said owners to said property & the builders right to develop the same in the manner as stated therein and the builders right to sell, transfer, deal with & dispose off the various flats/tenements/premises/garages etc. in the said building under construction on the said property after making necessary provision for rehabilitating the existing occupants on the said property as per the said scheme as aforesaid and the purchaser/s has/have agreed not to make any requisitions or call for any further documents on titles of the said owners & the said builders to the said property nor challenge their right, title & GOELS interest thereto.

AND WHEREAS the purchaser herein has applied to Guilders for the allounant of a flat, being flat No. on the floor facing East in the said new building under construction known as "PARASNATH DARSHAN" situated at Kirol-Kurla Road, Vidya Vihar West, Mumbai - 86 admeasuring 450 sq.ft. (carpet) area equilvent to 41.80 sq. mtrs (hereinafter for brevity's sake shall be referred to as the "SAID FLAT") to be constructed by them hereafter on the said property and more particularly described in the schedule hereunder written as per floor plan hereto annexed and marked as ANNEXTURE-C & the builders have agreed to sell the same to the purchaser herein and therefore, the builders intend to enter into this agreement for sale of the said flat to the purchaser herein & the purchaser has agreed to acquire/purchase the said flat for consideration & subject to the terms and conditions hereinafter appearing with a view to get him enrolled as the members of the proposed Co-op. Hsg, Society Ltd. or a body corporate to be formed by all the flats/premises holders of the said building under construction on the said property under the provisions of The Maharashtra Co-operative Societies Act and its rules & regulations or under the provisions of any other acts for the time being in force in that behalf and /or under any relevant law applicable to an association of such flats/premises/garges holders/ purchasers to be formed hereafter by them, such membership shall, however, be vested in & conferred upon him/her/them only after his/her/their paying to builders the full amounts of purchase price/consideration for their respective flats/premises/garages and upon such compliance as contained herein, the builders shall convey unto the said society, body corporate or an association directly the said property more particularly described in the schedule hereunder written together with the said building so constructed by them thereon.

#### NOW, THEREFORE, THESE PRESENTS WITNESSETH AND IT IS HEREBY MUTULLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1: This agreement shall always be subject to the previsions contained in the Maharashtra Ownership Flats Act. 1993 and the Maharashtra Ownership Flats Rules, 1964 or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time.

2. The builders shall, under normal condition, construct a building on the said property & more particularly described in the schedule hereunder written in accordance with the plans, designs and specifications already approved by Brihan Mumbai Mahanagarpalika. The purchaser doth hereby specifically agree with the builders that he shall be fully entitled to make any such changes, additions, variations, alternations, amendments & modifications therein as they may consider necessary or as may be required to be done/considered proper by Brihan Mumbai Mahanagarpalika or any other local/public body/

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DATED THIS

DAY OF

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617, 618, 619, 630, 631 (Porch to

C. T. S. NO.

MUNICIPAL WARD

REVENUE VILLAGE

YEAR OF CONSTRUCTION INUMBER OF FLOORS

BUILT UP AREA

AGREEMENT VALUE

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CHAWL TENANT CWARD \_\_\_\_\_ KUMIN II 2000 Th Floor 450 CAMPO! 10,62,500!—

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## AGREEMENT FOR SALE

Flat No.505on Floor 5<sup>-1</sup>h in Wing A/B of

in 'Parasnath Darshan Complex'

a

Indira Nagar Co-op. Hsg. Soc., Kirol-Kurla Road, Near Fiat Uno Showroom, Vidyavihar (West), Mumbai - 400 086.

> ARCHITECT VIJAY TURBADKAR

15/C, Shanti Bhavan, Dr. R. P. Road, Mulund (W), Mumbai - 400 080.

VILAS JOSHI & CO.

Legal Adviser 57, Alli Chamber, 4th Floor, Temarind Lane, Fort, Mumbai - 400 023.



V. D. Joshi

Vilas Joshi & Company 9322 office: 57, Alli Chembers, 4th Floor, Tamarind Lane, Fort, Mumbai - 400 023. Phone: 2654424

Date:

#### TITLE REPORT

## TO WHOMSOEVER IT MAY CONCERN

- This is to certify that on the instructions of our client Mr. Hiren Dharamsi the sole proprietor of M/s. Nadkar and Dharamsi Developers, we have investigated the Title of the property bearing C.T.S. No. 617 to Co. 1200 S. 1 618, 619, 630 and 631 (Part) of Kurla VI admeasuring on or about 3200 5. sq.mtrs. situate, lying and being at Village Kirol, Kurla Road, Vidya Vinar (West), Mumbat - 400 086 22 and more particularly described in the schedule hereunder written hereinafter called "the said property".
- The said property as per the Government Record is givened by the Government of Maharashtra.
- The said property is fully occupied by the Hutment Dwellers who are holding the necessary photo passes and pitch holders cards issued by the
- The occupants of the said property had formed the society known as Indira Nagar Co-operative Housing Society (Proposed) hereinafter called "the said society" and submitted the application and plans for developing the said property under Slum Rehabilitation Schame.
- The Slum Rehabilitation Authority issued Letter of Intend to Indira Nagar Co-operative Housing Society (Proposed) bearing No. SRA/DYCE/0812/GL/LOI dated 5th May, 1997 inter alia principally approved the proposal of Indira Nagar Co-operative Housing Society (Proposed) for grant of 2.990 F.S.I. in accordance with Clause No. 33/(10) and Appendix (IV) of Amended D.C. Regulations.
- The said proposed society executed Development Agreement and Irrevocable Power of Attorney in favour of Nitin Nadkar and Hiren Dharamsi, partners of M/s. Nadkar and Dharamsi Developers.
- The said firm was dissolved on 19.12.2000 and as per the said dissolution Hiren Dharamsi continued to be a Sole Proprietor of M/s.Nadkar and Dharamsi Developers.
- As per the Letter of Intent dated 5th May, 1997 the concerned authority has agreed to execute the Lease Deed in respect of the property favour of Indira Nagar Co-operative Housing Society (Proposed).

Intimation Approval and Commencement Certificate both dated 6th May, 1998 were issued by the Executive Engineer (SRA) for developing 10. As per the said schume M/s. Nadkar and Dharamsi Developers are developing the said property and making necessary provisions for rehabilitating the existing occupants on the said property as per the said scheme. 11. As per the Letter of Intent M/s. Nadkar and Dhardmsi Developers through the said society are entitled to sell the built up area approximately 12. On the basis of the aforesaid and subject to the compliance of all the terms and conditions of Letter of Intent dated 5.5.1997 by the Developers on behalf of the said society we are of the opinion that the title of the aforesaid property of Indira Nagar Co-operative housing Society (Proposed) is clear and marketable and free from all encumbrances. SCHEDULE OF THE PROPERTY All that piece or parcel of land together with a structures (Slum Redevelopment Scheme) standing on it and bears C.T.S. No. 617, 618, 619, 630 and 631 (PL) Village Kirol Road, Kurla belonging to proposed Indira Nagar Co-operative Housing Ltd. Dist. Kurla and according to the record of rights has an area 3209.50 sq.mtrs. and bounded as follows:-On or towards North : 24.4 Mtrs. Wide Kirol Road On or towards South : Rehabilitation Plot On or towards West A plot of vacant land On or towards East 20 Feet Road wide (prop.) Road Dated this 16th day of April, 2001. Yours faithfully,

S.R.D. Authorities entirely at their costs, charges and expenses at the earliest possible by constructing new building/s thereon after demolishing existing structures standing thereon after providing temperory/permanent alternate accommodation admeasuring about 255 sq ft. (carpet) area free of costs to the existing occupants thereon as per the said scheme and after making such provisions, the builders are entitled to sell, transfer, convey, deal with and dispose off the balance FSI admeasuring on or about 4260 sq mtr. (including T.D.R.) or the flats/premises/garages etc., to be constructed by them on the said property.

AND WHEREAS the builders have commenced construction of the proposed building known as "PARASNATH DARSHAN" (hereinafter referred to as the "SAID BUILDING") as per the said approved plan consisting of stilt+7 upper floors on the said property for which the builder has entered into the standard Agreement with the Architects, M/s. Vijay Turbadkar & Associates and Mr.R.C. Tipnis as the Structural Engineers registered with the Council of Architects and Consultants and as per the said Agreement, the builder have also appointed them as their Architects & Structural Engineers respectively for the purposes of the preparation of drawings and structural designes of the said new building to be constructed by them hereafter on the said property and accepted their services till the completion of said construction/ development work on the said property.

AND WHEREAS the builders have started selling the flats/premises/garages in the said new building/s to be constructed by them on the said property hereafter to outsiders/intending purchasers/buyers thereof by entering into separate agreement for sale in the form of these presents as per the provisions of Maharashtra Ownership Flats Act XIV 1963 & Rule 3 & 4 of Maharashtra Ownership Flats Rules, 1964 thereinafter for brevity's sake shall be referred to as the "SAID ACT" & the "SAID RULES") and the builder have supplied to the purchaser/s full and complete information as demanded by the purchaser/s and/or required to be furnished by them under the said act and the said rules.

AND WHEREAS the purchaser herein has prior to execution hereof taken the inspection of Original aforesaid order & also Title Report issued by M/S Vilas Joshi & Co. Advocates for the builders, a copy whereof is annexed hereto & marked as ANNEXTURE-B which is accepted by the purchaser/s as the final and conclusive.

AND WHEREAS the purchaser herein has prior to execution hereof, taken inspection of all title deeds, documents, records papers and writings pertaining to the said property including the said Agreement dtd. 29-10-95 entered into/ executed by and between the said owners & the builders, the said General Power of Attorney, Deed Of Dissolution dtd. 19-12-2000, intent letter, plans, designs and specifications of the said building sanctioned by Brihan Mumbai Mahanagarpalika as per the said IOD & CC including the said flat hereby agreed to be purchased by the purchaser/s and the amenities & specifications to be provided in the said flat/new building/

AND WHEREAS the Purchaser herein is fully satisfied with the titled of the

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their respective huts/structures thereon entirely at their own costs & expenses and who are the members of Indira Nagar co-op Hsg. Soc.(proposed) paying the necessary service pharges in respect thereof to the Collector. & also holding the necessary photo passes pitch holder's card issued by the concerned authorities. GOELE

AND WHEREAS the said Indira Nagar Co-op Hsg OSac (proposed) applied to the chief executive officer, Slum Rehabilitation Authority for developing the said property and the said slum Rehabilitation Authority by its letter of intent bearing No. SRA/DYCE/0812/GL/LOI dated 5th May 1997 informed the said Indira Nagar Co-op Hsg. Soc.(proposed) that there proposal is principally approved for a grant of 2.990 F.S.I. as per the terms & conditions mentioned in the said letter in accordance with the Clause No. 33(10) and Appendix (4) of amendment D.C. Regulation hereto annexed as annexure A is a copy of the said letter.

AND WHEREAS by an agreement for development dt. 29-10-1995 duly made, entered into and executed by and between Shri Pyarelal Jaiswar & 7 Others, being the Chairman & the members of the Managing committee of Indira Nagar Co-Operative Housing Society Ltd. (proposed) therein described as :OWNERS" on one hand and Nitin Anil Nadkar & Hiren Dharamshi partners of M/S Nadkar & Dharamshi Developers. The said managing committee of the Indira Nagar co. op. Hsg. Ltd.(proposed) authorized the said partnership firm to develop the said property as per the terms and conditions mentioned in the said agreement for development dt 29-10-95 AND WHEREAS pursuant to the said development agreement dt. 29-10-95. The said managing committee of the Indira Nagar Co. Op. Hsg. Soc. Ltd. (proposed) also executed an irrevocable power of attorney dtd.29-10-1995 in favour of the partners of the said fill ago

AND WHEREAS By deed of Dissolution dt. 19-12-7000 greenwed between Nitin Anil Nadkar & Hiren Dharamshi both the partners had mutually dissolved the said firm & pursuant to the said Disselution Hiren Dharamshi is entitled to continue the said firm as sple-proprietorship of the said firm known as Nadkar & Dharamshi Builders & Nrun Jeril Nadkar shall not have any right title OR interest in the said property under the said development agreement dt. 29-10-95 & under the said power of attorney dt. 29-10-95.

AND WHEREAS parsuant to the said Development agreement dt. 29-10-95 & irrevocable Power Of Attorney Hiren Dharamshi the proprietor of M/S. Nadkar & Dharamshi Builders had obtained the following necessary, Order from the concerned Govt. department for the purpose of developing the said property.

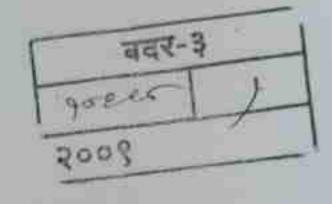
Intimation Of Approval dt 6th Feb 1998. 1.

Commencement Certificate issued by Executive Engineer (S.R.A) 2. Dtd 6th Feb 1998

AND WHEREAS the builders are now desirous of developing the said property as per letter of intent dtd. 5th may 1997 as approved by the concerned

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#### AGREEMENT FOR SALE:

THIS AGREEMENT FOR SALE made and entered into at Mumbai this the day of 17/11/200 BETWEEN SHRI HIREN DHARAMSHI, an adult, Mumbai Indian hindu Inhabitant, carrying on his business as the builders/promoter/developers in the firm name & style of M/S NADKAR & DHARAMSHI DEVELOPERS as the sole prop. there pr at 167, Bhausaheb Desai wadi, Masjid Lane, Tulsi Pipe Road, Dadag (W), Mumbai - 400 028, hereinafter called the "BUILDERS" (whigh expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART AND Shri. I Smt. SUDHER HARISHCHANDAR CHICE both adults, Mumbai Indian Hindu Inhabitant, hereinafter jointly called the "PURCHASER" (which expression shall, unless it be repugnantho the context or meaning thereof, be deemed to mean and include their respective heirs, executors & administrators ) of the OTHER

WHEREAS Govt of Maharashtra through Collector of Mumbar Suburban District is seized and possessed of and/or otherwise woll &s sufficiently entitled to ALL THAT piece and parcel of land together with the structures standing thereon known as Indira Nagar Co-Op Hsg. Soc. (Proposed) situated at Kirol-Kurla Road, Vidya Vihar West,3 Mumbai - 86 bearing CTS No. 617, 618,619,630,631(part) of Kasla VI and admeasuring about 3209.5 sq.meters or thereabouts (heminafter for brevity's sake shall be referred as the "SAID PROPERTY" (thesame is fully occupied by the various occupants who have constructed.

Shweta Sudhir Chile. Heroishchunden Z. Chile City Subhir Harchards chite

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### AGREEMENT FOR SALE

OF

PROPOSED

# PARASNATH DARSHAN COMPLEX

Indira Nagar Co.-op. Hsg. Soc., Kirol-Kurla Road, Near Credit Line Showroom, Vidyavihar (West), Mumbai - 400 086.

FLOOR NO. 5 16 WING 505 FLAT NO.

### PURCHASER

Shri. / Smt. Shweth Sudhir Chile Anthoney Somes Chawal C-2.13 OPP Nathan Co- Khalai Village Vidyawihan (m) Mumbu-86 M/s. Nadkar & Dharamshi Developers

167, Bhausaheb Desai wadi, Masjid Lane, Tulsi Pipe Road, Dadar (W), Mumbai - 400 028.