

lokhandwala

THE  
NEIGHBOURHOOD

of 1

# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 285715

Receipt Date : 27-JAN-05

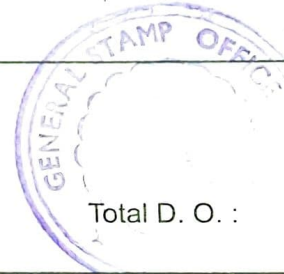
Received From : S. KUMAR

On Account of : SALE OF STAMPS

Counter No. 7

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
CA					1,000.00

**DELIVERED**



Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)
1	<b>SPECIAL ADHESIVE</b>	1	1000	1,000.00
Total :				1,000.00
1000		<b>One Thousand only</b>		

Rs. :

Rupees :

**V. S. WAGHALE**

Note : At the time of Registration, please produce the original receipt before the

Sub-Registrar.  
Cashier / Accountant

Signature / Designation

**AGREEMENT**

AGREEMENT made at Bombay this 23<sup>rd</sup> day of February 2005  
BETWEEN LOKHANDWALA CONSTRUCTION INDUSTRIES <sup>Pvt.</sup> LIMITED, a  
Company incorporated under the provisions of Companies Act 1956, and having its  
registered office at 48, Indranarayan Road, Santacruz (West), Bombay - 400 054,  
hereinafter referred to as "THE DEVELOPERS" (which expression shall, unless it be  
repugnant to the context or meaning thereof, be deemed to include its successors and  
assigns) of the ONE PART: AND MESSRS./ MR./MISS./MRS.

*Mr. Sharad Kumar*

a firm/company registered under the provisions of the Indian Partnership Act/Companies  
Act 1956, of Bombay, Indian Inhabitant, hereinafter referred to as "THE ALLOTTEE"  
(Which expression shall, unless it be repugnant to the context or meaning thereof, be  
deemed to include the partners for the time being of the said firm, the survivors or  
survivor of them and their respective heirs, executors, administrators and assigns and the  
successors and assigns of the Company and the heirs, executors, administrators and  
assigns of the individual) of the OTHER PART :

(1)

*Sharad Kumar*

*[Handwritten signature]*

*Smt. U.V. PATIL*  
Proper Officer  
General Stamp Office, MUMBAI

7  
285515

RS. 1000/- R. O. e Thousand Only.  
GENERAL STAMP OFFICE  
TOWN HALL  
FORT, MUMBAI  
MAH-GSO/0065  
INDIA  
STAMP DUTY MAHARASHTRA  
9247 SPECIAL TELETYPE ADDRESSIVE  
187185 JAN 27 2005  
P.B. 1028  
R. S. 0001000

WHEREAS The Bombay Gowrakshak Mandali, a Society registered under the provisions of the Societies Registration Act, 1861 and also a public charitable trust registered under the provisions of the Bombay Public Trust Act, 1950 (hereinafter, for the sake of brevity, referred to as "the said Trust") is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to *inter alia* the lands situate, lying and being at Village Akurli, Kandivli (East), Bombay City and Bombay Suburban, (hereinafter, for the sake of brevity, referred to as "the said lands") and more particularly described in the First Schedule hereunder written,

AND WHEREAS by and under an Agreement dated 13th December, 1984, made between the Trustees of the said Trust of the one part and Siraj T. Lokhandwala of the other part, the said Trust granted the rights of development of the said lands to the said Siraj T. Lokhandwala, upon the terms and conditions and for the consideration stipulated in the said Agreement,

AND WHEREAS the said Siraj T. Lokhandwala had entered into the said Agreement as one of the Directors and for and on behalf of the Developers herein and had intimated the said Trust about the same by his Advocates' letter dated 11th January 1985, addressed to Advocates of the said Trust.

AND WHEREAS after getting all the necessary sanctions including sanction from Charity Commission the Developers have commenced construction on the said plot of land of the building to be known as THE NEIGHBOURHOOD consisting of stilt, ground and several upper floors on the property more particularly deserted in the Second Schedule hereunder written ("hereinafter referred to as the said property")

AND WHEREAS the Developers are entitled to sell and intend to sell on ownership basis, flats/shops/car parking spaces/garages/stilts/units and all other premises for the consideration and on the terms and conditions as the Developers may deem fit and proper.

AND WHEREAS at the request of the Allottee by Agreement for Sale dated 19/01/05 executed by and between the parties hereto, the Developers have agreed to allot on ownership basis flat/~~shop/unit~~ bearing No. 404 on the 4<sup>th</sup> floor, in the proposed building known as The Neighbourhood - ~~1/2/3~~ wing A/B/C/D being constructed on Plot - HD1 (pt.) of sector No. III (hereinafter referred to as the said premises) for the consideration and on the terms and conditions set out therein.

AND WHEREAS the Allottee has approached the Developers for sale of stilt parking/ ~~open parking~~ bearing No. 47 at the stilt level of the building known as The Neighbourhood - 1/2/3 wing ~~A/B/C/D~~ being constructed on the said property more particularly described in the Second Schedule hereunder written;

AND WHEREAS prior to the execution of these present the Allottee has paid to the Developer a sum of Rs. 20000/ being the sale price of stilt parking/ ~~open parking~~ No. 47 agreed to be sold by the Developer to the Allottee (payment and receipt whereof the developer do hereby admit and acknowledged);

AND WHEREAS the Developers have informed the Allottee that Developers have entered into separate agreements with several other persons and parties for sale/allotment of stilt parking and/or other parking spaces/garages and in the said building The Neighbourhood,

AND WHEREAS Developer have informed the Allottee that thought they have sold the stilt parking/ open parking under separate agreement Allottee will not be entitled to sell the stilt separately and it will always go alongwith the flat allotted to the allottee under abovementioned agreement;

AND WHEREAS the parties hereto are now desirous of recording the terms and conditions on which the Developers have agreed to allot the said stilt parking/ open parking space to the allottee in the manner hereinafter appearing;

NOW IT IS HEREBY AGREED DECLARED RECORDED AND CONFIRMED BY THE BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Developers hereby agree to sell and allot to the Allottee and Allottee agree to acquire and take the allotment from the Developers of the stilt parking/ ~~open parking~~ No. 47 at the stilt level of the wing ~~A/B/C/D~~ of the building The Neighbourhood - 1/2/3 which is being constructed on the said property more particularly described in the Second Schedule hereunder written for the total consideration of Rs. 20000/ (Rupees Twenty thousand only ~~only~~) paid on or before executing these present (payment and receipt whereof the Developer do hereby admit and acknowledge). The said stilt parking/ ~~open parking~~ No. 47 is delineated with red coloured boundary line on the plan thereof hereto annexed and marked as Annexure —.



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2. It is hereby agreed by and between the parties hereto that possession of the said stilt parking/ open parking shall be handed over on Feb. 05.

3. The Allottee further agrees to use the said stilt parking/ open parking space only for the purpose of parking the Allottee's own vehicle. The Allottee agrees not to use the same for any purpose, which is not permitted under law.

4. The Allottee is aware that after sale of all the flats/shops/parking spaces the Developer shall form and/or Register Cooperative Housing Society or Company as stipulated in the Agreement dated 19/01/05.

5. The Allottee further agrees that upon formation of the society as set out under the Agreement dated 19/01/05 he/she/they shall not be entitled to claim for issuance of separate share certificate for the stilt parking/ open parking on the basis of this agreement. He/she/they further agrees that the flat/unit/shop purchased under agreement for sale dated 19/01/05 and stilt parking/ open parking purchased and/or allotted under these present shall be comprised under the same share certificate and one consolidated share certificate shall be allotted to him/her/they.

6. The Allottee agrees and confirms that at no point of time he/she/they shall be entitled to claim bifurcation of the share certificate.

7. The Allottee agrees and confirm that he/she/they shall not sell the flat and the said stilt parking/ open parking separately to two different persons. And it is agreed that in the event of such sell society will not recognize the person whom the stilt parking/ open parking is sold separately nor shall the society be liable to give no-object to such sell.

8. It is hereby agreed by and between the parties hereto that save and except what is stated herein all other terms of the agreement dated 19/01/05 which are not specifically set out herein shall "Mutatis Mutandis" apply to this agreement, and shall form part and parcel of these presents.

9. The Allottee shall be liable to pay and hereby agrees and undertakes to pay all the cost, charges and expenses including stamp duty and registration charges payable on this Agreement and on all other documents and writings to be executed in pursuance hereof and for lodging this Agreement and all such documents and writings for registration and having the same registered and all other expenses incidental thereto and shall indemnify

the Developers and shall keep the Developers indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto. The Allottee shall lodge this Agreement for registration within four months from the date hereof and the Developers will attend the sub-registry and admit execution thereof after Allottee informs them the number under which it is lodged.

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of land or ground bearing old CTS Nos. 171/1 to 171/10, 171/10/1, 171/11 to 171/40, 192, 192A, 192B and 192B-1, 193, 193/1, 194, 194/1 to 4, 195/A, 195/B & 195/B-1 collectively admeasuring 8,52,224.80 Square Metres or thereabouts, situate lying and being at Akurli, Kandivli (East), Mumbai 400 101, in the Registration District and Sub-district of Bombay City and Bombay Suburban District, and bounded as follows :

- On or towards the East by : C.T.S. No.87, Reserved for Forest.
- On on towards the West by : C.T.S. No.168, C.T.S. No. 170 &  
C.T.S. No.163A.
- On or towards the North by : C.T.S. No.182, C.T.S. No.174E and  
60'0" wide Akurli Road.
- On or towards the South by : the boundary of Village Malad.

THE SECOND SCHEDULE ABOVE REFERRED TO :

FIRST :

ALL THOSE pieces or parcels of land being Sector III, Plot HD-1 (Pt.), admeasuring approx. 11620.78 Square Metres or thereabouts and bearing C.T.S. No.171/35(Pt.) and forming part of layout of larger property situate lying and being at Akurli, Kandivli (E), Mumbai 400 101, in the Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows :-

On or towards the East by : 18.30 m. Wide D.P. Road  
 On or towards the West by : 13.40 m. Wide D.P. Road  
 On or towards the North by : Plot HD-1 (Pt.)  
 On or towards the South by : 13.40 m. Wide D.P. Road

SECONDLY :

ALL THOSE pieces or parcels of land being Sector III, Plot HD-1(Pt.), admeasuring approximately 113-34 Square Metres or thereabouts and bearing C.T.S. No 171/35(Pt.) and forming part of layout of larger property situate lying and being at Akurli, Kandivli (E), Mumbai 400 101, in the Registration District and sub-District of Bombay City and Bombay Suburban District and bounded as follows :-

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On or towards the East by : 18.30 m wide D.P. Road  
 On or towards the West by : Block no 5 Prop.  
 On or towards the North by : Block no 2 & 3  
 On or towards the South by : 13.40 m. wide D.P. Road

SIGNED, SEALED AND )  
 DELIVERED by the )  
 withinamed DEVELOPERS )  
 LOKHANDWALA )  
 CONSTRUCTION )  
 INDUSTRIES LIMITED )  
 in the presence of \_\_\_\_\_ )  
 \_\_\_\_\_ )

) For LOKHANDWALA CONSTRUCTION  
 ) INDUSTRIES LIMITED

*[Handwritten Signature]*  
 DIRECTOR

*[Handwritten Signature]*  
 Authorised Signatory

(PAN No = AAACLO941J)

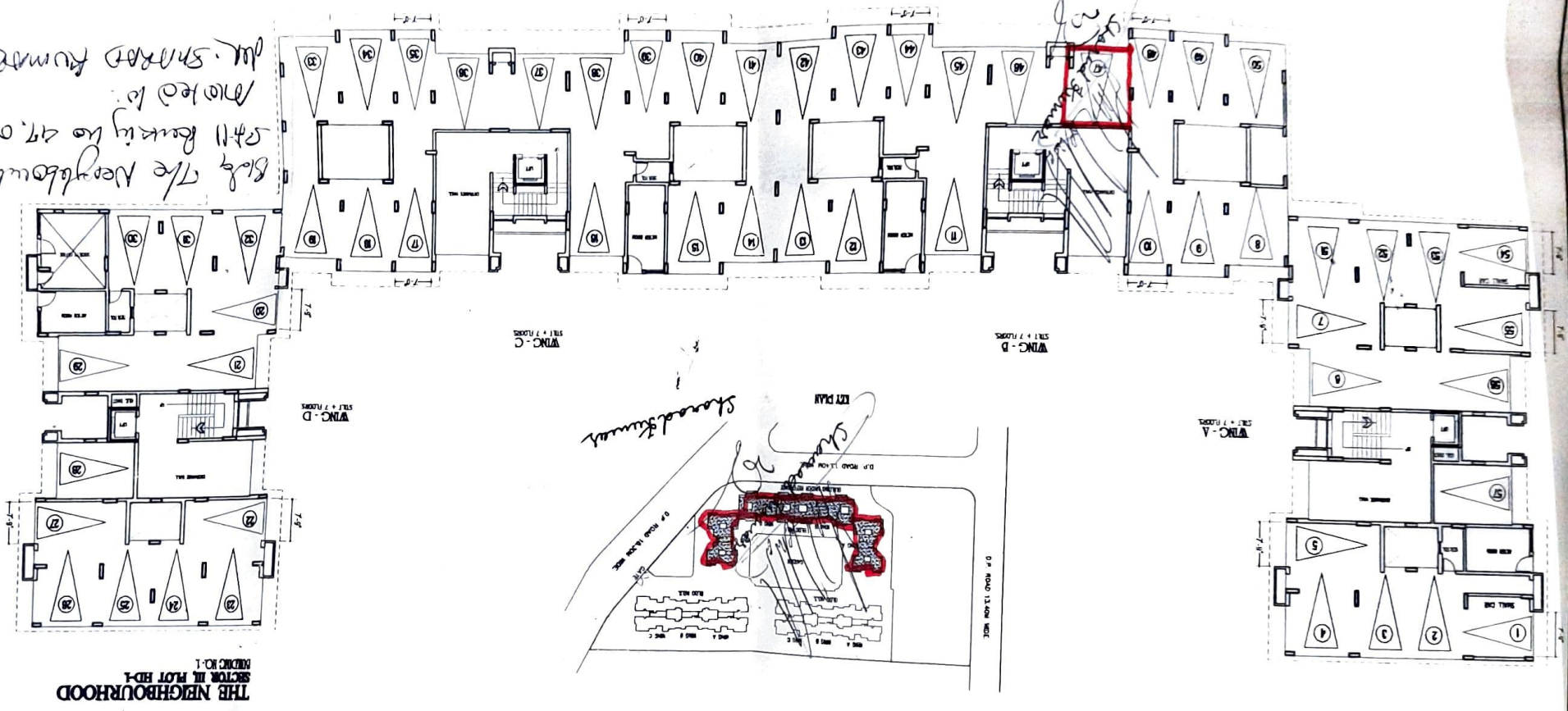
SIGNED, SEALED AND )  
 DELIVERED by the )  
 withinamed "ALLOTTEE" )  
Mr Sharanad Kumar )  
 \_\_\_\_\_ )  
 in the presence of \_\_\_\_\_ )  
 \_\_\_\_\_ )

*Sharanad Kumar.*

(PAN No = ACOPK0179Q)



Side The Neighborhood No. 1  
 still facing to 47, 01 & face  
 Mr. Sharad Kumar



THE NEIGHBOURHOOD  
 SECTION IN PLOT HD-1  
 PHASE NO. 1

Sharad Kumar  
 1A-404  
 Noida

\*\*\*\*\*  
Dated this 2<sup>nd</sup> Day of February 2005  
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**BETWEEN**  
Developers:

**M/s. LOKHANDWALA CONSTRUCTION  
INDUSTRIES LIMITED**  
48, Indranarayan Road, Santacruz (West),  
Mumbai 400 054.

**AND**

Shri./Smt./Kum./M/s. SHARAD KUMAR

Address: The Neighbourhood 1A/404  
Lokhandwala Township  
Akruli Road Kandivli (E)  
P : Office : Res.: Mumbai 400105

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**AGREEMENT**

in respect of Stilt Parking /Garage No. 47  
on 1<sup>st</sup> Floor in the Building known as  
"The Neighbourhood - 1/2/3"  
Wing A/B/C/D  
In Sector III, Plot 'HD1'(pt) Situated at  
Akruli, Kandivli (E), Mumbai 400 101.

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**M/s Madhukar Munim & Co.**  
Advocates & Solicitors  
4-5, Alli Chambers, Muddana P. Shetty Marg  
Fort, Mumbai 400 023.