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Thursday, September 12, 2024  
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पावती

Original/Duplicate  
नोंदणी क्र.: 39म  
Regn.: 39M

पावती क्र.: 22579 दिनांक: 12/09/2024

गावाचे नाव: भालाड  
वस्ताऐवजाचा अनुक्रमांक: भरल-6-20113-2024  
वस्ताऐवजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: शर्मिला रवीकुमार पारिक

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1320.00
पुछांची संख्या: 66	
एकूण:	रु. 31320.00

सह. दु. नि. बोरीवली 6

सह. दु. नि. बोरीवली 6  
मुंबई उपनगर जिल्हा.

वाजार मूल्य: रु. 4911883.35 /-  
भोवदला रु. 4950000/-  
भरलेले मुद्रांक शुल्क : रु. 247500/-

1) देयकाचा प्रकार: DHC रकम: रु. 1320/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: 0924129316784 दिनांक: 12/09/2024  
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH008171556202425E दिनांक: 12/09/2024  
बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास उपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1  
(Policy) : For Women - Corporations Area

मुळ दस्त प्राप्त झाले.

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON.....16 SEP 2024.....



मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )		12 September 2024,06:43:15 PM			
Valuation ID	202409128637				
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	63-मालाड ( दक्षिण ) ( बोरीवली )				
उप मूल्य विभाग	भुभाग: उत्तरेस मामलेदार वाडी मार्ग, पूर्वेस एस. व्ही. रोड, दक्षिणेस वॉर्ड हद्द व पश्चिमेस लिंक रोड.				
सर्वे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#528				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.		कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
सुली जमीन	निवासी सदनिका	154280	193400	134160	चौरस मीटर
S8650	134160				
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	44.05चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	30 वर्ष	बांधकामाचा दर -	Rs.30250/-
उद्भववाहन सुविधा-	नाही	मजला -	Ground Floor/Stilt Floor		
रस्ता सन्मुख -					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
घसा-पानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		-((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-पानुसार टक्केवारी )+ खुल्या जमिनीचा दर )			
		- ( ( (134160-58650) * (70 / 100) )+58650 )			
		- Rs.111507/-			
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
		= 111507 * 44.05			
		= Rs.4911883.35/-			
Applicable Rules	-,-				
एकत्रित अंतिम मूल्य		- मुख्य मिळकतीचे मूल्य - ताळपराचे मूल्य - गेझेनार्डन मजला क्षेत्र मूल्य - सगळ्या गळीचे मूल्य - वरील गळीचे मूल्य - बंदित वाहन तळाचे मूल्य - खुल्या जमिनीवरील वाहन ताळाचे मूल्य - इमारती भोजनीच्या खुल्या जागेचे मूल्य - बंदित वातकनी - मेकॅनिकल वाहनताळ			
		- A + B + C + D + E + F + G + H + I + J			
		= 4911883.35 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0			
		= Rs.4911883.35/-			

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CHALLAN  
MTR Form Number-6



GRN	MH008171556202425E	BARCODE	Date		12/09/2024-15:38:14	Form ID	25.2
Department	Inspector General Of Registration		Payer Details				
Stamp Duty	Registration Fee		TAX ID / TAN (If Any)				
Office Name	BRL1_JT SUB REGISTRAR BORIVALI 1		PAN No.(If Applicable)				
Location	MUMBAI		Full Name	SHARMILA RAVIKUMAR PARIK			
Year	2024-2025 One Time		Flat/Block No.	FLAT NO. 1, HEAVEN STAR APARTMENTS			
Account Head Details	Amount In Rs.		Promises/Building	TUREL PAKHADI ROAD			
0030045501 Stamp Duty	247500.00		Road/Street				
0030063301 Registration Fee	30000.00		Area/Locality	MALAD (WEST), MUMBAI			
			Town/City/District				
			PIN	4 0 0 0 6 4			
			Remarks (If Any)	SecondPartyName=VINOD MADANRAJ BHANDARI-			
			Amount In	Two Lakh Seventy Seven Thousand Five Hundred Rupee			
			Words	s Only			
Total	300.00		FOR USE IN RECEIVING BANK				
Payment Details	IDBI BANK		Bank CIN	Ref. No.	69103332024091215562	2888787860	
Cheque/DD No.			Bank Date	RBI Date	12/09/2024-15:38:04	Not Verified with RBI	
Name of Bank			Bank-Branch	IDBI BANK			
Name of Branch			Scroll No. , Date	Not Verified with Scroll			

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Department ID : Mobile No. : 9594151706  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दय्यम निबंधक कार्यालयात नोंदणी करवावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करवावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

*Handwritten signatures and initials*

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai this 12<sup>th</sup> day of September, 2024.

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**BETWEEN**

**MR. VINOD MADANRAJ BHANDARI**, (PAN - AABPE9999R), adult, Inhabitant of Mumbai, having address at Room No.701, Turel Pakhadi Road, Near Jain Mandir, Malad west, Mumbai hereinafter referred to as the "**Vendor**" (which expression shall, unless be repugnant to the context or meaning thereof, mean and include his heirs, executors, and administrators) of the **ONE PART**;



**AND**

**MRS. SHARMILA RAVIKUMAR PARIK**, (PAN - ASOPP9397D), adult, Inhabitant of Mumbai, residing at C/309, Manish Kunj, Ramchandra Lane, Opp Witty Kids School, Malad west, Mumbai-400064, hereinafter referred to as the "**Purchaser**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include her heirs, executors, administrators and assigns) of the **OTHER PART**.

**WHEREAS:**

- A. By an **Articles of Agreement** dated 31<sup>st</sup> October, 1990, ("Said Agreement") executed between **MESSRS. STAR CONSTRUCTIONS**, (therein referred to as the Builders) of the One Part and Vinod Kumar Madanraj Bhandari i.e. the Vendor herein, (therein referred to as the Purchaser/s) of the Other Part, the Builders therein have, for the consideration and upon terms and conditions stated in said agreement, sold to the Purchaser therein, a Flat being Flat No. 1 admeasuring about 395 Sq. ft. Carpet area, on Ground Floor in building now known as 'Heaven Star Apartments', (herein after referred to as the "**Said Flat**"), standing on the land bearing C.T.S. No.528, 528/1 to 4 of Village Malad South, Taluka Borivali lying and being at Turel Pakhadi Road, , Malad (West), Mumbai-400064, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai, hereinafter referred to as the '**said plot**' and said Heaven Star Apartment with structures and plot

*APRIL*



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20993	shall be collectively referred to as the 'said property No.1'. The said flat is more particularly described in the Schedule hereunder written
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The Vendor was desirous of transferring the said flat and upon learning his intentions through a common acquittance, the Purchaser herein has approached the Vendor with her offer to purchase and acquire the said flat.

During the negotiation and discussion, the Vendor has disclosed and represented to the Purchaser that:

- i) he is entitled to sell, transfer, and assign all his right, title, and interest in said Flat and that his rights, title, and interest in said Flat is clear and marketable free from all encumbrances;
- ii) the flats purchasers in said Heaven Star Apartment intended not form and incorporate a cooperative housing society under the provisions of 'The Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963';
- iii) M/s. TM Developer LLP, is the Owners of said Property No.1 along with adjoining property bearing City Survey No.530, 530 / 1 to 16 of Village Malad South, Taluka Malad, Municipal Ward 'P/N' Ward, together with structures standing thereon occupied by tenants / occupants lying and being at Jakaria Road, Malad (West), Mumbai-400064, (hereinafter referred to as the 'Property No.2');
- iv) the said TM Developer LLP has undertaken redevelopment of said Property No.1 and No.2 jointly with another adjoining property bearing City Survey No.529 of Village Malad South, Taluka Malad, within Municipal P/N Ward, together with self-occupied structures standing thereon and assessed by Municipal Corporation of Greater Mumbai under No.PN 3963-73 and lying and being at Turel Pakhadi Road, Malad (West), Mumbai-400064, herein after referred to as the 'said Property No.3'.
- v) the on an application of said TM Developer LLP, the Competent Authority under Slum Act has declared the said Property No.1 and No.2, excluding said Ground + 4 floor building known as

*Pratik*



Heaven Star, as 'Slum Rehabilitation Area' vide notification bearing no. SRA/UG/3K/KAVI/M/S.TMDEVELOPERS/2019/OW/2020/4990 published on 03-02-2020 under Section 3(c)(1) of Slum Act, for being eligible for implementation of slum rehabilitation scheme under Regulation No. 33(10) of DCR 1991:

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vi) the said TM Developer LLP have in the name of a proposed society namely 'Triveni Sangam S.R.A. Co-operative Housing Society Limited (Proposed)', a proposed society of tenants of said Property No.1 and No.2, applied to the Slum Rehabilitation Authority, being the Competent Authority, under the Slum Act for approval and implementation of 'slum rehabilitation scheme on the said slum and non-slum properties forming Property No.1, Property No.2 and Property No.3 i.e. the Whole Land, under Regulation No.33(10) and Regulation No.33(11) of the Development Control (Promotion and Regulation) 2034, and accordingly the Competent Authority has issued Letter of Intent dated 26th April, 2024 bearing Ref. No. P-N / PVT/0212/20220624/LOI and Intimation of Approval, dated 13th May, 2024 bearing Ref. No. P-N / PVT/0212/20220624/AP;

vii) in the aforesaid premises, the TM Developer LLP is entitled to implement the Slum Rehabilitation Scheme in terms of said LOI / IOA on the slum and non-slum land and demolish the existing building / structures and develop the said Whole Land being land total admeasuring about 1417.3 sq. meters, (subject to further road setback to be handed over to the MCGM), bearing City Survey No.530, 530 / 1 to 16 admeasuring about 746.10 sq. mtrs., City Survey No.528, 528/ 1 to 4, admeasuring about 547.60 sq. mtrs. and City Survey No.529 admeasuring about 123.6 sq. mtrs. of Village Malad South, Taluka Borivali, Malad West, within Municipal P/N Ward, and lying and being at Jakaria Road and Turel Pakhadi Road, Malad (West), Mumbai-400064, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai;

*R. Panik*  




viii) the TM Developer LLP have presently proposed to construct one composite building on the said whole land consisting of Rehab Component, being Wing 'A' and Sale Component being Wing 'B' and have reserved New Flats/Shops in Wing 'A' for the purpose of allotting the same to the existing tenants / occupant on the said whole land. The flats, shops, commercial premises /

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office and parking space in Wing 'B' and Offices of 1<sup>st</sup> floor of Wing 'A' exclusively belongs to the TM Developer LLP. The TM Developer LLP have reserved New Flats / Shops in Wing 'B' for purpose of allotting the same to the existing occupants of the said Heaven Star Building and other Occupants and allottees;

(ix) at the request of the TM Developer LLP, the tenants / occupants of the said Whole Land have vacated their respective premises and accordingly the Vendor herein has also vacated the said flat and handed over the possession thereto to the said TM Developer LLP who have started demolition of the existing building / structures etc. standing on the said Whole Land for development of said Whole Land.

D. After discussion and negotiation, the Vendor has accepted the offer of the Purchaser to purchase the said Flat for a lumpsum consideration of Rs.49,50,000/- (Rupees Forty Nine Lakh Fifty Thousand Only) subject to terms and conditions agreed between them. The Purchaser has paid a sum of Rs.45,00,000/- as advance by Cheque No.586375 dated 12/09/2024 drawn on DCB Bank Ltd, Branch Malad west and balance of Rs. 4,50,000/- paid by Cheque No.586377 dated 17/09/2024 Rs. 4,50,000/- drawn on DCB Bank Ltd, Branch Malad west and agreed to pay the balance consideration against execution and registration of the agreement for sale of said flat, hence both the parties hereto are executing this Agreement to record the terms and conditions on which the Vendor has agreed to sell, transfer and assign the said Flat unto the Purchaser and complete the transaction. Hence this agreement is being executed as under.

**NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:-**

1. The Vendor doth hereby sell, transfer and assign his rights, title and interest in the said Flat admeasuring about 400 sq. ft. carpet area

*[Handwritten signature]*



on the ground floor of the building known as 'Heaven Star Apartment', situate on land bearing C.T.S. No.528, 528/1 to 4 of Village Malad South, Taluka Borivali lying and being at Turel Pakhadi Road, Malad (West), Mumbai-400064, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai, with clear and marketable title free from all encumbrances for a flat - E/

sum consideration of **Rs.49,50,000/- (Rupees Forty Nine Lakh Fifty Thousand Only)**, agreed to be paid in the following manner, subject to deduction of tax @ 1% u/s 194-IA of the Income Tax Act, 1961:

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a) **Rs. 45,00,000/- (Rupees Forty Five Lakh Only)** paid by the Purchaser before execution of this agreement by cheque bearing No.586375 dated 12/09/2024 drawn on DCB Bank Ltd, Malad West Branch in favour of Vendor as advance towards the sale and transfer of said flat, the receipt whereof the Vendor doth hereby admit and acknowledges and confirms at the foot of this Agreement.

b) **Rs. Nil/- (Rupees Zero only)** being 1% TDS amount deducted from total consideration amount to be paid by the Purchaser to the competent authority within the stipulated permissible time for such payment, credit of which shall be claimed by the Vendor / Purchaser.

c) Balance sum of **Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand Only)** paid by Purchaser to the Vendor against execution and registration of this agreement by cheque bearing No.586377 dated 17/09/2024 drawn on DCB Bank Ltd, Malad West Branch as balance and full and final consideration towards the sale and transfer of said flat, the receipt whereof the Vendor doth hereby admit and acknowledges and confirms at the foot of this Agreement.

2. The Vendor have declared and informed and the Purchaser is aware and hereby confirms that the Vendor has handed over quiet, peaceful and physical possession of said flat to the TM Developer LLP for purpose of demolition and redevelopment of whole land. However, the Purchaser shall hereafter be entitled to demand and receive from the said TM Developer LLP the possession of new flat

*R. P. Singh*

*[Signature]*





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and other advantages, and benefits accruable to the said flat in proposed building being constructed on the said whole land.

In addition to declaration made in recital of this agreement, which shall be considered as integral part of this agreement, the Vendor

hereby declares and represents to the Purchaser as under:



that he has not entered into any kind of arrangement or understanding or agreement (written or oral) creating any third party/ies rights in respect of the Flat or any part thereof;

(ii) there are no prohibitory orders or any attachment orders of or otherwise any liabilities in respect of the Flat or any part thereof;

(iii) there is no income tax, wealth tax, sales tax, excise or other direct or indirect taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities or any person/s pending or adjudicated whereby the said Flat or any part thereof is in any way affected and/or jeopardized;

(iv) all municipal taxes, maintenance charges, and electricity charges for and in respect of the said flat are paid up to date to the respective authorities and he shall pay and clear all pending arrears if any and other outgoings till the date of execution of this agreement;

(v) that the he has granted consent in favour of the TM Developer LLP for redevelopment of said property with other adjoining properties and the same is valid and shall remain binding upon the Purchaser;

(vi) that save and except right to demand and receive the new flat in lieu of old flat in proposed building being constructed on the said Whole Land, he has no complaints, objection, claims, demand etc. for and against the TM Developer LLP and/or in respect of commencement and implementation of development work of said Whole Land.

*[Handwritten signature]*



4. The Purchaser hereby agrees, confirms, undertakes, and covenants with the Vendor that:

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- (i) the Vendor has fully and completely disclosed his rights, title and interest in said flat and events and circumstances pertaining to development of said Heaven Star Apartment, non formation of society, non conveyance of said Heaven Star Apartment in favour of society, redemption of said property No.1 with adjoining Property No.2 etc. and construction of new building/s by TM Developer LLP under DCPR 33(10) with DCPR 33(11);
- (ii) she shall abide by all decisions / resolutions passed and adopted by the Proposed Society "Triveni Sangam S.R.A. Co-operative Housing Society Limited (Proposed)" and decisions / consent adopted and granted by occupants of said Heaven Star Apartment with respect to redevelopment of Whole Land;
- (iii) she will extend full co-operation to the TM Developer LLP and/or its nominees, assigns being any other Developer in all matters of redevelopment;
- (iv) she shall sign, execute and register the Individual Agreement for Permanent Alternate Accommodation as and when called upon by the said TM Developer LLP for confirming the allotment of new flat free of costs, admeasuring about 650 sq. ft. RERA Carpet Area on      floor of Wing 'B' of proposed building to be constructed by the said TM Developer LLP on the said Whole Land in lieu of said flat and on intimation by said TM Developer LLP receive the possession of said new flat;
- (v) she is aware that the said new flat comprises of existing carpet area of said flat and additional area offered by developer free of costs and save and except said new flat she shall have no other rights, title, and interest in the said Whole Land or new building to be constructed on the said Whole Land including demanding any monetary compensation of any nature whatsoever including monthly compensation, hardship / corpus, brokerages, shifting charge in lieu of said flat from the TM Developer LLP;



*[Handwritten signatures]*



(vi) she shall become member of said proposed society and pay membership, admission, entrance fee and as and when called upon by the said TM Developer LLP or said proposed society she shall sign and handover any application, consent, forms etc. for registration of society and being admitted as a member thereof;

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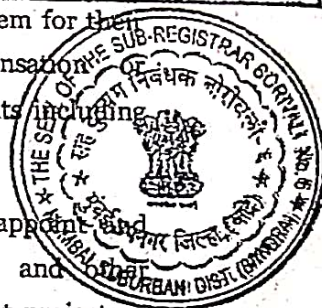
the TM Developer LLP, as owner of said Property No.1 and Property No.2 and developer of Property No.3 and also as 'Holder' of LOI/IOA, has absolute rights to develop the said Whole Land or project land or any part thereof as a "composite project", by demolishing the existing building / structures standing thereon and implement the 'slum rehabilitation scheme' under the provisions of Regulation 33(10) and Regulation 33(11) in combination with any other scheme under the DCPR 2034 or by amalgamating any other adjoining properties, under any provisions/ scheme provided under Development Control (Promotion & Regulation) 2034 as applicable to Greater Mumbai and/or Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971, and construct the proposed building or new buildings comprising of Sale and Rehab component or standalone, having residential flats / commercial premises, shops, parking space etc., by consuming maximum permissible FSI, including higher or incentive FSI under Slum Rehabilitation Scheme or any other scheme / regulations of Development Control (Promotion and Regulation) 2034 for the time being in force and as may be amended, modified, enforced, applicable or implemented from time to time, with rights, power, privileges and benefits to sell, or deal with or dispose of the free sale flats, commercial premises, shops or any other premises and user, save and except the Rehab Component reserved for purpose of allotment to existing tenants / occupants on said Whole Land, to any person/s of their choice, without having to obtain consent and approval of the tenants / occupants, the said proposed Society, including the Purchaser herein and to appropriate the sales proceed thereof for themselves. All the increased, additional and further FSI or development potential, other benefits and advantages directly and/or indirectly attached to the said

*[Handwritten signature]*



properties that may become available in future in respect of the said properties for the time being in force and as may be applicable and available from time to time, shall belong to the TM Developer LLP and shall be used by them for their benefit without payment of any compensation or consideration to the existing tenants / occupants including the Purchaser herein;

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- (viii) the TM Developer LLP shall be entitled to appoint and discharge the Architect, Structural Engineer and other professional involved in the said redevelopment project on Whole Land and they shall through the Architect and Engineers and other Professional/s submit plan/s for sanctioning of lay out for construction of buildings and/or other structures including amendments thereof on the said whole land or any part or portion thereof;
- (ix) the TM Developer LLP shall be entitled to develop the said whole land in phases in such manner as they may deem fit and proper;
- (x) for development of the said whole land, the TM Developer LLP shall be entitled to apply for and obtain necessary sanctions and necessary permissions from all the concerned authorities for commencement and completion of the construction on the said proposed building; to level the said project land, fill and/or remove all debris and wastages; remove tree/s, plants, grass, etc. with permission of respective authorities; to prepare and submit through his own Architect all building plan including amendment, amalgamation, division, sub-division, plan/s and obtain necessary sanction and permission thereof; to construct the project building with flats, offices, shops, stilt parking / tower / stack / mechanical parking etc; to acquire extra Floor Space Index/Development rights as per DCPR 2034 and other relevant rules as may be applicable and to use and consume the same by putting up constructions; to sale the Sale Component premises to third parties and receive consideration thereof and to do all other incidental and consequential acts and deeds required for commence and complete development of the said project land or part

*[Handwritten signature]*

*[Handwritten scribble]*



thereof as contained herein;

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she shall not create any hindrance or obstruction while TM Developer LLP carrying out development and/or construction work on the said whole land. In case, if any hindrance or obstruction is caused by her or her agents, family members or by any person claiming through them, then she shall be liable and responsible to settle and remove the hindrance or obstruction at her own costs, charges and expenses forthwith;

the TM Developer LLP shall, at its own cost and expenses, have a right to load and utilize Incentive / Additional FSI including TDR/FSI and avail Fungible/compensatory FSI / Area, FSI in lieu of construction and surrender of PTC and/or any other FSI under whatsoever nomenclature under any applicable scheme of development permissible under provisions of DCPR 2034 of Greater Mumbai, as may be modified and/or amended till date for construction of building/s thereon;

(xiii) the TM Developer LLP have absolute and unfettered rights and entitlement to deal with, dispose of by way of sale, mortgage, exchange, encumber, let, lease or in any other manner otherwise, in their own name and on principal to principal basis from their Free Sale Component being the flats, shops, office, commercial premises, pocket terrace, exclusive appurtenant areas, parking space or any other such rights in the proposed building to be constructed on the said whole land to the person or parties of their choice at the price and upon the terms and conditions as they may deem proper;

(xiv) she shall execute any consent letter, applications, declaration, affidavits, writings etc., as may be reasonably required by the TM Developer LLP for the purpose of submitting the same to obtain sanction of layout, building plans, amendment plans or any order, sanction or approval etc. for development of the said whole land within seven days from the date of receipt thereof;

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- (xv) the TM Developer LLP shall be entitled to amalgamate the said whole Land or any part thereof with other property and/or divide and sub-divide the same for development and in the interest of the said whole Land;

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- (xvi) the TM Developer LLP shall be entitled to obtain financial assistance required for the said proposed building but shall not encumber or mortgage in any manner the Rehab Component premises and flat to be allotted to the Purchaser herein.



5. The Vendor hereby indemnify and shall continue to keep indemnified the Purchaser, her heirs, executors, administrators and assigns from and against all demands, notices, claims, actions or proceedings that may be made, taken or adopted by any person claiming from, under or on behalf of the Vendor in respect of the said flat and from and against any other claims on account of any breach of representations, covenants and undertakings contained herein by the Vendor.
6. All the costs, charges and expenses of and incidental to this Agreement for Sale, including Stamp Duty and Registration Charges shall be borne and paid exclusively by the Purchaser. Both the parties shall pay their respective advocate's fees.

**SCHEDULE ABOVE REFERRED TO**

Flat No. 1 admeasuring about 395 Sq. ft. Carpet area, on Ground Floor in building now known as 'Heaven Star Apartments', (herein after referred to as the "**Said Flat**"), standing on the land bearing C.T.S. No.528, 528/1 to 4 of Village Malad South, Taluka Borivali lying and being at Turel Pakhadi Road, Malad (West), Mumbai-400064, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai. The said building is of Gr. Plus 4 upper floors (without lift) constructed in the year 1986.

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

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Within named Vendor



M. MADANRAJ BHANDARI

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In the presence of:

*Ramaji Sanyal*

*Handwritten signature*

SIGNED AND DELIVERED by the

Within named The Purchaser

MRS. SHARMILA RAVIKUMAR PARIK



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In the presence of:

1. *Jignesh Ramaji*

2. *Ramaji*







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stated in the said agreement for Development dated 10th April, 1986 being the said Agreement viz. all that piece and parcel of land together with structures standing thereon as shown in the Plan attached as Annexure "A" to the said Agreement dated 10th April, 1986, Plot being situated at Jeevanji Pestanji Road, (Turel Pakhadi Road), Malad Gauthan (West), bearing S. No. 110, corresponding C.T.S. 528, (1-4) and bearing Municipal Wards No. P-3983, Street No. 59, and No. P-3984 Street No. 59/1 admeasuring 800 sq. yards or thereabout hereinafter referred to as "the said Property" more particularly described in the Scheduled hereunder written and marked ANNEXURE "A" attached hereto;

1. The Builders have in accordance with the said agreement for Development dated 10th April, 1986 obtain absolute physical possession of the said property for development on the terms and condition as mentioned in the said development agreement dated 10th April, 1986.
2. The Vendor have also executed in favour of the Builders a General Power of Attorney dated 10th April, 1986 for development of the said property, to construct Building/s and assigning all powers to develop the said property in accordance with the plans which are duly got sanctioned from the Bombay Municipal Corporation. The said General Power of Attorney dated 10th April, 1986 has been registered with the Registrar of Assurances at Bandra under Sr. No. 479/86 dated 27/6/1986.
3. By virtue of the said Agreement for Development dated 10th April, 1986 the Builders alone have sole and exclusive right/s to sell the flat/s tenement/s in the proposed building to be constructed on the said property and to receive the sale price and also to receive all benefits in respect thereof;
4. The Vendor have also executed other documents like Indemnity dated 10th April, 1986 declaradion dated 10th April, 1986 letter of possession dated 10th April, 1986 and other documents in favour of the Builders with a view to more effectively and more particularly enjoying the rights into or upon the said property for the development in terms of the said development Agreement dated 10th April, 1986.
5. The Vendors hold the said property within the ceiling limit prescribed under the Urban Land (Ceiling and Regulation) Act, 1976 and hence the said property does not require any permission for development under the Urban Land (Ceiling and Regulation) Act, 1976.
6. In the said property there are tenaments in the Old existing structure consisting of ground plus one upper floor and the

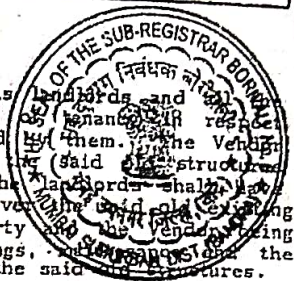
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out-house belonging to the Vendors as Landlords and tenants have their exclusive rights of their respective tenements occupied by them. The Vendor shall continue as the Landlords of the said structures in the said property and further the Landlords shall have all benefits right title and interest over the said old existing structures situate on the said property and the Vendor being the Landlords shall pay all outgoings, including the payments of taxes etc. in respect of the said structures.



7. The Builders Plan to develop the said property by constructing building/s comprising of flat s, shops, terraces, garages, parking spaces, etc. (hereinafter called the said Building/s') and to sell the same on Ownership Basis or on such basis as the Builders may in their sole discretion deem fit and proper.
8. Before and after the conveyance is executed and parted for the said property in terms of the said agreement for development dated: 10th April, 1986 entered into between the Vendor and the Builders, the Vendor herein are entitled to continue as Landlords in respect of the old existing structures as aforesaid over the said property which are retained by the Vendor on lease basis on nominal ground rent of Re.1/- per annum for which the Vendor are entitled to become nominal member in the proposed co-operative Housing Society/Apartments owners association/Limited Company or any incorporated body recognised by law in force which may be formed by the Builders entirely at their sole descretion whenever they deem fit and proper.
9. The Vendor have entered into the said agreement for the development with the Builders whereby they are to be provided alternata accommodation on ownership basis admeasuring 500 sq. ft. built up area on the ground or any upper floor of the proposed new Building free of cost in terms of the Agreement executed by them with the Builders. The remaining tenants shall not have any ownership rights whatsoever for their respective premises in their occupation and they shall continue to be the tenants of the Vendors. The Builders will do the development work by retaining the said existing structure by way of additions and alteration to the said old existing structures or as required for the development work entirely at their sole discretion. Accordingly, the Builders have got the plans prepared by their Architects M/s. ARCHICON of Bombay who have got the plans sanctioned from Municipal Corporation of Greater Bombay which are seen by the Purchaser/s and he/she/they are satisfied with the same. And whereas the Builders have also appointed structural Engineers viz. Shri R.D. MAGDUM of Bombay for the preparation of structural designs and drawings of the Building and the Builders have accepted the professional supervision of the said Architects and the structural Engineers till the completion of the Building/s.
10. The Certificate of title of the said Vendor to the said property in favour of M/s. STAR CONSTRUCTIONS issued by Mr. H.M. PANDYA, Advocate High Court, Bombay has been inspected by the purchaser/s. A copy of the said certificate has been annexed hereto and marked as Annexure "B".
11. The Purchaser/s demanded from the Builders and the Builders have given inspection to the Purchaser/s of the documents relating to the said property plans, designs, specifications

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... from the Municipal Corporation of Greater Bombay and all such other documents that are specified under the Apartment Ownership Flats Regulation of the Promotion, Management and Transfer Act, 1947.



... will be entered into by the Builders with the Purchaser/s who agree/s to take and acquire the flats (with or without terraces and/or open spaces and/or parking spaces and/or garages or what is known as a form similar to this Agreement.

... agreed that on the formation and registration of the Housing Society or a Limited Company or an Apartment Holders and after all the flats, shops, covered parking spaces and/or other premises of the said property have been sold and disposed off by the Builders or full utilization of the Floor Index in respect of the said property and/or on amalgamation and development after the Builders have received all their dues payable to them from the various Purchaser/s of the different premises including the Purchaser/s the Builders alongwith the Vendor may grant a conveyance of the said property alongwith the Building/s constructed thereon to the said intended Co-operative Housing Society or the Limited Company or the Association of Apartment Holders or any Incorporate Body recognised by law in force, as the case may be subject to the covenants in favour of the Builders and/or on other terms and conditions as are hereinafter contained entirely at the sole discretion of the Builders.

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The Purchaser/s has/have with due notice of what is stated hereinabove and after having satisfied himself/herself/themselves with all the documents and papers of which he/she/they has/have taken full free and complete inspection has/have agreed to purchase and acquire from the Builders a Flat/Shop/Tenament/Terrace/Parking space/Open or closed garage being No. (10A/C) on the Ground floor in the proposed Building/s on the said property at the price and upon and subject to the terms and conditions herein contained and hereinafter appearing.

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

1. The Builders shall under normal conditions construct Building/s in the said property in accordance with the plans designs, specification seen and approved by the Bombay Municipal Corporation with such variation/s and modification/s as the Builders may consider necessary or as may be required by any public body or authority to be made in them or any of them for which the Purchaser/s hereby irrevocably give/s his/her/their consent.

2. The Purchaser/s hereby agree/s to purchase from the Builders and the Builders hereby agree/s to sell to the Purchaser/s one flat / shop / tenament / terrace / parking

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space/yards (open/closed) No. (COND) floor in Building/s (hereinafter referred to as shown in the BLOCK FLOOR PLAN marked Annexure 'C' along with the specifications list whereof is hereto an Annexure 'D', for the total price of (Rupees ~~1000~~ 1,000 ~~less Eleven~~ Thousand Only) The Carpet area of the said premises is ... The purchase price of the said premises hereinafter agreed upon is inclusive of the proportionate charges for the common areas and facilities for the proposed building/s i.e. the undivided interest of the common passages, entrance/s, garden, pumps room etc. which shall generally belong to the Purchaser/s along with all other flats/tenements proportionately provided however that such common facilities shall be subject to change/s entirely at the sole discretion of the Builders due to change/s in layout and/or Building/s plans or for any other reason whatsoever and also provided that the same shall remain under the sole control of the Builders till the conveyance of the property is given to the society or any corporate Body in terms of this Agreement.

The Purchasers hereby agree/s to pay to the Builders the above stated Purchase price of the said premises in the manner following :-

- (i) *revised* ~~Rs. 2,17,000/-~~ (Rupees ~~Two Lacs Seventeen Thousand Only~~ Two Lacs Seventeen Thousand Only) on or before execution of this Agreement as earnest money.
- (ii) *revised* Rs. /- (Rupees \_\_\_\_\_) on or before the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_.
- (iii) *revised* Rs. /- (Rupees \_\_\_\_\_) on or before the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_.
- (iv) *revised* Rs. /- (Rupees \_\_\_\_\_) on or before the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_.
- (v) *revised* Rs. /- (Rupees \_\_\_\_\_) on or before the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_.

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Ruppes \_\_\_\_\_ )

on or before the \_\_\_\_\_ day  
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(Rupees Two Lacs Eleven  
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on or before taking possession  
of the said premises or within  
seven days from the date on which  
the Notice or intimation offering  
possession is received by the  
Purchaser/s, whichever is earlier;  
time being the essence.



3. If the Purchaser/s commit/s default/s in payment of any of the instalments aforesaid or any part thereof on their respective due dates (time being the essence of the contract) the Builders shall be at liberty to terminate this Agreement in which event the amount of earnest money paid by the Purchaser/s to the Builders, shall stand forfeited to the Builders and the Builders shall refund to the Purchaser/s instalment/s amount/s without any interest thereon other than earnest money amount paid by the Purchaser/s hereby covenants with the Builder that if he/she/they shall commit any breach of any of the terms and conditions of this Agreement the Builders shall be entitled to put an end to this Agreement. On termination of this Agreement under this clause the Builders shall be at liberty to sell the said premises to any person or persons as they deem fit and the Purchaser/s shall not be entitled to question such sale nor the Purchaser/s shall have any claim or any right/title or any interest whatsoever in the said premises.

4. Without prejudice to the other rights of the Builders under this Agreement and/or in law, the Purchaser/s shall be liable to pay interest at the rate of 21 percent per annum on all amounts due and payable by the Purchaser/s under this Agreement if such amount/s remains unpaid after becoming due.

5. Possession of the said premises shall be delivered to the Purchaser/s after the said building or buildings are ready for use and occupation and occupation certificate in respect thereof is granted by the Municipal Corporation of Greater Bombay in respect of the said Building or Buildings or any part thereof in which the said premises is situated PROVIDED all the amounts due from the Purchaser/s under this agreement have been by then paid to the Builders by the Purchaser. The Purchaser/s shall take possession of the said premises within seven days of the Builders giving written notice/intimation to the Purchaser/s intimating therein that the said premises is ready for possession against payment of all the amounts due (if any) including any interest that may have accrued on the dues remained to be paid under any of the provisions hereof by the Purchaser/s to the Builders.

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6. Possession of the said premises shall be delivered by the Builders to the Purchaser/s (tentatively) 10th November, 1990. However, the Builders shall incur any liability if they are unable to deliver possession of the said premises by the date aforesaid or completion of the building/s, or the making of the said premises fit for use and occupation or building construction. Certificate for the proposed building is delayed by the reasons of non-availability of steel or cement or any building materials or labourers (skilled/semi-skilled) or by reason of war, civil commotion, riots, strikes, or any act of God or if non-delivery of possession is as a result of any ordinance, notice, order, rule or notification of the Government and/or any other public authority and/or other cause beyond the control of the Builders and in all such circumstances the time for handing over possession shall be deemed to have been extended by mutual consent of the parties hereto and/or the parties claiming under them as the case may be. If as a result of any legislation or the decision of any authority under any law for the time being in force the said property is acquired or the portion thereof on which the said building in which the said premises is situate, is acquired or requisitioned or reserved and the Builders are unable to complete the aforesaid building/s or to give possession of the premises to the Purchaser/s the only responsibility and liability of the Builders will be to pay over to the Purchaser/s and to the such other persons who may have purchased or who may hereafter agree to purchase the other remaining flats/tenements in the said building, the total amount attributable to the said premises that may have been received by the Builders pursuant to such legislation and/or decision. Save as aforesaid, neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever and if there is any such right or claim the same shall be deemed to have been waived and given up by such party having such right or claim in favour of the other party under the given circumstances beyond the control of the Builders.

7. The Builders hereby declares that the Floor Space Index benefit available in respect of the said property inclusive of the area of the existing structure is 583.1 square metres only which area is as per the property register Card extract copy of which is attached hereto marked as Annexure 'E' and the plans for the proposed Building/s are sanctioned from Bombay Municipal Corporation accordingly by the said Architects of the Builders.

8. The Builders hereby agree to observe perform and comply with all the terms, conditions, stipulation and restrictions if any which may have been or will be imposed by the concerned local authority/ies before and after the sancting of plans for the proposed building/s.

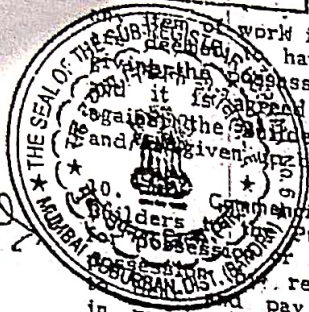
9. Upon possession of the said premises being delivered to the Purchaser/s the Purchaser/s shall be entitled to the use and occupation of the said premises and upon taking such possession, the Purchaser/s shall not have any claim against the Builders in respect of

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work in the said premises and/or Building which have been carried out or completed before the possession of the said premises to the Purchaser/s and it is agreed that all such claim of the Purchaser/s and Builders shall be deemed to have been waived by the Purchaser/s.

Commencing a week after notice is given by the Purchaser/s that the said premises is ready for possession and if the purchaser/s has/have taken the early request, the Purchaser/s shall be liable to pay all the proportionate share of outgoing taxes and charges for electricity, water, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, and all other expenses necessary and incidental to the management and maintenance of the property and buildings and also keep requisite deposits for the same with the Builders as mentioned in clause No. 11 hereof.



11. The Purchaser/s agree/s and bind/s himself/herself/ themselves to pay regularly every month by the 5th of each month in advance to the Builders until the conveyance of the said property is executed in favour of the Co-operative Society or Limited Company or Association of Apartment Holders or any Incorporate Body recognised by law as aforesaid the proportionate share that shall be decided alone by the Builders and the same shall not be questioned by the Purchaser/s at all as earlier referred to in clause No. 10 hereof under this agreement. The Purchaser/s shall keep deposited with the Builders before taking possession of the said premises a sum of Rs. 5000.00 as deposit for the aforesaid proportionate share of outgoing and deposits that may have been paid or be payable to the authorities and also to cover the development and maintenance work including that of garden and planting of trees etc. and also other masonry repairs work and plumbing work etc. carried out after the occupation for the flats/tenaments are handedover to the purchaser/s. The said sum shall not carry interest and will remain with the Builders until the Conveyance is executed in favour of Co-operative Society as aforesaid and on such Conveyance being executed the balance of the aforesaid deposit (after deducting the expenses incurred as mentioned herein in this Agreement) shall be paid over by the Builders to the Co-operative Housing/Premises Society as the case may be. The Purchaser/s shall also pay to the Builders a sum of Rs. 250/- for 5 (Five) Shares of Rs. 50/- each and Re.1/- for entrance fee for membership of the proposed Co-operative Housing/ premises Society to be formed as agreed herein. The Purchaser/s shall pay all such sums that may be required for the registration and formation of the said society including the professional fees of their legal advisers, which may be demanded by the Builders. The Purchaser/s herein alongwith other Purchasers of other flats/tenaments/premises in the said Building/s on the said property hereby expressly agree to accept the statement of account submitted by the Builders for such deposits etc. paid by them without any dispute thereto.

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and the society formed of all the Purchasers of flats/tenements shall adopt such statement handed over as final without any dispute of conveyance of the property.

12. The Purchaser/s shall not use the said premises or any part thereof or permit the same to be used for any purpose whatsoever other than for which it is acquired nor use the garage or parking space (if purchased by the purchaser/s separately) for any purpose other than for keeping or parking the Purchaser/s' own motor cars/scooter/vehicle.

13. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the property and shall not be entitled to dispute the same or raise any objection or requisition thereto.

14. The Purchaser/s shall not use the premises or any part thereof which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building/s or to the Owners or Occupiers in the neighbouring properties nor use the same for any illegal or immoral purpose.

15. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises in or any part of the building/s or cause any increase in premium to be payable in respect thereof.

16. It is hereby agreed by the Purchaser/s that the Builders are at their sole discretion entitled to sell the premises or any part thereof in the Building or in the said property for any purposes including guest houses, hotels, maternity homes, coaching classes etc. and the Purchasers hereby agrees not to object to the same and the Purchaser/s hereby give/s consent for the same to the Builders.

17. The Purchaser/s shall not demolish or cause to be demolished at any time the said premises or any part thereof nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof nor any alterations in the elevation and outside colour scheme of the said premises to be acquired by him/her/them and shall keep partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repair and condition in particular so as to support shelter and protect the other part of the said Building/s and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said premises without the prior written permission of the Builders and/or the said proposed society after the conveyance of the said property is given in terms of this Agreement.

18. The Purchaser/s shall not decorate exterior



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his/her/their flat otherwise than in the manner agreed with the Builders or even in the manner as near as possible in which the same was previously decorated and shall keep the same only in the manner it is done by the Builders upon giving possession of the said premises to the Purchaser/s.

The Purchaser/s shall not throw dirt, rubbish or other refuse or permit the same to be thrown from the said premises in the compound or on the property and building/s.

The flat Purchaser/s agree/s that for any or all breach or breaches of any of the terms and conditions in respect of this agreement the Builders shall have sole discretion/option to rescind and terminate this Agreement unilaterally by giving 15 days notice at the address of the purchaser/s as given hereinabove by the Purchaser/s.

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21. If the possession of the said premises is delayed than the time mentioned in clause No. 6 (six) hereinabove due to the reason and circumstances beyond the control of the Builders and if the Purchaser/s insist/s or demand/s, the builders will refund to the purchaser/s the amount/s already paid by him/her/them to the Builders alongwith interest at the simple rate of interest of 9 per cent per annum provided that the arrangement is mutually consented and agreed upon and that the purchaser shall undertake/s that, thereafter he/she/they shall have no remedy left nor the matter shall be referred to any competent authority including any Arbitrator and after the refund of amounts with the simple rate of interest of 9 percent is paid by the Builders to the Purchaser/s the Builders shall be at full liberty to dispose off the said premises to any one else entirely at the sole discretion of the Builders.

22. The said building/s shall always be known as "HEAVEN STAR" and this name shall not be changed under any circumstances without the written permission of the Builders. Subject to non-availability of name with the registering authority, the society if so formed, shall always have the name title "The HEAVEN STAR Co-operative Housing/Premises Society Limited." and this name shall under no circumstances changed without written consent of the Builders even after the conveyance for the property is executed in favour of the Society.

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23. The general amenities, fixtures, fittings and specifications etc. to be provided in the premises and the buildings are those as set out in Annexure 'D' hereto and the Purchaser/s has/have satisfied himself/herself/ themselves about the design, quality of materials, fixtures, fittings, amenities and specifications of the said building/s.

24. The Purchaser/s shall from the date of possession maintain the said premises at the Purchaser/s own costs do tenatable repair and keep the same in good condition and shall not do or suffer to be done anything in or to the said premises or the Building/s, staircases or common passages which may be against the rules, regulations

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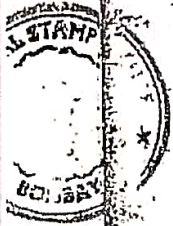
or bye laws of the local or any other authority shall the Purchaser/s change, alter or make additions in to the said premises or building/s or any part thereof. The Purchaser/s shall be responsible for any breach of this provisions and hereby agree/s and consent/s with the Builders to save harmless and indemnify the Builders against any action and liability of any nature whatsoever on account of any such breach on the part of the Purchaser/s.

25. Provided it does not in any way effect or prejudice the right of Purchaser/s in respect of the said premises; the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right title and interest in the said property and buildings or any part thereof as well as the remaining portions of the said property and/or in the building or buildings to be constructed thereon.

26. Nothing herein contained in these presents is intended to be nor shall be deemed or construed as an Agreement to demise or transfer or assign in law to the purchaser/s of the said premises or of the said property or any part thereof or the Building or Buildings or any part thereof and the Purchaser/s hereby undertake/s not to claim the same at any time in any manner whatsoever.

27. The Purchaser/s shall not let, sub let, sell or transfer the said premises or any part thereof or part with his/her/their interest or the benefits under this Agreement or part with possession of the flat to any one untill all the dues payable by him/her/them to the Builders and/or the Co-operative Society after the conveyance of the said property as provided under this Agreement or otherwise howsoever; are fully paid up. However, such dealing will be permissible only if the Purchaser/s has/have not been guilty of any breach for non observance of any of the terms and conditions hereof. The Purchaser/s hereby undertake/s and agree/s not to have any such dealing/s in respect of said premises without the prior consent in writing of the Builders and thereafter of the said Co-operative Housing/Premises society and/or Limited Company/Apartment Holders Association or any incorporate Body recognised by law in force.

28. The Purchaser/s and the person to whom the said premises are let sub let transferred assigned or given possession of shall abide by, observe and perform all the rules bye laws and regulations which the Co-operative Society at the time of registration may adopt and the additions, alterations or amendments thereof for the protection and maintenance of the said building/s and the premises and other portions therein and for the observance and carrying out of the building rules and regulations and by laws for the time being of the Municipality and other local authorities and of the Government and other Public Bodies. The Purchaser/s and the person to whom the said Premises are let, transferred, assigned or given possession shall abide by, observe and perform all the



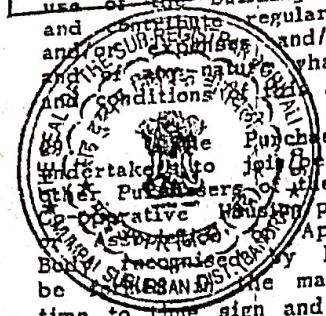
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stipulations and conditions laid down by such Co-operative Society as the case may be regarding the occupation and use of the Building/s or premises therein and shall pay and contribute regularly and punctually towards the taxes and other outgoings and/or other outgoings under any head and/or other outgoings whatsoever in accordance with the terms and conditions of the Agreement.

The Purchaser/s hereby bound/s, agree/s, and undertake to become and be a member along with other Purchaser/s of the other flats/tenements in the proposed Co-operative Housing/premises Society or Limited Company or Association of Apartment Holders or any incorporate Body recognised by Law in force from time to time to be in the manner herein appearing and also from time to time sign and execute the application for registration. For such membership the Purchaser/s shall sign any other papers and documents as may be necessary for the formation and the registration of the Co-operative Housing/premises Society or Limited Company or Association of Apartment Holders or any incorporate Body recognised by Law including the Bye Laws or Articles of Association or any other documents of the proposed society/Limited Company/Association of Apartment Holders or any Incorporate Body Recognised by Law and after duly filled and signed return to the Builders within seven days of the receipt of the same from the Builders by the purchaser/s who will have no objection whatsoever for any change/s or alteration/s or amendment/s or modification/s etc. made in the draft of bye laws as may be required by the Registrar of Co-operative Societies or by any other Competent Authority. The Purchaser/s shall be bound from time to time to sign all such papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safe-guarding the interest of the Builders and of other Purchaser/s of flats, shops and other spaces and garages, terraces and car parking spaces in the said building/s. The Purchaser/s hereby agree/s and undertake/s to pay a sum of Rs.2000/- towards the charges/fees etc. for the formation and registration of the Co-operative Housing or premises Society or Public Limited Company or Association of Apartment Holders or any incorporate Body recognised by Law in respect of proposed building/s as the case may be without dispute under any circumstances on or before the possession of the said premises is given to the purchaser/s by the Builders. In the event of the Purchaser/s or any of the Purchaser/s or acquirers of the flats premises in the said property fail to comply with the above provisions to enable the Builders to complete the Society formation procedure, then the Builders shall be entitled to forfeit the said amount and the Builders shall not be held liable for non formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Holders or any incorporate Body recognised by law.

30. In case the Purchaser/s along with the other Purchaser/s of other premises flats/tenements in the said building or buildings form themselves into a Co-operative Housing/premises Society or Limited Company or an Association of Apartment Holders or any Incorporate Body recognised by any Law in force, then in such event they shall do

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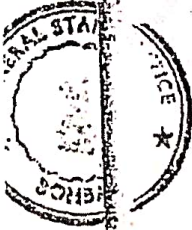
-: 13 :-

so subject to the terms & conditions of this agreement entirely at their own costs, expenses and responsibilities and upon obtaining the registration Certificate of the same the Builders at their Sole discretion may execute the deed of conveyance along with the Vendor subject to the modification of the provisions of the Bye Laws of the said Society or Association of Apartment Holders or any Incorporate Body recognised by law or the Articles of Association of the Limited Company and the rules and regulations framed thereunder/the Maharashtra co-operative Societies Act, 1960/Companies Act or any other Act or Law on the provisions thereunder which are adopted with or without modifications as directed by the Builders and which shall be unanimously agreed upon by all the flat Purchasers in the proposed Building upon its completion and receipt of Building Completion Certificate for the same provided, however, that the concerned By Laws, rules & regulation etc. formed shall be subject to and do not violate any of the terms and conditions of this agreement.

31. On the completion of the said building or buildings and Sale of all the flats/tenements in the said building/s and on the receipt of the full payment of all the amount/s due to the Builders, from all the Purchasers of the all premises/flats/tenements in the said buildings and/or the said property, the Purchasers shall co-operate with the Builders, in forming, registering or incorporating a co-operative Society or Limited Company or Association of Apartments Holders or any Incorporate Body Recognised By Law and the rights of the members of the Co-operative Society or Limited Company or Association of Apartment Holders or any Incorporate Body recognised by Law as the case may be shall always be subject to rights of the Builders under this Agreement and the Conveyance to be executed in pursuance thereof. When the Co-operative Society or Limited Company or Association of Apartment Holders or any Incorporate Body recognised by Law is registered and all the amounts due and payable to the Builders are paid in full as aforesaid the Builders (Subject to all necessary permissions being obtained under the laws for the time being in force) will execute alongwith the Vendor herein the necessary Deed of Conveyance of the property (or to the extent as may be permitted by the authorities) together with the building/s constructed thereon in favour of such co-operative Housing/premises Society or Limited Company or Association of Apartment Holders or any incorporate Body recognised by Law duly registered with the requisite competent authority fixed by the government under the provisions of requisite Law in force. Such deed of conveyance to be executed, however, shall be subject to provisions, terms and conditions of this Agreement. No liability or responsibility shall attach on the Builders and no compensation or other amount/s shall be payable by the Builders if the said property or any part thereof is not possible or not permitted to be conveyed or transferred due to any reason whatsoever.

32. In the event of the Society being formed and registered before the sale and disposal of any flat/s or tenament/s in the said building or any shop/shops and other spaces open/closed garage/s and car parking

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47. The Builders have informed the Purchaser/s that the existing structures called Khare Building along to the Vendor who is also residing in one of the floor of the said existing structures and that of the said existing structures shall always belong to Vendor and further that suitable clause shall be incorporated thereto in the Deed of Conveyance whenever the same is executed in terms of this agreement.

48. It is clearly understood and agreed by and between the parties hereto that the Builders shall have the unqualified and unfettered right to sell on ownership basis or any basis to anyone of their choice, the terrace area above the top floor of the said building or buildings or buildings subject to the necessary means of access to be permitted for such purposes so as to reach the water tanks of the building/s. It is also understood and agreed by and between the parties hereto that the terrace spaces in front or in back sides of the terrace or other premises in the said building or buildings shall belong exclusively to the respective Purchaser/s of the premises in whose front or back sides the terraces are situate and such terrace spaces or space are intended for the exclusive use of such flats provided however that the rights of such terrace/s area are purchased by such terrace flat purchaser/s from the Builders. The Purchase of the open spaces in front of the shops shall belong exclusively to the respective purchasers of the said shops in whose front or back the same are situated provided that the rights of such spaces are purchased by such purchaser/s of shops.

49. The Builders shall have a first lien and a charge on the said premises agreed to be acquired by the Purchaser/s in respect of any amount/s payable by the Purchaser/s under the terms and conditions of this Agreement.

50. The Purchaser/s shall pay brokerage at the rate of TWO per cent to FAIRLINK AGENCIES Star Market Apartment, Malad West, Bombay-34

51. Any indulgence or delay by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be considered as a waiver on the part of the Builders of any breach or non compliance of any of the terms and conditions of the Agreement by the Purchaser/s nor shall the same in any manner prejudice the other rights of the Builders under this Agreement in any way whatsoever.

52. All the letters, receipts and/or notices issued by the Builders despatched to the Purchaser/s under certificate of posting or as the Builders deem fit to the address mentioned hereinabove shall be sufficient proof of receipt of the same by the Purchaser/s and the same shall fully and effectually discharge the Builders.

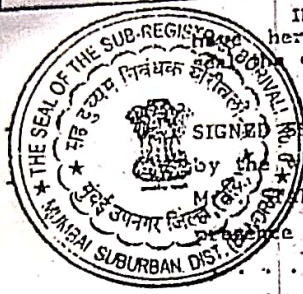
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IN WITNESS WHEREOF the Builders, and the Purchaser/s hereunto set and subscribed his/her/their hand and day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )  
by the withinnamed Builders )  
M/s. STAR CONSTRUCTIONS in the )  
presence of . )

For M/s. STAR CONSTRUCTIONS

*[Signature]*  
PARTNER

SIGNED SEALED AND DELIVERED )  
by the withinnamed Purchaser/s )  
Mr. Vinod Kumar Mahajan )  
Bombay )

*[Signature]*

in the presence of )  
*[Signature]* )

**R E C E I P T**

RECEIVED on the day and year herein below written of and from the abovenamed Purchaser/s the sum of Rs. 2,11,000 /- (Rupees Two Lacs Eleven Thousand Only) by cash/cheque/D.D./ Pay Order/ Banker's cheque No. 056399 dated 30-10-90 drawn on/issued by State Bank of Bikaner & Jaipur payable at Bombay.

In our favour being the amount of earnest money to be paid by him/her/them to us in terms of this agreement.

Witnesses:

WE SAY RECEIVED.

*[Signature]*

For M/s. STAR CONSTRUCTIONS

*[Signature]*  
PARTNER

PLACE: BOMBAY

DATED: 31st day of October 1990



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-: 23 :-

ANNEXURE 'A'

THE SCHEDULE GIVING THE DETAILS OF THE  
REFERRED TO



ALL THAT piece or parcels of land together with structures standing thereon bearing Survey No. 10 corresponding C.T.S. 528, 528 (1-4) of Village Malad (West) admeasuring about 583.1 sq. metres equivalent to about 697.38 sq. yards (Revised Area) the earlier area being shown as 800 sq. yards or thereabout and structures bearing Municipal Assessment Ward Nos. P-3983 Street No. 59 and P-3984 Street No. 59/1 known as Khare Buildings in 'P' (North) Ward of the Municipal Corporation of Greater Bombay situate lying and being at Jivanji Pastanji Road, earlier known as Turel Pakhadi Road, Malad (West), Bombay-400 064 in the Registration Sub-District of Bombay City and Bombay Suburban District Bandra - Bombay and bounded as follows, that is to say :-

- On or towards the North Side - Land bearing C.T.S. 527
- On or towards the South Side - Land bearing C. T. S. 526
- On or towards the East Side - Land bearing C.T.S. 530
- On or towards the West Side - The Existing Municipal Public Road known as Jivanji Pastanji Road, earlier name of road being Turel Pakhadi Road.

*re. with*



ANNEXURE 'B'

भारत - 5/		M. Pandya
20993	T-2	A. (Honc.) LL.B. Advocate High Court, Bombay.
202X		

Phone : C/o. 694945  
 I-B/R-9 Pushpa Park,  
 Daftary Road,  
 Malad (East),  
 Bombay-400 097.

Date : 10.10.1987.



CERTIFICATE

THIS IS TO CERTIFY that I have investigated the the aforesaid property which is more particularly described below in the Schedule hereunder written and have pursued title deeds and certify that in my opinion the title of M/s. STAR CONSTRUCTIONS the Owners /Developers is clear marketable and free from encumbrances, charges and/or claims.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcels of land together with structure standing thereon situate at Turel Pakhadi Road, Malad (West), bearing Survey No. 110 and C.T.S. No. 528 529 (1 to 4) bearing Municipal Ward Nos. P-3983 street 59 and Ward No. P-3984 street No. 59/1 admeasuring about 800 sq. yards and bounded as follows :-

- On the North Side - Land bearing C.T.S. No. 527
- On the South Side - Land bearing C.T.S. No. 526
- On the East Side - Land bearing C.T.S. No. 530
- On the West Side - The Municipal Public Road known as Turel Pakhadi Road. (Jeevanji Postanji Road)

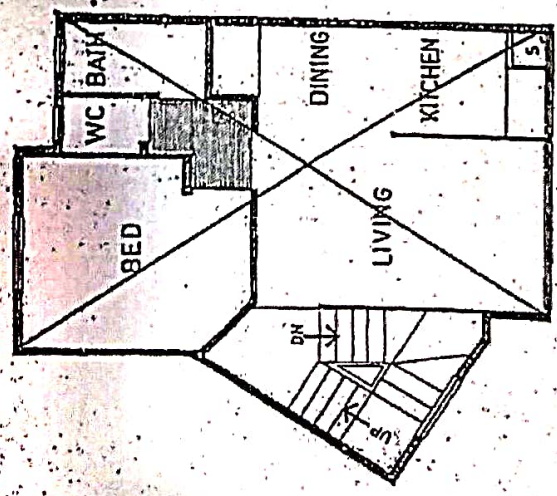
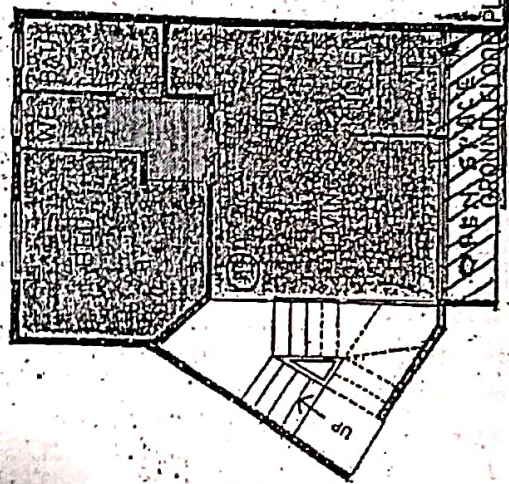
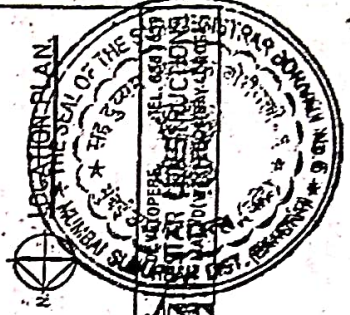
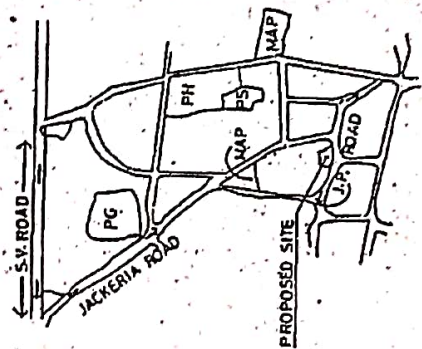
Sd/-

(H. M. Pandya)  
 Advocate, High Court, Bombay.

*(Handwritten signature)*



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ANNEX 5058		



TYPICAL UPPER FLOOR PLAN.

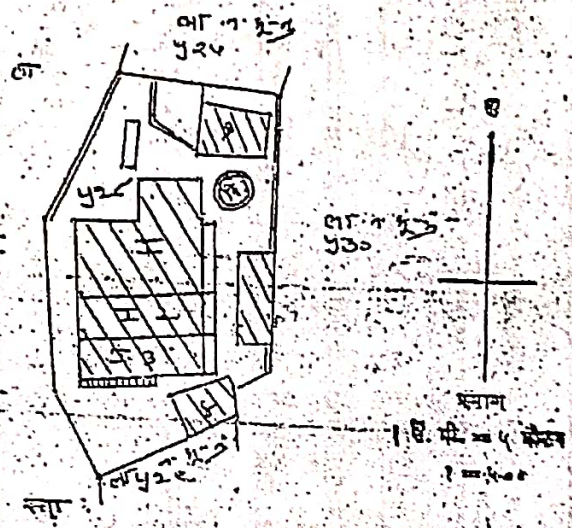
PROPOSED BUILDING ON PLOT BEARING CIS NO. 528, AT JIVANJI PESTANJI ROAD, MALAD (West), BOMBAY-400 064.

For M/s. STAR CONSTRUCTIONS  
*M. S. JOSHI*  
 PARTNER



अज्ञेयः श्री. मंग. मंग. चौधरी माता दिनांक १/३/८७ धे-  
 कृष्णवदन वमरकुमारपन त्रोजे गावाउ दक्षिण प्रेमी-  
 पुनर्पिलोतन सीए नं- ७७ तसत न प्रु ५२-१५२१/५०  
 या कारजमुद्रता दिलेला उताव.

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अज्ञेयः  
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 मंगल कार्यालय... १/३/८७... दिनांक...  
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Superintendent of Land Records  
 (L.S.R.) Bombay.

मंगल कार्यालय  
 दिनांक १/३/८७  
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10,00,000  
Dr. K. S. Bldg. Prop. (WS) P. 2 P. V. 30  
Dr. Babasaheb Ambedkar Mar. 11, 1942  
Kandivali (West), Bombay-400 067.

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100	100	100

# बृहन्मुंबई महानगरपालिका

## MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. CE | 5457 | BSII | AP 28 OCT 1991



TO: Shri A.S.Kadam, Architect.

Sub : Permission to occupy the completed portion on C.T.S.No.528, 528/1 to 4, at J.P. Road, village Malad(W)

Ref : Your letter dated 3.7.91

Sir,

By direction, I have to inform you that the permission to occupy the completed portion of Ground + Three + 4th(part) floors shown by you in the red colour in the plans submitted by you on 3.7.91 is hereby granted. Please note that this permission is without prejudice to action under sec.353A/471 of B.M.C.Act & subject to the following conditions :-

- 1) That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.P|North and a certified copy of the same shall be submitted to this office.
- 2) That the Co-Op.Hsg.Society shall be formed within six months from the date of issue hereof or B.C.C., whichever is earlier.



Yours faithfully

*A. S. Kadam* 26/10/91

Executive Engineer Bldg.Prop. (WS) P&K/E

TRUE COPY

*A.S.Kadam*  
For ARCHCON  
ARCHITECTS & ENGINEERS

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भारत सरकार  
GOVERNMENT OF INDIA



विनोद मदनराज भंडारी  
Vinod Madanraj Bhandari  
जन्म तारीख/DOB: 10/07/1966  
पुरुष/ MALE  
Mobile No: 9820132764

**2762 3950 8150**  
VID : 9151 6676 8279 5285

**माझे आधार , माझी ओळख**

*Amish*

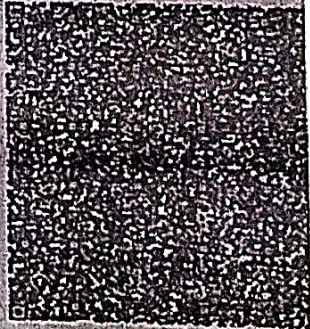


भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



पता:  
S/O: मदनराज भंडारी, रूम नं. 701, सीता कुंज, तुरेल  
पखाडी रोड, जैन मंदिर जवळ, मुंबई, मालाड वेस्ट डेली,  
मुंबई,  
महाराष्ट्र - 400064

**Address :**  
S/O: Madanraj Bhandari, ROOM NO . 701 , SITA  
KUNJ, TUREL PAKHADI ROAD, NEAR JAIN MANDIR,  
Mumbai, PO: Malad West Dely, DIST: Mumbai,  
Maharashtra - 400064



**2762 3950 8150**  
VID : 9151 6676 8279 5285

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19/09/2024

सूची क्र.2

दुय्यम निबंधक : सह. दु. वि. बोरीवली 8

दस्ता क्रमांक : 20113/2024

नोदणी :

Regn:63m

गावाचे नाव : मालाड

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4950000
(3) बाजारभाव (भाडेपट्ट्याच्या नाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नसुद करावे)	4911883.35
(4) मू-भाषण, पोटहिस्ता व घटकमांक (असल्यास)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन : इतर माहिती: सदनिका नं 1, वळ मजला, हेमन स्टार अपार्टमेंट, सुरेल पाखाडी रोड, मालाड पश्चिम, मुंबई, 400064.... मिळकतीचे क्षेत्रफळ 385 चौ फुट कापेट आहे.... सदर मिळकत सीटीएस नं 528, 528/1 ते 4, जीचे मालाड दक्षिण मध्ये आहे.... महिमा खरेदीदार असल्यामुळे शासन परि क्र. मुद्रांक 2021 ख.नो.सं.क्र 12/अ.क्र/107/म-1/दि 31 मार्च 2021 अन्वये मुद्रांक शुल्कात 1% मार्फी दिली आहे. PUI: PN1009040190000 (( C.T.S. Number : 528, 528/1 ते 4 ; ))
(5) क्षेत्रफळ	1) 0 चौ.मीटर
(6) आकारणी किंवा जुटी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/सिहल ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- विनोद मदनराज भंडारी वय:-58; पत्ता:- प्लॉट नं: स्प नं 701, माळा नं:- इगारटीचे नाव: सीठा कुंज, प्लॉक नं: मालाड पश्चिम, मुंबई, रोड नं: सुरेल पाखाडी रोड, जैन मंदिर च्या जवळ, महाराष्ट्र, मुंबई. पिन कोड:- 400084 पॅन नं:- AABPB9228R
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- शर्मिला रवीकुमार पारिक वय:-38; पत्ता:- प्लॉट नं: सी/309, माळा नं:- इगारटीचे नाव: मनीष कुंज, प्लॉक नं: मालाड पश्चिम, मुंबई, रोड नं: रामचंद्र मेन, विटी कि-व्हस च्या समोर, महाराष्ट्र, मुंबई. पिन कोड:- 400084 पॅन नं:- ASOPP8397D
(9) दस्तऐवज करून दिल्याचा दिनांक	12/09/2024
(10) दस्त नोंदणी केल्याचा दिनांक	12/09/2024
(11) अनुक्रमांक, खंड व पृष्ठ	20113/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	247500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (I) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सहमीकरण  
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.  
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे मुहंमुंबई महानगरपालिकेस पाठविणेत आलेला आहे.  
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.  
Details of this transaction have been forwarded by Email ( dated 12/09/2024 ) to Municipal Corporation of Greater Mumbai.  
No need to spend your valuable time and energy to submit this documents in person.

दस्तासोबत सुची क्र. II  
खरी प्रत

सह. दुय्यम निबंधक बोरीवली क्र. ६,  
मुंबई उपनगर जिल्हा.