

such variations and changes which the Builders may in their absolute discretion deem fit. It is hereby agreed and declared that the Purchasers hereby expressly consent to all such variations and changes being effected in the said plans whether such changes variations or deviations be of structural nature or otherwise and whether they pertain to inside or outside of the Flat (Transport Godown) agreed to be acquired by the Purchaser or not.

2. The Purchaser hereby agrees to purchase and acquire the Flat (Transport Godown) being No. B-2/4 made of Brick wall and roof of A.C. (Asbestos) Sheets forming part of House No. 184 as per I.M.C Record of the said Property measuring 2500 sq.ft. built-up Approximately of the said Kothari Estate at or for the total purchase price of Rs.17,50,000/- (Seventeen Lacs Fifty Thousand Only) shall be paid and discharged in accordance with the provisions hereinafter appearing.

3. The Purchaser has paid before the execution of this Agreement to the Builders a sum of Rs. 17,50,000/- (Rupees Seventeen lakh Fifty Thousand Only) by cheque No. 464001 dated 03/03/2005 drawn on M/s. Shalini Sahakar Bank Ltd. amounting to Rs. 17,50,000/- towards full payment of consideration amount : viz:-

(1) Rs. 17,50,000/- on or before 03/0 day of March 2005

(2) Rs. — /- on or the — day of — 2005

(3) Rs. — /- on or the — day of — 2005

Rs. 17,50,000/-

4. It is hereby agreed declared that the payment of the above instalments is considered as being of the essence of the contract.

5. If the Purchaser commits default in payment of any one or more instalments aforesaid on their respective dates this Agreements shall stand terminated without any further notice by the Builders in which event the earnest money or deposit paid by the Purchaser to the Builders shall stand forfeited along with all other amounts paid by the Purchaser to the Builders. Upon cancellation of this Agreement under this cause the Builders shall be at liberty to resell the said Flat (Transport Godown) to any other Purchaser in the manner the Builders may deem fit at their absolute discretion.



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6. Without Builders Purchase liability per and under t

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AND WHEREAS the Builders have commenced the construction of Flats (Transport Godown) on the piece of land situated at Chitalsar-Manpada and more particularly described in the First Schedule hereunder written in accordance with the plans sanctioned by Gram Panchayat Chitalsar, Manpada vide Resolution No. 84 dated 26/4/1975 with revalidation vide Resolution No. 124 dated 30/9/1982 and the Collector of Thane has approved the Construction of Transport Godown's and granted N.A. Permission vide Order No. REV/DESK-1/NAP/VII/SR/149 dated 5th February, 1983 and issued Sanad dated 4/12/1983 of Tahsildar, Thane signed on behalf of Government of Maharashtra to the Builders and the Builders intend to sell the said Flats (Transport Godowns) on Ownership as is where is basis.

AND WHEREAS the Certificate of title of the Builders to the said piece of land described in the First Schedule hereunder written issued by M/s. MAHIMIURA & CO., Advocate and Solicitors is annexed hereto.

AND WHEREAS the Purchaser being desirous of purchasing the Flat (Transport Godown No. B-2/4 made of Brick walls and roof of A.C. (Asbestos) Sheets, on the piece of land described in the First Schedule hereunder written has agreed to enter into with the Builders the Agreement as hereinafter specified on as is where is basis upon the terms and conditions mutually agreed upon.

AND WHEREAS the Builders have given inspection of the documents of title relating to the said piece of land described in the First Schedule hereunder written as also of the aforesaid resolution and sanctioned plans and the order of the Collector and the Sanad and the Purchaser is fully aware of and conversant with the contents thereof and is fully satisfied about the Builders having got no grievance.

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



1. The Builders hereby agree to erect and complete in respect with the amenities written Transport Godown on the piece and parcel of land described in the First Schedule hereunder written which Estate is hereinafter referred to as "Kothari Estate" Provided that it is hereby agreed that the said Flats (Transport Godowns) shall be erected by the Builders in accordance with the plans designs and specifications already approved by the Chitalsar Manpada, Grampanchayat as aforesaid with

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*[Signature]*

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of consuming the additional or increased F.B.I or L.D.R  
it any without any interference from the Flat  
(Transport Godown/Units) Purchaser/s.

IN WITNESS WHEREOF the parties hereto have subscribed  
their hands to this agreement the day and year first  
hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground situate  
lying and being at Village Chitalsar Manpada, Taluka and  
District Thane in the Registration Sub-District of Thane and  
bearing the following particulars:-

Gut Nos. 59/1 (pt), 59/21, 59/17, 59/28(pt), 59/29, 59/22 and  
59/24 Area 39531.92 Sq. mtrs. or 425505.87 sq.ft. known as  
Kothari Estate (27 Acres) on which the Godown is constructed  
of Brick walls and roof of A.C. (Asbestos) Sheets bearing No.  
B-2/4 admeasuring 2500 sq. ft. and 7 feet x 39 feet Room &  
w.c. bathroom having Assessment under Thane Municipal  
Corporation House No.184 (18) TMC-1203044 (3/12/302).

- Towards North : Godown No. B-2/3 Monotech Engineers  
back side godown.
- Towards South : 30'-0" Internal Roads & Kumar Panikar  
Godown
- Towards East : 30'-0" & Opp. C & C-1 Godown Line
- Towards West : B-2 all godown Line 184 (18).

PRATAPRAI N. KOTHARI DIRECTOR )  
 M/S.D. DAHYABHAI & CO.PVT.LTD., )  
 BUILDERS HEREIN. )

**D. DAHYABHAI & CO PVT. LTD.**  
*Prataprai N. Kothari*  
 Director

IN THE PRESENCE OF..... )  
 ..... )

SIGNED SEALED AND DELIVERED BY )  
 THE WITHINNAMED HEREIN )  
 MR. MANGAL TUKARAM PARABKAR )

*Mangal*

IN THE PRESENCE OF..... )  
 ..... )



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93/82

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it any without any interference from the Flat  
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 M/S.D. DAHYABHAI & CO.PVT.LTD., )  
 BUILDERS HEREIN. )

**D. DAHYABHAI & CO PVT. LTD.**  
*Prataprai N. Kothari*  
 Director

IN THE PRESENCE OF..... )  
 ..... )

SIGNED SEALED AND DELIVERED BY )  
 THE WITHINNAMED HEREIN )  
 MR. MANGAL TUKARAM PARABKAR )

*Mangal Tukaram Parabkar*

IN THE PRESENCE OF..... )  
 ..... )



दस्तावेज-1
रजिस्ट्रार कार्यालय 9283/2008
93/82

Phone : 60 73 28

**KOTHARI WAREHOUSE NO. 3 PREMISES CO-OPERATIVE SOCIETY LTD.**

Reg. No. T.N.A. (T.N.A.) G.N.L. (O) 305/1985-86  
S. V. ROAD, CHITALSAR, MANPADA, THANA-400 607.

**THIS IS TO CERTIFY that the person(s) named in this certificate is/are the Registered Holder(s) of the within-mentioned share(s) bearing the Distinctive Number(s) herein specified in the above Society subject to the Bye-Laws of the Society and the amount endorsed, hereon has been paid up on each share.**

S H A R E S	E A C H	O F	R u p e e s	5 0 / -
			R u p e e s	5 0 / -

Regd. Code No. \_\_\_\_\_ Certificate No. 130

Name(s) of Holder(s) M/S. D.DAHYABHAI & CO. PVT. LTD.

No. of Shares-Held 5 (FIVE ONLY)

Distinctive No.(s) 646 TO 650

GIVEN under the common seal of the Society <sup>13/3</sup> THIS DAY OF 19TH MARCH 2000.

*[Signature]*  
Chairman

*[Signature]*  
Secretary

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MEMORANDUM OF TRANSFERS OF SHARE(S) MENTIONED OVERLEAF

Date	Transfer No.	Register Code No. Old New	Names of Transferee(s)	Initials	Authorised Signatory
25.4.2007	84	153 286	MRS. HANGAL TUKARAM PARABKAR	HT	विठ्ठल वैजनाथ नं. २. श्रीमान् को-ऑप. सो. तदी लि. अवध-श्री. देस. पाटील प्रशासक मंडळ

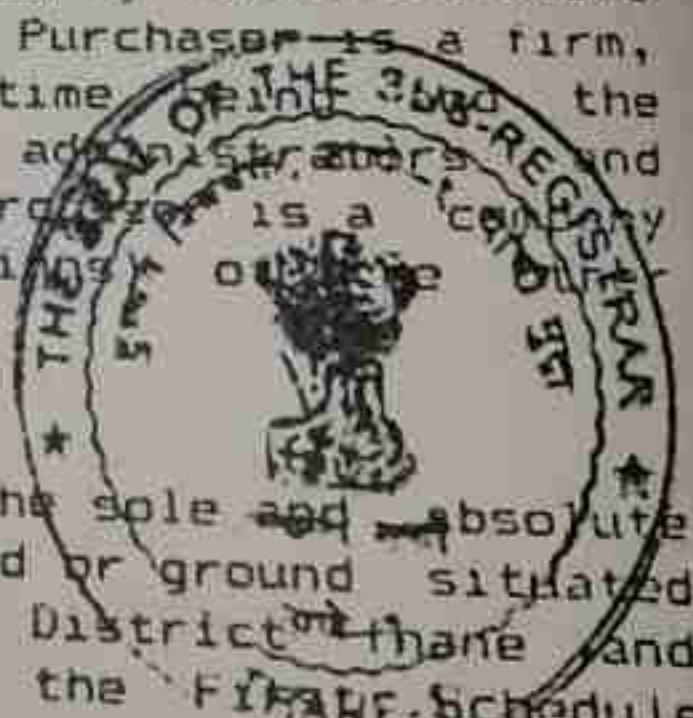
Committee Member

Secretary

Secretary

P.V.  
Mang

ARTICLES OF AGREEMENT made at Bombay  
 this ~~30~~ day of ~~December~~ <sup>2005</sup> ~~2006~~ BETWEEN M/S. D. DAHYABHAI &  
 CO. PVT. LTD., a Private Limited Company Incorporated  
 and Registered under the Companies Act, 1956 and having  
 its Registered office at 121/C, Mittal Tower, 12th  
 Floor, Nariman Point, Mumbai 400 021, hereinafter  
 called the "BUILDERS" (which expression shall unless  
 repugnant to the context of the meaning thereof mean  
 and include its successors and assigns) of the One Part  
 AND (1) MRS. MANGAL TUKARAM PARABKAR, aged 37, years,  
 doing Business, Indian Inhabitant, having its residence  
 at Srusti Tower, Flat No. 702, 7th Floor Shastri  
 Nagar, Beside Parsik Bank, Kalwa Circle (West),  
 Thane - 400 604, Maharashtra, hereinafter  
 referred to as the "PURCHASER" (which expression shall,  
 unless repugnant to the context or the meaning thereof  
 mean and include his heirs, executors, administrators  
 and permitted assigns or where the Purchaser is a firm,  
 its partner or partners for the time being the  
 irrespective heirs, executors, administrators and  
 permitted assigns and where the Purchaser is a company  
 its successors and permitted assigns) of the  
 Part;



WHEREAS the Builders are the sole and absolute  
 Owners of a piece of parcel of land or ground situated  
 at Chitalsar, Manpada, Taluka and District Thane and  
 more particularly described in the ~~FINANCE~~ Schedule  
 hereunder written free from all encumbrances.

P.V.  
Mang

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AGREEMENT FOR SALE

OF

FLOOR/GODOWN/WAREHOUSE NO. :- B-2(4)

OPEN GODOWN/PARKING SPACE NO. \_\_\_\_\_

NAME - MRS. MANGAL T. PARABHAI

D. DAHYABHAI & CO. PVT. LTD.

GAT NOS. 59/1(P.T.), 59/21, 59/17, 59/28(P.T.), 59/29  
59/22 and of Chitalisar, Manpada, Thane  
Taluka & District Thane, THANE.

For Thane Bharat Sahakar Bank Ltd.  
Authorized Signatory  
Kalyan Branch.

*(Signature)*

DEVELOPERS

D. DAHYABHAI & CO. PVT. LTD.

121/C, MITTAL TOWER, 12TH FLOOR, NARIMAN POINT,  
MUMBAI 400 021



Mrs. Mangal T. Parabhai

RS. EIGHTY seven  
Thane Bharat Sahakar Bank Ltd.  
Kalyan Branch,  
Jeevarshi Apartment, Jamanabaug  
Compound, Shivali Chowk,  
Agra Road, Kalyan (W), 421 301.  
D-5/ST/IV/C R. 1005/04-05/1504-07

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