Tuesday, April 21, 2009 11:51:01 AM

पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र.: 3199

गावाचे नाव कान्हेरी दिनांक 21/04/2009

दस्तऐवजाचा अनुक्रमांक वदर11 - 03203 -2009

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: कुसुमबेन जे लखनी

नोंदणी फी 14000.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), 1220.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (61)

15220.00 ₹.

आपणास हा दस्त अंदाजे 12:05PM ह्या वेळेस मिळेल

सह दु.नि.का-बोरीवली 5

बाजार मुल्यः 921344 रु. मोबदलाः 1400000 सह दुप्यम निवंधक बोरीवली क्र.५ मुंबई उपनगर जिल्हा. भरलेले मुद्रांक शुल्क: 70000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ताः दि कपोल को ऑ बॅक ;

डीडी/धनाकर्ष क्रमांक: 073455; रक्कम: 14000 रू.; दिनांक: 30/03/2009

REGISTERED ORIGINAL POCUMENT DELIVERED ON .. 21 41



AND

MRS. KUSUMBEN J. LAKHANI aged 64 years of Mumbai Indian Inhabitant, residing at 808, Raj Sunflower, Royal Complex, Eksar Road, Borivili (West), Mumbai – 400 092, hereinafter referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors and administrators) of the Other Part;

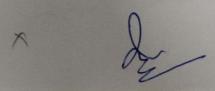
WHEREAS:

- (a) By virtue of Deed of Conveyance dated 4th February 2005 registered with the office of Sub-registrar of Assurances at Mumbai under Serial No. BDR-12/889 of 2005 executed by and between Govindji Thackersey Mulji Bhatia Smarak Griha Trust, therein referred to as "the Vendors" and the Owners herein therein referred to as "the Purchasers"; the Vendors therein sold, transferred conveyed and assigned unto the Owners herein the property more particularly described in the FIRST SCHEDULE hereunder written (for the sake of brevity hereinafter referred to as "the said property") and delineated with red colour boundary line on the plan annexed hereto and marked as "ANNEXURE A" for the consideration and on the terms and conditions set out therein and further read with Deed of Modification dated 22nd November, 2007 registered with the office of Sub-Registrar of Assurances at Mumbai registered under Sr. No. BDR11-10252 of 2007 wherein the trust released all the rights of the hall for consideration and on terms and conditions as set out therein.
- (b) By virtue of the aforesaid Deed of Conveyance dated 4th February 2005 and Deed of Modification dated 22nd November, 2007 the Owners are now seized and possessed of and otherwise well and sufficiently entitled to the said property.
- described in the First Schedule resembles of the said property more particularly described in the First Schedule resembles of the new multistoried building consisting of Basement, lower tay and ground floor and two upper stories or more as may be sanctioned/amended/varied Municipal Corporation of Greater Mumbai (M.C.G.M.) from time to time and to be known as "MOKSII PLAZA".
- (d) The necessary building plans have been sanctioned by Municipal Corporation of Greater Mumbai vide I.O.D. bearing No.CHE/A-3630/BP(WS)/AR dated 21st April, 2005 and has also issued Commencement Certificate on 29th October, 2005 in respect of the said property more particularly described in the Schedule

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hereunder written, a copy whereof is annexed hereto and marked "ANNEXURE B1" and "ANNEXURE B2".

- (e) The Owners have created an equitable Mortgage of the said Property together with the said Commercial Complex being constructed thereon in favour of Bank of Baroda and Bank of India. The Owners have obtained the necessary No Objection / Consent letter dated 12/9/2008 from the Bank of Baroda and No Objection / Consent letter dated 8/8/2008 from the Bank of India in respect of the Premises agreed to be sold hereunder. A copy of the said No Objection / Consent letters dated 12/9/2008 & 8/8/2008 has been annexed hereto and marked as "ANNEXURE C & C-1".
- (f) The Purchaser/s has/have demanded from the Owners and the Owners have given inspection to the Purchaser/s of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Owners' Architects, M/s Neo-Modern Architects and of such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) (hereinafter referred to as "the said Act") and the rules made thereunder and the Purchaser/s doth hereby confirms the same.
- (g) A copy of certificate of Title issued by M/s. Shah & Sanghavi, Advocates & Solicitors of the Owners and a copy of property card have been annexed hereto and marked "ANNEXURE D" and "ANNEXURE E" respectively.
- himself / herself / themselves about the title of the Owners to the said Property and the said Commercial Complex being constructed thereon, and the Purchaser/s shall not be entitled to further investigate the title, the rights powers and authorities of the Owners in respect of the said Property and the rights of the Owners to develop and deal with the said Property and aforesaid, and the purchaser/s requisitions shall not be entitled to raise any query and/or objections relating thereto or howsoever in connection therewith.
- (i) The Owners have entered into a Commercial Management Agreement with M/s.Rohan Urban Development and Management Pvt. Ltd., (for the sake of brevity and convenience hereinafter referred to as "the Management Company") for the management of the Commercial Complex to be known as "MOKSH PLAZA" being constructed on the said property for the consideration and on the



terms and conditions set out therein which terms and conditions are binding on the Purchaser/s herein and/or the society that will be formed by the Purchaser/s.

- The Owners have also entered into a Parking Management Agreement with M/s. (j) Washington Properties Pvt. Ltd., for management of all parking spaces in and around the said property more particularly described in the FIRST SCHEDULE hereunder written M/s. Washington Properties Pvt. Ltd. who alone shall be entitled to manage, deal with and dispose off the same in accordance with the terms and conditions set out therein which terms and conditions are binding on the Purchaser/s herein and/or the society that will be formed by the Purchaser/s.
- (k) The Owners have also entered into an Advertising Agreement with M/s. Rohan Renting and Estate Maintenance Pvt. Ltd. The Owners have transferred all rights in respect of advertising inter-alia in the parking area, on the pillars, staircases escalator/s, lift/s, common Toilet Blocks and all other common areas including external facade and elevation of the structure other than specifically permitted/granted to the Purchaser herein exclusive rights to hold promotional and/or advertising events and/or any other events in atrium area on each floor and/or entrance lobby of the ground floor, putting up signage/s, kiosk/s, vending machines and promotions to M/s. Rohan Renting and Estate Maintenance Pvt. Ltd. and they alone shall be entitled to lease/ sub-let/under-let assign the rights emitting thereunder, at their sole discretion and at rates and on the terms and conditions that may be deemed fit and proper by them which terms and conditions shall be binding on the Purchaser/s herein and/or the society that will be formed by the Purchaser/s.
- All the three Agreements mentioned hereinabove namely the commercial (1) Complex Management Agreement, Parking Management Agreement and Advertising Agreement so far as the contexts permits are hereinafter collectively referred to as "THE SAID AGREEMENTS" REGIS
- The Purchaser/s herein has prior to the execution hereof in spected the photocopy (m) of all the documents Purchaser is entitled to inspect under the Law including the said Agreements, and the Purchaset shave perused the same and hereby accord their irrevocable consent and confirmation there to abide by the terms and conditions set out therein and further confirm that they shall not be entitled to challenge and/or question the said Agreements and/or any amendments thereto वदर-११/ and/or renewal thereof from time to time.

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- (n) The Purchaser/s are aware that the said Agreements are irrevocable by the Owners and/or Purchaser/s and/or Cooperative society of Purchaser/s of the shop in the said Commercial Complex and are binding on the Purchaser/s.
- (o) The Purchaser/s is also aware that the amount payable to M/s.Rohan Urban Development and Management Pvt. Ltd. for management of the Commercial Complex shall be equitably and rateably payable by the Purchaser/s to M/s. Rohan Urban Development and Management Pvt. Ltd. either directly or through Co-operative society of Purchaser/s (as the case may be) which may be formed.
- (p) The Purchaser/s has/have agreed to Purchase from the Owners the shop No. 67, admeasuring carpet area of 87.50 sq. ft. on First floor in the Commercial Complex to be known as "MOKSH PLAZA" constructed on the said property and delineated with red color boundary line on the plan annexed hereto and marked as "ANNEXURE F" (hereinafter for the sake of brevity referred to as the "said premises") and more particularly described in the SECOND SCHEDULE hereunder written on ownership basis for a total lumpsum consideration of Rs.14,00,000/- (Rupees Fourteen Lacs only) to be paid by the Purchaser/s to the owner in the manner set out in the annexed hereto and marked as "ANNEXURE G".
- (q) Under section 4 of the said Act, the Owners are required to execute a Written Agreement for sale of said premises to the Purchaser/s, being in fact these presents, and also to register said agreement under the Indian Registration Act, 1908.
- (r) The parties hereto are therefore desirous of recording the terms and conditions as agreed between themselves, in the manner hereinafter mentioned.

(s) PAN of the parties hereto are as under:
M/S. SITARA BUILDERS PVT. LTD

MRS. KUSUMBEN J. LAKHANI -

ABCS4975L TOWNERS)

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

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- Its is agreed and recorded by and between the parties hereto that the recitals
 recited herein and the Annexures annexed hereto shall be treated as forming an
 integral part of this Agreement as if the same are set out herein and are binding on
 the parties hereto.
- The Owners have constructed a Commercial Complex known as "MOKSH PLAZA" consisting of basement, lower ground, ground floor and two upper stories or more on the said property more particularly described in the First Schedule hereunder.
- 3. The Purchaser/s hereby agree to Purchase from the Owners, and the Owners hereby agree to sell to the Purchaser/s the shop No.67 admeasuring carpet area of 87.50 sq. ft. on First floor in the Commercial Complex to be known as "MOKSH PLAZA" more particularly described in the Second Schedule hereunder written and delineated with red colour boundary line on the plan annexed hereto and marked as "ANNEXURE F", on ownership basis for a total lumpsum consideration of Rs.14,00,000/-/- (Rupees Fourteen Lacs only) to be paid by the Purchaser/s to the Owner/s, in the manner set out in the schedule, annexed hereto and marked as "ANNEXURE G" (Time being the essence of the contract for payment of each installment).
- 4. The Purchaser/s doth hereby agree, confirm and record that the said agreements are valid, binding and subsisting on the Purchaser/s and all claiming by from through under or in trust of the Purchaser/s shall abide by, observe, perform and comply with all the terms, conditions, covenants, stipulations, and restrictions mentioned in said Agreements.
- Agreed and recorded that the Purchaser/s and all elaiming by from through under or in trust of the Purchaser/s shall abide by REGISTAL conditions, covenants, stipulations, and restrictions which may have been and/or which hereafter be imposed by M. C. G. M. and/or the conference Local Authority at the time of sanctioning the plans and/or amendments/pariation thereof from time to time.
- 6. The Owners declare that the said property is cornected the Owners and that the title to the said property is free of encumbrances subject to the equitable mortgage created on the said property in favour of Bank of Baroda and Bank of Ludia. The Purchaser/s has/have, prior to execution of this Agreement satisfied himself/herself /themselves about the title of the Owners to the said property described in the FIRST SCHEDULE hereunder written and the Purchaser/s shall

not be entitled to investigate the title of the Owners and/or raise any requisitions and/or objections hereafter.

The Owners shall give possession of the said premises to the Purchaser/s on or 7. before 31st day of December 2009, after the owners have obtained Occupation Certificate in respect of the said premises. If the Owners fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond their control and/or of their agents as per the provisions of section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Owners shall be liable on demand to refund to the Purchaser/s the amounts already received by them in receipt of the said premises with simple interest at (9%) Nine per cent, per annum from the date the Owners received the sum till the date the amounts and interest thereon is repaid. PROVIDED that by mutual consent it is agreed that dispute; whether the stipulations specified in section 8 of the said act have been satisfied or not will be referred to the Competent Authority.

PROVIDED FURTHER that the Owners shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date if the completion of building in which the Said premises is to be situated is delayed on account of -

- non-availability of steel, cement, other building material, 'water or (i) electricity supply;
- war, civil commotion or act of God; (ii)
- any notice, order, rule notification of the Government and/or other public (iii) or competent authority;

AND

For any reasons beyond the Control of the Owners; (iv)

Many part thereof or permit the same The Purchaser/s shall use the said preying 8. to be used only for purposes as permissible under the law

The fixtures, fittings and amenities to be provided by the pwners in the said 9. set out in "THIRD building and the said premises are SCHEDULE" hereto.

The Owners have informed the Purchaser/s that the Owners have appointed 10. Rohan Urban Development and Management Pvt. Ltd. as Management Company" inter- alia to maintain upkeep, undertake such repairs, renovations

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and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society.

- 32. It is agreed by and between the parties hereto that Service Tax payable under Service Tax Act, 1994 shall be the sole and exclusive Liability of the Purchaser/s to the exclusion of the Promoters herein. It is agreed by and between the parties hereto that the Purchaser/s shall simultaneously with the payment of every installments also issue a Banker's Cheque in favour of the Promoters towards the Service Tax at the prevalent rate at the relevant time and the Promoters shall make arrangement of payment thereof in accordance to the law. In the event of Higher Service Tax being attracted and/or payable the same shall also be borne and paid by the Purchaser/s without recourse to the Promoters herein. It is clarified that separate cheque given for the payment of service Tax is not and do not form part of the consideration but is on more payment to be effected by the by the part purchaser/s to the Promoter towards the payment of Service Tax, requires to paid under the law.
- The parties hereto shall present this Agreement at the proper Registration Office 33. for registration within the time limit prescribed by the Registration Act, 1908, and the parties will attend such office and admit execution thereof.
- The stamp duty and registration charges and all costs charges and expenses 34. payable on this Agreement and/or any incidental document executed in pursuance hereto shall be borne and paid by the Purchaser/s alone and the Owners shall not be responsible and/or liable for the same in any commer box

(Description of the pr

ALL that piece or parcel of land bearing C.T.S. No. 114, 114/1 to 11 of Village Canary bearing final Plot No. 67 of T.P.S. III, Borivali (West) admeasuring 3716. 40 sq.

Metres equivalent to 4444.81 Sq. yards together with structures standing thereon and

bounded as under:

On or towards the North

Jambli Galli

On or towards the East

Swami Vivekananda Road

× 832 03 20 01 01 11 11

On or towards the West : P

Property bearing Final Plot No.68 of T.P.S.

III, Borivali (W.)

On or towards the south

Property bearing Final Plot No.65 & 66 of

T.P.S. III, Borivali (W.)

SECOND SCHEDULE

(Description of the shop sold)

Shop/Unit No. 67 on First floor admeasuring 87.50 sq. ft. Carpet Area of the commercial building known as "MOKSH PLAZA" bearing C.T.S. No.114/114/1 to 11, F.P. No. 67, T.P.S. III at S.V. Road, Kanneri Village, Borivali (W), Mumbai – 400 092.

THIRD SCHEDULE

A. AMINITIES TO BE PROVIDED IN THE SAID PREMISES.

- Raw Power upto one point shall be provided as incomer(s) with Switch &
 Meter for the said premises Infrastructure provision for Television Cable
 point in the said Premises.
- 2. Infrastructure provision for Television Cable point in the said Premises.
- 3. Infrastructural work for telephone, which minimum five pair cable lines shall be provided.
- 4. Tapping points shall be provided for carrying out sprinkler networking in the said Premises (Internal sprinkler work to be carried out by the Purchaser).

5. Common area to have sprinkler and Fire detection system

B. COMMON AMINITIES

1. All common area flooring shall be of Granite.

2. The main staircase from the ground to the second possible belad in granite on dado and steps.

3. External façade from ground to second floor shall be predominantly in transparent glass and Aluminium Composite panels, parts in stucco and paint finish. From the third floor upwards the façade will be predominantly RCC/aluminium/steel grills and louvers, parts in stucco and paint finish.

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- 4. Fire alarm detectors system, smoke detector and sprinklers system.
- 5. Imported designed Elevators.
- 6. Highly integrated security system.

SIGNED AND DELIVERED	For SITARA BUILDERS PVT. LTD.
the withinamed OWNERS	
SITARA BUILDERS PVT. LTD.	ODDE -
in the presence of)	DIRECTOR
1. Biramane 2. Sport	
2. Snor.	
SIGNED AND DELIVERED	
the withinamed PURCHASER/S	
MRS. KUSUMBEN J. LAKHANI	Saga Granty hom
in the presence of)	
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REPRESENTATION OF THE STREET O

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MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A') NO. CHE/ A-3630 /BPYWENDAMIN 2 9 OCT 2005

COMPRIENCIENCE CHERT

COMMENCIAMENT CREATINGATE
VISITARA BUTTDERS PVT. LTD.
MINION OF THE PARTY OF THE PART
gir,
With reference to your application No. 2516 Development Permission and grant of Commenceptent Certificate under Sector 45 & 60 1828 to erect a building to the dead of the Research to carry out development.
Development Perintenian and grant of Commenceptent Certificate under Sector 45 & 69 and building Permission under section 346 of the Bombay Municipal Comments of Commenceptent Certificate under Sector 45 & 69 c.T.S. No. 114 14/1 to the development work of Propositional Comments
and building Regional and of Commencements dated. 11.00 and
1889 to many perminators under Jown Planning Act 1000 cate under Sector 100
C.T.S. No. A building to the death of the Death to carry out desired
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VIII Spect The Property Act
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3. The Co.
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bar any albaca exceed three wearable every year but does not west in you.
Maligranting Deal Application form provided further the euch extended menod
This Certificate is the and fown Planning permission under such lapae shall not
ber any subsequent applicate is renewable every year but such extended period making Regional and Town Planning Act 1966 This Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to be revoked by the Municipal Community of the Certificate is liable to the revoked by the Municipal Community of the Certificate is liable to the certificate in the Certificate is liable to the certificate in the certificate is liable to the revoked by the Municipal Certificate is liable to the certificate in the certificate is liable to the certificate in the certificate is liable to the certificate in t
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complied with. The Municipal Commissioner for Orester Mumbai is confirmed to clional abusined by the applicant through fraud or misraprose later and the same in second to have carried out the development work in continuous principles of the Maharashtra Regional and Town Planning Act with the certificate shall be binding not only the certificate shall be binding not only the principles or mixing the through or under him.
riving title the manageren, admin de binding not on the
of under him
he Municipal Commission

The Municipal Commissioner has appointed Shrif S.P. Repol it Engineer to accreise his power and functions of the planting Authority under his C.C. is restricted for work up to for Footing work only at her Por and on behalf of Local Authority Brihanmumbai Mahanagarpalika

CERTIFIED I RUE COPY

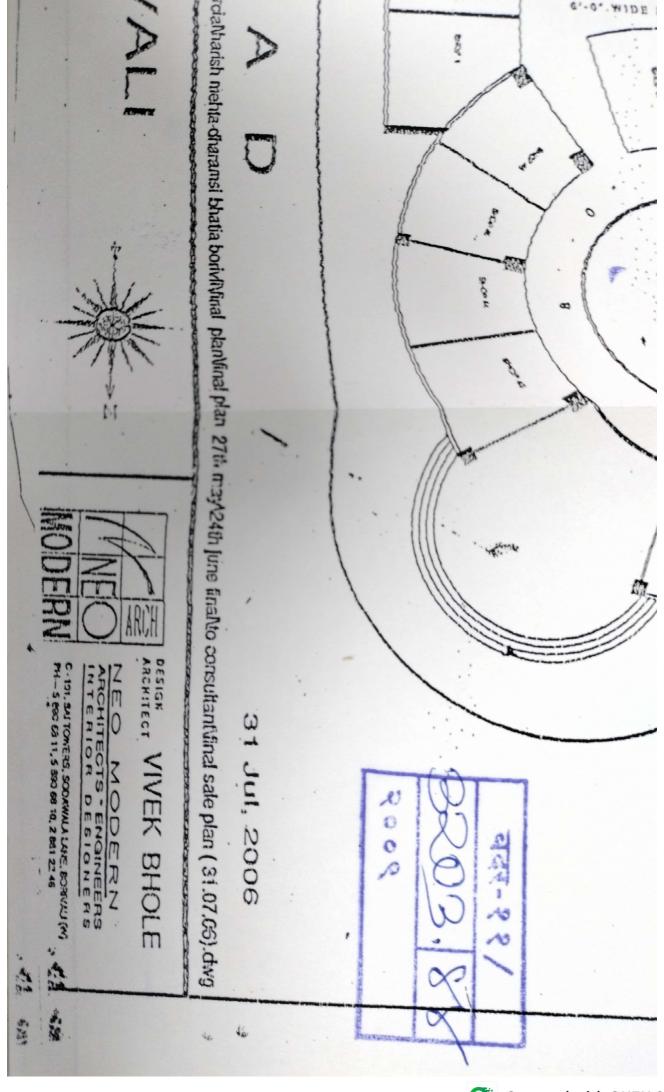
Annt. Engineer, Building Proposal (West Sub) PIK R' Wards

MUNICIPAL COMMISSIONER TOR GREATER MUMBAL

Advocate High Court







ANNEXURE G

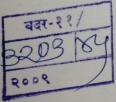
The full and Final Consideration to be paid as under:

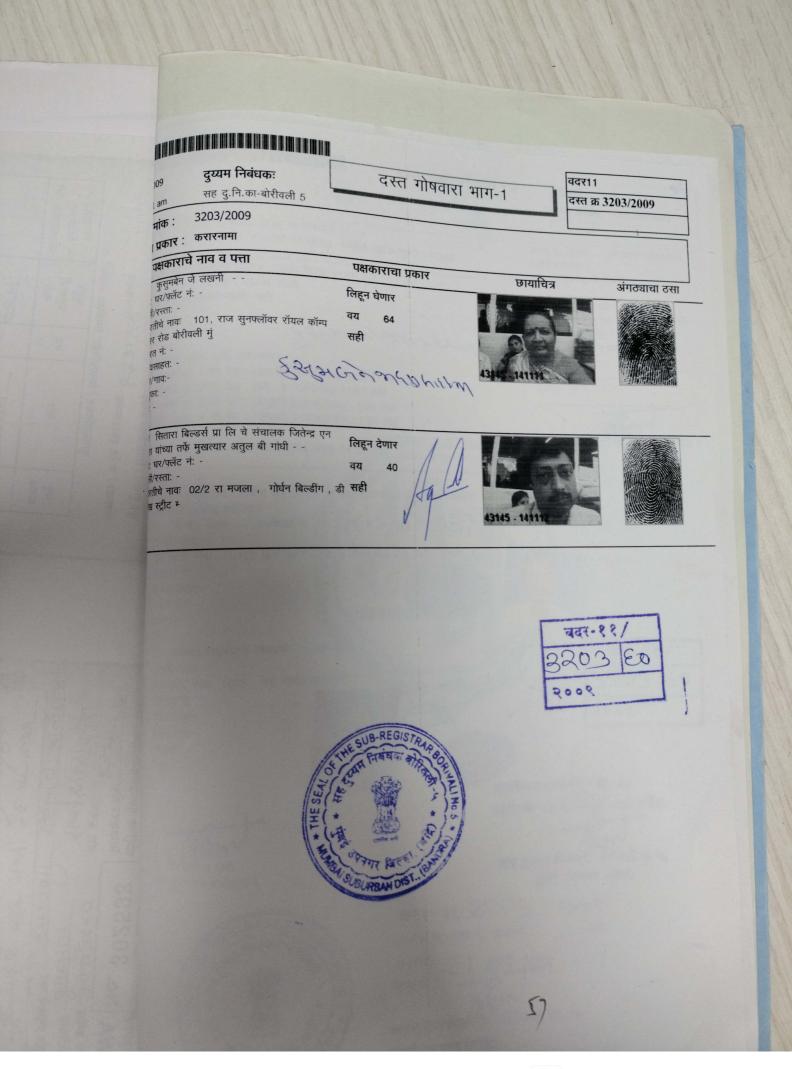
1. Received Money	Rs. 14,00,000/- vide following cheques:		
Ch. No.	<u>Date</u>	Amount (Rs.)	<u>Drawn On</u>
376768	21.11.2005	1,00,000/-	The Kapol Co-op. Bank Ltd., Borivali (W), Mumbai - 92
492498	5.5.2007	1,00,000/-	The Kapol Co-op. Bank Ltd., Borivali (W), Mumbai - 92
527783	10.8.2007	6,00,000/-	The Kapol Co-op. Bank Ltd., Borivali (W), Mumbai - 92
597218	16.3.2009	6,00,000/-	The Kapol Co-op. Bank Ltd., Borivali (W), Mumbai - 92
Total Amount	: 1	Rs. 14,00,000/-	

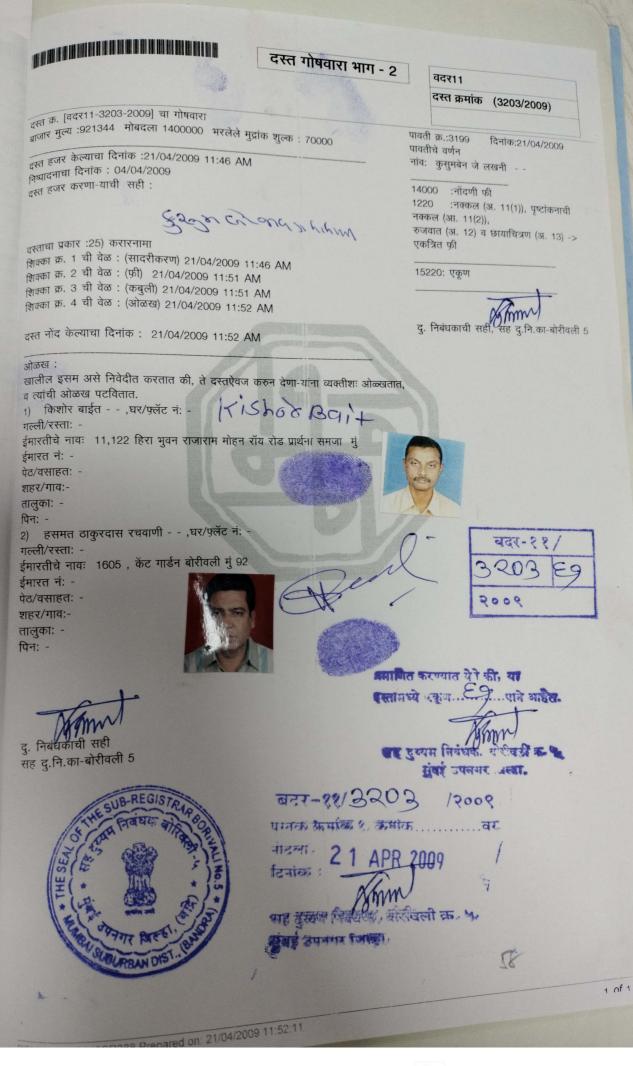
FOR SITARA BUILDERS PVT. LTD.

DIRECTOR









M/S. SITARA BUILDERS PVT. LTD

....OWNERS

frea 87.50 Sq Feel curpet

AND

Areg 9.76 x 94,400/ 9,21,344/-

MRS. KUSUMBEN J. LAKHANI,

.....PURCHASER/S

9 21.500 |- m.v. 14.00.000 |- considerati

70.000/-5.0.

140001- R.E.

AGREEMENT

M/S. SHAH & SANGHAVI Advocates Solicitors and Notary 11th Floor, Mittal Court, A Wing Nariman Point, Mumbai 400021 H:\common\corrected agr on 8th oct - moskh plaza.doc SBPL/MP/CJ/MK/KS/N/033/17.3.2009