



Wednesday, March 23, 2005

11:44:10 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 1616

दिनांक 23/03/2005

गावाचे नाव मालाड

दस्तावेजाचा अनुक्रमांक

वदर 2 01605 2005

दस्तावेजाचा प्रकार



सादर करणाराचे नाव: कविथा पी.

नोंदणी फी

:- 10690.00

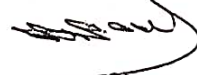
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:- 1820.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (91)

एकूण रु. 12510.00

आपणास हा दस्त अंदाजे 11:58AM ह्या वेळेस मिळेल


दुय्यम निबधक

सह. दुय्यम निबधक (प्रा.सं.सं.)-१

बाजार मुल्य: 1040760 रु. मोबदला: 1068500 रु. मुंबई उपनगर जिल्हा.

भरलेले मुद्रांक शुल्क: 37180 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सेंट्रल बँक ;

डीडी/धनाकर्ष क्रमांक: 113840; रक्कम: 10690 रु.; दिनांक: 18/03/2005



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THIS AGREEMENT is made at Mumbai this 15th day of MARCH 2005 BETWEEN M/S. OHM NAMA SHIVAI AND DEVELOPERS through its sole proprietor Mr. Ramesh Parekh having his address at Jai Apartment (G.F. Office), Dixit Road, Vile Parle (East), Mumbai 400 057, hereinafter called "THE PROMOTERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the One Part; AND SHRI/SMT./KUM./M/S. MRS. P. KAVITHA and MR. S. KANNAN.

of Mumbai Indian Inhabitants residing at/having his/ her/its office address at 11/246, Shradha Co-op H.S. New Shashtri Nagar Rd. 2, Goregaon (W), Mumbai 2100109 hereinafter referred to as "THE FLAT PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals or individual, such individual and or individuals his/her/their respective heirs, executors and administrators, in the case of a firm, the partners or partner for the time being

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Stamp: The State Bank of India, Mumbai

Vertical stamp: THE STATE BANK OF INDIA, MUMBAI

thereof, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in the case of the company, its successors and permitted assigns) OF THE OTHER PART:

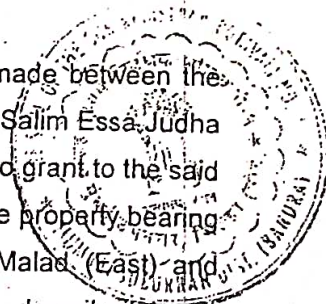
WHEREAS:-

(1) Rajan Sawaisinh Chauhan was the owner of land bearing Survey No.267 Hissa No.1/1 (part), City Survey.No.610 (part) admeasuring about 4881 square metres situate at Malad (East), Taluka Borivli, District Mumbai Suburban and the structures thereon and described in the first Schedule written hereunder as also of land bearing Survey No.267 Hissa No.2 bearing City Survey No.610(part) and Survey No.268 Hissa No.4 & now bearing City Survey No.609 admeasuring about 1416.3 square metres of Malad (East), Taluka Borivli, District Mumbai Suburban and the structures thereon hereinafter the properties described in first schedule and the second schedule hereunder is jointly referred to as "the said property" and the said properties bearing City Survey Nos.609, 610/1 and 610/2 and described in the Second Schedule hereunder written.

(2) By and under the Agreement dated 2nd December, 1985 made between the said Rajan Sawaisinh Chauhan of the One Part and Salim Essa Judha of the Other Part the said Rajan Sawaisinh Chauhan agreed to grant to the said Salim Essa Judha all the development and selling rights of the property bearing Survey No.267 Hissa No.1/1 (part) C.T.S. No.610 (part) of Malad (East) described in the first Schedule hereunder written (Hereinafter referred to as "the first property").

(3) Under another Agreement dated 2nd December, 1985 made between the said Rajan Sawaisinh Chauhan of the One Part and the said Salim Essa Judha of the Other part the said Rajan Sawaisinh Chauhan agreed to grant to the said Salim.Essa Judha all the development and selling rights of the property bearing Survey No.267 Hissa No.2 (part) C.T.S. No.610(part) of Malad (East) and Survey No.268 Hissa No.4, C.T.S.No.609 of Malad (East) described in the Second Schedule hereunder written (hereinafter referred to as "the second property").

(4) Under the Deed of Confirmation dated 5th January, 1991 between the said Rajan Sawaisinh Chauhan and the said Salim Essa Judha, which Deed of Confirmation has been lodged for registration with the Sub-



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Registrar of Bombay (Bandra) under Serial No.P-117 of 1991, the said Rajan Sawaisinh Chauhan and the said Salim Essa Judha ratified and confirmed the said Agreement dated 2nd December, 1985 between them in respect of the said property described in the first Schedule hereunder written in the first property.

(5) Under the Deed of Confirmation dated 5th January, 1991 executed between the said Rajan Sawaisinh Chauhan and the said Salim Essa Judha, which Deed of Confirmation has been lodged for registration with the Sub-Registrar of Bombay (Bandra) under Serial No.P-116 of 1991, the said Rajan Sawaisinh Chauhan and the said Salim Essa Judha ratified and confirmed the said Agreement dated 2nd December, 1985 between them in respect of the said property described in the second Schedule hereunder written i.e the second property.

(6) The said Rajan Sawaisinh Chauhan died at Bombay intestate on 1st March, 1992 leaving behind him surviving his widow Lata Rajan Chauhan and three daughters Seema Rajan Chauhan, Uma Rajan Chauhan and Geeta Rajan Chauhan and son Shankar Rajan Chauhan as his only heirs according to Hindu Succession Act, 1956 by which he was governed and thereupon the said Lata Rajan Chauhan, Seema Rajan Chauhan, Uma Rajan Chauhan, Geeta Rajan Chauhan and Shankar Rajan Chauhan became subject to the agreement referred to hereinabove entitled to the estate of the said deceased including the said properties described in the first and second schedules hereunder written i.e. the property.

(7) Under Agreement for Sale dated 12th May, 1993 made between the said Salim Essa Judha as the Vendors of the One Part and one M/s; Mansi Developers as the Purchasers of the Other Part, the said Salim Essa Judha agreed to sell to the firm of M/s. Mansi Developers the properties described in the first and second Schedules hereunder written being the same as the properties described in the first and second schedules hereunder written for the consideration of Rs.75 lakhs and flats having total aggregate built-up area of 2500 square feet and shop having total built-up area of 500 square feet agreed to be provided to the said Salim Essa Judha on the said properties described in the first and second schedules hereunder written i.e. the property on the terms and conditions recorded in the said Agreement dated 12th March, 1993;

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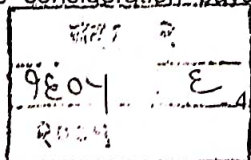
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(8) The Appropriate Authority under Chapter XXC of the Income Tax Act, 1961 granted Certificate No.A.A./BOM/Certs. 11749/03-04 dated 19th July, 1993 under section 269 UL(3) of the Income Tax Act, 1961 certifying that it has No Objection to the transfer of the properties described in the first and second Schedules hereunder written by the said Salim Essa Judha to the said firm of M/s. Mansi Developers for the consideration of Rs.75 lakhs plus flats of aggregate built up area of 2500 square feet and shop of built-up area of 500 square feet;

(9) The properties described in the first and second schedules hereunder written have been amalgamated and reconstituted into properties bearing City Survey Nos.609/A, 609/B, 609/C and 609/D of Malad (East) particularly firstly, secondly, thirdly and fourthly described in the third schedule hereunder written;

(10) Under Orders passed by the authorities under the Urban Land Ceiling & Regulation) Act, 1976 except for land admeasuring 860.33 square metres forming part of property bearing City Survey No.609B of Malad East described secondly in the Third Schedule hereunder written, remaining portions of the said properties described in the Third Schedule hereunder written have been held to be within ceiling limit prescribed under the Urban Land (Ceiling & Regulation) Act, 1976 and under Order No.C/ULC/D-III/Sec.20/(NGL)Sr XIII-1998 dated 13th April, 1998, the said vacant land admeasuring 860.33 square meres (forming part of property bearing City Survey No.609B of Malad East described secondly in the Third Schedule hereunder written) has been exempted from the provisions of Chapter III of the said Act on the terms and conditions stated therein. A copy of the order is annexed as ANNEXURE " _ " hereto.

(11) The firm of Mansi Developers paid to the said Salim Essa Judha the consideration of Rs.75 lakhs and allotment to the said Salim Essa Judha flats having aggregate built-up area of 2800 square feet and Shop of built-up area of 500 square feet in the buildings to be constructed on property bearing City Survey No.609/A of Malad (East) particularly firstly described in the Third Schedule hereunder written as also in the Fourth Schedule hereunder written in full payment of the consideration payable by the said firm of M/s. Mansi



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Developers to the said Salim Essa Judha under the Agreement dated 12th May, 1993 between the said Salim Essa Judha and Mansi Developers;

(12) Under the Deed of Conveyance dated 19th September, 1997 made between the said Lata Rajan Chauhan, Seema Rajan Chauhan, Uma Rajan Chauhan, Geeta Rajan Chauhan and Shankar Rajan Chauhan as the Vendors of the First Part and the said Salim Essa Judha as the Confirming Party of the Second Part and the firm of Mansi Developers consisting of its partners Suraj Estate Developers Pvt. Ltd., and Thomas Rajan as the Purchasers of the Other Part, registered with the Sub-Registrar of Mumbai under Serial No.BBJ-3238 OF 1997 on 1st October 1997, the said Lata Rajan Chauhan, Seema Rajan Chauhan, Uma Rajan Chauhan, Geeta Rajan Chauhan and Shankar Rajan Chauhan conveyed and transferred and the said Salim Essa Judha confirmed unto the firm of Mansi Developers being the purchasers abovenamed the said property bearing City Survey No.609/A admeasuring about 1942 square metres situate at Malad (East), Taluka Borivli, particularly described in the Fifth Schedule to the said Conveyance dated 19th September, 1997 being the same as the property firstly described in the Third Schedule hereunder written;

(13) Under the Deed of Conveyance dated 19th September, 1997 made between the said Lata Rajan Chauhan, Seema Rajan Chauhan, Uma Rajan Chauhan, Geeta Rajan Chauhan and Shankar Rajan Chauhan as the Vendors of the First Part and the said Salim Essa Judha as the Confirming Party of the Second Part and the firm of Mansi Developers consisting of its partners Suraj Estate Developers Pvt Ltd., and Thomas Rajan as the Purchasers of the Other Part, registered with the Sub-Registrar of Mumbai under Serial No.BBJ-3239 of 1997 on 1st October, 1997, the said Lata Rajan Chauhan, Seema Rajan Chauhan, Uma Rajan Chauhan, Geeta Rajan Chauhan and Shankar Rajan Chauhan conveyed and transferred and the said Salim Essa Judha confirmed unto the firm of Mansi Developers being the Purchasers abovenamed portion admeasuring about 797 square metres particularly described in the Sixth Schedule to the said Conveyance dated 19th September, 1997 of the said property bearing City Survey No 609/B admeasuring about 1658.2 square metres situate at Malad (East), Taluka Borivli secondly described in the Third Schedule hereunder written;

(14) Under the Deed of Conveyance dated 19th September, 1997 made between the said Lata Rajan Chauhan, Seema Rajan Chauhan, Uma Rajan Chauhan, Geeta Rajan Chauhan and Shankar Rajan Chauhan as the Vendors

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THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground bearing Survey No. 268, Hissa No.4, C.T.S.No. 609 admeasuring about 1254.7 square meters and Survey No. 267 Hissa No. 2, C.T.S.No. 610/2 admeasuring about 202.7 square meters with the structures standing thereon situate in Revenue Village of Malad (East), Taluka Borivali, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban in Greater Mumbai.

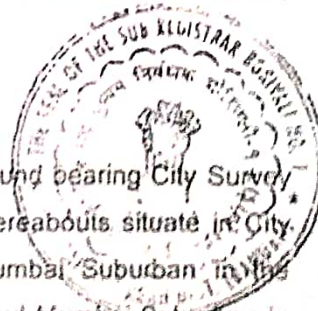
THE THIRD SCHEDULE ABOVE REFERRED TO:

FIRSTLY: ALL THAT piece or parcel of land or ground bearing City Survey No. 609/A admeasuring about 1942 square meters or thereabouts with the structures standing thereon situate in City Survey Malad (East), Taluka Borivali, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban in Greater Mumbai.

SECONDLY: ALL THAT piece or parcel of land or ground bearing City Survey No. 609/B admeasuring 1658.2 square meters or thereabouts with the structures standing thereon situate in City Survey Malad (East), Taluka Borivali, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban in Greater Mumbai.

THIRDLY: ALL THAT piece or parcel of land or ground bearing City Survey No. 609/C admeasuring 1119.6 square meters or thereabouts situate in City Survey Malad (East), Taluka Borivali, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban in Greater Mumbai.

FOURTHLY: ALL THAT piece or parcel of land or ground bearing City Survey No. 609/D admeasuring 1618.6 square meters or thereabouts situate in City Survey Malad (East), Taluka Borivali, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Suburban in Greater Mumbai.




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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day and year first hereinabove written:

SIGNED AND DELIVERED BY THE)
withinnamed Promoter :)
M/S. OHM NAMAH SHIVAI BUILDERS)
& DEVELOPERS, through its sole)
proprietor Mr. Ramesh Parekh)
in the presence of:)

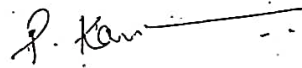

For OHM NAMAH SHIVAI BUILDERS & DEVELOPERS


Authorised Signatory/Proprietor.

(Promoters)

1. Rajesh N. Vora)
Rajesh)
2.)

SIGNED AND DELIVERED BY THE)
withinnamed Purchasers :)
SHRI/SMT/KUM/M/S.)
1. P. KAVITHA)
2. S. KANNAN)
in the presence of:)

1. RAJESH, ANTI)
2. Rajesh)

RECEIVED the day and year first hereinabove)
written of and from the withinnamed Purchaser/s)
the sum of Rs. 51,000/- (Rupees 51,000)
Five One Thousand Only only)
vide cheque no. 556390)
dated 13/03/2005)
drawn on ICICI Bank Doda r Beh.)
as and by way of earnest money as mentioned)
hereinabove to be paid by him/her/them to us.)

Rs. 51,000/-

WITNESS :

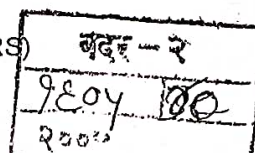
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For OHM NAMAH SHIVAI BUILDERS & DEVELOPERS

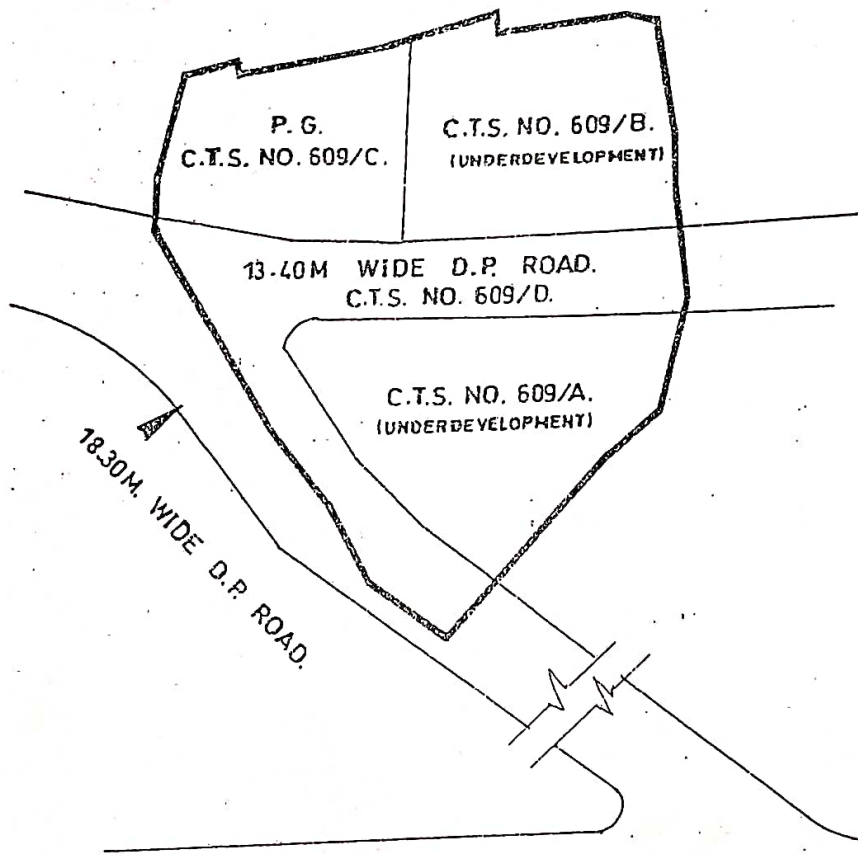



Authorised Signatory/Proprietor.

(PROMOTERS)



"BHANU SHANTI COMPLEX"



BLOCK PLAN.

BHANU SHANTI COMPLEX.
PLAN SHOWING PROPERTY C.T.S. NO. 609 A/B/C/D
OF VILLAGE MALAD (EAST)

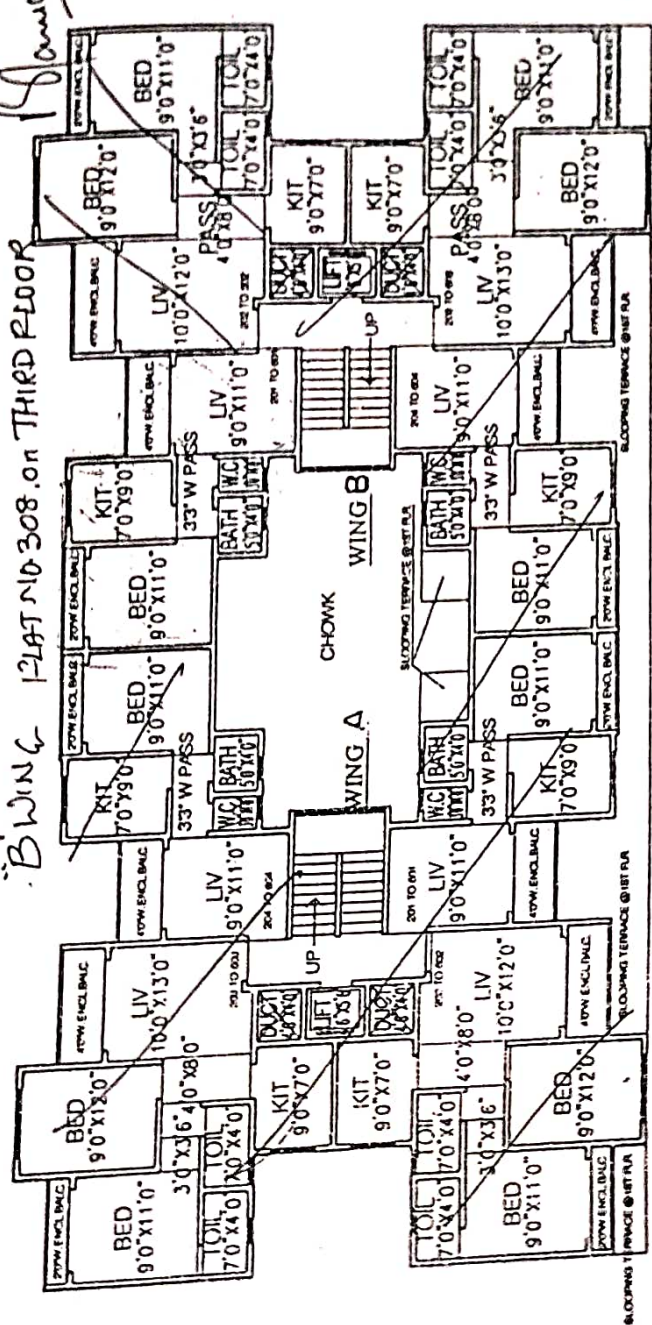


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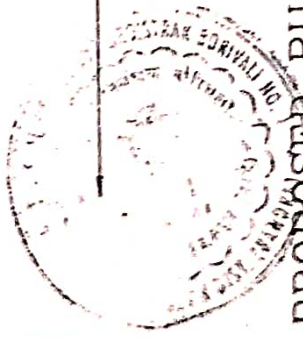
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BWING 12AT NO.308 ON THIRD FLOOR



44'0" (13.40 M) W I D E R O A D

TYPICAL 2ND TO 6TH FLOOR PLAN.



PROPOSED BUILDING ON PLOT BEARING C.T.S.NO.609/A B. C. PATRAWALA ARCHITECT AT VILLAGE MALAD[EAST], MUMBAI

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