

Thursday, August 24, 2006

10:27:04 AM

पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र.: 6347

दिनांक 24/08/2006

दस्तऐवजाचा अनुक्रमांक

गावाचे नाव कान्हेरी

वदर6 - 06344 -2006

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: योगेश जे. लखानी

नोंदणी फी 20000.00

नक्कल (अ. 11(1)), पृष्टांकनावी नक्कल (आ. 11(2)), 2220.00 रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (111)

एकुण ₹. 22220.00

आपणास हा दस्त अंदाजे 10:41AM ह्या वेळेस मिळेल

बाजार मुल्य: 730800 रु. मोबदला: 200000 पुरुवम निर्वेवक बोरीवली-र

भरलेले मुद्रांक शुल्क: 100000 रु.

ग्रंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे:

बॅकेचे नाव व पत्ता: बॅक ऑफ इंडिया, बोरीवली प मुं 92;

डीडी/धनाकर्ष क्रमांक: 036578; रक्कम: 20000 रू.; दिनांक: 23/08/2006

Customer's Copy THE KAPOL CO-OP. BANK LTD. FRANKING DEPOSIT SLIP Branch BORIVALI Date : 09 05 06 Pay to : Acct. Stamp Du Franking Value Service Charges Rs. TOTAL Rs. Name of the person for whom stamp duty is impressed Name & Address of the Stamp duty paying party Tel./Mobile No DD/Cheque No. Drawn on Bank (For Bank's Useronly) Tran ID A254 Rs PL-546 Rs Franking Sr. No. 42979 Cashier Officer बदर-६ 3008 AGREEMENT FOR SALE いつつい THESE ARTICLES OF AGREEMENT, made and entered into at Mumbai on this the 2006 by and between SHALINI SANGEETA DEVELOPERS LTD., a Private Limited Company duly incorporated and registered with the Registrar of Companies Maharashtra the Companies Act of 1956 having its Ground floor, 'GOKUL', Nagar, Haridas Borivli (W), Mumbai - 400 092, hereinafter referred to

"THE PROMOTERS" [which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns] of the ONE PART residing at / having their registered office at Sol, Ray Sun Jower, EKSar Road, Rayal Complex, Barivii (w), Mumbai 400092 hereinafter referred to as 'the shop/office purchasers' [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals or individual, such individual and/or individual/s his/her/their respective heirs, executors and administrators, in the case of a firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in case of a company, its successors and permitted assigns] of the OTHER PART; Under a Deed of gift dated 09/12/1945 registered [a] with the sub-registrar of assurances at Bombay under registration No.198 of 1946, one Goswami Gokulnathji Maharaj demised by way of gift unto one A.S.Kamalpriya Bettiji, all that piece or parcel of land, hereditaments and premises admeasuring 2216 square i e 1852.58 sq.mtrs. or thereabouts as pert lying being and situated at village Kaneri particularly described in the first schedule written (hereinafter referred to

property'); > > > 0

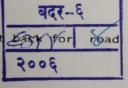
बदर--६

- (b) The said A.S.Kamalpriya Bettiji died intestate on 09/07/1961 leaving her husband Shrikrishna Gokulchandra Sharma, son Gopal Shrikrishna Sharma and daughter Pramila Goswami as her only legal heirs and next of kins.
- (c) A petition for letters of administration, being petition No.404 of 1962 was filed in the High Court of Judicature at Bombay and the letters of administration was granted on 01/02/1967. Thereafter, the said property was transferred to the names of the said legal heirs, namely, Shrikrishna Gokulchandra Sharma, Gopal Shrikrishna Sharma and Pramila Goswami.
- (d) The said Pramila Goswami died intestate on 20/10/1983 leaving her husband Mathureshji Madhusudanlalji Goswami, daughter Preeti Jayant Goswami and sons Yogesh Mathureshji Goswami and Dhrumil Mathureshji Goswami as her legal heirs and next of kins.
- (e) Under a Deed of Gift dated 11/08/1986 lodged with the sub-registrar of assurances at Bombay for registration on the same day, under registration No.SBBJ/2755/88 the said Mathureshji Madhusedanlalit Goswami, Preeti Jayant Goswami, Yogesh Mathureshji Goswami and Dhrumil Mathureshji Goswami demised by way of Gift all their rights, title and intervition way said property unto Shyam Gopal Sharma.
- (f) The said Shrikrishna Gokulchandra



intestate on 16/09/1987 leaving his son Shrikrishna Sharma, the two sons of his predeceased daughter namely Yogesh Mathureshji Goswami and Dhrumil Mathureshji Goswami and the daughter of his predeceased daughter, Preeti Jayant Goswami as his legal heirs and next of kins.

- (g) Under a Deed of Gift dated 17/11/1988 lodged for registration with the sub-registrar of assurances at Bombay under serial No.PBBJ/3214/88 the said Gopal Shrikrishna Sharma, Yogesh Mathureshji Goswami, Dhrumil Mathureshji Goswami and Preeti Jayant Goswami demised by way of gift all their rights, title and interest in the said property unto Balamani Gopal Sharma.
- (h) In the revenue records the said property is shown in the name of (1) Gopal Shrikrishna Sharma, 2) Shrikrishna Gokulchandra Sharma and 3) Pramila S. Goswami.
- In these circumstances, 1) GOPAL SHRIKRISHNA SHARMA, 2) BALAMANI GOPAL SHARMA & 3) SHYAM GOPAL SHARMA are the lawful owners and/or otherwise well and sufficiently entitled to the said property (hereinafter referred to as 'the said owners').
- The owners had declared and dischosed to promoters and the promoters were aware that on the said property was occupied by and unauthorised occupants.
- (k) The said property is subject to set back for



widening and is in commercial zone as is evident from the D.P.Remark. A copy of the D.P.Remarks alongwith the plan is annexed hereto as ANNEXURE I.

- (1) WHEREAS by and under an agreement dated 23rd April, 1991 entered into by and between the owners and the promoters, the owners agreed to sell the said property admeasuring 1852.58 sq.mts. or thereabouts as per property card and bearing C.T.S.No. 93, 93/1 to 19 situate lying and being at S. V. Road, Borivli (W), Mumbai 400 092 together with the building thereon known as 'Kalyan Niketan' and more particularly described in the schedule written hereunder i.e. the said property on the terms and conditions recorded therein.
- (m) AND WHEREAS the said property is exempted from the provisions of the Urban Land [Ceiling & Regulation]

 Act, 1976 and evidenced by order passed under No.C/ULC/D.III/22/4030 dated 2/9/89 and copy of the said ULC is annexed hereto and marked as ANNEXURE II.
- (n) AND WHEREAS Town Planning Department has allotted Final Plot No.100 under town planning scheme

 III final in the said property.
- Municipal Corporation have been sanctioned by the under Serial No.CHE/7836/BP(WS)/AR dated 23rd Market 1999 subsequent amended plan was issued on dated with the result that the promoters are entitled to develop the said property as per the said property as per the said property.

of the said I.O.D. is annexed hereto and marked as ANNEXURE III.

- (p) AND WHEREAS the occupants/tenants on the said property have been settled on the agreed terms and conditions and the structure of old building on the said property is demolished.
- (q) AND WHEREAS by and under an order dated 17/5/97 the Mumbai Municipal Corporation also issued Commencement Certificate. A copy of the said order is annexed hereto and marked as ANNEXURE IV.
- (r) While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the promoters while developing the said plans and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the proposed building/s shall be granted by the concerned local authority.
- (s) The promoters have got approved from the concerned local authority the proposed building/s.
- commercial shopping mall as per the plans prepared by their architect for which the B.M.C. has also issued

the above referred I.O.D. and C.C. [hereinafter referred to as 'the said building'].

- (u) The Promoters have also obtained part occupation of lower level (Ground) and Mezzanine floors under File No.CHE/7836/BP(WS)/AR dated 15/02/2002 marked as ANNEXURE V.
- agreement with the Architect registered with the council of Architects and such agreement is as per the agreement prescribed by the council of Architect whereas the promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the building and the promoters accept the professional supervision of the architect and the structural engineer till the completion of the building/buildings.
- exclusive right to sell the shops/office/garage/parking space, storage units, terrace/terrace garden and other open areas including open parking spaces in the said building/s to be constructed by the promoters on the said property and to enter into agreement with the purchaser/s of the shops etc., and to receive the saie price in respect thereof.
- and the promoters have given an inspection to the shop purchaser 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 promoters Architects ADHISTHAN and of such other documents as are specified under the Maharashtra Ownership Flats [Regulation of Construction, Sale Management and Transfer] Act, 1963, [hereinafter referred to as 'the said Act'] and the rules made thereunder.

- (y) The copies of certificates of title issued by the Advocates & Solicitors Nanu Hormasjee & Co., copies of the 7/12 extracts and copies of the property card, final plot showing the nature of the title of the owners to the said property on which the shops are constructed or are to be constructed as per the plans and specifications of the shop agreed to be purchased by the shop purchaser approved by the concerned local authority have been annexed hereto and marked ANNEXURE VI, VII, VIII & IX respectively.
- (z) The promoters have appointed an Architect registered with the council or Architects and have also appointed a structural engineer for the preparation structural designs and drawings of the said building and the promoters accept the professional of the Architect and Structural engineer completion of the said building.
- WHEREAS the purchaser/s has/have (a1) AND expressed his/their desire to purchase and acquire a shops/offices bearing provisional shop/office No.

A2 on ________ floor/basement admeasuring _______ sq. ft. (carpet) equivalent to ______ sq.mtrs.

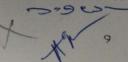
of Built-up area which includes all the proportionate service areas such as corridors, staircases, lifts, service room etc. with/without stilt/open/closed car parking bearing No._____ which are required to be provided under the sanctioned plan and whereas the promoters have also agreed to sell the said shop/office in the building known as "THAKKAR SHOPPING MALL" hereinafter referred to as said premises to the purchasers on certain terms and conditions which both the parties hereto are desirous of reducing and recording in writing.

(a2) Under section 4 of the said act, the promoters are required to execute a written agreement for sale of the said shops/office/garage/parking space, storage units, terrace/terrace garden and other open areas including open parking spaces to the shop/office/unit purchaser/s, being in fact, these presents and it also required that the said agreement be the registration act under and shop/office/Unit purchaser/s have agreed to lodge to registration with the relevant registering authorit and inform the promoters to enable them to admit बदर--६ execution within statutory period.

NOW THIS AGREEMENT WITNESSETH AND IT I

HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS :

1) The promoters have commenced and completed the



construction on and are continuing to develop the said of building/s & construction property ground/Mezzanine and two or more upper floors to known as "THAKKAR SHOPPING MALL" in accordance with the approved plans and specifications with or without amendments/modifications thereto (hereinafter referred to as 'the said shopping complex') and which plans proposed amendments thereto have been kept at the building site and in the office of the promoters inspection and which the purchaser/s has/have also seen and approved. The promoters shall be entitled to make such changes, additions, alterations, variations modifications therein including the said layout as desired by the promoters and/or required by Municipal Corporation and/or any other authority concerned in accordance with the provisions of Sec.7 of M.O.F.Act and the purchaser/s hereby irrevocably and expressly consents to the same. Provided that the promoters shall have to obtain specific consent of the purchaser/s in respect of such writing variations and modifications which may in the opinion of the Architects/R.C.C.Consultant adversely affect the premises agreed to be allotted to the purchaser's

2. The purchaser/s has/have prior to the execution of this agreement satisfied himself/herself/themselves about the title of the promoters to the said property and he/she/they shall not be entitled to further investigate the title and rights powers and authorities of the owner, the society and/or of the

promoter and no requisition or objections shall be raised on any matter relating thereto or however in connection therewith.

The purchaser/s hereby agree to acquire the said premises i.e. shops / office / storage units, terrace / terrace garden including common areas / facilities / amenities bearing No. 42 on Ground admeasuring 104 sq.ft. carpet/built up/super built up in the said shopping complex as shown on the plan hereto annexed and marked ANNEXURE 'X' with/without open/stilled/covered/basement parking spaces bearing _____ in THAKKAR SHOPPING MALL (hereinafter referred to as "the said premises") or what is popularly known as ownership basis at or for the price of Rs. 20,00,000=/- (Rupees Twenty Only). The said purchase price of Rs. 20,00,000 =/- (Rupees Twenty is inclusive of the proportionate rational price of common areas and facilities of the said shopping complex. The said allotment price shall be paid in manner given below. arnest money be execution of agreement. _/- on casting of ground floor lower level slab.

11

amenities including garden and roads

- f) to decide from time to time when and what sort of document of transfer should be executed.
- 60. All notices to be served on the shop purchaser as contemplated by this agreement shall deemed to have been duly served if sent to the shop purchaser under certificate of post to his/her/their address given below:

Jogesh J. Lakhani
801, Raj Simplower, Eksar Road,
Royal Complex, Bosivii (W)
Mumboni - A00092.

- 61. This agreement shall to the extent they are statutory always be subject to the provisions of the Maharashtra Ownership Flats Act (Maharashtra Act No.XV of 1977) and the rules made thereunder.
- immovable property or conveyance with the meaning and the terms under the Bombay Stamp Act. 1950 and no interest in the immovable property is or is intended to be transferred to or vested inter-vision the purchaser/s.
- 63. The promoters shall not be responsible for the consequences arising out of change in law or change in Municipal and other laws, rules, regulations etc.
- 64. The shop purchaser shall pay the stampduty and registration fees and other incidental charges/expenses



and the said building if any permissible is required to be obtained or any compliance is to be effected of the Urban Land (Ceiling and regulation) Act, 1976 and/or of the land acquisition act and/or any central or state legislation and/or any rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name alleged the same shall be complied with by the shop purchaser and/or the society in consultation and co-operation with the promoters and all costs, charges and expenses, if any that may have to be incurred in connection therewith shall be borne, and paid by the shop purchaser/s and/or the society.

"THAKKAR SHOPPING MALL" whereas the name of the society shall be determined and fixed by the shop purchasers.

67. This agreement is subject to jurisdiction of Mumbai Courts.

IN WITNESS WHEREOF the parties thereto have hereunto set and subscribed their respective hands to this writing the day, month and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED

ALL THAT piece or parcel of land or ground situate, lying and being at Village Kanheri, Taluka Borivli in the Registration District and Sub-District of Mumbai containing by admeasurement 2216 sq.yds.

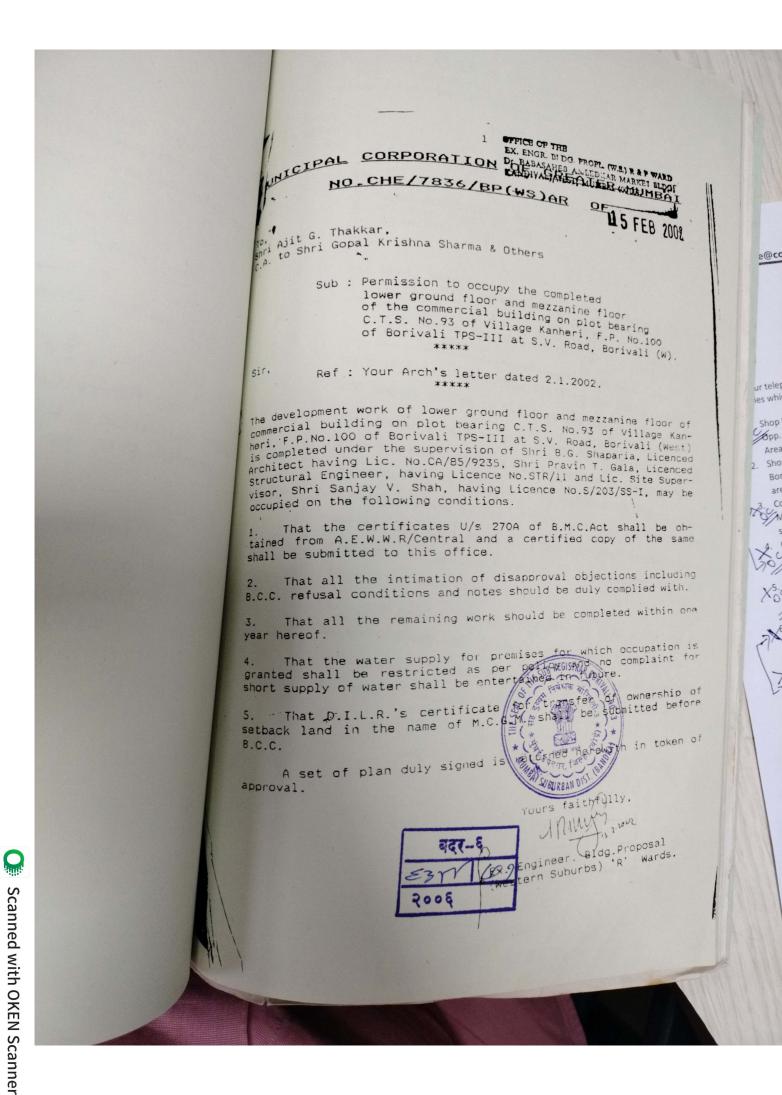
53 pm

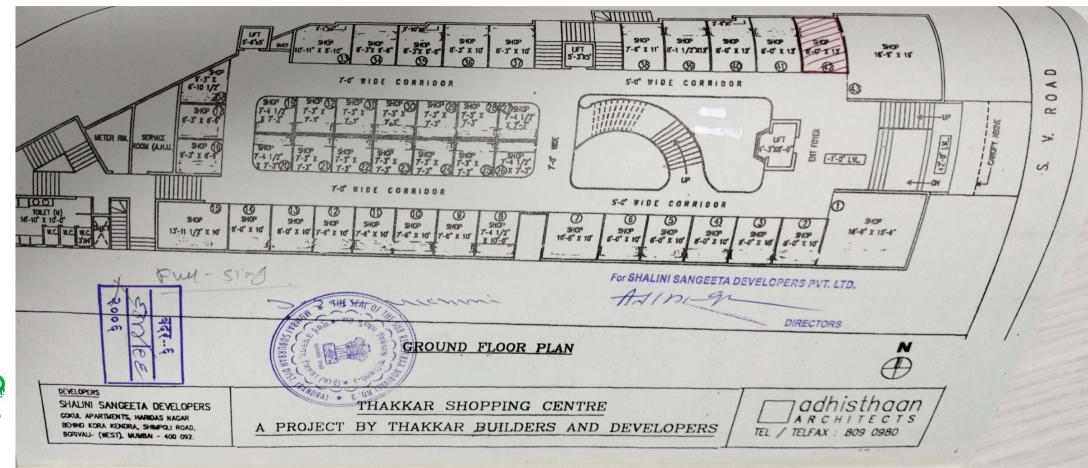
equivalent to 1852.58 sq.mtrs. bearing F.P.No.100, C.T.S.No.93 and 93/1-19 bearing Municipal Ward No.R-4432(1), R-4432(2) & R-4432(3) on Swami Vivekanand Road, Borivli (W), Mumbai - 400 092.

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For SHALINI SANGEETA DEVELOPERS PVT. LTD,
, ASITIME GOTAL DIRECTORS
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) Full Signature
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STORBAN DIST. BRIDGE
बदर६
EBYV YY
२००६

Ex. Eng. Bldg. Prop. (W.S.) P & R. Wards Or. Ba. , sahub Ambedker Market Bles. Candivali (West), Sembay - 400 087 MUNICIPAL . CORPORATION OF GREATER MUMBAI NO.CE/7836/RS/II/AR H.D. Gandhi. hitect. Proposed commercial bldg, on plot bearingbrg F.P. No. 100, T.P.S TIT ALS V. Road, Borivali (West.). Reference - Your letter dated 15-11-99 There is no objection to corry out the work as per the amended. ans submitted by you vide your letter under reference subject to the That all the objections of this office Intimation of Disapproval under No. 28.5.98 shall be applicable & should be com-That all the changes proposed shall be shown on the canvas plans to be submitted at the time of Building Completion Cartificate. That the revised R.C.C. design and calculation should be submitted That the revised drainage approval shall be submitted before C.C. That the extra water charges shall be paid before G.C. That development charges, shall be paid before C.C. That the C.C. shall be reendorsed for carrying out the work as per amended plant: 8). That the Air condition will be provided for the lesser begin of ships and condition to that effect will be incorporated in sale Agreement. One set of certified plan is returned herewith for your ord please. Yours faithfully, C ol. 1 sat of approximan SUB REGISTRAR FRITTING Proposals (Western Suburtha)'R' Ward. NOV 1999 Owner, Shri W.O. R/N, For information SFx Fngr , Bloke Prop. (W.S.) 'R' Ward. CENTIFIED THUE COPY For Additions.

This 1.0.D./C.C. is issued Subject Office of the this provisions of Urban Land to the provisions of Urban Land Ex. Fng Pidg. Prop. (W/S) P. & R. Ware (Ceilius and Regulation) Act. 1976 Dr. Pabasaheb Ambediar Market Bldg. BRIHANMUMBAI MAHANAGARPALIKA Kandivali (Wost), Mumbai-400 067. MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986 (FORM "A") COMMENCEMENT CERTIFICATE 17 MAY 1997 Gopal Krishna Sharma thers. With reference to your application No. lopment Regional and Town Planning Act 1966, to carry out development and building remises at Street S.V. Road Final Plot No.100, T.P.S.-III. Borivli Kanheri ed at Borivli (W) Ward R/North The Commencement Certificate/Building Permit is granted on the following conditions: The land vacated in consequence of the endorsement of the setback line/road widening line That no new building or part thereof shall be occupied or allowed to be occupied or used That no new bused by any person until occupancy permission has been granted. The Commencement Certificate/Development permission shall remain valid for one year This permission does not entitle you to develop land which does not vest in you. This commencement Certificate is renewable every year but such extended period shall be o.case exceed three years provided further that such lapse shall not bar any subsequent cation for fresh permission under section 44 of the Maharashtra Regional & Town Planning This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbal If:-The development work in respect of which primission is granted under this certificate is not out or the use thereof is no! accordance with the sanctioned plans. my of the conditions subject to which the same is granted or any of the restrictions sed by the Municipal commissioner for Greater Mumbal is contravened or not compiled he Municipal Commissioner of Greater Mumbal is satisfied in the same is obtained by plicant through fraud or misrepresentation and the application and every person deriving through or under him in such an event shall be deemed to have carried out the opment work in contravention of section 43 or 45 of the Maharashtra Regional and Town Ing Act, 1966. e condition of this certificate shall be binding not only on the applicant but on his heirs, assignees, administrators and successors and every person deriving title through or The Municipal Commissioner has appointed Shri Marson P. Charles Executivengineer to exercise his powers and functions of the Planning ly under section 45 of the said Act. This C.C. is restricted for work upto. Top of the basement r and on behalf of Local Authority Brihanmumbai Mahanagarpalika 3006 Ex Engineer, Building Proposal (West. Sub.) 'P 'R' Wards FOR TER MUMBAL







दुय्यम निबंधकः बोरीवली 3 (बोरीवली) दस्त गोषवारा भाग-1

वदर6

दस्त क्र 6344/2006

42 am क्रमांक :

2006

6344/2006

वा प्रकार :

ारत नं: -

करारनामा

पक्षकाराचे नाव व पत्ता

र्योगेश जे. लखानी - -घर/फ़्लंट नं: 801 ली/रस्ताः एक्सर रोड ारतीचे नावः राज सनफ्लॉवर

लिहून घेणार

पक्षकाराचा प्रकार

वय 42

सही

छायाचित्र



अंगठ्याचा उसा

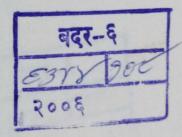
92 नम्बर: AAAPL310

र/गावः बोरीवली प मुं

खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

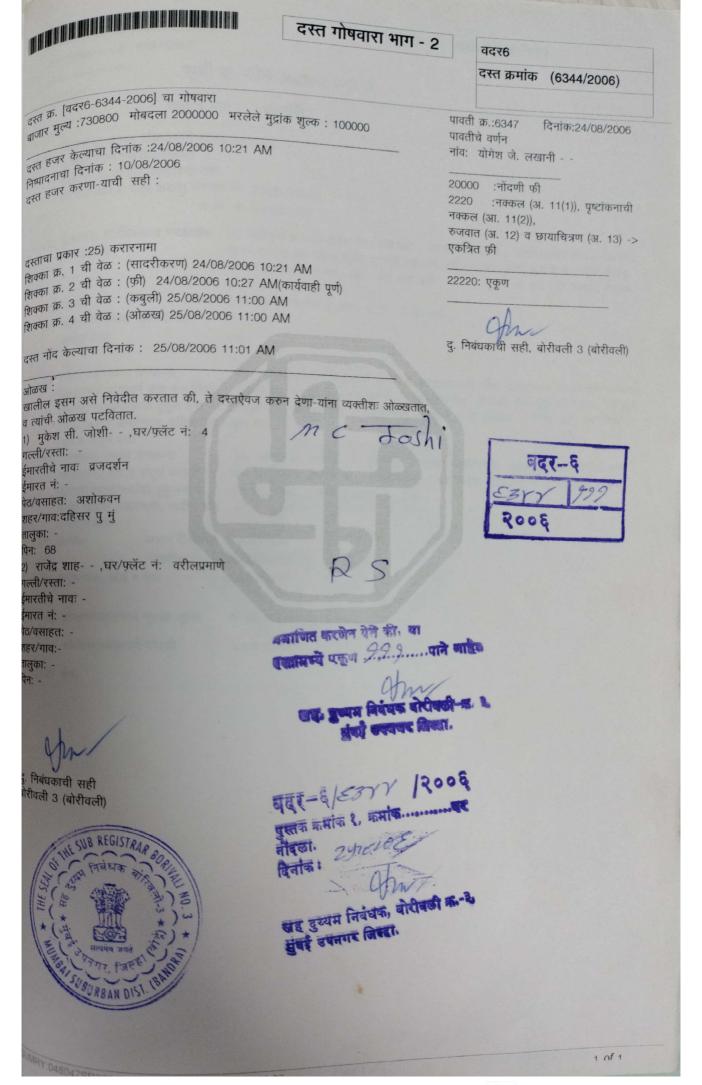
पक्षकाराचे नाव

शालिनी संगीता डेव्हलपर्स प्रा लि चे संचालक अजीतिसंह गोपालदास ठक्कर तर्फे मुखत्यार चंद्रकांत एम. दोशी - -









दुय्यम निबंधक: बोरीवली 3 (बोरीवली)

Friday, August 25, 2006 11:01:17 AM

सूची क्र. दोन INDEX NO. II

नॉदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: कान्हेरी

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 2,000,000.00 बा.भा. रू. 730,800.00

(2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 93 वर्णनः विभागाचे नाव - कणेरी (बोरीवली), उपविभागाचे नाव - 85/384 -भुभागः उत्तरेस गाव सीमा, पुर्वेस द्रुतगती महामार्ग, दक्षिणेस गाव सीमा व पश्चिमेस रेल्वे लाइन. सदर मिळकत सि.टी.एस. नंबर - 93 मध्दे आहे. दुकान नं. 42, तळ मजला, उक्कर शॉपिंग मॉल, 3 मजले (1)बांधीव मिळकतीचे क्षेत्रफळ 11.6 चो.मी. आहे.

(3)क्षेत्रफळ

(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

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा

(1) शालिनी संगीता डेव्हलपर्स प्रा लि चे संचालक अजीतसिंह गोपालदास ठक्कर तर्फ मुखत्यार चंद्रकांत एम. दोशी - -; घर/फ़लॅट नं: -; गल्ली/रस्ताः शिंपोली रोड; ईमारतीचे नावः गोकुळ; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: बोरीवली प मुं; तालुका: -; पिन: 92; पॅन नम्बर: फॉर्म 60.

किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) योगेश जे. लखानी - -; घर/फ़्लॅट नं: 801; गल्ली/रस्ता: एक्सर रोड; ईमारतीचे नाव: राज सनफ्लॉवर; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: बोरीवली प मुं; तालुका: -;पिन: 92; पॅन नम्बर: AAAPL3109P.

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25/08/2006

(8) (9) अनुक्रमांक, खंड व पृष्ठ

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(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 100000.00

(11) बाजारभावाप्रमाणे नोंदणी

₹ 20000.00

(12) शेरा