

OFFICE NO

310

310.

310

Kishor Singh

3652



ग्राहक की प्रति  
(Customer Copy)

डी.के.सांडू मार्ग शाखा-मुंबई दिनांक  
D.K. Sandu Marg Br. Mum. Date

बदर-१३  
20/02/23

मुद्राक शुल्क Stamp Duty	रु. Rs.	8850
सेवा प्रभार Service Charges	रु. Rs.	00
कुल Total	रु. Rs.	2004

मुद्राक शुल्क देने वाले पक्ष का नाम  
Name of stamp duty paying party  
Kishor Sandu Supply Co.

मुद्राक देने वाले पक्ष का नाम  
Name of counter party  
D.K. Patel  
9th Floor  
Areev  
For Sale

संव्यवहार का उद्देश्य  
Purpose of transaction



चेक नं., यदि हो  
Cheque No., if any,  
किस बैंक पर आहरित है  
Drawn on Bank  
शाखा  
Branch

रोकड़िया  
Cashier

प्राधिकृत हस्ताक्षरकर्ता  
Authorised signatory

130/2/23



## गावाचे नाव : घाटकोपर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 777,000.00  
बा.भा. रु. 732,010.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) फायनल प्लॉट क्र.:355 वर्णन: विभागाचे नाव - घाटकोपर - किरोळ - कुर्ला, उपविभागाचे नाव - 103/493 - भुभाग: रेल्वेच्या पूर्वेकडील पंतनगरचा रेल्वेस समांतर गाव हद्दी पर्यंत भाग ( झोन क्र. 103/492 चा भूभाग वगळून ) T.P.S.Ghatkoparno.3. सदर मिळकत अंतीम प्लॉट नंबर - 355 मध्ये आहे. -----ऑफीस नं 310, 3 रा मजला, कैलास प्लाझा व्ही बी लेन घाटकोपर पु मुं 77
- (3) क्षेत्रफळ (1) बांधीव भिळकतीचे क्षेत्रफळ 20.62 चौ.मी. आहे.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/ डी के पटेल अँड कंपनी चे भागीदार किशोर डी. पटेल यांच्या तर्फे मुखत्यार म्हणून दिपक एस. पटेल -AABPP 0433 B - ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: 23, कैलास नगर, एम. जी. रोड, घाटकोपर पु. मुं. 77 ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) किशोर सॅंड स्प्लाय कंपनी चे प्रॉप्रा किशोर जेठालाल मोरबीया - ; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: बी 12/13, व्ही बी लेन कैलास प्लाझा घाटकोपर पु ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ए ए बी पी एम 4447 जे
- (7) दिनांक करून दिल्याचा 03/05/2005
- (8) नोंदणीचा 03/05/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 3657 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 38850.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 7770.00
- (12) शेरा



Tuesday, May 03, 2005

11:37:43 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3680

गावाचे नाव घाटकोपर

दिनांक 03/05/2005

दस्तऐवजाचा अनुक्रमांक वदर13 - 03657 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

DELIVERED

सादर करणाराचे नाव: किशोर सेड सप्लाय कंपनी चे प्रॉप्रा किशोर जेटालाल मोरबीया - -

नोंदणी फी :- 7770.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), :- 800.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)

एकूण रु. 8570.00

आपणास हा दस्त अंदाजे 11:52AM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-कुर्ला 3

बाजार मुल्य: 732010 रु. मोबदला: 777000रु.

भरलेले मुद्रांक शुल्क: 38850 रु. -

मह दुय्यम निबंधक कुर्ला क्र. ३,

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

मुंबई उपनगर जिल्हा.

बँकेचे नाव व पत्ता: स्टेट बँक ऑफ हैदराबाद मुं 86;

डीडी/धनाकर्ष क्रमांक: 022167; रकम: 7770 रु.; दिनांक: 02/05/2005

DELIVERED

समाशोधनाच्या अधिन राहूव

बैंक / For INDIAN BANK

Indian Bank, D.K. Sandu Marg Bra.  
8C, 32, D.K. Sandu Marg, Chembur,  
Mumbai-400071

के. सांडू मार्ग शाखा, चेम्बूर  
K. Sandu Marg Br. Chembur.

D-5/STP(V)/C.R.1015/01/04/2392-95

भारत 28985  
182103  
Special Adhesive  
MAHARASHTRA  
APR 23 2005  
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INDIA STAMP DUTY MAHARASHTRA

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AGREEMENT

THIS AGREEMENT made at Bombay this 3<sup>rd</sup> day of May in the Christian Year Two Thousand and Five BETWEEN MESSRS D.K. PATEL AND COMPANY [REGD] a Partnership concern registered under the provisions of Indian Partnership Act, 1932 and having its principal place of business at Kailas Nagar, M.G. Road, Ghatkopar [East], Bombay - 400 077, hereinafter referred to as "THE PROMOTER" [Which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include the said firm, its partner or partners for the time being, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of last such survivor] of the ONE PART AND M/s. Kishore Sand Supply Co. [Proprietary Firm] Office residing at B-12/13, Kailas Plaza Vallabh Baughane, Ghatkopar [E.] hereinafter referred to as "THE PURCHASER/S" (Which expression shall unless repugnant to the context or meaning thereof shall include his/her/their heirs, executors, administrators, successors and permitted assigns) of the OTHER PART:

WHEREAS:

- a) By an Agreement dated 2<sup>nd</sup> day of September, 1974 as modified by an Agreement dated 6<sup>th</sup> December, 1985 and executed between Narottamdas K. Shah and Others

~~For Kishore~~ Sand Supply Co.  
Kishore Mankar  
Proprietor



of One Part (hereinafter referred to as the "Vendor") and the Promoter of the Other Part, the Promoter herein has agreed to purchase an immovable property being piece or parcel of freehold land and being at Ghatkopar in the Registration District and Sub-District of Bombay City and Bombay Suburban admeasuring 8100 Square Meters or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Land")

- b) As a result of the Urban Land (Ceiling and Regulations) Act, 1976 (hereinafter referred to as the "Ceiling Act") which came into force in the State of Maharashtra on the 17<sup>th</sup> February, 1976 Vendor were not entitled to hold any vacant land in excess of the Ceiling limit except as otherwise provided in the Ceiling Act;
- c) The Vendor having been shown to be the Owner of the said land in the Government and revenue records, the Vendor submitted to the Government of Maharashtra (hereinafter referred to as "the Government") in the name of the Vendor the Returns of total holding of Land under Section 6 (1) of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act;
- d) By an Order No.CAS/NOC/ULC/SR-6 (1)/11/244/1 to 7 & XXI/375 to 383 dated 30.3.1988 (hereinafter referred as "the said Order") the Government allowed to retain part of the Land admeasuring 4686 Sq. mtrs. (hereinafter referred as the said portion) including set-back areas without any condition from the provisions of the Ceiling Act, for the balance of Land the proceedings are pending;
- e) As per the said Order and as a result of the Development Agreement the Promoter are entitled and enjoined upon to construct building on the said land in accordance with the said Order and Promoter will subsequently construct the building or buildings on the balance Land as per the Scheme which may be sanctioned by the Government of Maharashtra and/or the Competent Authority under the Provisions of Ceiling Act;
- f) The Promoter being in possession of the said land have constructed multistoried buildings on the said portion;
- g) The Promoter has constructed on the said portion three multistoried buildings of ground floor at stilt level and ten or more upper floors and one building with shops on ground floor and restricted commercial use on upper floors (hereinafter referred to as "the said building/s")



h) The Promoter has entered into a Standard Agreement with Architects M/s. S.V. Thakkar & Associates registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects, whereas the Promoters has appointed a structural Engineer M/s. R. H. Mahimtura for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

i) On the Purchaser/ss demanding from the Promoter the Promoter has given inspection to the Shop/Purchaser/s of all the documents of title relating to the said land, the said Order, the Development Agreement and the plans, designs and specifications prepared by the Promoter's Architects M/s. S.V. Thakkar & Associates and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.

j) The copy of certificate of title issued by the attorney-at-law or advocate of the Promoter, copies of property card, copy of certificate of Tenure and Title showing the nature of the title of the Vendor and thereby title of the Promoter to the said land on which the flats and shops/offices are constructed or are to be constructed have been annexed hereto; and marked Annexure "A", "B", "C" respectively.

k) By an Agreement dated 24<sup>th</sup> July 1994 executed between the owners of Plot No.355 and the Promoters herein the owners confirmed the use of TDR if available from market to use the same on the said plot.

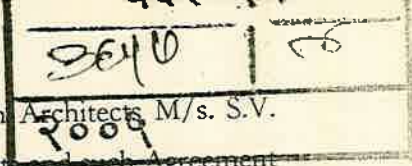
l) By diverse Agreements the Promoters have purchased TDR admeasuring 2850 Sq. Mtrs. constructed additional II and III floors to the existing building known as Kailas Plaza.

m) The Promoters have completed three wings of Residential Building known as "Kailas Tower" and one commercial building having basement shops at ground floor and offices on First, Second and Third Floor using major portion of F.S.I. available for the said Plot.

n) The said plans are sanctioned by Bombay Municipal Corporation and the Full Commencement Certificate bearing no. CE/5388/BPES/AN dated 18.01.1994 is issued.

For Kishor Sand Supply Co. 3.

*Kishor*  
*Proprietor*





- o) The Promoters have completed construction of additional II and III floors as per the plans as sanctioned by Bombay Municipal Corporation and also obtained full occupation certificate. Dated 09.08.1996
- p) The Purchaser/s has taken inspection of all the hereinbefore documents, papers, plans as also all orders, scheme etc. which are referred in this Agreement and is aware of the terms and conditions thereof;
- q) The Purchaser/s applied to the Promoter for allotment of the restricted commercial premises No. 310 on Third floor of the building to be known as Kailas Plaza situated at Final Plot No.355 of TPS III, Vallabhbadg Lane, Ghatkopar (East), Bombay 400 077 (hereinafter referred to as the said office);
- r) The Purchaser/s has entered into this agreement with full knowledge of the terms and conditions contained in the documents, papers, plans, orders, schemes etc., including terms of payment to be made to Vendor;
- s) Relying upon the said application, declaration and agreement herein contained, the Promoter agrees to sell to the Purchaser/s the said Office at the price and on their terms and conditions hereinafter appearing.



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

1. The Promoter shall construct restricted commercial premises by constructing additional upper floors in accordance with the plans, designs and specifications approved by the Purchaser/s with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the concerned local authority or the Government to be made in them or any of them and the Purchaser/s hereby gives an irrevocable consent, power and authority to the Promoter to add, to alter, vary or modify from time to time the said Plans, design, specifications, including for further construction. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the Office of the Purchaser and that no further consent of the Purchaser/s is required for any modifications, variation or amendment of the plan including for addition as in the building to be constructed.

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Rohit Sand Supply Co.  
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Proprietor



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2. The Purchaser/s hereby agrees to purchase from Promoter and the Promoter hereby agrees to sell to the Purchaser/s commercial office premises No. 310 on the Third floor of building Kailas Plaza as shown in the floor plan or area admeasuring 17.18 Sq. Meters carpet area of admeasuring 185 = 00 sq. ft. of Carpet area for the price of Rs. 7,77,000-00 [Rupees Seven Lakhs Seventy seven Thousand only] including the proportionate price of the common areas and facilities appurtenant to the premises the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule written. The Purchaser/s has paid a sum of Rs. 1,25,000-00 [Rupees Twenty five thousand only] as earnest money on or before the execution of these presents. The Purchaser/s hereby agrees to pay to the Promoter balance amount of Rs. 6,52,000-00 (Rupees Six Lakhs Fifty two Thousand) On or before promoter offering possession.



3. The Percentage of the undivided interest of the Purchaser/s in the common areas and the facilities limited or otherwise pertaining the said Office shall be in proportion of the area of the Office agreed to be sold hereunder to the total common areas and facilities limited or otherwise.
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Office to the Purchaser/s, obtain from the concerned authority occupation and/or completion certificates in respect of the Office.
5. The Purchaser/s has prior to the execution of this Agreement satisfied itself about the title to the said plot. The Purchaser/s shall not be entitled to investigate the title of the said plot any further and no requisition or objection shall be raised by the Purchaser/s in any manner relating thereto. A copy of the certificate of title issued by M/s. Kantilal Underkat & Co., Advocates and Solicitors is hereto annexed and marked Annexure "A".
6. The Purchaser/s agree that the Promoter shall be entitled to use the F.S.I. of the said entire plot and shall be entitled to carry on and complete construction on the balance land as and when the scheme thereof is sanctioned under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 and plans are sanctioned by Municipal Corporation of Greater Bombay and the Purchaser/s will not object, obstruct or

For Kishor Sand Supply Co.  
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interfere with such further construction in any manner whatsoever and will give all the cooperation required by the Promoter for the said purpose.

7. The Purchaser/s agrees to comply with all the terms and conditions of any order scheme, permission no objection etc., that may have been granted or sanctioned which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including Competent Authority under Urban Land (Ceiling & Regulations) Act, Government of Maharashtra and Municipal Corporation of Greater Bombay.

8. The Purchaser/s declares that neither the Purchaser/s nor members of his/her family, the meaning of word family being the same as defined Under Land (Ceiling & Regulations) Act, 1976, owns or own a tenement house or building within the limits of Bombay Agglomeration and relying solely upon this declaration the Promoter has agreed to sell the said Office to the Purchaser/s on the terms and conditions set out in this agreement.

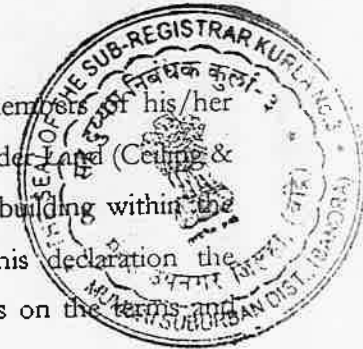
9. The Purchaser/s hereby grants his irrevocable power and consent to and agrees to:-

- a) The Promoter alone shall be entitled to the entire FSI whether available at present or in future till the conveyance or any other document vesting the property in favour of common organization of the Purchaser/s is executed including the balance FSI, the additional FSI available under D.P. Rules from time to time and/or by TDR Scheme or by and special concessions, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening set back reservation or otherwise;
- b) Under no circumstances the Purchaser/s will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- c) The Promoter developing the said plot of land fully by constructing many buildings and or additional built-up/floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift and by way of TDR or any purchase of floating FSI on the said plot and including putting up "Additional Construction" as mentioned above and Promoter selling the same and appropriating to himself the entire sale proceeds thereon without the Purchaser/s or other acquires of the tenements/Flats in such building and/or their common organization having any claim thereto or to any part thereof. The FSI and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc the same in manner the Promoter chooses. The Purchaser/s agrees not to raise any

\* For Kishor Sand Supply Co.

*Kishor Sand Supply Co.*  
Proprietor

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objection and/or claim, reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance, the Conveyance of the said plot, building etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Promoter shall be entitled to consume the said FSI by raising floor or floors on any structures and/or putting additional structures and/or by way or extension of any structure;

- d) The Promoter selling any part or portion of the said buildings including the open terrace walls, basement area or any portion thereof including a garden, display of advertisements, as the same may be permitted by the authorities concerned;
- e) To admit the persons who are allotted offices as provided in recital above as members of the proposed society.
- f) To bear and pay any increment in the price of building material due to unavoidable circumstances as may be decided by the Promoter;
- g) Not to raise any objection or interfere with Promoter's rights, reserved hereunder;
- h) If any further or other writing, document consent etc. is required or necessary for the aforesaid purpose the Purchaser/s will execute or sign the same.
- i) The Purchaser/s will also do all other acts, deeds things and matters which the Promoter in his absolute discretion deems fit;
- j) The aforesaid consent shall remain valid, continuous, subsisting and in full force even after the possession is handed over the Purchaser/s and/or possession of the said property is handed over to the society of the Purchasers of flats and this is irrevocable till the conveyance is executed in favour of society.



10. The Purchaser/s agrees to pay to the Promoter interest at 18% per annum on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Purchaser/s to the Promoter.

11. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the promoter shall be entitled at his own option to terminate this agreement by giving 15 days notice. PROVIDED FURTHER that

for  
Kishor Sand Supply Co.  
Proprietor

upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser/s the installments of sale price of the Office which may till then have been paid by the Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the First Purchaser any interest or any other amount on the amount so refunded and/or upon termination of this agreement and on refund of aforesaid amount by the promoter, the Promoter, shall be at liberty to dispose of and sell the Office to such person and at such price as the Promoter may in his absolute discretion think fit. The Purchaser/s agrees that sending of the said amount by cheque by the Promoter to the Purchaser/s at the address given by the whether the purchaser encashes the cheque or not will amount to the amount so required to be refunded.

12. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Office are those that are set out in Annexure "E" annexed hereto.

13. The Promoter may complete any wing, part portion of floor of the said building and obtain part occupation certificate thereof and give premises therein to the acquires of such premises and the Purchaser/s herein shall have no right to object to the same and the Purchaser/s hereby gives his specific consent to the same. If the Purchaser/s takes possession of any premises in such part completed wing, part, portion or floor, the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional constructions work in the said premises, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct, the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused.

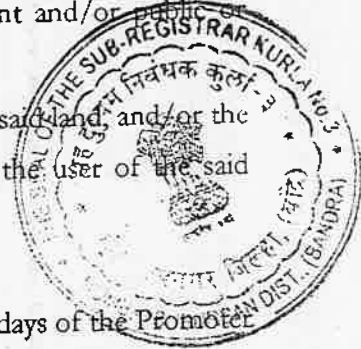
14. The Promoter shall give possession of the Office to the Purchaser/s on or before by \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Office to the Purchaser/s on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the Act then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Office with simple interest at nine percent per annum from the date the amounts received and till the interest thereon is paid. The Purchaser/s agrees that pending of the said amount by cheque by the Promoter at the addresses given by the Purchaser/s these presents, whether the Purchaser/s





encashes the cheque or not will amount to full refund to the amount so required to be refunded. PROVIDED THAT the Promoter shall be entitled to a reasonable extension of time for giving delivery of Office on the aforesaid date, if the completion of building in which the Office is to be situated is delayed on account of

- i] non-availability of steel, cement, other building material, water or electric supply;
- ii] war, civil commotion or act of God.
- iii] any notice order, rules, notification of the Government and/or public or competent authority;
- iv] the Promoter shall be entitled to change the user of the said land, and/or the part or portion thereof but the same will not affect the user of the said Office.



15. The Purchaser/s shall take possession of the Flat within seven days of the Promoter giving written notice to the Purchaser/s intimating that the said Office is ready for use and occupation and the Purchaser/s shall before taking possession of the said Office inspect the same thoroughly and point out defects if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required.

16. The Office is intended and shall be used for commercial purposes only and the Purchaser/s shall not use the Office or any part or portion thereof for any other purposes whatsoever. The Purchaser/s shall use the garage or parking space only for the purpose of keeping of parking the Purchaser/s' own vehicle and for no other purpose.

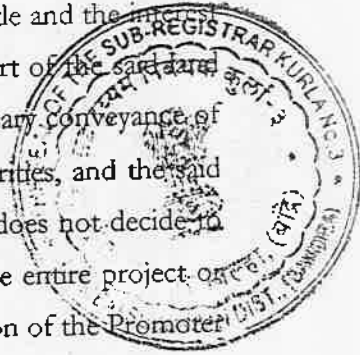
17. The said buildings shall always be known as "KAILAS PLAZA".

18. The Purchaser/s along with other Purchasers of basement/shops/office in the building shall join in forming and registering the society as the Promoter may deem fit and such society shall bear the name of "KAILAS PLAZA" as its first name and this will not be changed without written consent of the Promoters. The Purchaser/s agrees that for the aforesaid it shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary for the formation and registration of the Society for becoming a member including the bye-laws of proposed society and duly fill in sign and return to the Promoter within 4 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable Promoter to register common organization of the Purchaser/s under Section

\* Kishor Sand Supply Co.  
*Kishor Sand Supply Co.*  
 Proprietor

10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale, management and Transfer) Rules 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or other Competent Authority.

19. The Promoter shall, within a period of twelve months of registration of the Society as aforesaid cause to be transferred to the Society all the rights, title and the interest of the Promoter at the option of the Promoter in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance of the said land or to the extent as may be permitted by the authorities, and the said building in favour of such society/s. However if the Promoter does not decide to convey the aliquot part of the land the Promoter will convey the entire project on Federation of more than one Societies of the project. The decision of the Promoter whether to convey aliquot part or not is final and binding on the Purchaser/s.



20. Commencing a week after notice in writing given by the Promoter to the Purchaser/s that the said Office /tenement is ready for occupation or before taking the possession of the Office whichever is earlier the Purchaser/s will be liable to pay and pay regularly to the Promoter (a) the proportionate share of the Purchaser/s of the Municipal Assessment of the property, all rates and taxes whether any of the tenements of the building shall have been actually assessed or not or even if the assessment may not have been finally determined; (b) the share of the Purchaser/s in all other dues, duties, impositions, outgoing, and burden of any nature at any time hereafter assessed or imposed upon the said property and building or upon the owners or occupiers thereof by any authority including Municipality, Government Revenue Authority in respect of the entire buildings or the user thereof and payable either by the Owners or occupiers and (c) the proportionate share of all other outgoing in respect of the said Office or building including other taxes insurances, common lights, sanitation, additions, and alternations, oil paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers etc. and (d) all other expenses necessary and incidental to the said entire building including the said management and maintenance; until the Society is formed and the said land and buildings transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoing as may be determined by the Promoter. The Purchaser/s shall within seven days of posting intimation as aforesaid, deposit and keep deposited with the Promoter a sum of Rs. 10,000/- [Rupees

for  
OAM Ten Thousand only] without interest as security

for Kishor Sand Supply Co.

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deposit for payment by the Purchaser/s his share of aforesaid outgoings and payments. The Purchaser/s hereby further unequivocally agrees with the Promoter that until the Purchaser/s shall from the date of the said intimation regularly pay to the Promoter on the 5<sup>th</sup> day of every month provisional monthly contribution of Rs. 1017.50 [Rupees One thousand seventeen and Fifty paise only] towards and on account of the Purchaser/s in its share of the aforesaid outgoings and payments every month in advance to the Promoter. The Promoter shall be at liberty without being bound so to do to appropriate from the said deposit money if any the due by the Purchaser/s for its aforesaid share of liability.



21. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts:
- i] Rs. 1,000.00 being agreed legal charges and expenses,
  - ii] Rs. 3,61.00 for share money application entrance fee of the Society or Limited Company;
  - iii] Rs. 1,000.00 for formation and registration of the society or Limited Company;
  - iv] Rs.      for Water and electricity charges
  - v] Rs.      for Development charges.
  - vi] Rs.      consultancy fee for finalization of ratable value and assessment to municipal taxes for the said premises.
  - vii] Such amount as may be determined towards share of the Purchaser towards contribution to the Sinking Fund (not exceeding Rs.20/- per sq. ft.) and the deposit.
  - viii] Rs.      for statutory and other charges/deposits including for electricity, water, municipal taxes, LUC taxes and other taxes, duties, levies, cess or fees.

22. The Promoter shall utilize the sum of Rs. 1,000.00 paid by the Purchaser/s to the Promoter for meeting all legal costs, charges and expense, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Conveyance.

23. The Purchaser/s shall pay Rs. 1,000.00 [Rupees One Thousand only] for preparation of all other documents formation and registration of the Society including professional costs of lawyers for transfer of the said property to the said Co-operative Society (such costs

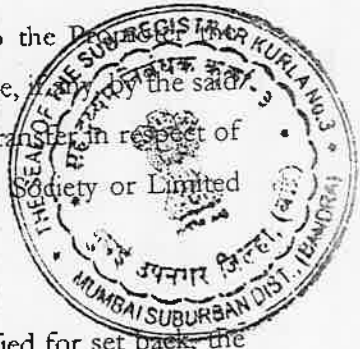
For Kishor Sand Supply Co.,

*[Signature]*  
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of transfer to be borne and paid wholly by the Purchaser/s and other acquires of flats/tenements in equal shares) but exclusive of all out of pocket expenses like stamp duty, registration charges etc. which also shall be borne and paid wholly by the Purchaser/s and other acquires of Office on intimation by the Promoter by depositing with the Promoter their respective share as may be informed by the Promoter.

24. At the time of taking possession the Purchaser/s shall pay to the Promoter the Purchaser/s' share of stamp duty and registration charges payable, in any manner, by the said society on the Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company.
25. In the event of any of the portion of the said land being notified for set back, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the set back land.
26. Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the land or buildings or otherwise the Purchaser/s on being called upon to do so by the Promoter, shall pay to the Promoter its share thereof at or before or after taking possession of the said Office tenement as may be required or demanded by the Promoter.
27. The Purchaser/s or himself/themselves with intention to bring all persons into whomsoever hand the Office may come, doth hereby covenant with the Promoter as follows :
- a) To maintain the Office at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the Office is taken and shall not do or suffered to be done anything in or to the building in which the Office is situated, its staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/after or make addition in or to the building in which the Office is situated and in the Office itself or any part thereof; not to store in the Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage, the construction or structure of the building in which the Office is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase common passage or any other structure of the building in which the



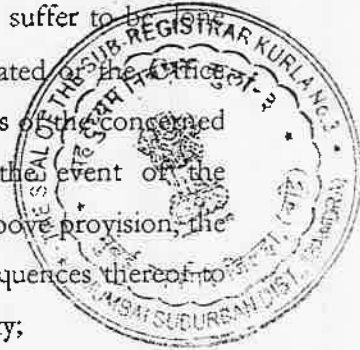
For Kishor Sand Supply Co.  
*Kishor Sand Supply Co.*  
Proprietor



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Office is situated including entrance of the building in which the Office is situated or the Office on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

- b) To carry at his own cost all internal repairs to the said Office and maintain the Office in the same conditions, state and other in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything or in the building in which the Office is situated or the Office which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- c) Not to demolish or cause to be demolished the Office or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Office is situated and shall keep, the portion sewers, drains, pipes in the Office and appurtenance thereof in good tenantable repair and condition, and in particular so as to support shelter and protect the other part of the buildings in which the Office is situated and shall not chisel or in any other manner damage to columns, beam walls, slabs or RCC part or other structure in the Office without prior written permission of the Promoter and/or the Society or the Limited Company; not to do or permit to be done any act of thing which may render void or voidable any insurance of the said land and the building in which the Office is situated or any part thereof or whereby any increase premium shall become payable, in respect of the insurance.
- d) Not to throw dirt, rubbish, range, garbage or other refuse or permit the same to be thrown from the said Office in the compound or any portion of the said land the building in which the Office is situated;
- e) Pay to the Promoter regularly whether demanded by the Promoter or not his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Office is situated;
- f) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other Public authority including on account of



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Kishor Sand Supply Co.  
*Kishor Sand Supply Co.*  
Proprietor

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change of user of the Office by the Purchaser/s viz. use for any purposes other than for residential purpose;

- g) The Purchaser/s shall not let, sub-let, transfer assign or part with its interest or benefit factor of this Agreement or part with the possession of the Office until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoter;
- h) The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additional alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other Public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupations and the use of the Office in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- i) In the event of the possession of the Office being given before conveyance of building in which Office is situated is executed, the Purchaser/s shall till such conveyance executed permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the State and conditions thereof;
- j) The Purchaser/s shall not close verandah or balconies without the sanction and permission of the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said Office .



28. The Purchaser/s agrees to sign and deliver to the Promoter before or after taking possession of the Office all writings, papers, documents, applications etc. as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.

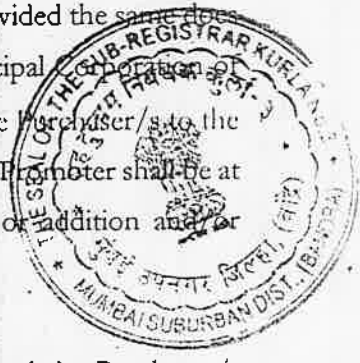
29. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in Law of the said Office or of the said Plot and Building or any part thereof in favour of the Purchaser/s and Purchaser/s shall have no claim save and except in respect of the Office hereby agreed to be sold to him and the entire property including all open spaces, parking spaces, lobbies, staircase,

For Kishor Sand Supply Co.  
*Kishor Sand Supply Co.*  
Proprietor

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recreation spaces, walls, compound wall, lifts terrace including the right over walls hoarding etc. will remain the property of the Promoter deems fit until the entire property including land and building or buildings is transferred to the Society as herein mentioned.

30. During the course of construction the Purchaser/s may instruct the Promoter to make any addition or alteration including any extra amenities provided the same does not involve any structural change and is permitted by the Municipal Corporation of Greater Bombay and the extra cost thereof is paid advance by the Purchaser/s to the Promoter upon the Promoter agreeing to provide the same. The Promoter shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration.



31. Irrespective of disputes, if any, arising between the Promoter and the Purchaser/s and/or the said co-operative Society all amounts, contributions and deposits including amounts payable by the Purchaser/s to the Promoter under this Agreement shall always be paid punctually by the Purchaser/s to the Promoter and shall not be withheld by the Purchaser/s for any reasons whatsoever.

32. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

33. The Purchaser/s shall present this Agreement as well as the conveyance at the proper registration office of registration within the time prescribed by the Registration Act and the Promoter will attend such office and admit executive thereof.

34. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s at his/her address specified below:-

B-12/13, Kailas Plaza,  
Vallabh Bang Lane,  
Ghatkopar (E)  
Mumbai 400075

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For Kishor Sand Supply Co.

*Kishor Sand*  
Proprietor

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35. After possession of the said Office is handed over to the Purchaser/s if any additions or alternation in or about or relating to the said building and/or Office are required to be carried out by any statutory authority, the same shall be carried out by the Purchaser/s and the other acquirers of the flats in the said building at their own costs and the Promoter will not in any manner be responsible for the same.

36. So long or if it does not in any way effect or prejudice the right herein in favour of the Purchaser/s in respect of the premises agreed to be purchased by the Purchaser/s, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said property or in the said building to be constructed by the Promoter.



37. Under no circumstances, the possession of the tenement shall be given to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s has been made by it.

38. The Purchaser/s shall not be entitled to claim partition of its share in the said property and/or the said Building and the same shall always remain undivided and impartible.

39. In the event of the Society being formed and registered before the construction and/or sale and/or disposal by the Promoter of all the Flats/Shops/Garages/Parking Spaces in the said buildings as aforesaid, the Powers and authority of the Society so formed of the Purchaser/s and other Purchasers of basement/shops shall be, subject to the over all control of the Promoter on all or any of the matters, concerning the said buildings, the construction and completion thereof and all amenities appertaining to the same but without prejudice to the generality of the foregoing, the Promoter shall have absolute authority and control as regards the FSI available further construction, incomplete construction unsold portion of such building incomplete flats, shop, garages and parking spaces and the disposal thereof and such society shall not have any such right or authority.

40. The transfer deed and all documents shall be prepared by Messrs Purnanand & Co., Advocates of the Promoter and shall contain covenants and conditions including these contained this Agreement and the Agreement with the Original owner with such modification alterations, and additions therein as the Promoter may deem fit and proper and other clauses which they think necessary and desirable.

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For Kishor Sand Supply Co.  
*Kishor Sand Supply Co.*  
Proprietor



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41. Until such time the transfer is executed as aforesaid, the Purchaser/s agrees to abide by all the rules and regulations framed or to be formed by the Promoter at any time and from time to time and at all times and generally to do all and every reasonable act that the Promoter may call upon the Purchaser/s to do in the interest of the said property and the holders of other flats/shops/basement/restricted commercial premises garages spaces.

42. The Purchaser/s shall sign all papers and documents and do all other things that the Promoter may require it to do from time to time in this behalf including for safeguarding the interest of the Promoter and holders of other flats/shops/garages/parking spaces etc. in the building in the said property.



43. Garages taken by the Purchaser/s and/or open parking space after execution of conveyance shall only be used by the Purchaser/s or its agent and shall not park and/or wash its car outside its garage or car parking space allotted to it. The Purchaser/s shall also take care that it or its guests do not park the cars in the compound or drive way of the said building except for the purpose of entering into or alighting from the car.

44. It is agreed by the Purchaser/s purchasing the shop, office or restricted commercial premises that he/she/they will not fix AC at any other place except at the space provided in windows and also shall not fix any name board or display any advertisement on the top of the entrance of shop or in front of shop. The Promoter agrees to provide name plate or board at the top and front of every shop so in front of shop. The Promoter agree to provide name plate or board at the top and front of every shop so as to elevate front portions in harmony or identical manner.

45. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the costs, charges and expenses of preparing engrossing, stamping and registering this and all other Agreements Covenants deeds, or any other documents required to be executed by the Promoter and/or the Purchaser/s, all costs, out of pocket expenses charges and expenses arising out of or under these presents as well as the entire professionals costs of the Advocates or solicitors for the owner and Promoter including preparing and approving all such documents shall be borne and paid by the Purchaser/s or by the Society or proportionately by all the Purchaser/s in the said building including the Purchaser/s, the Promoter shall not contribute anything towards such expenses. The proportionate such share of the costs, charges and expenses payable by the owners and Promoter shall be paid by the Purchaser/ss immediately on demand.

for  
Kishor Sand Supply Co.  
*[Signature]*  
Proprietor

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46. The Purchaser/s shall pay brokerage to M/s. \_\_\_\_\_ at the rate of two per cent on the total purchase price of the said flat/ shop/garage/parking space on the execution of this Agreement.

47. This Agreement shall always be subject to the provisions of the Apartment Ownership Act (Mah.Act No.XV of 1971).



48. The Purchaser/s shall pay requisite Stamp Duty on this Agreement before its execution and thereafter at his/her/their own cost shall lodge it for Registration before the Sub-Registrar of Assurance and shall intimate the promoter the details of Registration to enable the promoter to admit execution thereof - In case of failure by purchaser the promoter shall not be liable for consequences thereof.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land or ground being O.P. No.324 (Pt.) and now bearing F.P. No 355 of T.P.S. III Ghatkopar 1<sup>st</sup> Variation (Final) lying or being in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement 8100 Sq. mts. Bearing : \_\_\_\_\_ and bounded as follows :

- On or towards the East : by 90' D.P. Road
- On or towards the West : by 50' T.P. Road now known Ramnarayan Narkar Road.
- On or towards the North : by F.P. No.324 or T.P.S. III and;
- On or towards the South : by Vallabh Baug Lane.

THE SECOND SCHEDULE ABOVE REFERRED TO

- 1] the land on which the building is located.
- 2] the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapers and entrances and exists of the building ;
- 3] the gardens, parking areas and storage spaces if any;
- 4] the elevators, elevator rooms tanks, pumps, motors, fans, compressors common lights, and in general all apparatus and installations existing for common use;

For Kishor Sand Supply Co  
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*F. P. M. M.*  
Proprietor

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5] all other parts of the property necessary or convenient to its existence maintenance and safety, or normally in common use;

SIGNED SEALED AND DELIVERED ]  
By the withinnamed : THE PROMOTER ]  
M/S. D.K. PATEL & CO. ]  
in the presence of ..... ]

For D. K. PATEL & CO.

*[Signature]*  
PARTNER

SIGNED SEALED AND DELIVERED ]  
By the withinnamed : THE PURCHASER ]  
M/s. Kishore Sand Supply Co. ]  
Thro' Proprietor. ]  
in the presence of ..... ]

For Kishor Sand Supply Co

*[Signature]*  
Proprietor

RECEIVED the day and year first ]  
Hereinabove written of and from the ]  
withinnamed The Purchaser/s a sum ]  
of Rs. 1,25,000/- [Rupees One Lakh ]  
Twenty Five Thousand only] ]  
being the amount of earnest money to be ]  
paid by them to us by ~~cash~~ Cheque No. ]  
           on            dated            ] ... Rs. 1,25,000.00



WITNESS :

WE SAY RECEIVED

*[Signature]*

[PROMOTER]

ANNEXURE "A"

KANTILAL UDERKAT & CO.  
ADVOCATES & SOLICITORS.

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Re: All that piece or parcel of land admeasuring 8100 sq.metres bearing Final Plot No.355 of T.P.S. III, Ghatkopar (East) (First Variation) (Final) bearing C.T.S. No.5736-B belonging to, (1) Smt. Jayalaxmi Narottamdas Shah (2) Shri Dipak Narottamdas Shah (3) Shri Dhirajlal Keshavlal Shah (4) Smt. Dhanlaxmi Dhirajlal Shah (5) Shri Chetan Dhirajlal Shah (6) Kum. Parul Dhirajlal Shah (7) Smt. Prabhavati Dhanvantrai Shah (8) Smt. Surekha Sandip Parikh (9) Smt. Dalsha Mahesh Shah and (10) Smt. Taralaxmi Savailal Shah.

As per the Town Planning Scheme, Ghatkopar No.III (1<sup>st</sup> Variation) (Final) sanctioned by the Government Resolution No. TPS/4382/1245/CI-533/ 83/UD-5 dated 26<sup>th</sup> February 1985 and its coming into effect from 1<sup>st</sup> May 1985 the above plot is allotted to the aforesaid persons in lieu of their original plot (O.P. No.323) and as per the sanctioned Town Planning Scheme records the area of the above plot is shown as 8100 sq.meters. The Possession of the said plot is handed over by the Representative of the Ward Officer, "N" Ward, in the presence of City Survey Officers and the representative of the Executive Engineer, Town Planning (Development Plan) as recorded by the letter of Executive Engineer dated 8<sup>th</sup> July 1985 bearing No. CE/6868/DP/TPS.

The names of the above owners have been entered into as the Owners in the records of City Survey Office and the Property Register Card is issued in their name in pursuance of the aforesaid order of the Arbitrator, Town Planning on 29<sup>th</sup> October, 1987.

The Sanad, i.e. in the form of Tenure and Title Certificate dated 25<sup>th</sup> November, 1987, is also issued by the Deputy Director of Town Planning, Bombay Division, Bombay, under the Maharashtra Regional and Town Planning Act, 1956 certifying that the aforesaid owners the owners of the above lands.

In view of the aforesaid allotment by the Town Planning Authorities the title of the owners, in our opinion, in respect of the above property is marketable, free from all encumbrances and reasonable doubt.

The Owners of the above property had entered into the agreement with M/s. D.K. Patel & Co. dated 2<sup>nd</sup> September, 1974 for sale and development of the above Original Plot i.e. O.P. No.323, and after allotment of the aforesaid final Plot No.355 by the Town Planning



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Authorities the aforesaid agreement has been modified by an agreement dated 6<sup>th</sup> December, 1985.

By an order dated 8<sup>th</sup> February 1988 bearing No.C/ULC/SR-6 (1)/244/1 to 7 & XII/375 to 383/1042, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 have declared the land admeasuring 3414 sq. metres as excess vacant land and thus the Owners are permitted to retain the rest of the land i.e. 4686 sq.metres.

Dated this 23<sup>rd</sup> day of February, 1988.

For M/s. KANTILAL UNDERKAT & CO.

Sd/-  
PROPRIETOR.



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पालिका/न.मु.पा.का. -- न.मु.अ.घाटकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

शिट नंबर घाट नंबर

लेंद्र  
चौ.पी.

घरफाटो/म

अप्टो 1st page

शासनका प्रतीका अथवा पीठा भिन्ना या प्रकारात  
तयारलेल आणि त्याच्या वेळ तयारवारीची किताब (का)

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बनवहीनंसार र. नं. २१५५/-  
दि. १२-८-१० पासून

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५२ भागक  
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श्री. एन्.के. राडा आणि डाटा



व्यवहार	रकम/कमक	नवेन घटक (अ) घट्टार (घ) किंवा भात (घ)	परी २३/८८ न.मु.अ. घाटकोपर
०२/१९८८ घाट ऑफीसर एन् वार्ड घाटकोपर मुंबई महानगर पालिका याचे कॅडेल पत्र /फनास/No WCN/२५०१/Maint dated /२१/२/८६ या अर्थि अर्जिजिअर (मॅटेन्स) एन् वार्ड घाटकोपर मुंबई महानगरपालिका याचे कॅडेल पत्र नं./No. AEMN/१५०७/3R/ dated १३-२-८८ ने मुंबई महानगर पालिका रमास्वी कापी संपादन केलेले प्रौढ र.पी कलन ७१४.०० चौ.पी.			
०४/१९९१ सा.सर्व्हिजिजन ऑफीसर मुंबई उपनगर याचे कॅडेल क./डो.एल.एन/बो ७४७६ दि.२-५-८८ ७४७६ दि.२-५-८८ या मा.अ.पर सिव्हिलियनरी मुंबई याचे कॅडेल अद्वैरा क. सी/एल.एन.डी/VII-A/ एम.ए.जे/3R/१६२४/०६.३३-८-१० या अलेश या मा.न.मु.अ.क.७ याचे कॅडेल क चाक्री/मो.ए.न. १८१३ दि.३०-८-११			परी ३०/११२ न.मु.अ. घाटकोपर

कत पारा

द्वी नमकल -

न.मु.अ.घाटकोपर

मुंबई उपनगर जिल्हा

१५०९/१५  
६०  
२२

३०.४  
३०.४  
३०.४

वरील प्रत  
(८/१६)  
वय र मुभापन स्वडिजारी  
घाटकोपर.

ANNEXURE 'C'

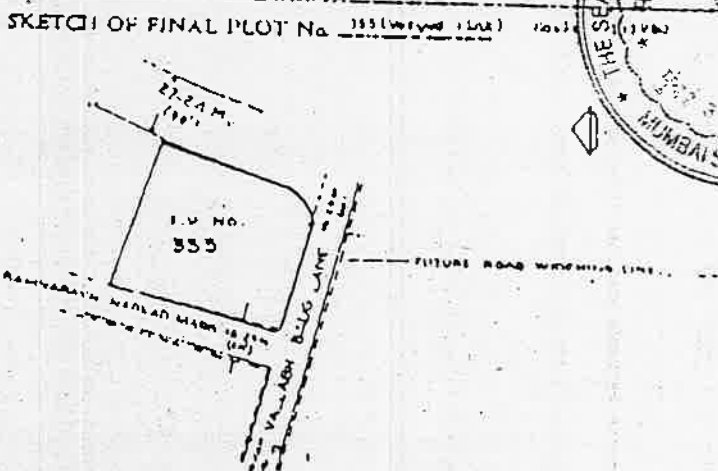


**MAHARASHTRA  
REGIONAL AND TOWN PLANNING ACT, 1966  
Certificate of Tenure and Title**

बदर-१३  
3846 / 26  
R.O. 26

Town Planning Scheme No. 111  
(Sanctioned under Government Notification No. 111/1966, Department of Town Planning, Maharashtra Government, dated 22.12.66 and published at page 121 of Maharashtra Government Gazette, 22.12.66. Division Supplement dated 22.12.66.)

Blot No. 355 Area: 1.14 sq. m.  
Reputed Owner: Smt. S. S. Shinde (10) (10) (10) (10) (10) (10) (10) (10) (10) (10)  
Lesser:  
Less:  
Period of lease: from



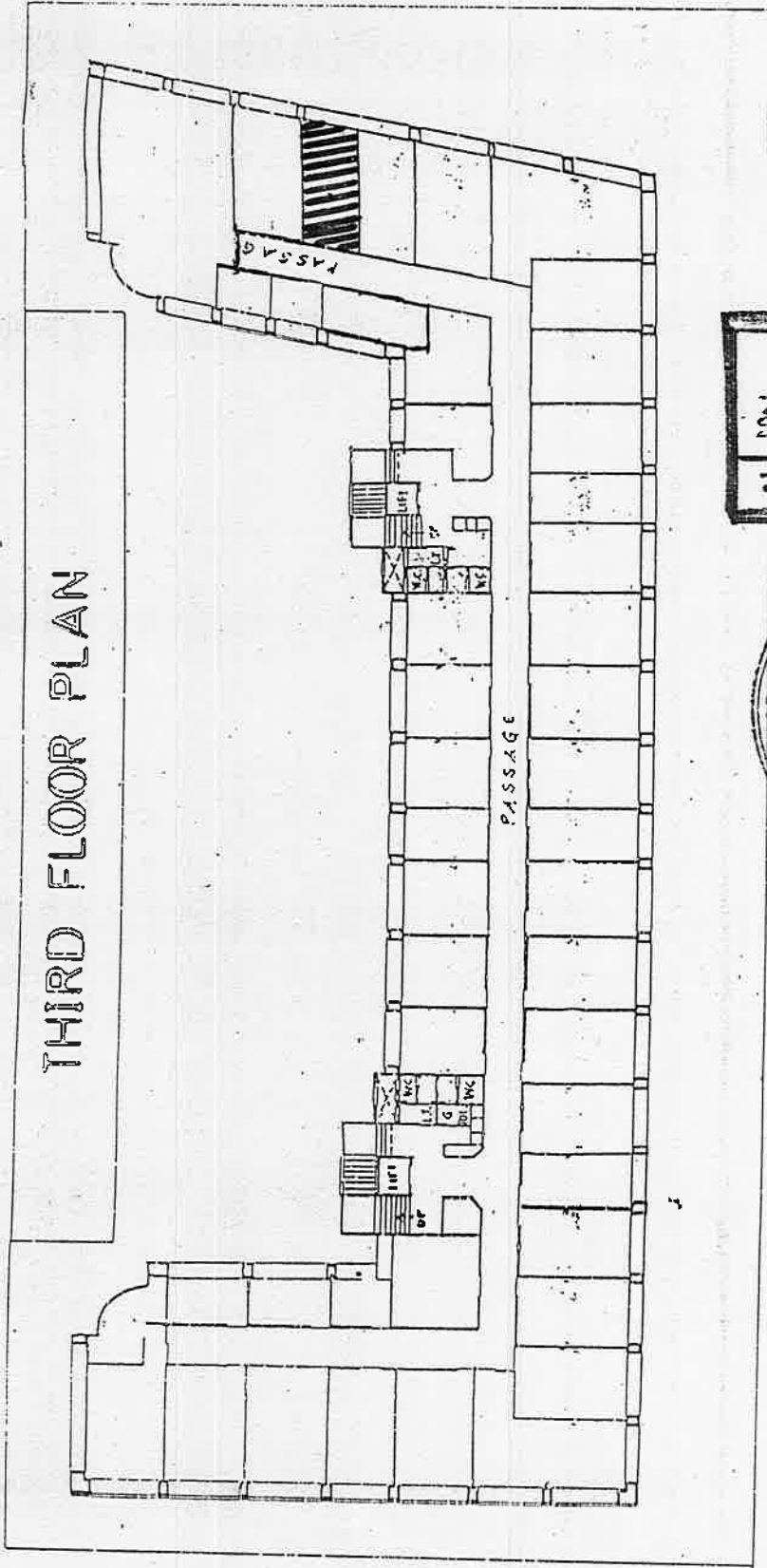
(1) Bounded on the North by Plot No. 324  
South by 27.24 M.  
East by 27.24 M.  
and West by 27.24 M.

(2) Tenure: Freehold  
Title: Allotted in view of G.O. No. 111/66  
Rights: Full  
Duties: Full

**Note:**  
(1) This plot shall be sold subject to all the conditions and stipulations contained in the scheme of town planning as to the extent and nature of the rights to be granted and the extent and nature of the duties to be imposed on the land.  
(2) The holder of this certificate shall be bound to observe all the provisions of the Maharashtra Regional and Town Planning Act, 1966 and the rules made thereunder.  
(3) The holder of this certificate shall be bound to observe all the provisions of the Maharashtra Regional and Town Planning Act, 1966 and the rules made thereunder.  
(4) The holder of this certificate shall be bound to observe all the provisions of the Maharashtra Regional and Town Planning Act, 1966 and the rules made thereunder.

(3) This certificate is granted under rule 26 of the Maharashtra Regional and Town Planning Schemes Rules, 1974, in proof of the title and title of the owner shown, and shall be valid unless declared otherwise by a decree of a court within the period of limitation prescribed by law. It shall be the duty of the holder of this certificate to observe all the provisions of the Maharashtra Regional and Town Planning Act, 1966 and the rules made thereunder.

Deputy Director of Town Planning  
Mumbai, India



THIRD FLOOR PLAN

OFFICE NO. 310.

२२७-२३	
३११६	१५
२००५	



For D. K. PATEL & CO.

*[Signature]*  
 PARTNER

For Kishor Sand Supply Co.

*[Signature]*  
 Proprietor



ANNEXURE "E"

PLOT :

The land is freehold.

BUILDING :

The building shall be of R.C.C. frame with brick masonry walls.

WINDOWS :

Common toilets for ladies and gents with marble granite flooring and coloured glazed tiles and sanitary fittings with concealed plumbing shall be provided.

ELECTRIC :

The wiring will be concealed throughout the shop/office. The wire will be of copper and one point of air-conditioner will be provided in shop/office. One fan point and two points for light will also be provided.

बदर-१३  
30/11/20  
2004

STAIRCASE :

The same shall be of R.C.C. one side of the staircase R.C.C. pardi with handrail on it, R.C. Pardi will be finished with cement plaster.



FLOORING :

Flooring in shop/office and passages will be of marble/granite.

COLOUR :

The building will have neeru finished plaster inside the building and Cement plaster and partly permanent finished work on outside. Inside plaster surfaces will be coloured with three coats of lime colour and outside plaster will be coloured with cement paints.

ROLLING SHUTTERS :

Rolling shutters to all shops with enamel paints will be provided.

GENERAL :

The compound will be paved from the entrance to the staircase with mass concrete. Under ground and overhead R.C.C. tanks with pumps and pump room as per Municipal rules will be provided.

LIFT :

One Lift will be provided in this building.

FIRE FIGHTING :

Fire Fighting system will be provided as per Fire Laws.

For Kishor Sand Supply Co

J. Kishor Sand Supply Co  
Proprietor



श्री. योगेश जी. दवे.

23 JAN 2003  
27  
AN 2003

शामकंज, खोटाशी लेन, घाटकोपर (प.)

परवाना क्र. 27112, घाटकोपर.

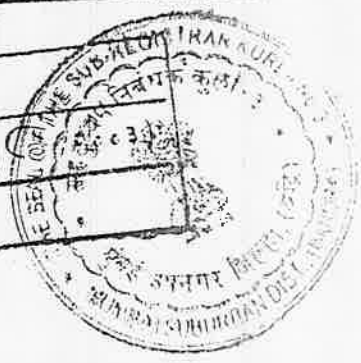
क्रमांक 27112 दिनांक

श्री/श्री/श्रीमती D. K. Patel & Co

S. P. Sonawane  
Officer



न्यायेचनामुद्राबंदर - 3  
सही  
वस्तु क्रमांक 104



SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, we M/s. D.K.PATEL & COMPANY having place of business at 23, Kailas Nagar, M. G. Road, Ghatkoper (East), Mumbai - 400 077, SEND GREETINGS:

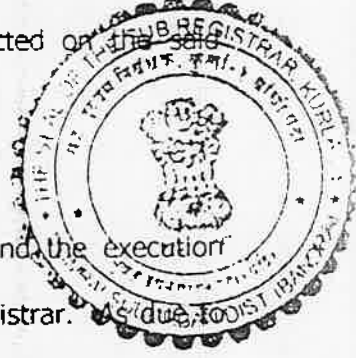
WHEREAS:

- a) We are the Promoters of the buildings "Kailas Towers" and "Kailas Plaza" constructed on Final Plot No. 355, Vallabh Baug Lane, Ghatkoper (East), more particularly described in the Schedule hereunder written and hereinafter referred to as the 'said property';

बदर - ३  
दस्तावेज क्रमांक 104C  
2

b) We as Developers of the said property are required to execute Agreements for Allotment of such Units and/or premises constructed on the said property in favour of the prospective Buyers/Purchasers;

c) The said Agreements are required to be registered and the execution whereof is required to be admitted before the Sub-Registrar. As due to our preoccupations, we are unable to attend the office of the Sub-Registrar and are therefore desirous of appointing Mr. Bajarang T. Kadam and Mr. Deepak M. Patel to act jointly and/or severally as our true and lawful attorney to admit the execution whereof as hereafter appearing.



बदर-१३  
3040 12  
2004

AND KNOW YE AND THESE PRESENTS WITNESSETH AS UNDER

We M/s. D. K. Patel & Company, do hereby nominate, constitute and appoint Mr. Bajarang T. Kadam and Mr. Deepak M. Patel whose signatures are set out herein below, as our true and lawful attorney to do on our behalf all or any of the following acts, deeds matters and things, that is to say;



1. To admit the execution of the Agreements for Sale of Units and other premises in the said buildings being constructed on the said property, more particularly described in the Schedule hereunder written, which may be executed by us.
2. To represent us before the Sub-Registrar and do such acts, deeds, matters and things for getting such Agreements for Allotment of Units/ premises registered.

बदर - ३  
दस्ता नमांक १५१ (१००३)  
३

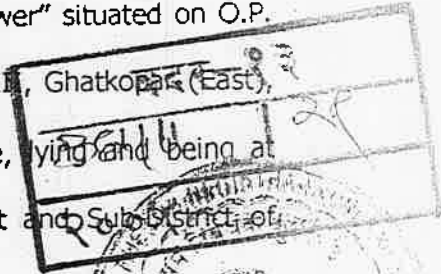
3. And generally to do such further acts, deeds, matters and things as may be necessary or required for admitting the execution of the said Agreements for Sale and getting the same registered.
4. And we do hereby agree to confirm and ratify all and whatsoever our said Attorney shall lawfully do by virtue of this presents.

IN WITNESS WHEREOF we M/s. D. K. Patel & Company have set and subscribed our hands and seals hereto this 30<sup>th</sup> day of January, 2003

THE SCHEDULE HEREINABOVE REFERRED TO:



The buildings known as "Kailas Plaza" and "Kailas Tower" situated on O.P. No. 324(p) and now bearing Final Plot No. 355 of T.P.S. III, Ghatkopar (East), (First Variation) (Final) bearing 15/11/2002 situate, lying and being at Vallabh Baug Lane, Ghatkopar in the Registration District and Sub-District of Bombay City and Bombay Suburban and bounded as follows;



- On or towards East : By 90' D.P.Road;
- On or towards West : By 50' T.P. Road known as Ram Narain Narkar Road;
- On or towards North : By Final Plot No. 324 of T.P.S. III and;
- On or towards South : By Vallabh Baug lane  
By Vallabh Baug lane.



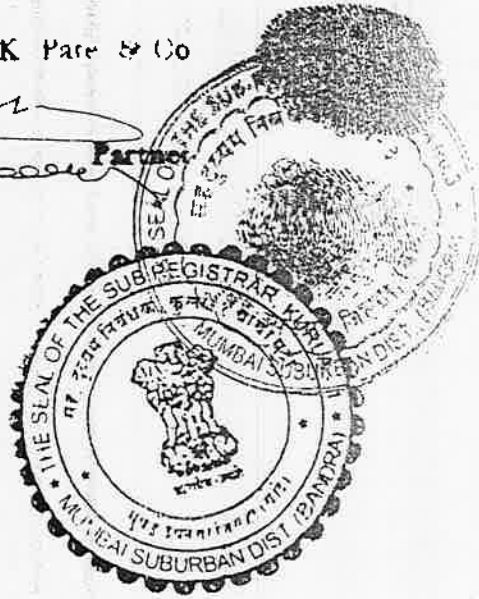
बदर-१३  
सां. क्रमांक 104  
०

SIGNED AND DELIVERED by the )  
with in named M/s. D. K. PATEL & )  
COMPANY in the presence of.....)

*[Signature]*

For D. K. Patel & Co

*[Signature]*  
Partner



*[Signature]*  
MR. BAJRANG T. KADAM

*[Signature]*  
MR. DEEPAK M. PATEL

बदर-१३  
२४० ०  
२००५



दस्त क्र. [नदर3-758-2003] चा गोषवारा  
वाचक मुल्य 11 मीघदला 0 भरलेले मुद्रांक शुल्क : 100

दस्त उतर केल्याचा दिनांक 30/01/2003 05:59 PM  
निष्पादनाचा दिनांक : 30/01/2003  
दस्त उतर करणाऱ्याची सही :

*[Handwritten signature]*

दस्ताचा प्रकार : (48) मुलखारनामा  
शिका क्र. 1 ती वेळ : (सादरीकरण) 30/01/2003 05:59 PM  
शिका क्र. 2 ती वेळ : (प्री) 30/01/2003 06:01 PM

आंकड्य :  
साक्षीत इराग असे निवेदील करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
न त्यांची ओळख पाहतात.

1) निजेश जाशी, घर/फ्लॅट नं. 1 व 2

मल्ली/रस्ता : -  
ईमारतीचे नाव: रिद्धी सिद्धी  
ईमारत नं. : -  
फेट/वसाहत : -  
शहर/गाव: घाटकोपर पूर्व  
तालुका: कुर्ला  
पिन: 77

2) अंजली दिगणकर, घर/फ्लॅट नं. ब्लॉक नं वी-6

मल्ली/रस्ता : -  
ईमारतीचे नाव: रिकमणी संदेश को ऑप हाऊ सोसा.  
ईमारत नं. : -  
फेट/वसाहत : -  
शहर/गाव: गांधी प  
तालुका: कुर्ला  
पिन: 78

द. निवधकाची सही  
कुर्ला 1 (कुर्ला)

*[Handwritten signature]*

*[Handwritten signature]*

दस्त क्र. 300  
दस्ता क्र. 758 पावती क्रमांक 758  
दिनांक: 30/1/03 मद्रुये रॉकड वरीत अना केडी

*[Handwritten signature]*

सह. दुय्यम निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा.

30/1/03

पावती क्र.: 758 दिनांक: 30/01/2003

पावतीचे वर्गीत

नांव: म. डी. के. दुय्यम निबंधक, कुर्ला-१  
किशोर म. घट्टे डी. के. पटेल 30/01/03

100 अंजली की

120 अंजली (अ. 11(1)), पुरकवासी यका  
(आ. 11(2)).

रुजवात (अ. 12) व छायाचित्र  
एकत्रित की

220: एकूण



प्रमाणित करणेत येते की, या दस्ताचा  
पुस्तक क्रमांक (६) पाने आहेत.

सह. दुय्यम निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा.

दस्त क्र. 300/1/03

पुस्तक क्रमांक 1 क्रमांक वर  
नोवला. 30/1/03  
दिनांक

सह. दुय्यम निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा.

Stamp box containing the text 'Belli' and '32' with a date stamp '2004'.



VALID UP TO 9/4/92

Municipal Corporation Of Greater Bombay

COMMENCEMENT CERTIFICATE.

CE/5388BPES/AN of 10/4/91

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra No. XXVII of 1966) to *Mrs N. K. Shah and others*

Applicant to the development work of *Building*

at premises at Street No. *F.P. No. 355* Survey No. *T.P.S. III*

Hissa No. *Vallobh Baug* Of village *Ghatkora (E)* Situated at *Chhatrapati*

on the following conditions viz



1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans, (b) any of the conditions, subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with, (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed *Shri N. B. Rakhde* Executive Engineer, to exercise his powers and sanctions of the Planning Authority under section 45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

3. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such lapse shall not be a subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

बदर-१३  
Three year  
03  
Section 44

4. The conditions of this certificate shall be binding not only on the applicant but also his heirs, successors, executors, administrators and assignees and every person deriving title through or under him.

*C.C. upto plinth level.*

for and on behalf of the local Authority  
The Municipal Corporation Of Greater Bombay.

*N. K. Rakhde*  
Executive Engineer, Building Proposals)  
(Eastern Suburbs)

OR

Municipal Commissioner for Greater Bombay.



CEI 5388 - 8 AUG 1992

C.C. for ground floor and part 1st fl.

Executive Engineer Build  
( Eastern Subu  
878

CEI 5388 / EPES / A/N  
18 JAN 1994

Full C.C.

Executive Engineer Building Proposal/  
( Eastern Suburbs. )

TRUE COPY

*S. V. Thakker*  
S. V. Thakker & Associates  
Architects, Engineers & Valuers,  
406/407, Chavchav Market,  
M. G. Road, Ghatkopar (E),  
Bombay-400 077.



बदर-१३  
४५० | ३२  
०५



शुद्धीकरण शुल्क  
 ०  
 शुद्धीकरण शुल्क  
 ०



बदर-१३  
 ०१/१०/२००४  
 २००५

N-1099 (41AA) PLOT NO 355 VALLABHBAUG LANE KAILASH PLAZA SHOPPING  
 WITH OFFICE & BANK SHRI D K SHAH AND OTHERS

N 030987772 01/10/2004-31/03/2005 N-1099 (41AA)  
 (प्लॉट नंबर ३५५)  
 M/S D K PATEL & CO  
 KAILASH PLAZA PREMISES  
 CO OP SOC LTD  
 VALLABH BAUG LANE  
 GHATKOPAR(E)  
 MUMBAI 400077

01/10/2004	31/03/2005	28596451	0	0	2859645
428947	0	25%NR 357456	0	15.00%NR 214473	171579
30.00%	0	0	12.00%	171579	12%NR 171579
428947	0	0	3%	42895	0.50% 7149
			15%	214473	

N -- 030987-77-2	2006420
203852	1608551

N WARD, OPP RLY STN JAWAHAR RD  
 GHATKOPAR(EAST) MUMBAI 400077

०१/१०/२००४

१६. कर्ता को... १७. कर्ता को... १८. कर्ता को...  
 १६. कर्ता को... १७. कर्ता को... १८. कर्ता को...  
 १६. कर्ता को... १७. कर्ता को... १८. कर्ता को...

५७३३३



**BRIHANNUMBA MAHANAGARPALIKA**

RECEIPT NO.:

30	30
30	30
30	30

Assesso and Collector

Bill Period : 200420

Receipt Number : N/ANC/04/C06758

SAC No : 030987772

Name : M/S D K PATEL & CO

Address : KAILASH PLAZA PREMISES

CO OP SOC LTD

Window Ref. No. : N/2/00018

Date : January 14, 2005

VALLABH BAUG LANE GHATKOPAR(E) MUMBAI 400077

Total Tax: Rs. 1208551.00  
 Warrant Fee: Rs. 0.00  
 Government Penalty: Rs. 0.00

Notice Dues: Rs. 50.00  
 Municipal Penalty: Rs. 0.00  
 Total Amount Due: Rs. 1208601.00  
 Amount Paid: Rs. 200000.00PP  
 Amount Balance: Rs. 1008601.00

In Words : RUPEES TWO LAC ONLY

Bank : ICICI  
 Cheque no. 279158 Date: January 12, 2005

Cheque Amount : Rs. 200000.00

For Office Use  
 2/159/14/1/2005/11:20:57 AM  
 Remark1  
 Remark2

Received By  
 Cash Receiving Clerk





**BRIHANMUMBAI**

दर-२३

13/12/04

WARD

**MUMBAI ANAGARPALIKA**

RECEIPT NO. : 0030586

Assessor and Collector

Bill Period : 200420

Receipt Number : N/ANC/04/005443

SAC No : 030987772

Name : MS D K PATEL & CO

Address : KAILASH PLAZA PREMISES

CO OP SOC LTD

VALLABH BAUG LANE GHATKOPAR(E) MUMBAI 400077

Window Ref. No. : N/200078

Date : December 13, 2004

Total Tax: Ks. 1603551.00  
Warrant Fee: Ks. 0.00  
Government Penalty: Ks. 0.00

Notice Dues: Ks. 50.00  
Municipal Penalty: Ks. 0.00  
Total Amount Due: Ks. 1608601.00  
Amount Paid: Rs. 400000.00PP  
Arrears Balance: Rs. 1208601.00

In Words : RUPEES FOUR LAC ONLY

Bank : ICICI Cheque no. 276191 Date: December 06, 2004  
Cheque Amount: Rs. 400000.00

For Office Use

21/59/13/12/2004/1:21:25 PM

Remark1

Remark2

Received By

Cash Receiving Clerk



वदर13

दस्त गोषवारा भाग-1

दस्त क्र 3657/2005

*BR*

03/05/2005

दुय्यम निबंधकः

11:36:51 am

सह दु.नि.का-कुर्ला 3



दस्त क्रमांक : 3657/2005

दस्तावाचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा



नाम: किशोर संड सप्लाय कंपनी चे प्रॉप्रा किशोर  
 पत्ता: चर/फ्लॅट नं: -  
 मळी/रस्ता: -  
 ईमारतीचे नाव: बी 12/13, डी वी लेन कैलास प्लाझा  
 धाटकोपर पु  
 ईमारत नं: -  
 पेट/दस्तावत

लिहून देणार  
 वय 46  
 सही *Kishor Narb*

नाम: वे/ डी के पटेल अँड कंपनी चे भागीदार किशोर  
 डी. पटेल यांच्या तर्फे मुखत्यार म्हणून दिपक एम. पटेल  
 -AABPP 0433 B - -  
 पत्ता: चर/फ्लॅट नं: -  
 मळी/रस्ता: -  
 ईमारतीचे नाव: 23, कैलास नगर, एम. जी

लिहून देणार  
 वय 29  
 सही *Dipak Patel*




दस्त गोषवारा भाग - 2

वदर13

दस्त क्रमांक (3657/2005)

*Handwritten signature*

दस्त क्र. [वदर13-3657-2005] चा गोषवारा  
वापर गुल्य : 732010 मोबदला 777000 भरलेले मुद्रांक शुल्क : 38850

पावती क्र.:3680 दिनांक:03/05/2005  
पावतीचे वर्णन  
नांव: किशोर सेंड सप्लाय कंपनी चे प्रॉप्रा किशोर  
जेठालाल मोरबीया - -

दस्त हजर केल्याचा दिनांक :03/05/2005 11:34 AM  
शिपादनाचा दिनांक : 03/05/2005  
दस्त हजर करणा-याची सही :

*Handwritten signature: Kashi Marley*

7770 :नोंदणी फी  
800 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(आ. 11(2)).  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

8570: एकूण

दस्ताचा प्रकार :25) करारनामा  
शिपाक क्र. 1 ची वेळ : (सादरीकरण) 03/05/2005 11:34 AM  
शिपाक क्र. 2 ची वेळ : (फी) 03/05/2005 11:38 AM  
शिपाक क्र. 3 ची वेळ : (कबुली) 03/05/2005 11:38 AM  
शिपाक क्र. 4 ची वेळ : (ओळख) 03/05/2005 11:38 AM

दस्त नोंद केल्याचा दिनांक : 03/05/2005 11:38 AM

~~दु. निबंधकाची सही, सह दु.नि.का-कुर्ला 3~~  
**एस. एन. दुतोडे**

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

1) गुलाबराय सोलंकी - , घर/फ्लॅट नं. -  
गल्ली/रस्ता : -  
ईमारतीचे नाव: महावीर कुटीर आरोडीया नगर घाटकोपर पु मुं  
ईमारत नं. -  
पेठ/वसाहत: -

2) कविता मोरबीया - , घर/फ्लॅट नं. वरीलप्रामणे  
गल्ली/रस्ता : -  
ईमारतीचे नाव: *Kavita morbiya*  
ईमारत नं. -  
पेठ/वसाहत: -  
शहर/गाव:-  
तालुका:  
जिल्हा:-

प्रमाणित करण्यात येते कि या दस्तामळे  
एकूण *(7770)* पार्ने आहेत.  
वदर-१३/ *38850* /२००५  
पुस्तक क्रमांक *315104*  
नोंदला  
दिनांक

~~सह दुय्ये म निबंधक कुर्ला-३~~  
**पुंबई उपनगर जिल्हा.**  
**एस. एन. दुतोडे**

~~दु. निबंधकाची सही~~  
सह दु.नि.का-कुर्ला 3

**एस. एन. दुतोडे**



Share Certificate No. 072 Member's Regn. No. 072 No. of Shares 5  
Shop / Office No.: 310

## SHARE CERTIFICATE

(AUTHORISED SHARE CAPITAL OF RS. 2 Laks DIVIDED INTO 4000 SHARES OF RS. 50 EACH)

**KAILAS PLAZA PREMISES CO-OPERATIVE SOCIETY LTD.**

1-20B, Kailas Plaza, V. B. Lane, Ghatkopar (East), Mumbai - 400 075.

(Registered under the Maharashtra Co-operative Societies Act, 1960)

Registration No. Mum/W-N/GNL(O)/8323/2008-09/21/Year 2009 Date : 03-01-09

This is to certify that Shri/Smt./Ms. \_\_\_\_\_

KISHOR SAND SUPPLY CO.

( PROPRIETOR - KISHOR J. MORBIA )

is the Registered Holder of 5 fully paid up share of Rs. FIFTY  
each numbered from 416 to 420 both inclusive, in

**KAILAS PLAZA PREMISES CO-OPERATIVE SOCIETY LTD.** Mumbai

subject to the Bye-laws of the said Society.

Given under the Common Seal of the said society at  
Mumbai this 28 day of February 2009

  
Treasurer

  
Hon. Secretary

  
Chairman



MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES					
Date of Transfer	Transfer No.	Regn. No. of Transfer	To Whom Transferred		Regn. No. of Transferee
			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary

*AS*  
06/05/2017





Share Certificate No. 072 Member's Regn. No. 072 No. of Shares 5  
Shop / Office No.: 310

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			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary
			Treasurer	Chairman	Hon. Secretary

*AK*

09/09/2017

