment of the said property more particularly described in the Schedule hereunder written with the buildings and structures standing thereon, including the said building. Such transfer being in favour of the Society/s or Body/s proposed to be formed, incorporated and registered under and in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960, or the Companies Act, 1956, as may be applicable, Such Society or Body shall be known by such name as the Registrar of Co-operative Societies, Registrar of Companies, Maharashtra or other Appropriate Authority under other applicable Act, may approve. The purchaser shall not prior to the execution of the Deed of Assignment, transfer by way of sale, lease or tenancy or license or part with the possession of the premises or any part thereof or create Third party Rights without the prior written permission of the Developer.

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12. The purchaser shall duly observe and per or Body that may be in force from time to time, the being in force of the Municipal Corporation of the other public body or any other local authority of and documents and do all other acts and this protecting the interest of the Original Lessee than dregistered.	Greater Mumbal or the Government and/or r body, and shall sign all necessary papers and strong time to time for safeguarding or
and expenses liable to be paid by the purchaser presents, the Developer shall have a possess premises so long as the same shall remain unput.  14. After all the premises in the said building and/or Body been formed and registered and at of the said premises in the said building/on the purchase price under their respective agreements the possession of the said seem of the said s	are sold and disposed of artifle Society are the purchaser and all other purchasers are company shall as a Sub bessee in lawfur assignment or such other Deed of Fransfer roperty more particularly described in the ructed thereon in favour or such Society or at the Developer shall join Confirmir g Party and building more particularly described in
condensenium to be because and registered pursi	o-operative Society or limited Company or uant to applicable laws in accordance with

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Lotus' at all times are the sa hall not be changed by the Purchasers of flats or premises in the said builing or by a Co-operative Society or Limited Company when formed and S registered. Society hall be named " hotus' operative H ng Society shall not be changed by the Purchasers or the Co-operative society. The Force or hereby confirm that prior to the executhis Agreement, the Purchaser fully atisfied about the title of the Company and the D to the said property described in the edule hereunder written. The purchaser share titled to investigate the title any furth reafter or rai objection or requi my matter relating thereto. The purchas ereby convenan the Owners mand, the following amounts before takir ossession of the towards the s e money, and Re as entrance fee: as deposit on account of lease rent payable under the Sub-Lease taxes and other outgoings, for a period of one year;



The aforesaid deposits and payments shall not carry interest. The account of amounts referred to above shall be made up by the Developer on the execution of the Conveyance / Assignment or other such transfer deed, and the balance, if any, after deducting therefrom, the amounts, if any, payable by the Purchaser to the Developer under and in accordance with the provision of this Agreement, shall be paid over by the Developer to the Society/s or Body/s or the adhoc Committee/s if any that may be formed, as the case may be. The Purchaser hereby covenant to pay such further amount or amounts to the Developer if any, of such deposits or payments referred to above get exhausted or is found to be insufficient to meet the expenses to be incurred by the Developer. The deposit mentioned at Item 'f" alongwith deposits from other Purchasers maintained in a Scheduled Bank and the said amount or part thereof and/or interest thereon shall be utilised towards maintenance of the Infrastructure. The aggregate of the said deposits or such balance and the unutilised interest thereon shall be transferred by the Developer to the Co-operative Society or a Limited Company to be formed of Purchasers in accordance with the provisions of these presents subject the Society/Limited Company giving an appropriate under-taking to utilise the deposits or the aforesaid purposed.

18. The Purchaser shall not be entitled to claim or demand any rebate and/or concession on any accounts, in the price and consideration of the said premises payable by the Purchaser to the Developer under this Agreement. The Purchaser shall have no claim upon all open spaces, lobbies, terrace, or other flats, shops, offices, garages, parking spaces, etc. (save and except the said Premises) which shall continue to remain the property of the Company and Developer until the said property and the said building and other buildings therein are conveyed and transferred by Assignment or other Transferred Deed to a Society/s of Body/s as provided hereinabove, subject nevertheless to the rights of the Company and Developer as hereinafter stated and hereby confirmed by the Purchaser.

B. H. Sheet

बदर - ७ The Purchaser hereby agrees and confirms that the Company and Develop have right until the execution of the Assignment or Transfer, to construct others. the said property and/or make additions or charges or put up additional storeys, terraces and structures on the said building and other buildings on the said property, as the Developer deem fit, without any objection hindrance or obstruction from the Purchaser, such other buildings and structures and such additions and changes shall be the property of the Company and Developer and if all premises in the said building and other buildings on the said property are not sold by Company and the Developer the same shall be at their disposal and they alone shall be fully entitled to sell or otherwise deal with and dispose off the same, in such manner to other as they Purchaser or Society/s of Body/s formed and repleted of incorporated as herein states, and such other persons, when recommended try the Developer shall be admitted as members thereof unconditionally as be an provided such Society/s or Body/s, if already formed.

So long as the said Premises shall not be separately assessed for property taxes 20. water charges, and other outgoings, the Purchaser shall continue to such sum or sums as may be determined by the Developer calculated on the trailing area of the said Premises, as the proportionate share thereof and other outgoings mentioned in the Annexure 'E' hereto assessed on the whole building. The decision of the Company Architect in determining such proportionate share of the Purchaser according to the builtup-area of the said Premises (including the balcony, veranda and common areas) shall be final and binding on the Purchaser. Until such determination, the Purchaser agreed to pay to the Developer. Rs. 3000]. 1-(Rupees Thre Thoman

per months, towards the proportionate share and contribution as above of the Purchaser and to pay the same within seven days from the date of demand thereof by the Developer without any deduction, objection or delay.

The Purchaser hereby agree that in the event of any amount by way of betterment 21. charges, development tax or any other levy or as premium or security deposits, becomes payable to the Mumbai Municipal Corporation or the Government Electricity Board, Mahanagar Telephone Nigam Limited, or to an Body, for the purpose of giving water, electric, telephone connection or any other tax or payment of similar nature becoming payable by of the said building, the same shall be reimbursed by the purch. proportion to the built-up area of the said Premises and in determine decision of the Project Architect shall be conclusive and binding  $\boldsymbol{\theta}_{i}$ Purchaser agrees to pay within seven days of demand, without an delay, such proportionate share of such deposits and costs to the

The Purchaser hereby agrees that in the case the Govern 22. apply Sales Tax or any other tax on Sale of flats /shops offices becomes payable in relation to the said Premises the Purchase immediately on demand being made by the Developer and until su remain unpaid or deposited by the Purchaser in a separate account Purchaser shall not be entitled to be put in physical possession of expressely agreed that the legal obligation and liability to pay or to towards the aforesaid Sales tax or such other tax on sale of flats/ be that of the Purchaser alone with interest and Penalty, if any, a

Maharashtra State her Public or Local for any other utility. eveloper in respect to the Owners in such amount, the e Purchaser. The action, objection or oper.

nt of Maharashtra if any such tax pay the same e the same shall e Developer, the Premises. It is y contributions ces etc., shall ss or damage

arising to the Developer an account of non-payment thereof in time of otherwise. Purchaser shall be reimbursed to the Developer on demand by the Pu

chaser.

The Furchaser shall not use the said Premises or any part th 2004 same to be used for any immoral, or illegal purpose, or in a manner which may be or is likely to a cause for nuisance or annoyance to the Occupiers of other premises in the said building or to the company or occupiers of the neighbouring building on the said property and/or adjacent property/properties. The purchaser shall not throw dust, rubbish, garbage or other refuge or permit the same to be thrown from the said premises in the compound or any portion of the said building, so as to create any nuisance or cause annoyance to other occupants in the said building or the adjoining building or buildings.

In the event of Society/s or Body/s being formed and registered princes provided herein before the sale and disposal by the Developer of all the premises etc said building and in other buildings constructed on the said property, and unit execution o Assignment and handling over judicial possession thereof by the Developerative power and authorities of such Society/Body or of the Purchaser of the said premises and Euronas of the other premises in the said building and in other such buildings shall be subjective the overall control of the Developer about all or any of the matters concerning the said building the construction and completion thereof and all amenities appurtinant thereto, and in particular, the Company and Developers shall have absolute authority and control, as regards the unsold flats etc., and the disposal thereof, as provided above.

- M/s M.T. Miskita & Company, Advocate & Solicitors for the Developer shall prepare, 25. engross and/or approve the Deed of Assignment or transfer of the said Sub-Lease and all other documents which are to be or may be executed in pursuance of this Agreement. The Purchaser shall bear pay and contribute towards all costs, professional charges, fees and expenses for the formation and registration or incorporation of the said Society/s of Body/s and the costs of Stamping and registration of this Agreement and all other Agreements and assurances, and of the Assignment or other Transfer Deed or Deeds, or any other document required to be executed by the Company and Developers or the Purchaser or the said Society or Body, and the entire professional costs, charges and expenses and other cests and expenses including Stamp Duty and registration fees, and deresaid, shall be borne and paid exclusively by the said Society or proportionately by the Pure of the other premises in the said building and other building on the and all the purcha: that the Developer shall not contribute anything towards any such operty, to the intent share of such costs, charges and expenses that may be payable by he proportionate paid by the Purchaser immediately on demand. urchaser shall be
- 26. The Owner hereby confirms the Agreement recorded here Shop to the purchaser for the consideration and on terms and condit

sell the said Flat/ herein contained.

The purchasers agree that any indulgence, forbearance delof the Developer in enforcing the terms and conditions of these pres to the purchaser shall not be constructed as a waiver of the breach conditions of these presents nor shall waiver in any way prejudice the

ault on the part grant of time ie terms and e Developer.

28. All notices to be served on the purchaser as contemplated be deemed to have been duly served if addressed to the purchas postal charges, under Certificate of posting, at the following addre Mr./Mrs./Ad/s. HEMANT. B.

ement shall nt by prepaid

MALANDA

It is clearly understood between the parties that any letters or other company by the Developers to the purchaser as aforesaid will be deemed to have been received by the purchaser notwithstanding change in the address of the purchaser unless the purchaser has previously notified the Developer in writing the change in his/her/its address and the new address.

After the possession of the said premises is handed over to the purchaser or after 29. execution of Assignment of other such Transfer Deed/s as aforesaid, if any additions or alterations in or about or relating to the said building/s or in any unit therein are required to be carried out by or at the instance of the Government, the Municipal Corporation or any Statutory Authority, such additions or alteration shall be carried out by the purchaser in respect of the said premises and all other purchasers of the other premies it case the same relate to the said Building/s at their own costs, and not by the property to shall be said Building/s at their own costs, and not by the property to shall be said Building/s at their own costs, and not by the property to shall be said Building/s at their own costs, and not by the property to shall be said Building/s at their own costs, and not by the property to shall be said by the property to shall be said Building/s at their own costs. in any manner be liable or responsible for the same or any part thereof

This Agreement shall always be subject to the provisions contained 30. Maharashtra Ownership Flats Act, 1963, and the rules in force there who was a supplementally the supplementa

provisions of the law applicable there to.

The stamp Duty, registration charge and other expenses of and incidental to this Agreement, and the Deed of Assignment and the registration thereof, shall be borne and paid by the purchaser alone. The purchaser shall bear and pay the Professional fees or charges of the Purchaser's Advocates/Solicitors, and of any other persons engaged or employed by the Purchasers.

After execution of this Agreement, the same will be presented and lodged with the Sub-Registrar of assurances at Bandra/Mumbai for registration thereof by the purchaser, who shall pay the necessary stamp Duty and registration charges and other fees in respect thereof, and shall intimate to the owners the lodgement number and date in case the Agreement is lodged by the Purchaser, immediately thereafter, for the purpose of admitting the execution hereof by the Owners. If the Purchaser shall fail to do so, the Owners shall not be responsible thereof and the consequence arising therefrom.

In witness Whereof the parties hereto have hereunto and to duplicate hereof set and subscribed their respective hands and seals the day and year that hereinabove written.

Mysell 1

## The Schedule Above Referred To :-

All those pieces or parcels of land or ground bearing Survey No. 254 (Part) and City Survey No. 2:18 admeasuring 10040 Square Yards equivalent to 8395 Square Metres or thereabouts situated at Bal Rajeshwar Road, L.B. Shastri Marg, Mulund (West), Mumbai 400 080 and bounded by as follows:-

On or towards the North

by the property of

Ganesh Flour Mills

On or towards the East

bounded by 90 feet Road

On or toward the South

by the property bearing

Survey No. 253

On or towards the West

by the property of Mr. Pandit



बद्र-७

#### IN WITNESS WHERE OF

The developer, The company the purchasers have here unto set & subscribe hands & seal the day & year first here in above written.

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824	900
b set & subscrib	ed thei

SIGNED SEALED by the withinname Aevee Iron & Steal In the presence of SIGNED SEALED by the withinname Aevee Iron & Steal In the presence of SIGNED SEALED by the withinname Mr. / Mrs. / M/s. H	D AND DELIVERED  ed "Company"  el Works Private Limited  of  D AND DELIVERED  ed PURCHASER  EMANT BALCHAND  AVNA HEMANT SHAH.	Ehming SUB HIS SUB HIS SUB URB	
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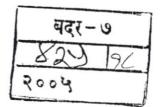
For ANSAL HOUSING

TRUCT | | LIMITED

Authorise

#### ANNEXURE "A"

Shabbir S. Kapadia Advocate & Solicitor 202/5, Deccan House, Behind Coln tea House, Off Turner Road, Bandra (West), Mumbai-400 050 Tel.: 640 03 25 / 643 54 03 Fax: 640 30 30



### TO WHOMSOEVER IT MAY CONCERN.

I have investigated the title of M/s. Aevee Iron & Steel works private Limited (her inafter called "the Company") to the property situated at Muiund and described in the Schebul hereunder and I have to report as under :-

The Company is entitled to the leasehold rights to the property described for for a term of 90 years commencing from 1st November, 1971 at the rentiterms condition and covenants contained in the Indenture of Sub-Lease dated 10th Neverther, 1971 registered with the Sub-Registrar of Assurances at Mumbai under No. 5629 on 2 December, 1971. The Said Indenture of Lease provides that the Sub-Lease shall have option for renewal for a further period of 99 years on expiry of the period of the said Sub-Lease Subject to payment of the revised rent and on the terms conditions and covenants contained in the said Indenture of Sub-Lease.

The Company's former Director M/s. Ashok Devraj Gupta and Vijay Devraj Gupta have made a Declaration dated 17th February, 1997 setting out all the relevant facts pertaining to the title of the said Company to the said property right from the date of grant of the said Sub-Lease upto the date hereof.

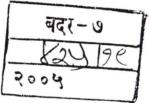
The Company's present Director Mr. Praveen Mighlani has also made a Declaration dated 10th March, 1997 setting out all the relevant facts pertaining to the title of the property as also the user of the said property available under the Development Plan of the Bombay Municipal Corporation as also the right of the company to develop the said property in accordance with the orders passed by the competent Authority una Urban Land Ceiling and Regulation Act, 1976. I am informed by Mr. Praveen Mighina and the company has agreed to the develop the said property jointly with Ansal Housing with a view to selling flats and other premises on what is popular onstruction Limited Basis' in Buildings to be constructed on the said property. wn as 'Ownership

I have perused the notes on the searches taken from the Bombay Suburban District as also the Sub-Registrar of Associated requested by the company I have not published the usual notice in papers as the company had already published such notices thre local news papers and the said Advocates have received no claim the said notices as stated in the said Declaration of Mr. Praveen  ${\mathbb N}$ 

ds of the Collector, es at Bombay, As laims in the news eir Advocates in e publication of

Relying on the statements and representations made in the Ashok Devraj Gupta and Mr. Vijay Devraj Gupta as also in the Praveen Mighlani, after perusing the certified copy of the Indenture copies of the other documents produced, I certify that subject to wh the title of the company to the said property in marketable and free from all incumbrances and claims and demands.

claration of Mr. on made by Mr. ease and xerox



### THE SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land or ground bearing Survey No. 254 (part) and City Survey No. 20-B admeasuring 10,040 square yards equivalent to 8395 square metres or thereabouts situated at Bal Rajeshwar Road, L.B. Shastri Marg, Mulund, Mumbai 400 080 and bounded by as follows:

On or towards the North

by the property of Ganesh Flour Mills.

On or towards the East

bounded by 90 feet Road.

On or towards the South

by the property bearing Survey No. 25334E SUB REGISTA

On or towards the West

by the property of Mr. Pandit.

Dated this 11th day of March, 1997.



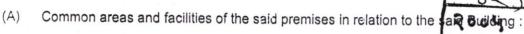
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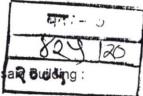
Mr. S.S. Kapadia, Advocate & Solicitor.



Duggirismer.

#### ANNEXURE "C"





- The portion of the said property on which the plinth of the said Building shall (a) be constructed, and the common service lines such as electricity, water, drainage, common recreation areas.
- (B) The following facilities which will be located throughout the building:
  - Water tank located on Ground Floor of the building: (1)
  - Plumbing net-work throughout the Building: (2)
  - (3)
  - (4)
  - Electric wiring net-work throughout the Building:

    Necessary light, telephone and public water connections

    The foundations and main walls, columns, girders, beams and main walls. (5)building: and
  - All apparatus and installation existing and/or installed for common use. (6)
- The following facilities located in each one of the upper floors are restricted common (C) areas and facilities restricted to the premises of respective floor:
  - A lobby which gives access to the stairway from the said premises.
- N.B.: The aforesaid statement is tentative and is liable to change in the event of their being change in the layout of the said Property and/or in the building plans of the said Building.



Med Work

#### Annexure 'D' **SPECIFICATIONS**

बद्र – ७

Type of Construction

: RCC Frame structure bricks.

Room Finishing & Flooring Living Room and Bed Rooms

: Granomite/Marble/Ceramic flooring in living room and ceramic tiles in pleasing shades in bed room.

Woodwork

: Main entrance door shall be decorative flush door with one side vincar with decorative moulding, other doors shall be solid flush THE SUB REDISTRA doors with paint.

Windows & Glazing

: Aluminium Powder coal (those exposed to rains)

WALL FINISHING

Interior Finish

Cement Plaster shades in Plastic Emulsion

Exterior Finish

: Permanent finish

TOILET

Flooring

Walls

Ceramic tiles flooring in pleasing shades.

Door height ceramic dado.

Sanitaryware

Off white sanitary ware

C.P. Fittings

Modern elegant single lever fittings.

KITCHEN

Flooring

Baroda Green / Ceramic Tiles

Counter

Black Granite with stainless steel sink

Dado 2' above the counter

Ceramic tiles

Lifts

: Modern elevators with genset back-up (tastefully done interiors), Granite design flooring outside the lift lobby (on each floor).

Electricals

: Concealed conduit wiring. Sufficient power and electric points in all the rooms, Two cable T.V. points and two telephone points in each apartment. All the rooms are provided with A.C. points.

Plumbing

: Concealed plumbing for hot and cold water pipe system.

DB.H., her

#### Annexure 'E'

1. The expenses of maintenance, repairs, redecoration etc., of the pullar particular, the roof, gutters, rain water pipes of the building, water pipes, electric wires.

- 2. The cost of cleaning and lighting the passages, landings, staircase, entrance lobby, service floor and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
- The cost of cleaning and lighting the compound and roads.

4. The cost of painting and redecorating the exterior of the buildings HE SUB REGIST

5. The cost of working and maintaining of light and service charges

6. The cost of working and maintenance of other lights, electric charges.

7. The cost of salaries of clerks, chowkidars, bill collectors, sweeper support

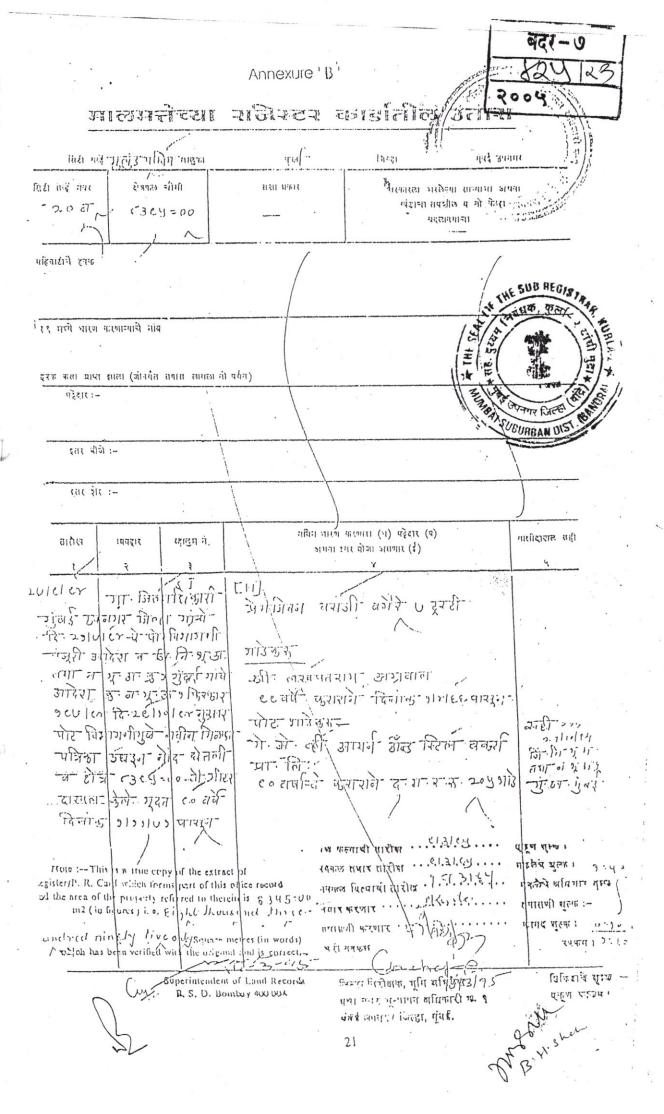
8. Lease Rent payable under the Sub-Lease dated 10th November 1971.

9. Municipal mer taxes.

10. Insuracne colding.

- 11. Cost of water meters or electric meters and/or deposit for water drainage or electricity.
- 12. Cost common amenities/Infra aure.
- 13. Such oth as are necessary or incidental for the maintenance and unkeep of the building.

6 N. Shall



Rota : 5000 (Came J18 : 28.9.95) overshiping on the

HUMACLPAL CORPORATION OF GREAT BOMBAY

FUNU: "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACCUPAGE HO.CF/ 4/150 /HPES/AT.

3 131 193 COMMERCEMENT CERTIFICATE

बदर-७

PD. Gupta c.n.to Mls. Acvee Iron 2- steel works put Ctil. . 5 Sir,

With reference to your application Ho.

dated 6.994. for Development Perminston and of the dated Commencement Certificate under section 45 and 69 of the day have Regional 4 Town Planning Act 1966, to carry out development building permission under section 146 of the Bombar Townic Ballong permission under section 146 of the Bombar Townic Ballong permission act, 1868 to creek a building in-Building Holding Formation Composition Act, 1868 to creek a building in-Building Holding Proposition Act, 1868 to creek a building in-Building Holding Permit is granted on the Commencement Commencement Commencement of the Suburban Commencement of the solutions of the endorsement of the solutions.

1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.

2. That no new building or part thereof minil be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.

- The commencement certificate/development permission shall remain. valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vost in you
- This Cons. . Hicate is renewable every year but such. extended period : 1:bc . case exceed three years provided further becamisaton and bar any subsequent application for fresh 44 of the Maharashtro Regional & Town 011 Planning Act, noction
- This Commission
  - to be revoked by the Muni
  - (a) The Jave Lopment work ed under this cer the
- 1 1 1 1 1 W respect of which permission to in not carried out or to with the sanctioned plans
- (b) Any of the condition : of the restriction of the condition of an: Co. CG led with.
- imposed by the Muni Dombay is contravened or
- (c) The the same is of th. mission resembation deriving this to the be deemed to have contravention of Regional & Town P.

1 . . . . . for Greater Dombay is satis by the applicant through fro the applicant and every por under him in such an event cried out the development world in 43 or 45 of the Mahara ig Act, 1965.

बदर-७ <u>४२५</u> २८ २००५

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Here In Shall it shal

## MUNICIPAL CORPORATION OF GREATER FIUMB No: CE/ 4150/BPES /AT

То, Shri Mukesh Shah 7 Vishwa Mohini, 1st floor, N.S.B. Road, Mulund [W] Munbai - 80

> Sub:- Full occupation permission for building No A Building Property bearing CTS No. 20
> 'B' of Village Muhand [W] at 27.45 mtrs white Ja Property bearing CTS No. 20
>
> Mumbai - 80 Mumbai - 80

Sir,

That Full develope bearing CTS No 20 'B' Mulund [W], Mumb CA/82/6764 may be

consisting of Wing A & B comprising of Spit 4-14 floors on land Mulund [W], at 27.45 must ideal Reproduction Model Town the supervision of yourself Licensed Achitect, License No Howing conditions:-

1. That the certicate sec.270-A of the Mumbai Municipal Corporation Act shall be submitted with 3 months.

2. That the remaining Terms and conditions of layout shall be complied with before asking occupation to the balance development in the layout.

A set of certifie completion

is returned herewith in token of Musicipal approval.

Note: This permission is issued without andice to actions under sections 30 3-A of Mumbai Municipal Corporation Act.

Yours land

12 2 JUN 2004

Executiv Building Propos

neer tern Subs]

Copy forwarded an informati

Owner

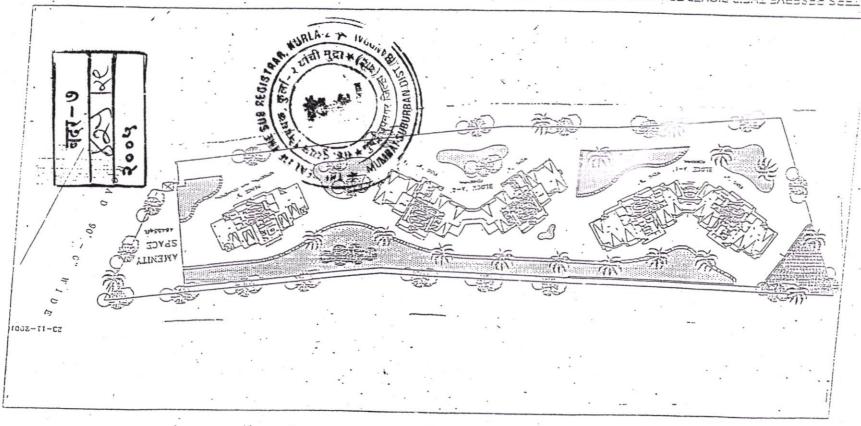
M/s Ansal Housing a enstruction Ltd , C. A to Mas Ac Vee Iron &

1 W ks Pvt.Ltd.

Building Prop

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JOR OF A WING FLATING, 201 ON THE SECONT



WHISPERING MEADOWS, MUUN ACTOR PAYMENT PLAN FOR BLDG. (A) 004

## INTEREST FREE CONSTRUCTION LINKED PAY PLAN

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On Offer of Possession	05%
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January 2005.

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20/01/2005

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दस्त गोषवारा भाग-1

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दस्त क्र 425/2005

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4:55:08 pm

कुर्ला 2 (विक्रोळी)

दस्त क्रमांक :

425/2005

दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

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दस्त क्रमांक (425/2005)

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निबंधकाची सही, कुर्ला 2 (विक्रोळी)

र. द. खोडके

दिनांक:20/01/2005

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

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नांव: हेमंत बालचंद्र शाह -

22210 :नोंदणी फी

दस्त क्र. [वदर7-425-2005] चा गोषवारा

बाजार मुल्य :1945500 मोबदला 2221000 भरलेले मुद्रांक शुल्क : 94800

दस्त हजर केल्याचा दिनांक :20/01/2005 04:48 PM

निष्पादनाचा दिनांक : 30/12/2004 दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 20/01/2005 04:48 PM शिक्का क्र. 2 ची वेळ : (फ़ी) 20/01/2005 04:53 PM शिक्का क्र. 3 ची वेळ : (कबुली) 20/01/2005 04:54 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 20/01/2005 04:54 PM

दस्त नोंद केल्याचा दिनांक : 20/01/2005 04:55 PM

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळखं पटवितात.

1) अरूण सांगुर्डेकर - - ,घर/फ़लॅट नं: 5, कृष्णाई अपार्ट., नवघर रोड, मुलुंड (पू) मुं 81.

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः

शहर/गाव:-

तालुकाः -

पिन: -

,घर/फ़्लॅंट नं: 5, कृष्णाई अपार्ट., नवघर रोड, मुलुंड (पू) मुं 81. 2) शैलेश शाह- -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-तालुकाः -

पिन: -

र्ला 2 (विक्रोळी) द. खोडके

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बदर ७ इस्तक कमांक १ कुमांकवर

नोंदछा 20 विनांक

> मह दुय्यम निबंधक कुर्ला-२ मुंबई उपार जिल्हा.

र. इ. इने