

वीवदर/२/ १२००९

२१५

नोंदणी ३९ म.  
Regn. 39 m.

पारती क्र.

दस्तावेजाचा/अर्जाचा अनुक्रमांक

दिनांक २१/५ सन १९ २००९

दस्तावेजाचा प्रकार-

८१६२११-६३६०००१

सादर करणाराचे नाव-

श्रीम. किर्तण/म. वा। व. २९३

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी  
नकल फी (फोलिओ )  
पृष्ठांकनाची नकल फी  
टपालखर्च  
नकला किर्या शापने (कलम ६४ ते ६७)  
शोध किर्या निरीक्षण  
दंड-कलम २५ अन्वये  
कलम ३४ अन्वये  
प्रमाणित नकला (कलम ५७) (फोलिओ)  
इतर फी (मागील पानावरील) बाब क्र.

१२३

६३६०००१

२१/५/२००९

*(Signature)*

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रोजी तयार होईल व

नोंदणीकृत झालेले पाठवली जाईल.  
या कार्यालयात देण्यात येईल.

सह. हुय्यम निबंधक. वारीवली निबंधक.

या व्यक्तीच्या नावे नोंदणीकृत झालेला पत्रावाव  
हवाली करावा.

सादरकर्ता

SH. D. PATEL  
ADVOCATE

CITY CENTRE

Redefining Shopping

Sms  
CMB

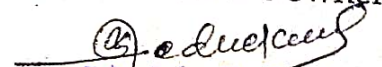
SMH

Rs. 63,000/- Sixty Three thousand only

THIS AGREEMENT MADE AT BOMBAY this 9 TH. day of JANUARY-2001, 199 BETWEEN MESSRS. CITI CON (REGD.) (formerly known as M/s. P. H. Nensey Land Development Corporation, a partnership concern registered under the Indian Partnership Act, 1932 and having its principal place of business at 21, Himen Shopping Centre, S. V. Road, Goregaon (West), Bombay 400062 hereinafter called "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, its partner or partners for the time being, the survivor or survivors of them and their irrespective heirs, executors, administrators and assigns) of the **ONE PART AND** NIRMALA ASHOK WANKHEDE, of Bombay Indian Inhabitant, hereinafter called "THE FLAT PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators) of the **OTHER PART:**

W H E R E A S :

a) One Padamsey Hirji during his life time was the owner

  
**M. M. Pednekar**

Proper Officer,  
General Stamp Office Mumbai

GENERAL STAMP OFFICE OF THE TOWN HALL, BOMBAY-400023. MESSRS/DO. INDIAN PARTNERSHIP ACT, 1932. STAMP DUTY PAYABLE ADHESIVE. 0063000 212000 112104330961

TD

of all those pieces or parcels of land bearing Entry No. 7, Survey No. 7, Pot Nos. 1 and 2 admeasuring 15000 sq. yards and survey No. 8, Pot No. 3/1, Hissa No. 1, admeasuring about 8005 sq. yards and Survey No. 9, Hissa No. 9 (part) Falni No. 4 admeasuring 272 sq. yards aggregating approximately to 23377 sq. yards equivalent to approximately 19,553.25 sq. meters together with buildings and structures standing thereon (hereinafter referred to as the said property) and upon the death of the said Padamsey Hirji on or about 5th April, 1957 his sons and daughters became the owners of the said property, who formed two Hindu Undivided Families, i.e. Laxmipati HUF and Prafulchandra HUF;

- b) Both the said Laxmipati HUF and Prafulchandra HUF were carrying on business in partnership in the firm name and style of the said M/s. P.H. Nensey Land Development Corporation (PHN) wherein the said HUFs introduced their respective shares in the said lands into partnership for developing the same;
- c) In the events that have happened PHN became the owner of the said property;
- d) The said PHN developed part of the said property by putting up building now known as Hirnen Shopping Centre;
- e) Disputes and differences arose between the Partners of PHN H.U.F. Laxmipati, one of the partners, filed a suit in the High Court of Judicature at Bombay being Suit No. 1313 of 1984 inter alia for dissolution of the said firm. The said suit was ultimately settled and the Consent Terms filed in Court on 14th August, 1985 whereby FSI of about 18000 sq. ft. which was at that time available for construction was distributed between the said two HUFs i.e. each HUF got 9000 sq. ft. of FSI which they were entitled to develop, utilise, construct and dispose of independently.
- f) Each of the said HUFs had agreed to sell their respective FSI of 9000 sq. ft. and ultimately utilising the said FSI and certain other FSI and accordingly and on the basis of other arrangements Silver Land Developers Pvt. Ltd.

NAV

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have constructed a building known as "Kadambari" on the said lands;

- g) Apart from the said Hirnen Shopping Centre and Kadambari there are five buildings standing on the said property viz. (i) Padam Bhuvan, (ii) Amrit Kunj, (iii) Laxmi Bhuvan, (iv) Chandra Bhuvan and (v) Purnima;
- h) The aforesaid position is shown on the plan hereto annexed as Annexure - I;
- i) Apart from the aforesaid there was a bungalow on the said property, position whereof is also shown on the plan annexed hereto. There is an existing school, old chawl, a toilet block etc. which is shown on the plan Annexure-I hereto;
- j) Part of the said land was going in compulsory garden road;
- k) Apart from the aforesaid there were several other unauthorised structures and occupants and their respective sublettees on the remaining portion of the said property;
- l) Because of the efforts of the Promoters, the Promoters could shift the old garden as also have been able to settle with the tenants of the chawl and bungalow and unauthorised occupants and their sublettees;
- m) In the events that have happened the Promoters here - in are in a position to develop the said remaining land by putting up one building;
- n) The Promoters have got the plans sanctioned and obtained IOD dated 9th July, 1990 bearing No. CE/653/BP (WS)/AP issued by the Municipal Corporation of Greater Bombay and obtained C.C. dated 26th November, 1990 bearing No. CE/653/BS II/ AP;
- o) The Promoters have entered into a prescribed Agreement with the Architect, Shri Vijay Goradia, registered with the Council of Architects and also appointed M/s. S.S. Rege and Associates as Structural Designers for preparing structural designs and drawings and speci-

- fications of the building and the flat purchaser accepts the professional supervision of the said Architect and the said structural Engineer till the completion of the building unless otherwise changed;
- p) As a result of the aforesaid agreements the Promoter is entitled to and enjoined upon to construct building to be known as "CITI-CENTRE" on the said remaining portion and sell flats, shops, offices, garages, car parking spaces, terraces, walls, hoarding spaces, etc. (all of which herein after for brevity's sake referred to as "Flats" and reference to Flat Purchaser in this Agreement means Purchasers of such premises);
- q) The Promoter is accordingly causing to be constructed a building of basement, ground floor and one upper floors along with Roof - Top garden.
- r) The Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the plans, designs and specifications prepared by the Promoter's Architects Shri Vijay Goradia and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOF") and the Rules made thereunder;
- s) A Copy of the Certificate of title issued by the Attorney-at-law or advocates of the Promoter, copies of property card or extract of Village Forms, VI, VII and XII or any other relevant revenue record showing the nature of the title of the Original Owner to the portion of the said lands on which the flats are constructed or are to be constructed and copy of the floor plan of the flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexures 'B', 'C', and 'D' respectively. The Revenue Records are in the name of Prafulchandra Padamsey the Original Owner;
- t) While sanctioning the said plans for the said building the concerned local authorities and/or government has laid

down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said lands and the said building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said buildings shall be granted by the concerned local authority;

- u) The Promoters accordingly will commence/has commenced construction of the said Buildings in accordance with the said plans;
- v) The Flat Purchaser has taken inspection of all the hereinbefore recited documents, papers, plans as also all orders, schemes, etc. which are referred in this agreement and is aware of the terms and conditions thereof;
- w) The Flat Purchaser applied to the Promoter for allotment of the Shop/ ~~Flat~~/ ~~office~~/ ~~Garage~~/ ~~open car parking space~~/ ~~terrace~~/ ~~covered car parking~~/ ~~wall~~/ ~~hoarding space~~ No. 83 on the GROUND floor in such building to be constructed on the said portion of the said lands and to be known as "CITI-CENTRE" (hereinafter referred to as the said flat);
- x) The Flat Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.;
- y) Relying upon the said applications, declaration and agreement herein contained, the Promoter agrees to sell to the Flat Purchaser the said Flat at the price and on the terms and conditions hereinafter appearing;

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

1. The Promoter shall cause to be constructed the said building consisting of basement, ground floor and ONE upper floors on the said portion of the said land in accordance with the plans, designs, specifications, approved by the concerned local authority and which have been inspected and approved by the Flat Purchaser with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the

concerned local authority or the Government to be made in them or any of them and the Flat Purchaser hereby gives an irrevocable consent, power and authority to the Promoter to add to, to alter, vary or modify from time to time the said plans, designs, specifications, including for present and further construction whether on the same building or otherwise. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Flat Purchaser in respect of such variations or modifications which may adversely affect the flat of the Flat Purchaser and that no further consent of the Flat Purchaser is required for any modification, variation or amendment of the plan including for additions in the building to be constructed.

2. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser in the said Building ~~Flat/ Shop/ Office premises/ garage/ covered car parking/ open car parking/ open space/ terrace/ still car parking/ wall/ hoarding~~ bearing No: 83 on the GROUND floor as shown in the floor Plan thereof hereto annexed and marked Annexure 'D' with amenities as described in Schedule Annexure 'E' hereto of the carpet area admeasuring 6.89 sq. meters (which is inclusive of the area of balconies, if any) (hereinafter for brevity's sake and collectively referred to as the "flat") for the aggregate price of Rs. 630,000/- (Rupees SIX LAKHS THIRTY THOUSAND only) including the proportionate price of the "common areas and facilities" appurtenant to the premises, the nature, extent and description of the "limited common areas and facilities" which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser has paid a sum of Rs. 1,00,000/- (Rupees ONE LAKH only) as earnest or deposit money on or before the execution of these presents. The Flat Purchaser hereby agrees to pay to the Promoter balance amount in the following manner:-

i) Rs. .... on completion of plinths;

- ii) Rs. .... on casting of First Slab;
- iii) Rs. .... on casting of Second Slab;
- iv) Rs. .... (being 4% of the purchase price)  
on construction of outside wall  
of the said flat;
- v) Rs. .... (being 3% of the purchase price)  
on construction of inside wall  
of the said flat;
- vi) Rs. .... (being 4% of the purchase price)  
on erection of door frames work  
and shutter of the said flat ;
- vii) Rs. .... (being 3% of the purchase price)  
on inside plaster work of the  
said flat ;
- viii) Rs. .... (being 4% of the purchase price)  
on outside plaster work of the  
said flat ;
- ix) Rs. .... (being 7% of the purchase price)  
on fixing of flooring of the said  
flat ;
- x) Rs. .... (being 3% of the purchase price)  
on erection of window frame  
work of said flat ;
- xi) Rs. .... (being 3% of the purchase price)  
on completion of outside  
plumbing work;
- xii) Rs. .... (being 4% of the purchase price)  
on completion of Aluminum &  
Glazing work;
- xiii) Rs. .... (being 3% of the purchase price)  
on fixing of translight of the  
said flat ;
- xiv) Rs. .... (being 2% of the purchase price)  
on completion of inside and  
outside G.I. pipe work;



- xv) Rs. .... (being 6% of the purchase price)  
on completion of Air-conditioning;
- xvi) Rs. .... (being 4% of the purchase price)  
on completion of and glass lift;
- xvii) Rs. 5,30,000 ..... on completion of building and before or immediately on offering possession.

3. The percentage of the undivided interest of the Flat Purchaser in the common areas and facilities limited or otherwise pertaining the said Flat shall be in proportion of the area of the flat agreed to be sold hereunder to the total common areas and facilities limited or otherwise.
4. The Promoter hereby agrees to observe perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or hereafter and shall before handing over possession of the Flat to the Flat Purchaser, obtain or cause to be obtained from the concerned local authority occupation or completion certificates in respect of the building containing the Flat agreed to be purchased by the Flat Purchaser. The Promoter may obtain part occupation or building completion certificate for one or more flats.
5. The Flat Purchaser has prior to the execution of this Agreement satisfied himself about the title to the said lands. The Flat Purchaser shall not be entitled to investigate the title of the said lands any further and no requisition or objection shall be raised by the Flat Purchaser in any manner relating thereto. A copy of the certificate of title issued by M/s. Kantilal Underkat & Company, Advocates and Solicitors, is hereby annexed and marked Annexure 'A'.
6. The Flat Purchaser agrees to comply with all the terms and conditions of any other scheme, permission, objection etc. that may have been granted or sanctioned and/

charges and expenses payable by the Flat Purchaser shall be paid by the Flat Purchaser immediately on demand.

45. The Flat Purchaser shall pay brokerage to M/s. \_\_\_\_\_ at the rate of two per cent on the total purchase price of the said Flat /Shop /office /garage/parking space /hoarding space open terrace on open terrace the execution of this Agreement.

46. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the terrace space in front of top of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the Promoter unless sold by the Promoter to the respective purchaser of the terrace flat and in the event of sell thereof such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Flat Purchaser. The said Terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter the Society or as the case may be.

47. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act and the Maharashtra Co-operative Societies Act.

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

SIGNED SEALED AND DELIVERED BY )  
the within named " PROMOTER " )  
M/S. CITI CON (REGD.) )  
in the presence of..... )

SIGNED SEALED AND DELIVERED BY )  
the within named "FLAT PURCHASER" )  
NIRMALA ASHOK WANKHEDE. )  
in the presence of..... )

RECEIVED the day and year first )  
hereinabove written of and from the )  
within named Flat Purchaser a sum of )

Rs. 1,00,000/- (Rupees ONE LAKH) )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

only) being the amount of earnest )  
money to be paid by them to us by cash )

/cheque No. 491277 on NEW INDIA )  
CO-OP. BANK LTD. (GOREGAON-W) )

dated 28.10.97 )  
Rs. 1,00,000/- )

WITNESSES

WESAYRECEIVED

Tejas H. Shah

(PROMOTER)

### THE FIRST SCHEDULE ABOVE REFERRED TO

A portion admeasuring about 4954 sq. meters forming part of all that piece or parcel of land situated at S.V. Road, Goregaon (West) in the Revenue Village of Pahadi in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring about 15,000 sq. yards equivalent to 12541.806 sq. meters or thereabout forming part of the land bearing Survey No. 8, Hissa No. 1B, S. No. 7, Pot Nos. 1 and 2 (S.No. 7 Hissa No. 1), C.T.S. No. 288, 341, 341/1 to 32, 342 and 342/1 to 342/23 and surrounded as follows, i.e. to say on or towards the North by M.G. Road, and land appurtenant thereto, on or towards the South by 30' wide D.P. Road and land appurtenant thereto, on or towards the West by 30' wide internal access road and on or towards the East by S.V. Road.

### THE SECOND SCHEDULE ABOVE REFERRED TO

The nature, extent and description of the "Common Areas and Facilities", and of the "Limited Common Areas and Facilities" shall be as under:-

#### (A) Common Areas and Facilities:

- i) Entrance lobby and foyer of the Building;
- ii) Compound of the building, i.e. the open area (out of the said land described in the First Schedule above) appurtenant to the built-up area of the building,

but excluding the open car parking spaces in the compound allotted /to be allotted to the respective Flat holder and garages, if permitted and constructed;

- iii) \_\_\_\_\_ ft. wide staircase escalator and glass lift of the building, including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping;
- iv) Central Atrium, 6 ft. wide and 8 ft. wide pathways, 14 ft. wide entrance adjoining to Hirnen Shopping Center's wall etc.
- v) Office area of about \_\_\_\_\_ sq. ft. to be constructed in the compound /ground floor for use of the Society;
- vii) Watchman cabin admeasuring about \_\_\_\_\_ sq.ft. in the compound;
- viii) Common toilet admeasuring about \_\_\_\_\_ sq. ft. on the ground and first floor;

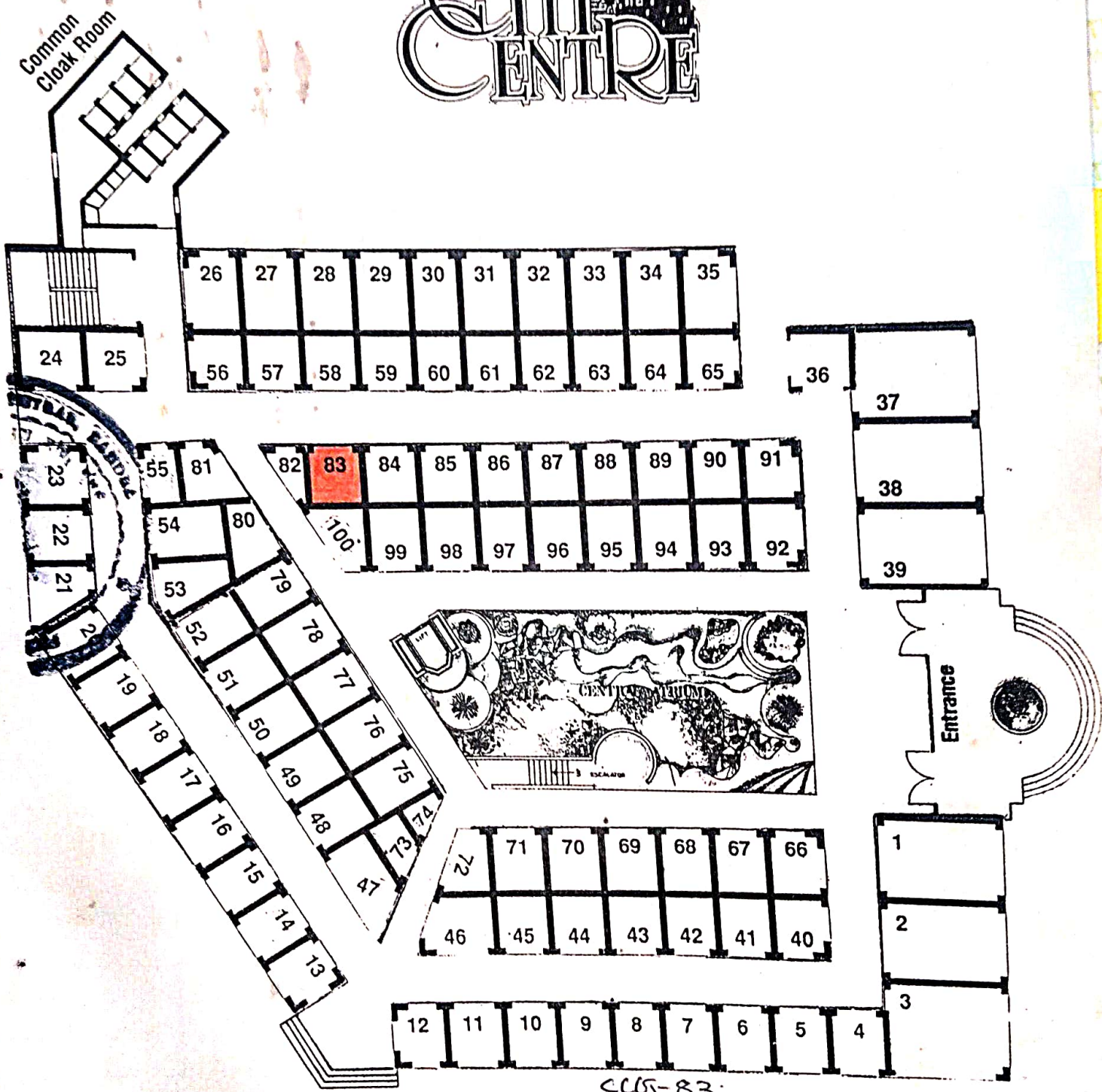
The Flat holder will have a \_\_\_\_\_ per cent undivided interest in the above;

**(B) Limited Common Areas and Facilities:**

- i) Landing admeasuring about \_\_\_\_\_ sq. ft. in front of the stairs and glass lift on the floor on which the particular flat is located, as a means of access to the flat but not for the purposes of storing or as a recreation area, or for residence or for sleeping;
- ii) This landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors;

The flat holder will have a \_\_\_\_\_ per cent undivided interest in the above.

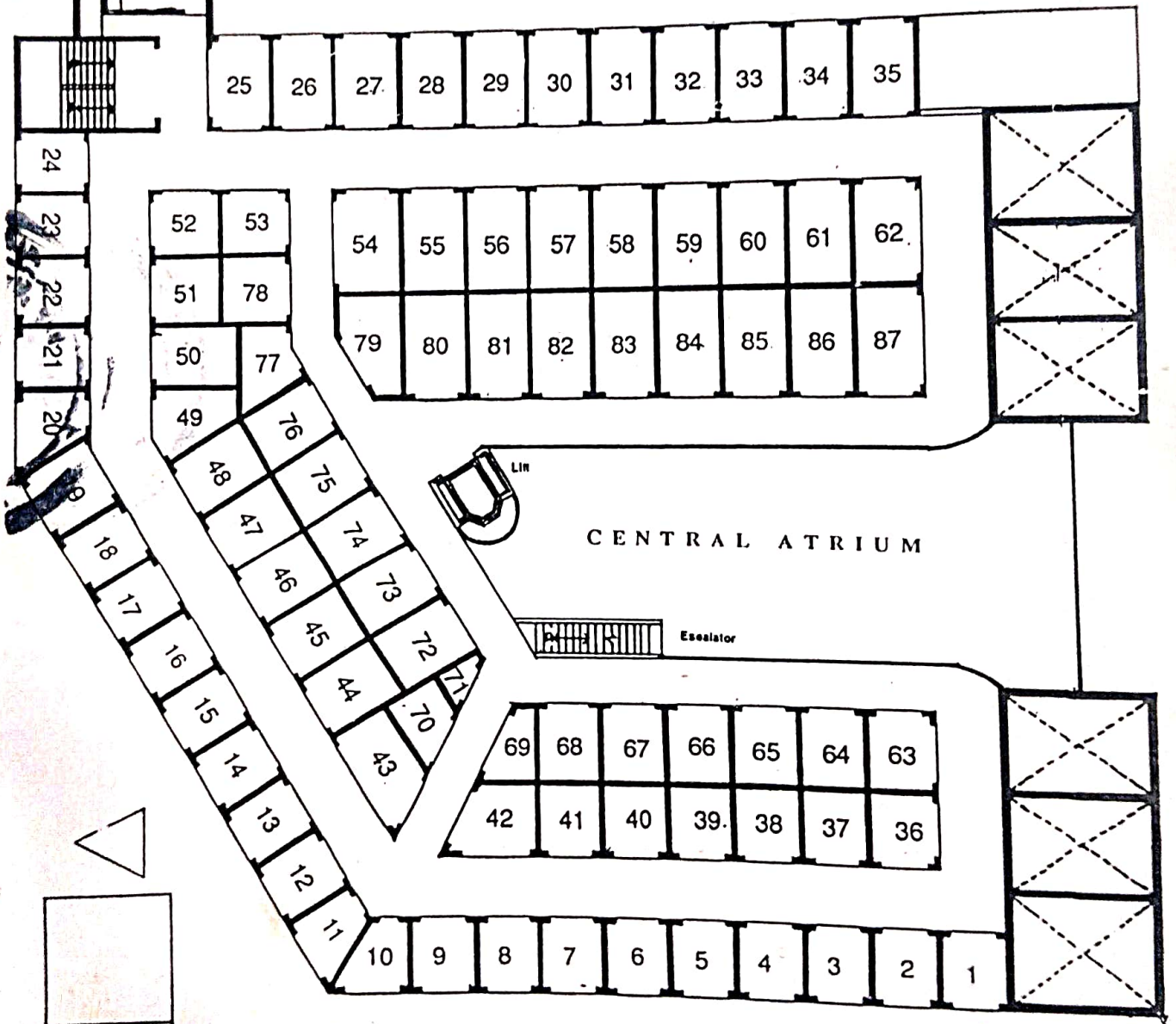
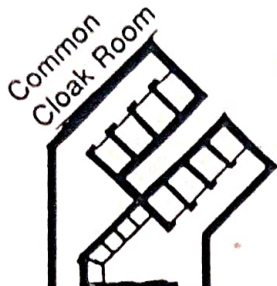
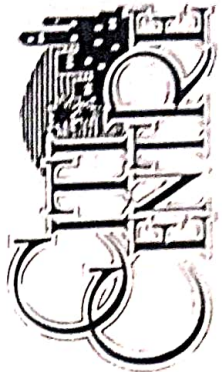
# CITY CENTRE



CLG-83

NAW Tejas H. Shah

FIRST FLOOR PLAN



CENTRAL ATRIUM

Lift

Escalator

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# Citi Centre Premises Co-op. Society Limited

Regd. No. MUM/WP/GNL (0) 1274/2006-07 DTD 2.12.06

Citi Centre, S. V. Road, Goregaon (W), Mumbai - 400 062.

Authorised Share Capital Rs. 1,00,000/- divided in to 2000 shares of Rs, 50/- each.

## Share Certificate

Certificate No. 074

Members Registration No. 074

Shop No. 083

This is to Certify that Shri/Smt./M/s. Nirmala Ashok Wankhede

of Mumbai is the registered Holder of Shares bearing Distinctive

Nos. 366 To 370 of Rs. 50/- (Fifty) each in

### The Citi Centre Premises Co-op. Society Ltd.

Subject to the bye-laws of the said society and that upon each of such shares the sum of Rupees Fifty has been fully paid.

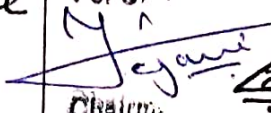
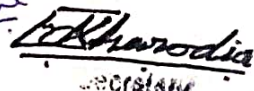
Given under the common seal of the said society, Signed & Issued at Mumbai this 8<sup>th</sup> Day of August 2010

T. T. Todi  
Chairman

A. B. Bhoedia  
Secretary

Nishi  
Treasurer

MEMORANDUM OF THE TRANSFERS OF THE WITHIN SHARES FOR SHOP No. ....

Date of Transfer	Transfer Serial No.	Name of Transferee (s)	Secretary or Joint Secretary To Sign with Rubber Stamp	Chairman or Vice Chairman	Remarks
04.05.2010	89(c)	Ashok Dumaji Wankhede	For Citi Centre Premises Co-op. Society Ltd.  Chairman	 Secretary	LIEN CBI GOREGAON

**The Citi Centre Premises Co-op. Society Ltd.**  
 Citi Centre, S. V. Road, Goregaon (W), Mumbai - 400 062.