Friday, September 23, 2005

4:18:05 PM

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Original
नोंदणी 39 म.
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पावती क्र. : 5416

गावाचे नाव चिंचवली

दिनांक 23/09/2005

दस्तऐवजाचा अनुक्रमांक वदर2 - 05407 - 2005

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:कुसुमाकर एम शेट्टी - -

नोंदणी फी	:-	29200.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (54)	:-	1080.00
एकूण	रु.	30280.00

आपणास हा दस्त अंदाजे 4:32PM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निंबधक
वसई-1 (झाला)
सह. दुय्यम निबंधक वसई-१,
मुंबई उपनगर जिल्हा.

बाजार मुल्य: 2633316 रु. मोबदला: 2919750रु.
भरलेले मुद्रांक शुल्क: 130000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: युको बँक ;
डीडी/धनाकर्ष क्रमांक: 823343; रक्कम: 29200 रू.; दिनांक: 10/09/2005

T.E.S.L OF THE SUB REGISTRAR BORIVALI NO. 1
दुय्यम निबंधक बोरिवली-१
सत्यमेव जयते
मुंबई उपनगर जिल्हा (वांद्रे)
MUMBAI SUBURBAN DIST. (BANDRA)

AGREEMENT

THIS AGREEMENT made and entered into at Mumbai this 19th day of SEPTEMBER 2005 **BETWEEN M/s. KARMARKAR ASSOCIATES,** a partnership firm registered under the provisions of Indian Partnership Act, 1932 having its principal place of business at Yashodham, Goregaon (East), Mumbai – 400 063, hereinafter referred to as the **" THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, the partners or partner thereof for the time being, the survivors or survivor of them, the heirs, executors, administrators and assigns) of the **ONE PART** AND

MR. KUSUMAKAR MANJAYYA SHETTY

MRS. SAROJINI KUSUMAKAR SHETTY

of Mumbai Indian Inhabitant, hereinafter referred to as the **"THE FLAT PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART** AND **M/s. GIRISH AND ASSOCIATES** a partnership firm registered under the provisions of Indian Partnership Act, 1932 having their registered office at Ground floor, Panchratna, opp. Panchvati Tower, Panch Marg, Off. Yari Road, Versova, Andheri (West), Mumbai – 400 061, hereinafter referred to as the **"CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm the survivor or survivors of them and the heirs, executors, administrators and assigns of the **THIRD PART.**

S.K. Shetty

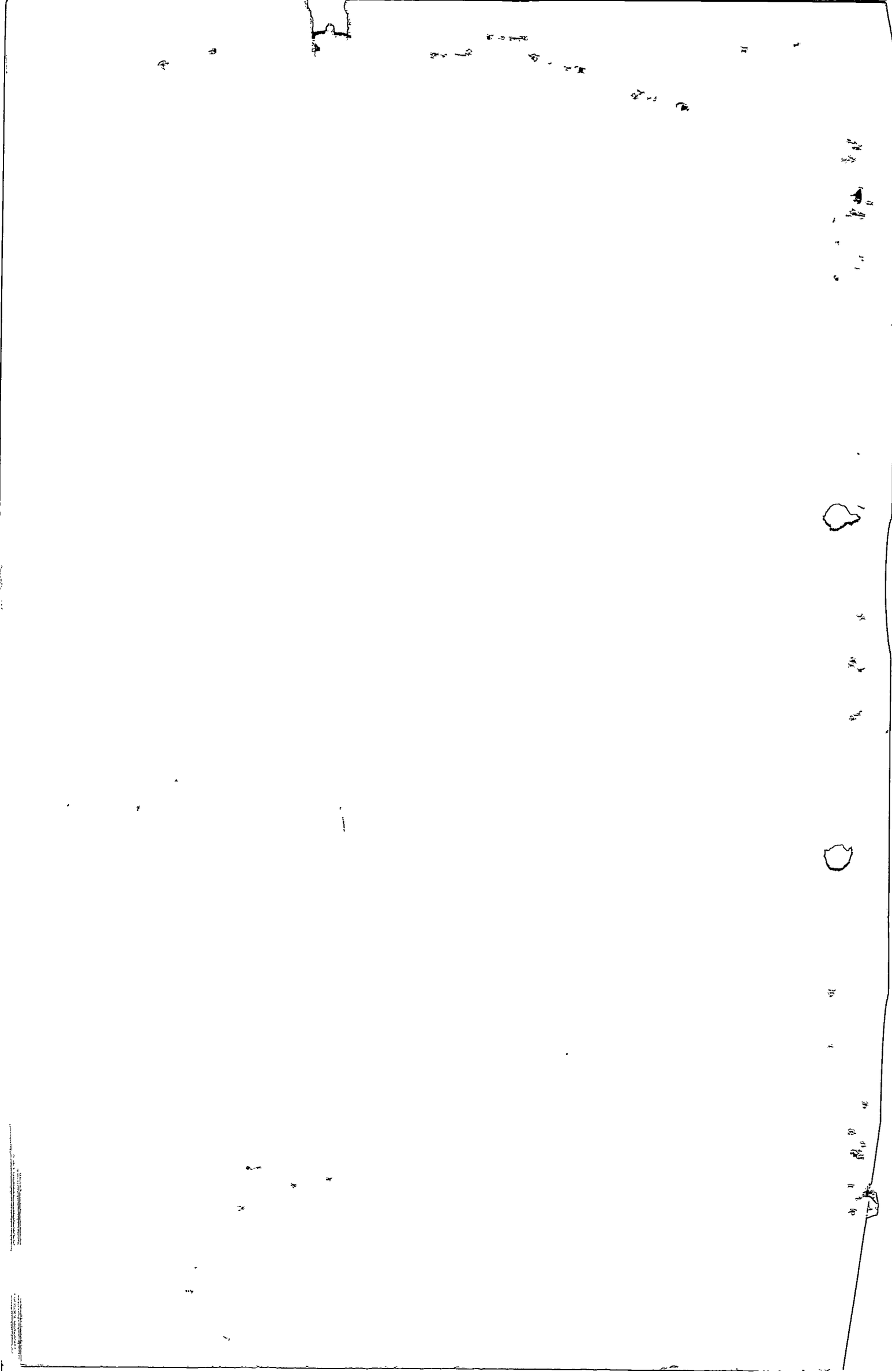
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I.C.I.C.I. Bank Ltd..Krystal Building, Water-Field Road,Bandra (west). Mumbai-400050. Saurabh Bhauwala Officer

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ICICI Bank Ltd

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WHEREAS:

a) Shri Raghunath Gopal Karmarkar (hereinafter called the Landholder) was seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of lands situate lying and being in the Registration District of Mumbai and Sub-Registration District of Bandra, Mumbai Suburban now in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, Taluka Borivali being Plot no. A on the North of Goregaon Mulund Link Road in the Village Dindoshi bearing S.No. 34, Hissa no. 2 (part) admeasuring 55430 sq. mtrs. i.e. 13 acres and 28 gunthas and in the village Chincholi bearing Survey No. 51, Hissa No. 1 (part) admeasuring 1504 sq. mtrs. i.e. 14 gunthas and 14 annas and being Plot B South of Goregaon Mulund Link Road in the village Dindoshi bearing Survey No. 20, Hissa No. 6 admeasuring 101 sq.mtrs. i.e. 1 gunthas, Survey no. 22, Hissa No. 2 admeasuring 7535 sq.mtrs. i.e. 1 acre 34 gunthas and 8 annas. Survey No. 31, Hissa No. 2, admeasuring 6625 sq.mtrs. i.e. 1 acre 25 gunthas and 8 annas, Survey No. 31, Hissa no. 3, admeasuring 11480 sq.mtrs. i.e. 2 acres 33 gunthas and 8 annas. Survey No. 34, Hissa No. 2 (part), admeasuring 55335 sq.mtrs. i.e. 13 acres 27 gunthas and 1 anna and in the Village Chincholi bearing S.No. 51, Hissa No. 1 (part) admeasuring 49569 sq.mtrs. i.e. 12 acres 10 Gunthas and 1 anna all aggregating to 46 Acres 14 Gunthas and 8 annas and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the said lands);

b) The Landholder alongwith Bharat Raghunath Karmarkar, Alka Bharat Karmarkar, Vasudha Ajit Sardar, Prabhakar Gangadhar Joshi and Prabhakar Vasudeo Gadgil formed a partnership in the firm name and style of M/s. Karmarkar Associates, the Promoters herein, to carry on the business of development of the said entire lands upon the terms and conditions contained in the Deed of Partnership dated 26th December, 1979;

c) By an Order No. C/ULC/SEC-21/SR-III-162 dated 15th May, 1980 (hereinafter referred to as the said order) the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the said Act) granted under Section 21 of the said Act permission to the Landholder to develop the said land through the Promoters herein upon the terms and conditions therein contained;

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d) The said Alka Bharat Karmarkar and Prabhakar Gangadhar Joshi retired from the said firm of M/s. Karmarkar Associates with effect from 30th June, 1981 and the continuing partners continued to carry on the business of the development of the said entire lands in the name of the Promoters upon the terms and conditions recorded in the Partnership Agreement dated 20th November, 1981;

e) The Promoters started development of a portion of the said lands which portion is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said property**") and the Promoters constructed two buildings being Building No. K1 and K2 on the portion of the said lands which portion is more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said portion**") and allotted and handed over the flats to the acquirers of flats in the said Building No. K1 apart from other building constructed on the said land/or part thereof by some developers;

f) The said Mr. Prabhakar Vasudev Gadgil retired from the said firm of M/s. Karmarkar Associates with effect from 31st July, 1995 and M/s. Amal Realtors Private Limited joined the said firm of M/s. Karmarkar Associates with effect from 1st August, 1995 and the continuing partners, alongwith incoming partner continued to carry on the business of development upon the terms and conditions recorded in the partnership deed dated 31st July, 1995;

g) At that time there were no Development Control Regulations whereby the Promoters could use FSI credit by way of TDR, but thereafter the same was permitted and therefore the Promoters decided to use FSI Credit by way of TDR which may be purchased by the Promoters on the said property and reconstruct the entire building No. K1 as the said building No. K1 may not be in a position to bear the load of such construction;

h) The Promoters have therefore, approached the flatholders of building no. K1 and arrived at agreements with them whereby the flatholders in the said Building No. K1 gave their consent to demolish the said building no. K1 and to reconstruct new building as per the plans which may be sanctioned by the Municipal Corporation of Brihan Mumbai and other authorities. Under the said agreements with the flatholders in the said existing building no. K1 the Promoters are required to give

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SUB REGISTRAR ROAD VAKOLA NO. 1 सत्यमेव जयते MUMBAI SUBURB .N Dist. (BANDRA)

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free of cost in lieu of their respective flats area in the proposed new building;

i) All the aforesaid orders and agreements are valid and subsisting;

j) The Promoters got the plans sanctioned for constructing the proposed building on the said property from the Municipal Corporation of Brihan Mumbai (BMC) vide No. E.B/CE/6846/BP(WS)/AP dated 2nd October, 1995 utilising FSI of **624.74** sq.mtrs. of the said existing structure and **5062** sq.mtrs. of FSI by way of TDR acquired by the Promoters and the BMC has granted commencement certificate on 5th August, 1996 and accordingly the Promoters have commenced construction of the said Building No. K1. The Building will consist of **3** basements, stilt and **28** floors;

k) The Promoters have entered into a prescribed Agreement by Council of Architects with the Architect, SHRI ASHOK MODI of ARCHITECTURAL CONSULTANTS registered with the Council of Architects and also appointed Y.S. Sane & Associates as Structural Designers for preparing structural designs and drawings and specifications of the building and the Flat Purchaser/s accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the building unless otherwise changed;

l) By an Agreement dated 22nd November, 1997 made between The Promoters and the Confirming Party, The Promoters entrusted the development rights in respect of the said property described in the Second Schedule thereunder and hereunder written for the consideration and in the manner mentioned in the said Agreement dated 22nd November, 1997 (hereinafter referred to as the said agreement);

m) Pursuant to the said Agreement the Promoters are entitled to sell, transfer and dispose of several flats as more particularly set out in **Annexure – III** hereto;

n) As a result of the aforesaid Confirming Party is required to construct new building at its own costs and expenses be known as Building No. K1 on the said portion and the Promoters are entitled to sell **several** flats, garages, car parking spaces, terraces, walls, hoarding spaces, etc. (all of which hereinafter for brevity's sake referred to as "**Flat**" and reference to the Flat Purchaser/s in this Agreement means Purchasers of such flat in said Building No. K1);

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o) The Flat Purchaser/s has demanded from the Promoters and the Promoters have given inspection to the Flat Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoter's Architect Shri Ashok Modi of Architectural Consultants 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 "MOFA") and the Rules made thereunder.

p) A copy of the Certificate of Title issued by the Attorney-at-law or advocates **RMG LAW ASSOCIATES**, 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 Promoters of the said property 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/s approved by the concerned local authority have been annexed hereto and marked **Annexure 'A', 'B' and II** respectively;

q) While sanctioning the said plans for the said new building the concerned local authorities and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Confirming Party while developing the said building and upon due observance and performance of which only the occupation and the completion certificate in respect of the said building shall be granted by the concerned local authority;

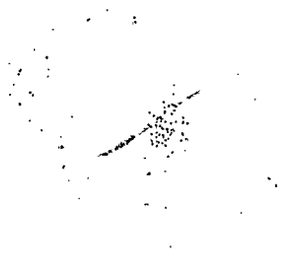
r) The Flat Purchaser/s has applied to the Promoter for allotment of Flat/~~Garage/ Basement/ open Car Parking Space/ Terrace/ Covered Car Parking/ Wall/ Hoarding~~ Space No. 152 on the 15th floor in new Building No. K1 to be constructed on the said portion of the said land more particularly described in the **Second Schedule** hereunder written (hereinafter for the sake of convenience referred to as the "**said flat**");

s) The Flat Purchaser/s has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc. recited and referred to above.

t) Relying upon the said applications, declaration and agreement contained in this

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Agreement the Promoters agree to sell to the Flat Purchaser/s the said flat at the price and on the terms and conditions hereinafter appearing.

NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The recitals contained above form integral part of this Agreement as if the same were out and incorporated herein.

2. Pursuant to the said Agreement dated 22nd November, 1997 the Confirming Party has started constructing the said new building No. K1 to be known as **DHAWALGIRI** on the said portion of the property described in the Second Schedule hereunder written and shown hushed with green colour on the plan **Annexed I** hereto and that in pursuance of the said Agreement and in pursuance of what is stated herein the Promoters have become entitled to sell, transfer and dispose of the flats more particularly set out in the said **Annexure III**.

3. The Flat Purchaser/s hereby agrees to purchase from the Promoters and the Promoters out of the flats more particularly set out in the said **Annexure III** hereby agree to sell to the Flat Purchaser/s in the said building Flat No. 152 admeasuring 880 CARPET 1305 sq.ft. **Built-up Area** which is equivelant to — sq.ft. **Super Built-up Area** with terrace admeasuring NIL sq. ft. on 15th floor and Open / Basement Car Parking Space No. NIL in the Building No. K1 to be constructed on the said portion of the said land as shown in the floor plan hereto annexed and marked **Annexure II** with amenities as described in Schedule **Annexure IV** hereto of the **carpet area** admeasuring — sq. ft. (which is inclusive of the area of balconies, if any) (hereinafter for brevity's' sake and collectively referred to as the "said flat") for the aggregate price of Rs. 2919750/- (Rupees TWENTY NINE THOUSAND LACS NINETEEN THOUSAND SEVEN HUNDRED FIFTY ONLY. only) including the price of the "common area and facilities" appurtenant to the said flat, the nature, extent and description of the "limited common area and facilities" which are more particularly described in the Third Schedule hereunder written. The Flat Purchaser/s has paid a sum of Rs. 400,000/- (Rupees FOUR LAC ONLY.

S.K. Shukla

S.K. Shukla

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_____only) as earnest or deposit money on or before the execution of these presence. The Flat Purchaser/s hereby agrees to pay to the Promoters balance amount in the following manner :-

1.	Rs.	NIL	On Plinth Completion.
2.	Rs.	NIL	Divided into 10 equal installments upto completion of R.C.C. work.
3.	Rs.	NIL	On completion of Brick work and Plaster upto 10th Floor.
4.	Rs.	NIL	On completion of Brick work and Plaster upto Top Floor.
5.	Rs.	NIL	On completion of flooring upto 10th Floor.
6.	Rs.	NIL	On completion of Flooring upto Top Floor.
7.	Rs.	2519750/-	On Occupation or immediately after offering Possession.

4. The Promoters do hereby declare that the typical floor plan and/or drawing of the said flat is as per the plan hereto annexed and marked as **Annexure II** and the said flat is shown surrounded by red colour on the said plan.

5. The Promoters do hereby agree that the Promoters will provide to the said flat the specifications and amenities as per list of specifications and amenities hereto annexed and marked as Annexure IV without charging any additional and/or further consideration of whatsoever nature for the same.

6. The Flat Purchaser/s do hereby agree that the Flat Purchaser/s shall make the payment of the installments of the purchase price as mentioned above without committing any delay or default. It is agreed by the Flat Purchaser/s that

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if the Flat Purchaser/s commit any delay or default in making payment of any of the installments on due date to the Promoters under this Agreement (including his/her/ their proportionate share of taxes levies etc. to the concerned local authorities and other outgoings) (time being the essence of the contract) and also if the Flat Purchaser/s commit any breach of any of the terms and conditions herein contained, in that case the Promoters shall be entitled to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given the Flat Purchaser/ s fifteen days prior notice in writing of their intent ion to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice; and Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Flat Purchaser/s the installments of sale price of the said flat which may till that have been made by the Flat Purchaser/s to the Promoters but the Promoters shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and on refund of the aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said flat to such person and at such price as the Promoters may in their absolute discertion think fit and proper. On termination of this Agreement, the Flat Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Flat.

7. The Flat Purchaser/s have prior to the execution of these presents satisfied himself / herself / themselves about the title of the said Property. The Flat Purchaser/s shall not entitled to investigate the title of the said Property and no further requisition or objection would be raised by the Flat Purchaser/s in any manner relating thereto. A copy of the title certificate dated 4th December 2001 issued by **RMG LAW ASSOCIATES** Advocates & Solicitors in respect of the property described in the Second Schedule hereunder written is hereto annexed and marked as **Annexure A.**

8. The Flat Purchaser/s do hereby accept the said certificate of title as conclusive and final and will not raise any objection and/or query in respect thereof.

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9. The Flat Purchaser/s is aware that the Promoters would be selling, transferring and disposing of the said flats as above to the Flat Purchaser/s in the pursuance of the said Agreement dated 22nd November, 1997 and that the Flat Purchaser/s is fully aware of the said Agreement and agrees not to raise any objection and/or query in respect thereof.

10. The Flat Purchaser/s admits having taken inspection of all the documents required to be given by the Promoters under the provisions of the Maharashtra Ownership Flats Act and the Rules, framed thereunder from time to time. The Flat Purchaser/s do hereby grant and/or confer upon Promoters the irrevocable right and/or authority for the purpose set out hereinbelow:

(a) The Promoters shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-division plan and also the specifications in respect thereof.

(b) The Promoters together with the confirming party shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional F.S.I. to construct and/or additional floors as the Promoters may think fit and proper. The Promoter shall also be entitled to as per the said Agreement dated 22nd November 1997, sell, transfer and dispose of car parking spaces under stilt, cover garages, and also open car parking spaces in the compound of the said building to any of the Flat Purchaser/s thereof for such consideration and upon such terms and conditions as the Promoter may like without having any reference to the Flat Purchaser/s.

(c) The Flat Purchaser/s shall not raise any objection on any ground as to the Promoters right reserved hereunder.

(d) The Promoters together with the Confirming Party shall be entitled after consuming such balance and/or additional F.S.I. including the F.S.I. that might be obtained by the Promoters under the TDR by constructing tenements to sell such tenements for such permissible user as the Promoters may think fit and proper to such person or persons for such consideration as the Promoters may in their absolute

THE SEAL OF THE SUB REGISTRAR OF BORIVALI NO. 1 MUMBAI SUBURBAN DIST.

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discretion deem fit and proper.

(e) The Flat Purchaser/s shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, open areas including the garden area and that the right of the Flat Purchaser/s is confined only to the said Flat hereby agreed to be allotted, sold and transferred.

(f) Irrespective of the possession of the said Flat being given to the Flat Purchaser/s and or the management being given to ad-hoc committee or the Flat Purchaser/s, the rights under this clause and/or under this Agreement reserved for the Promoters/ The Confirming Party for exploiting the potentialities of the property described in the schedules hereunder written shall be subsisting and shall continue to vest in the Promoters/ The Confirming Party till the Final Deed of Conveyance by reserving such rights in the said property in favour of the Promoter / The Confirming Party as may be outstanding at the time of execution of the Final Deed of Conveyance.

11. The Flat Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Flat Purchaser/s to the Promoters/The Confirming Party to enable the Promoters / The Confirming Party to make any additions and alterations and/or to raise additional floor or floors or structures in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the Brihan Mumbai Mahanagar Palika and the Flat Purchaser/s hereby further agree/s that after the proposed Society / Limited Company is registered the Flat Purchaser/s as a member or share holder of such society shall accord his/her/ their consent through such society giving to the Promoters/ The Confirming Party full facility, assistance and co-operation to enable the Promoters/ The Confirming Party to change the users, to make the said additional floors which may be constructed by the Promoters/ The Confirming Party and also for the aforesaid purpose to shift the water tanks on the upper floor or floors which so constructed. The Flat Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in price of the said flat agreed to be acquired by him/her/them or compensation or damage on the ground of Inconvenience or any other ground including loss of air, light or otherwise in respect of the said flat or any portion of the said property till the promoters confirm in writing that the said project is completed in all respect.

S. K. Shah

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12. The Confirming Party hereby agrees to observe perform and comply with all the terms and 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 thereafter and shall before handing over possession of the said flat to the Flat Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said flat.

13. The said building is expected to be completed and possession of the said flat is expected to be delivered on or about READY FOR POSSESSION. unless prevented by or due to any Act of God or Act of State or force majors or labour troubles or any litigation or any objection of the Municipal or other authorities or for any reason or circumstances wheresoever beyond the control of the Promoters and in such event the time for completion of the Building and delivery of the possession of the said flat shall be automatically extended for such further time as the Promoters may determines. Under any circumstances the Flat Purchaser/s shall not be entitled to claim any damage whatsoever on account of delay in giving possession of the said Flat.

14. The Flat Purchaser/s agree/s to sign and deliver to the Promoters before taking possession of the said flat and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter transfer forms and other papers, necessary and expedient for formation and registration of the Society / Limited Company as mentioned hereinafter.

15. The Promoters alongwith The Confirming Party will form and register a society / limited company of all the flat purchaser/s in the said Building Dhawalgiri and that the Flat Purchaser/s shall become a member of the said society / limited company.

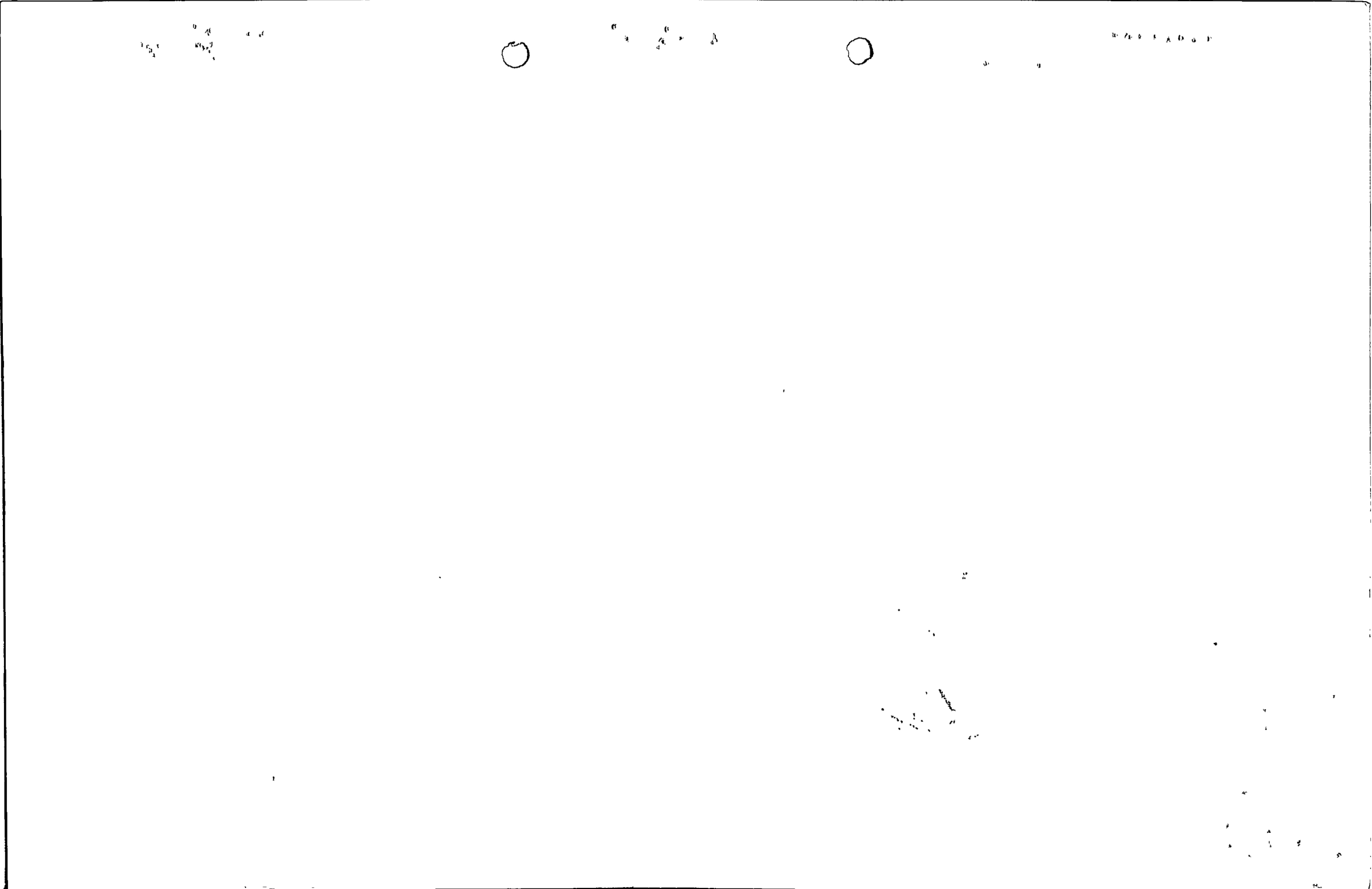
16. The Flat Purchaser/s agree that the Flat Purchaser/s shall from time to time sign and execute all such applications, documents and writings as may be required and/ or demanded by the Promoters.

17. Until the said property is transferred by the Promoters / The Confirming Party to the Society / Limited Company by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Promoters/ The

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SUB REGISTRAR BORIVALI NO. 1 सह दुय्यम निबंधक बोरिवली सत्यमेव जयते उपनगर जिल्हा (बांद्रा) MUMBAI SUBURBAN DIST. (BANDRA)

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Confirming Party to the society / limited company, and intimation of the same is received by the Flat Purchaser/s from the Promoters / The Confirming Party, the Flat Purchaser/s shall be bound and liable to pay to the Promoters/ The Confirming Party regularly and punctually all contribution and other amounts to be paid by the Flat Purchaser/s. The Flat Purchaser/s shall not withhold any such payment to the Promoters. However, if the Promoters in their absolute discretion so desire they shall be entitled to entrust the Management of the said property to the said Society / Limited Company or to the ad-hoc committee for looking after disbursement of contribution from the Flat Purchaser/s of flat in the same Building towards payment of outgoings and expenses referred to herein, then in such event the Promoters shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequence arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities in that behalf shall be of the said Society / Limited Company of the adhoc committee of the Flat Purchaser/s as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said property / building and to pay the outgoings to the authorities concerned and the same shall not affect the rights of the Promoters provided under this Agreement, nor such act on the part of the Promoters shall be deemed to be a waiver of the rights of the Promoters under this Agreement.

18. On possession of the said flat being taken by the Flat Purchaser/s, the Flat Purchaser/s shall not be entitled to make and shall not make any claim, objection, contentions or proceedings against the Promoters regarding the said building or the said flat or anything connected therewith including defects or quality of construction, materials etc.

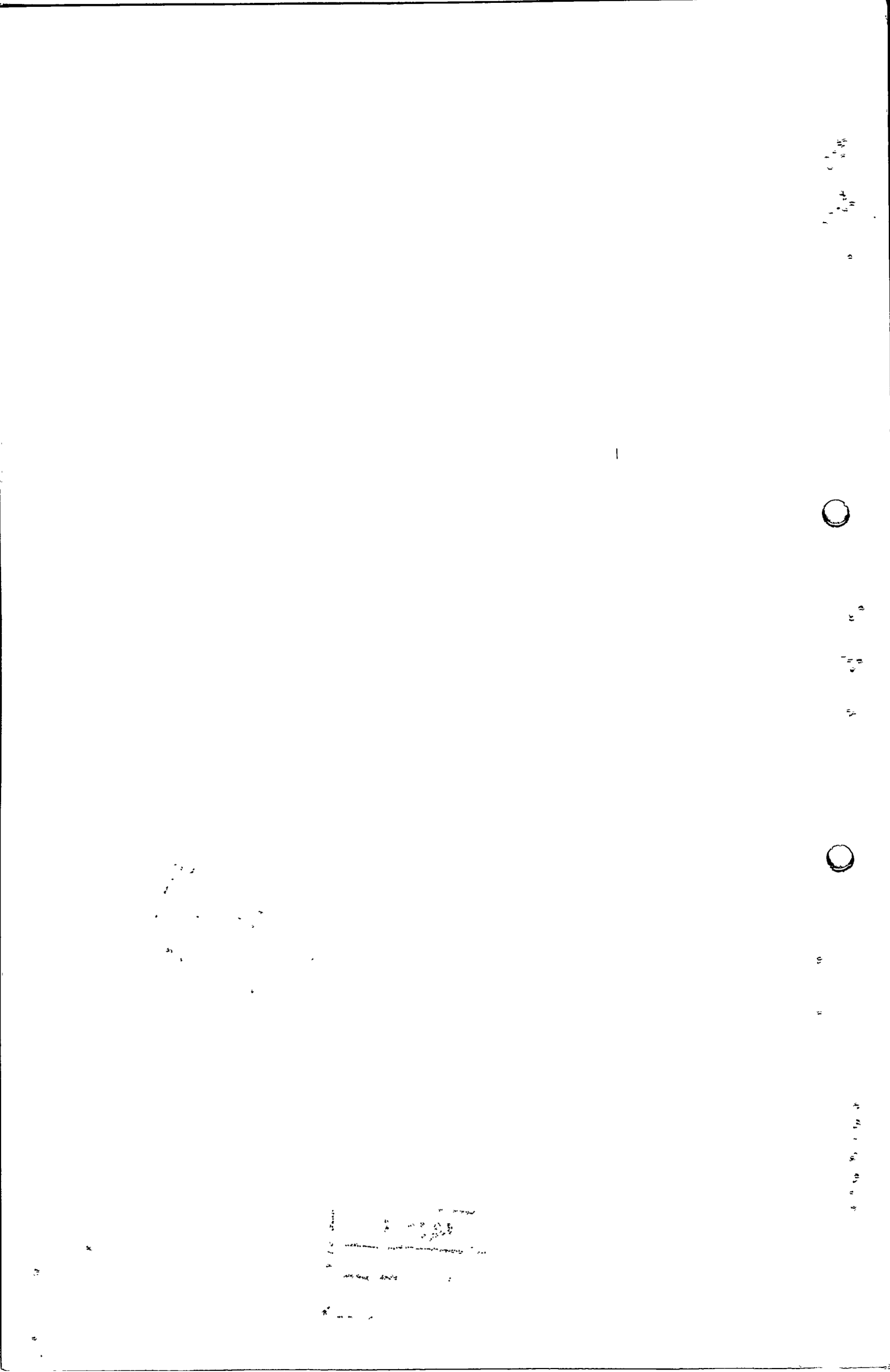
19. The Flat Purchaser/s agree/s that the Flat Purchaser/s shall be entitled to use and occupy the said flat only for the use for which the same is permitted to be used by the Brihan Mumbai Mahanagar Palika.

20. Nothing contained in these presents shall be construed to confer upon the Flat Purchaser/s any right, title or interest of any kind whatsoever into or over the said property or the Building or any part thereof. Such conferment shall take place only

OFFICE OF THE SUB REGISTRAR BORIVALI NO. 1
सत्यमेव जयते
उपनगर जिल्हा (वांद्रे)
MUMBAI SUBURBAN, DIST. (BANDRA)

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upon the execution of Conveyance in favour of a Society / Limited Company to be formed by the flat purchaser/s of different flats in the said building as hereinafter stated.

21. The Promoters hereby agree that subject to what is mentioned in the certificate of title issued by M/s. RMG LAW ASSOCIATES, as mentioned hereinabove, they shall before handing over possession of the said flat, to the Flat Purchaser/s and in any event before execution of a Conveyance of the said property in favour of society / limited company to be formed by the Purchaser/s of flats/shops/garages etc. in the said building to be constructed on the said property (hereinafter referred to as the "Society/Limited Company"). make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any, including, any right, title, interest or claims or any part in or over the said property, shall as far as practicable ensure that the said property are free from all encumbrances, that the original Owners/ Promoters/ The Confirming Party have absolutely clear and marketable title to the said property so as to enable them to convey the same to the said society/ limited company.

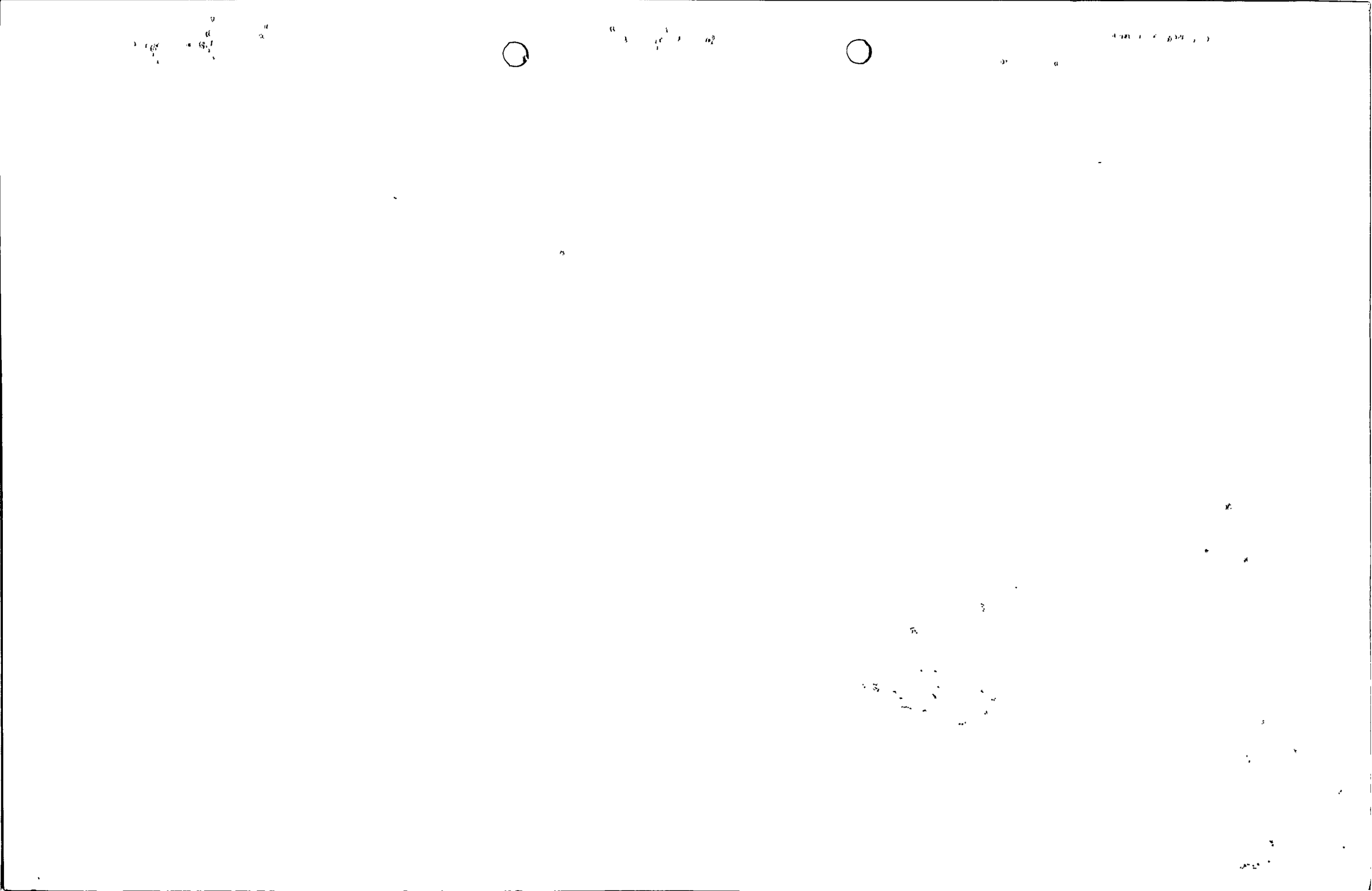
22. The Promoters agree that the possession of the said flat shall be delivered to the flat purchaser/s after the completion of the building and issue of occupation certificate by the authorities concerned. If the Promoters fail and/or find it difficult to give possession of the said flat to the Flat Purchaser/s on account of reasons beyond their control and of their agents as per the provisions of section (8) of Maharashtra Ownership Flats Act, by the aforesaid date or dates prescribed in section (8) of the said act, then the Promoters shall be liable on demand to refund to Flat Purchaser/ s the amounts already received by them in respect of the said flat without interest.

23. The conveyance of the said property shall be executed and the Flat Purchaser/s shall be made member of the society/Limited Company provided all the amounts payable by the Flat Purchaser/s under these presents are fully paid to the Promoters, the Promoters shall not be responsible if they are unable to execute conveyance in respect of the said property as aforesaid or if the completion certificate not being received from the Brihan Mumbai Mahanagar Palika, by reason of war, civil commotion, act of God, non availability of building material as result of any notice rule or notification of the Government and/or any other public authority and/or any

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other cause beyond the control of the Promoters. It is expressly agreed by the Flat Purchaser/s that under no circumstances, the Flat Purchaser/s shall be entitled to claim any damages of whatsoever nature on account of delay or default in giving conveyance of the said property. The Flat Purchaser/s agree/s that the Promoters as per terms of the said agreement dated 22nd November, 1997 shall be entitled to explore the possibility of having any further and/or additional F.S.I. including the F.S.I. under the Transferable Developments Rights Scheme (T.D.R.) or any other scheme and/or develop the same in the development of the said property described in the Schedules hereunder written and that the Flat Purchaser/s will not raise any objection of whatsoever nature in respect thereof.

24. The Promoters shall cause the said property conveyed to the society/limited company of the Flat Purchaser/s of the various flats to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company or an Association as the case may be and required the Flat Purchaser/s to form a society / limited company only on the completion of the said project and before such time the Flat Purchaser/s shall not be entitled to call upon the Promoters to form a Society / limited company and/or to transfer the said Property.

25. Upon all the flat purchaser/s co-operating and executing necessary papers, the Flat Purchaser/s herein will co-operate with the Promoters to form a society or a limited company or an Association and submit the property to the provisions of the Maharashtra Apartment Ownership Act, 1960, or to any other Corporate as the Promoters may think fit and proper (such body is herein referred to as "the society/ limited company").

26. The flat purchaser/s shall within seven (7) days of the Promoters calling upon to do and execute all acts, deeds, documents and papers for or in connection with the formation and registration of the society/limited company and also do hereby irrevocably accord his/her/their consent to the Promoters for making additions and alterations in the application and all annexures or accompaniments for or in connection with the formation and registration of the society/limited company, bye-laws or constitution or rules whereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Flat Purchaser/s as may be required by the authorities concerned or as may be desired

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by the Promoters to protect the rights and interests of the Promoters and the Flat Purchaser/s agrees to be bound by the said additions and alteration and hereby covenants and undertakes not to take any objections or actions in the matter or to do anything whereby the rights, and interest of the Promoters may be affected, prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that responsibility for the formation and registration of the said society/ limited company, shall be of the Flat Purchaser/s and other Flat Purchaser/s and not of the Promoters notwithstanding anything done by the Promoters in that behalf, the Flat Purchaser/s further agree/s to pay admission fees and share subscription amounts for becoming the member of the said society/limited company.

27. The Flat Purchaser/s of all such flats shall be admitted by the Society / limited company as members of the Society or as Shareholders of the Company or the Companies or as member of any other association that may be formed with the same rights and the same benefits and subject to the same obligations as those of the Flat Purchaser/s and other members of such society / limited company, or association as the case may be without any reservations or conditions. No transfer fees premium or any other amount save and except nominal entrance fees, share money and other moneys paid by the Flat Purchaser/s at the time of formation, shall be charged from the Flat Purchaser/s.

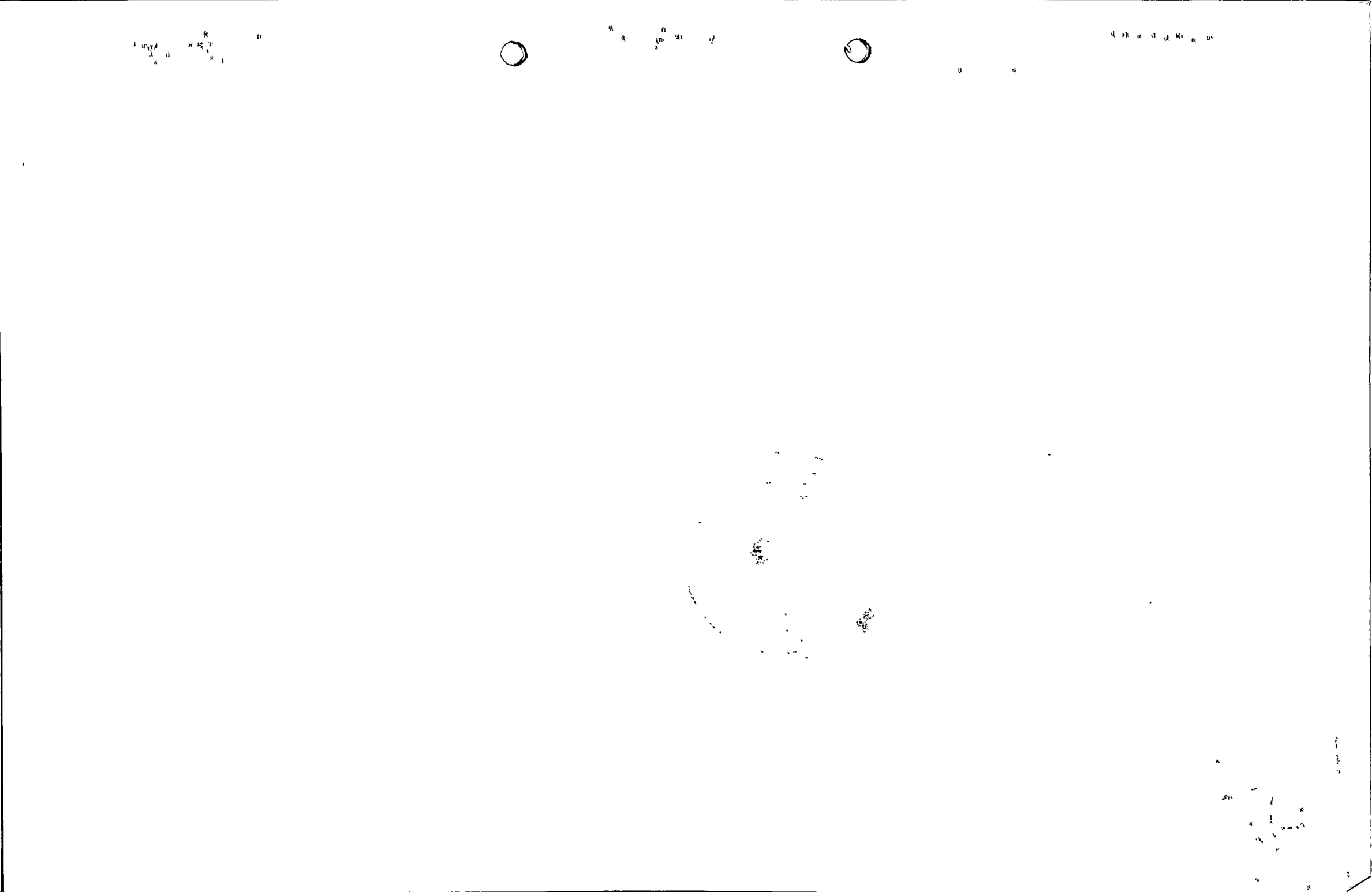
28. The Flat Purchaser/s shall also pay his/her/their proportionate share in respect of the payment made and/or required to be made by way of betterment charges contribution, municipal taxes, property taxes, rates, cess, charges and/or other amounts in respect of the said property without raising any objections.

29. Upon the possession of the said flat being delivered to the Flat Purchaser/s he/ she/they shall be entitled to use and occupy the said flat and he/she/they shall have no claim against the Promoters in respect of any item of work in the said flat which may be alleged not to have been carried out or completed.

30. The Flat Purchaser/s shall take possession of the said flat within 7 days from the Promoters giving written notice to the Flat purchaser/s intimating that the said flat is ready for use and occupation.

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31. Commencing a week after notice in writing is given by the Promoters to the Flat Purchaser/s that the flat is ready for use and occupation, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of the outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and Salaries of clerks, Bill Collecters, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building until the Society/Limited Company is formed and the said property, building transferred to it. The Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Flat Purchaser/s further agrees that till the flat purchaser/s share is so determined the Flat Purchaser/s shall pay to the Promoters provisional monthly contribution towards the outgoings. The amount so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the society or a limited company as aforesaid.

32. The Flat Purchaser/s shall on or before delivery of Possession of the said flat pay to the Promoters the following amounts.

1. Rs. 41220/- Provisional Amount for 18 months for outgoings.
2. Rs. 34350/- Non Refundable Amount
3. Rs. 28625/- Municipal Property Taxes & N.A. Assessment.
4. Rs. 16030/- for deposit of electric meter cable, water meter, sub-station, etc.
5. Rs. 5000/- Towards Repair Fund.
6. Rs. 250/- For Share Money Application.
7. Rs. 10/- For Entrance Fee in the case of individual & Rs. 20 in the case of Joint Ownership for Society or Limited Company

8. Rs. 15000/- For Providing Generator.

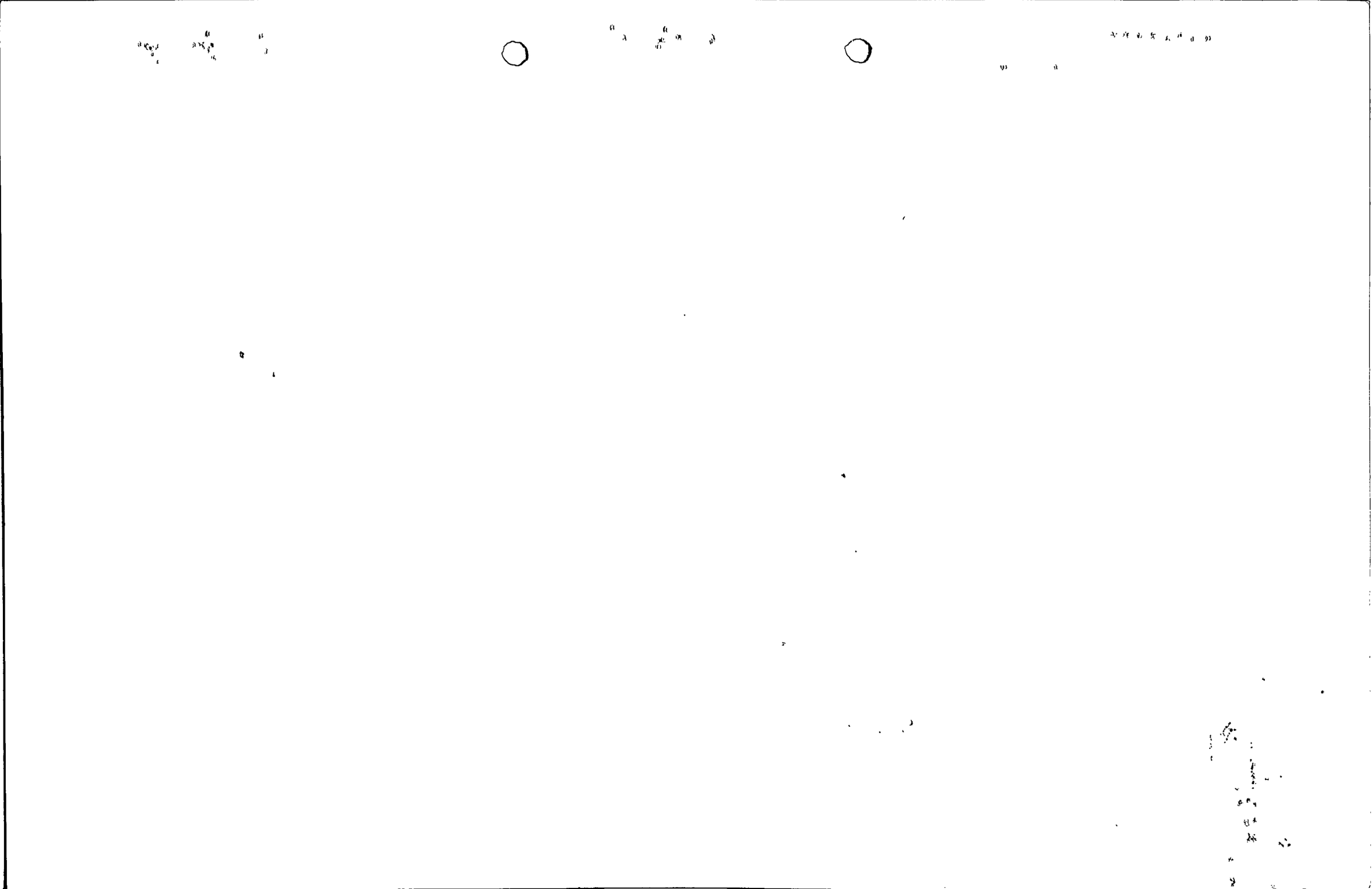
Rs. 140485/- Total.

33. The Promoters shall utilise the sum paid by the Flat Purchaser/s to the Promoters towards meeting legal cost, charges, and expenses, including professional costs of the Advocates of the Promoters in connection with the formation of the said society/ limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. However, if there is any shortfall the

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same shall be made good by the Flat Purchaser/s.

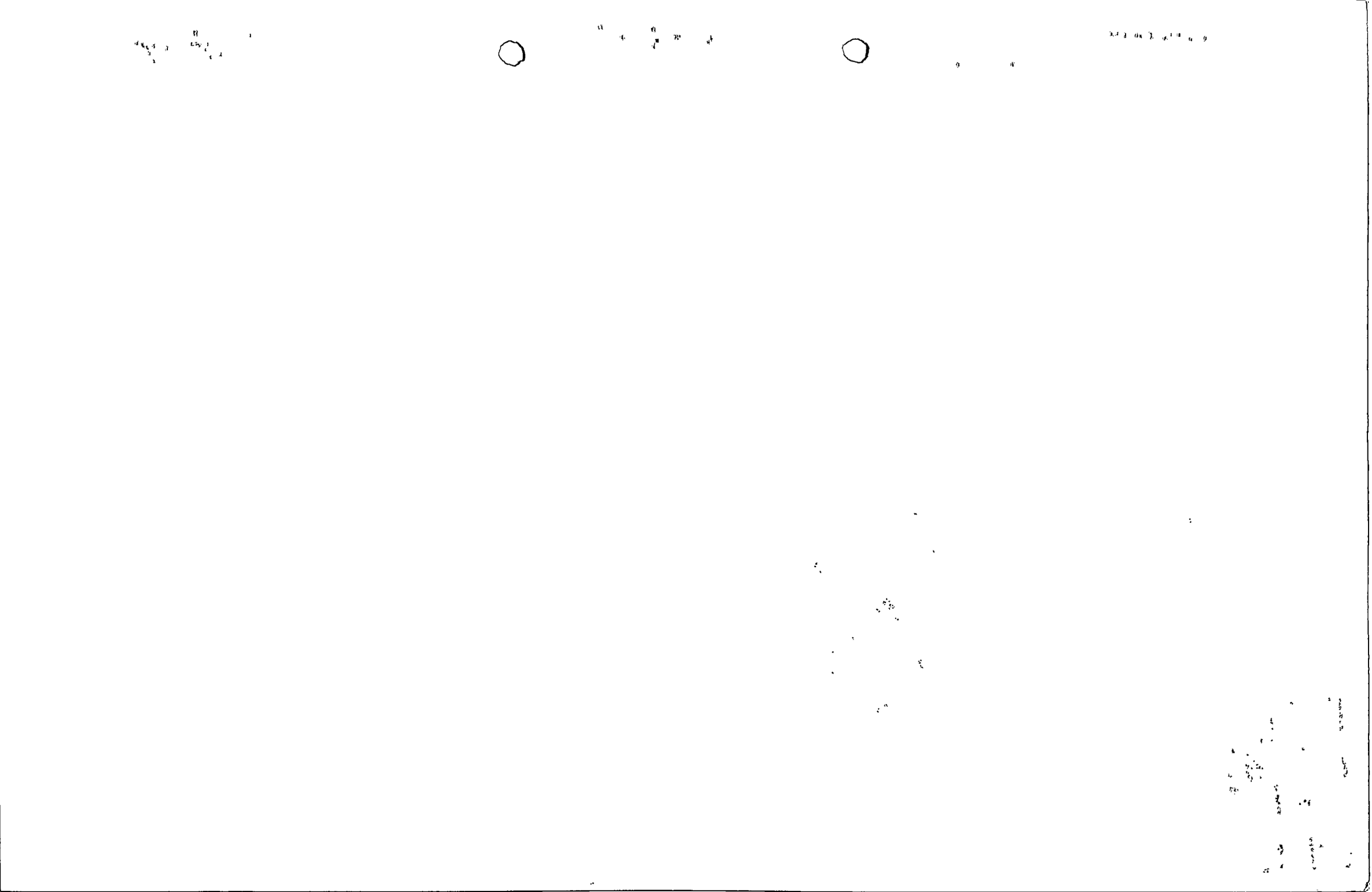
34. The Flat Purchaser/s shall maintain at his/her/their own costs the flat/shop/garage/ car parking space agreed to be acquired by him/her/them in the same good tenantable condition, state and order in which it is delivered to him/her/them and shall not do and cause to be done anything in or the said building, staircase and common passage, which may be against the rules and shall abide by all the bye-laws, rules and regulations of the Government, Brihan Mumbai Mahanagar Palika, B.S.E.S. Ltd., and all other authorities and local bodies and shall attend, answer and be reasonable for compliance with the same.

35. The Flat Purchaser/s shall use the flat or any part thereof or permit the same to be used only for purpose thereof or permit the same to be used only for purpose of residence/office/showroom/shop as may be permitted by the Brihan Mumbai Mahanagar Palika/Any Statutory Authority and/or the said Society/limited company. He/she/they shall use the garage or parking space allotted to him/her/them only for purpose of keeping or parking the flat purchaser/s own vehicle.

36. The Flat Purchaser/s shall not let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any encumber, or deal with or dispose off or part with his/her/their interest, possession or the benefit of this Agreement in the said flat or assign, under let or part with his/her/their interest under or the benefit of this Agreement or any part thereof until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid up and only if the Flat Purchaser/s is not guilty of breach of non/observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s obtain prior written consent form the Promoters and/ or Society/limited company. In the event of any such permitted transfer or assignment the Flat Purchaser/s shall pay to the Promoters and/or the said Society/limited company a transfer fee and/or damages, if any, before the Promoters, Society / limited company grant any such permission. Even after the formation of the Society/ limited company and transfer of the property to the Society/limited company the bye-laws of the Society/limited company shall provide that no member shall transfer, let out or encumber his/her/their flat/shop/garage/car parking space or give it on leave and licence basis or part with the possession of the same without the previous consent in writing of the Society/limited company.

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37. The Flat Purchaser/s shall observe and perform all the bye-laws and/or rules and regulations with the proposed Society / limited company on registration may adopt and the additions and alterations as amended thereof for protection and maintenance of the said building and the flats therein and for the observance and carrying out the building's rules and regulations and the bye-laws for the time being of the Brihan Mumbai Mahanagar Palika and other local authorities and Government or other public body.

38. The Flat Purchaser/s agree/s and bind himself/herself/themselves to pay his/her /their proportionate share as may be determined by the Promoters of all outgoings in respect of the said property and the said building, including all Government rates, taxes and charges and Collector/s Bills, Electricity and Water Deposits, insurance, common lights, watchman and sweeper's wages, sanitation, additions and alterations, oil painting, colour washing, repairs etc. and all other outgoings and expenses of and incidental to the management and maintenance of the said property and the said building. The Flat Purchaser/s shall indemnify and keep indemnified the Promoters against the payment of all taxes and other payment and expenses. If on account of failure on part of Flat Purchaser/s and/or Purchasers of any other flat, to pay such proportionate share and if the said authorities concerned take any action for the recovery of the same, the Promoters shall not be liable or responsible for any loss or damage which may be suffered by the Flat Purchaser/s and/or Society / limited company on account of the said action.

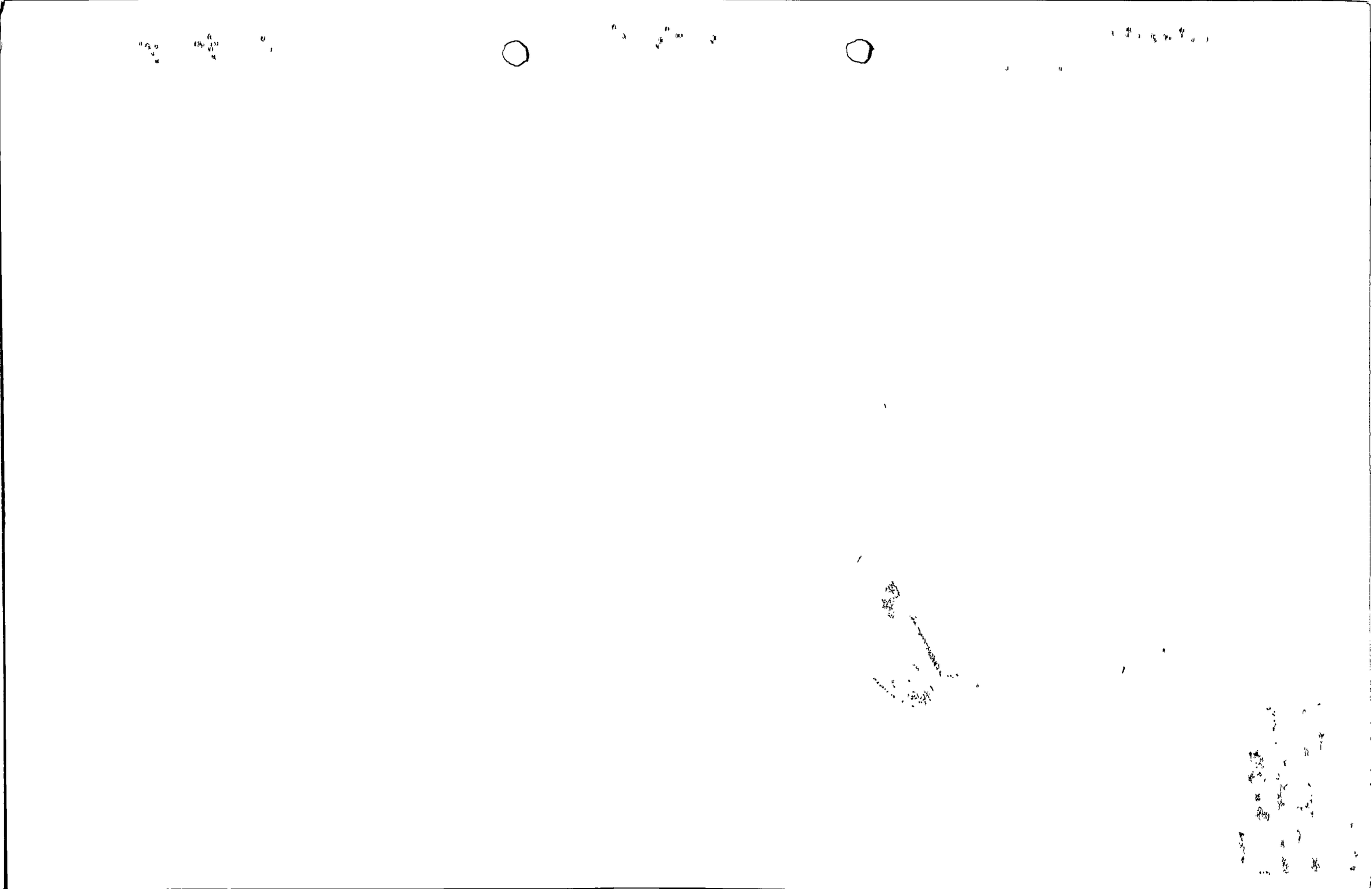
39. The Flat Purchaser/s shall not carry out any internal additions, alterations or changes without the prior written consent of the Promoters during the defect liability period and if any such alterations, additions or changes are being carried out by the Flat Purchaser/s herein or other Purchasers of the flats then in such case the Promoters herein shall be released and discharged from the obligation to rectify or repair the said structural defect.

40. The Flat Purchaser/s shall not be entitled to the closing of the verandah or balconies or make any alterations or changes in the elevation and outside colour scheme of the said flat to be acquired by him/her/them.

41. The Flat Purchaser/s shall not be entitled to claim a partition of his/her/their share

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in the said flat and/or the said building and the same shall always remain undivided and impartiable.

42. The Flat Purchaser/s shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoter or Office bearers of Society / limited company may require in safe guarding the interest of the Promoter and/or the Flat Purchaser/s in the said building.

43. The Flat Purchaser/s shall observe and perform all the stipulations and conditions laid down by Society / limited company as the case may be regarding the occupation and use of the building and/or flat/garage/shop/car parking space and shall pay and contribute regularly towards the taxes, ground rent and/or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

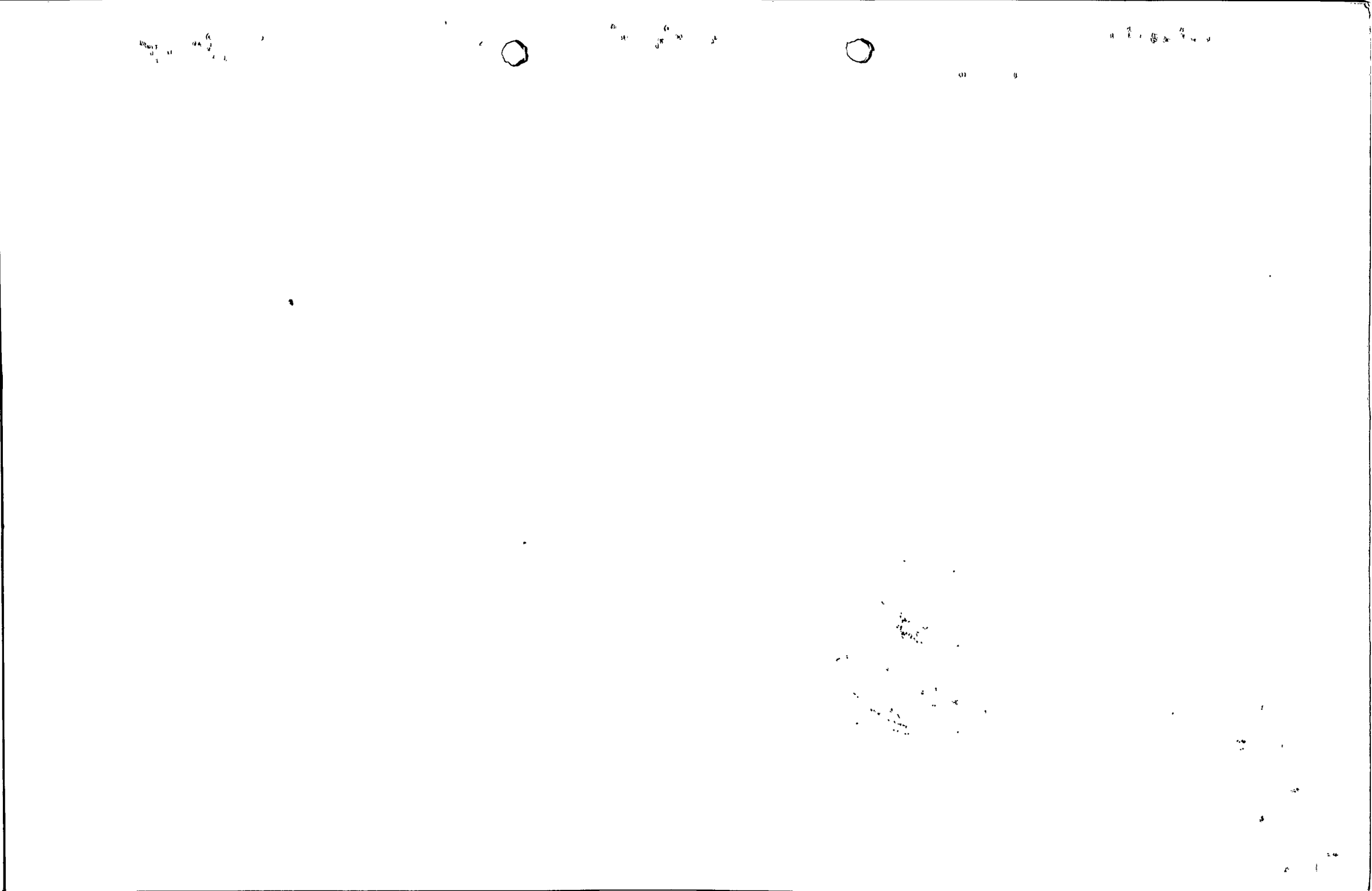
44. So long as each flat in the said building is not be separately assessed for taxes and water rates by the Brihan Mumbai Mahanagar Palika, the Flat Purchaser/s shall pay proportionate share of the water taxes and other taxes assessed on the said building by the Brihan Mumbai Mahanagar Palika PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Brihan Mumbai Mahanagar Palika or any other authority by reason of any permitted use, the Flat Purchaser/s alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the flat, the Flat Purchaser/s and other Flat Purchaser/s shall observe and perform all the Rules and Regulations of the Brihan Mumbai Mahanagar Palika and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage.

45. The Flat Purchaser/s hereby agrees that in the event of any amount by way of premium to the Brihan Mumbai Mahanagar Palika or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Promoters, the same shall be reimbursed by the Flat Purchaser/s to the Promoters in proportion to the area of the flat agreed to be purchased by the Flat Purchaser/s and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Flat Purchaser/s.

46. The Flat Purchaser/s himself / herself / themselves with intention to bind all persons

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into whomsoever hands the said Flat may come, doth hereby covenant with the Promoters as follows :-

a) To maintain the said flat at Flat Purchaser/s own costs in good tenantable repair and condition from the date of possession of the said Flat and shall not do or suffer to be done anything in or to the said building in which the said Flat is situated against the rules, regulations or bye-laws of concerned local authority and/or Society / limited company or change / alter or make addition in or to the said flat or any part thereof without written consent of the Society / limited company.

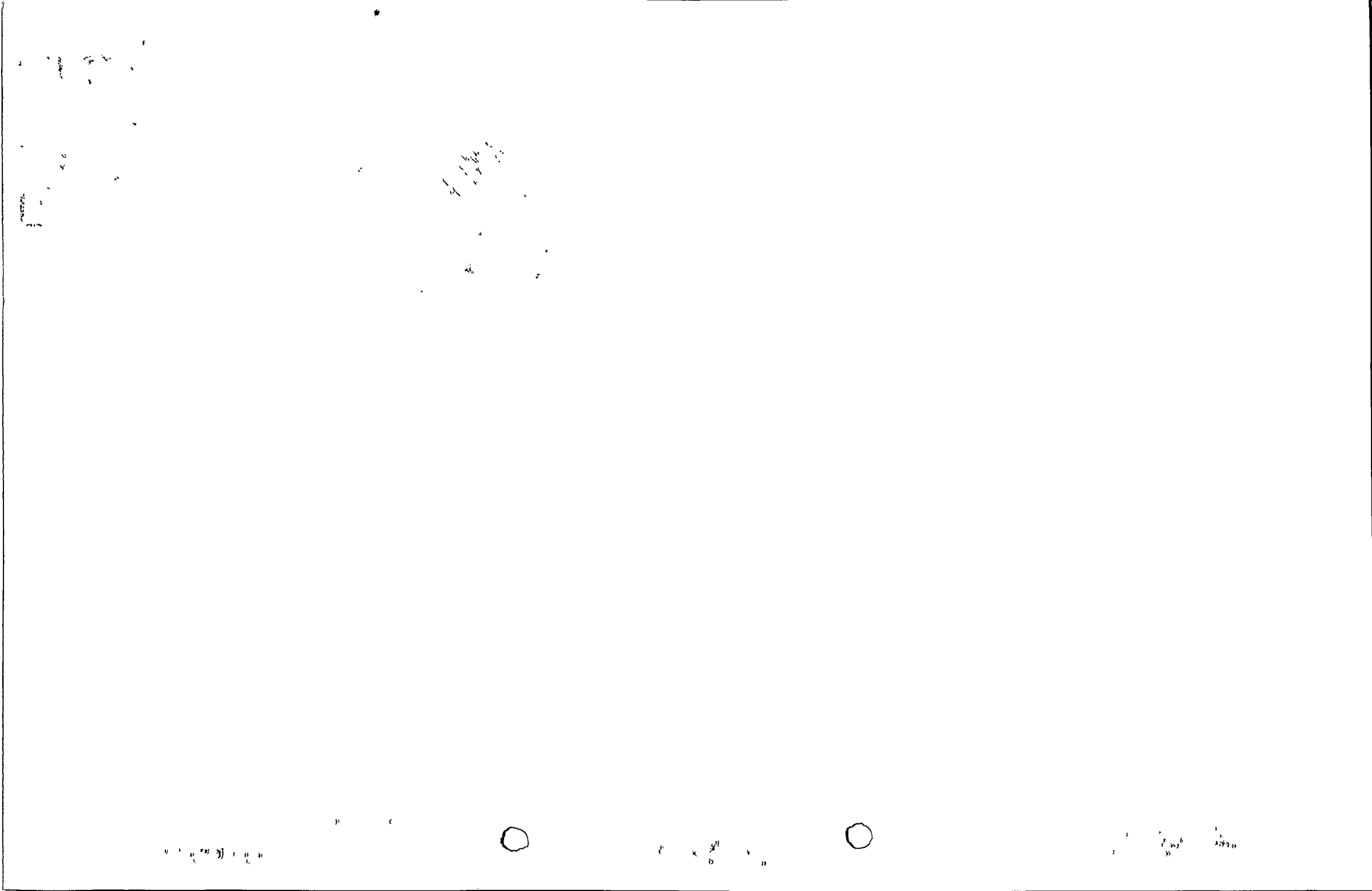
b) Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said flat is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structures of the said building in which the flat is situated, including entrance of the said building in which the said flat is situated and in case any damage is caused to the said building in which the said flat is situated on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach;

c) To carry at his/her/their own costs all internal repairs to the said flat and maintain the said flat in the same conditions, set and order in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or suffered to be done anything in or to the said building in which the said flat is situated violating the rules and regulations and bye/laws of the concerned local authority or other public authority.

d) Not to demolish or caused to be demolished the said flat or any part thereof, nor at any time make or caused to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the said building in which the said flat is situated and shall keep the said portion, sewers, drains, pipes in the said flat and appurtenances thereto in good tenable condition, and in particular, so as to support, shelter and protect the other parts of the said Building in which the said flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC

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Pardis or other structural members in the said flat without the prior written permission of the Promoter and / or the society / Limited Company.

e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property-and the said building in which the said flat is situated or any part thereof or whereby any increases premium shall become payable in respect of the insurance;

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said property and the said building in which the said flat is situated.

g) Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/ their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the said building in which the said flat is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and / or Government and/or other public authority, on account of change of user of the said flat by the Flat Purchaser/s viz. user for any purposes other than for residential purpose.

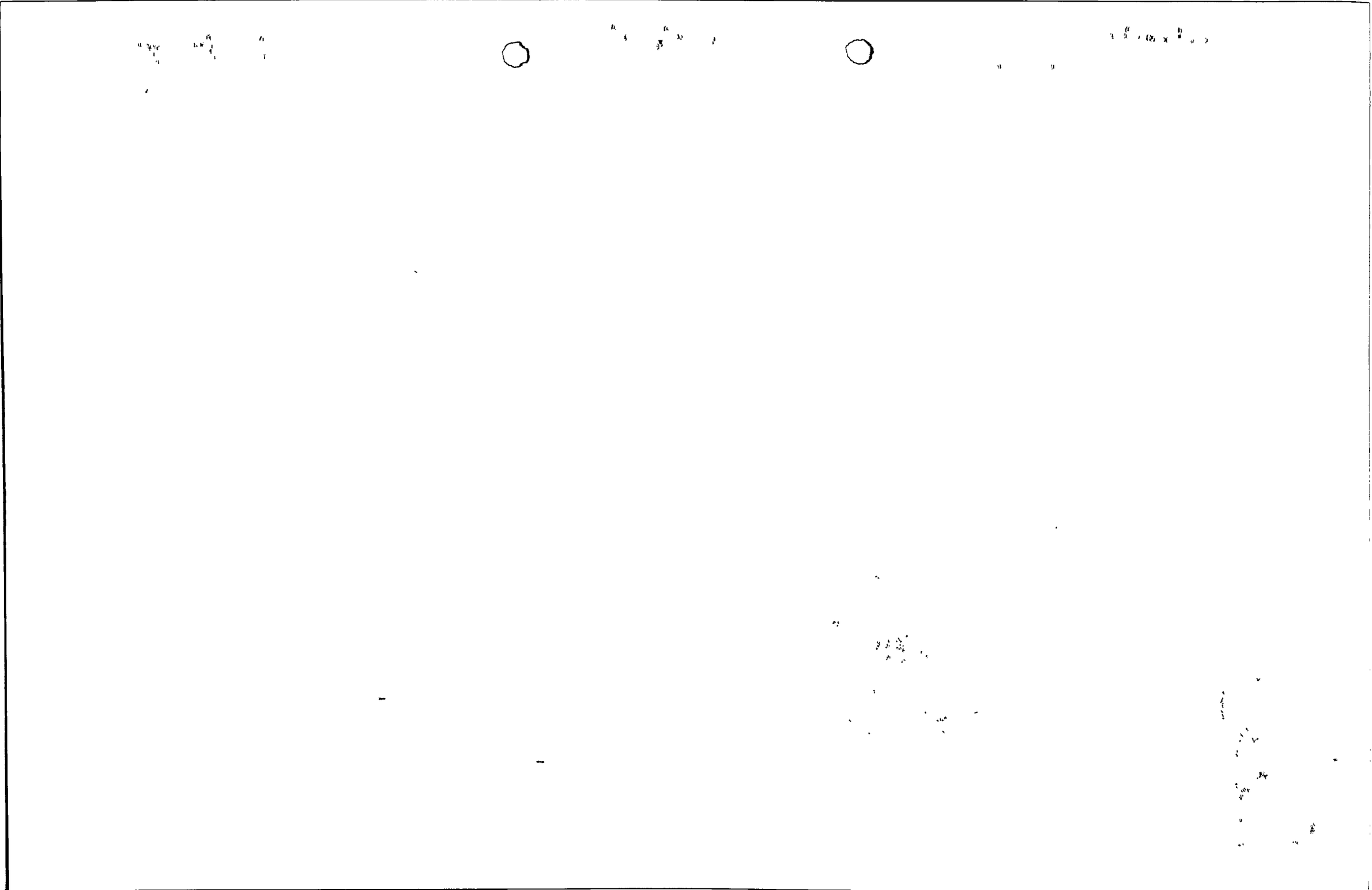
i) Till conveyance of the said building in which the said flat is situated is executed the flat purchaser/s shall permit the Promoters and their surveyors and agents with or without workman and other, at all reasonable times, to enter into and upon the said property and the said buildings, or any part thereof to view and examine the state and conditions thereof.

j) In the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or such other public authority.

47. Irrespective of disputes, if any arises between the Promoters and the Flat Purchaser/ s and/or the said Society / Limited Company all amounts, contributions and deposits

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including amounts payable by the Flat Purchaser/s to Promoters under this Agreement shall always be paid punctually by the Flat Purchaser/s to the Promoters and shall not be withheld by the Flat Purchaser/s for any reason whatsoever.

48. If the Flat Purchaser/s neglects, omits or fails for any reason whatsoever to pay to the Promoters any of the amounts due and payable by the Flat Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Flat Purchaser/s in any other way fails to perform or observe any of the covenants and stipulations on his/her/their part herein contained or referred to or prevents the Promoters from exercising the Promoters right as provided in this agreement than in that event the Promoters shall be entitled to terminate this Agreement and resume the possession of the said flat as provided herein.

49. The Flat Purchaser/s agree/s that the Promoters shall not be liable to render accounts of any of the deposits and/or amounts required to be paid by the Flat purchaser/s to the Promoters and/or to any other authority and that the Promoters shall be entitled to spent such of the amount and/or amounts as may be required from the said deposits and/or payment for the purposes for which such deposits and/or amount are required to be paid by the Flat Purchaser/s to the Promoters.

50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law or confer upon the Flat Purchaser/s any right, title or interest of any and whatsoever in the said flat or of the said property and the said building or any part thereof. Such conferment of rights or title shall take place only upon the execution of the Conveyance in favour of the Society / Limited Company to be formed of the Flat Purchaser/s of different flats etc. in the said building herein stated. The Flat Purchaser/s shall have no claim save and except in respect of the said flat thereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces etc. will remain the property of the Promoters until the said property and the said Building are transferred to the Society/ Limited Company as hereinbefore mentioned.

51. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by

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the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non/compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

52. The Flat Purchaser/s agree/s and binds himself/herself/themselves to pay regularly in accordance with the terms and conditions set out hereof to the Promoters until the Deed of Conveyance, of the said property is executed in favour of the Society / Limited Company as aforesaid and thereafter to the said Society / Limited Company or as the case may be proportionate share that may be fixed for (a) Insurance Premium, (b) All Municipal and other taxes that may be from time to time be levied and water charges and (c) outgoings for the maintenance and management of the said building, common lights, and outgoings and collection charges, charges of watchman, sweeper incurred in connection with the said property.

53. The Flat Purchaser/s hereby agree/s and undertake/s to be a member of the Society / Limited Company to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registrations, other papers and documents necessary for the formation and registration of such society / limited company including Bye-laws of such society and dully fill-in, sign and return within 3 days of the same being forwarded by the Promoters to the Flat Purchaser/s. No objection shall be taken by the Flat Purchaser/s to the changes or modifications which are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or other Competent Authorities. The Flat Purchaser/s shall be bound from time to time to sign all papers and documents and to do all other things as the Promoters may require him / her / them to do from time to time for safeguarding the interest of the Promoters and of other Flat Purchaser/s of flats in the said building.

54. In addition to the aforesaid payment, the Flat Purchaser/s shall deposit with the Promoters within seven days from the date of demand made in that behalf the proportionate amount of stamp duty and registration charges, if any, that would be needed for execution of Deed of Conveyance and all other documents in favour of Society / Limited Company or a corporate body as mentioned herein. It is agreed that unless and until the flat purchaser/s of various flats/shops/office/garages/car

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parking space under the stilt unit/godown in the said building pay the proportionate amount of stamp duty and registration charges if any the Promoters shall not be obliged to execute or caused to be executed the final Deed of Conveyance and all other documents in favour of the Society / limited company as mentioned herein.

55. All the documents for the formation of a Society / Limited Company and/or the conveyance of the said property and all other documents required to be executed shall be prepared by the Advocates of the Promoters. The Professional costs of the Advocates of the Promoters and also all out of pocket expenses including stamp duty, registration charges and also the costs, charges and expenses for the incorporation and/or registration of such society / limited company shall be borne and paid by Flat Purchaser/s who has/have agreed to take or acquire flat in the said building proportionately and/or by the Society / Limited Company. The Promoters may in the first instance pay the aforesaid costs, charges and expenses out of the amount already deposited by the Flat Purchaser/s as mentioned above and in the event of such costs, charges and expenses being excess of the deposit so received by the Promoters the Flat Purchaser/s shall forthwith on demand being made by the Promoters in that behalf pay the proportionate excess. The Flat Purchaser/s shall also pay the deposit to be made with the B.S.E.S. Ltd., for the electric meter to be installed in the said flat.

56. Provided it does not in any way affect or prejudice the right of the Flat Purchaser/s in respect of the said flat, the Promoters shall be at liberty to sell, assign, transfer, or otherwise deal with their right, title and interest in the said property and/or in the said building to be constructed thereon.

57. All letters and/or notices to be served upon the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly issued and served if sent to the Flat Purchaser/s, by Registered Post A.D. / Under Certificate of Posting at his/her/their address specified below :-

MR. KUSUMAKAR MANJAYYA SHETTY
MRS. SAROJINI KUSUMAKAR SHETTY
FLAT NO. 91, 9th FLOOR,
MEGH BUILDING, YASHODHAM COMPLEX,
GOREGAON (E), MUMBAI - 400 063

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58. The terrace of the said building including the parapet wall shall be for a period of forever from the date of conveyance in favour of the Society/limited company, be the property of the Promoters/The Confirming Party. The Agreement with the Flat Purchaser/s and all other Purchaser/s of flat/garage/car parking space/shops/ in the said building shall be subject to aforesaid rights of the Promoters/The Confirming Party who shall be entitled to use the said terrace for their own use including the display of advertisements and sign-boards and/or HOARDINGS for advertisements, for mobile phone tower etc and the Flat Purchaser/s or the Society / Limited Company when formed shall not be entitled to raise any objection or to any adjustment in the price of flat agreed to be acquired by him/her/them and/or any compensation or damages on the ground of inconvenience or any other ground whatsoever. The conveyance in favour of the Society / Limited Company shall be subject to covenants showing aforesaid rights of the Promoters/ The Confirming Party.

59. The Flat Purchaser/s shall have no claim or right to any part of the said property and also to any other parts of the said building other than the said flat agreed to be taken by him/her/them. All open spaces, parking spaces, lobbies, staircases, terraces, compounds, compound walls/fences etc shall remain the property of the Promoters / the Confirming Party and thereafter of the Society / Limited Company.

60. All costs, charges and expenses in connection with the formation of the Society or Limited Company or Association as well as the costs of preparing, engrossing, stamping and registering all the agreement, including the agreement, conveyance, transfer deeds or any other documents or document required to be executed by the Promoters or the Flat Purchaser/s or Society / Limited Company as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Flat Purchaser/s immediately on demand. The Flat Purchaser/s shall pay the professional fees in respect of the documents to be made and also in respect of the service rendered or to be rendered by the Promoters Advocates as provided in this clause. The Flat purchaser/s further agree that the Promoters shall be entitled to complete the construction work of the said building in parts and that the Promoters shall be entitled to maintain the common places and/or to charge the Flat Purchaser/s such of the amount and/or amounts or deposits for maintenance of the said common places and that the Flat purchaser/s shall pay such amount and/or deposit without raising any objection of whatsoever nature for the same.

OF THE SUB REGISTRAR ... MUMBAI SUBURBAN DIST. (ANDHERI)

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61. The Flat Purchaser/s shall at his/her/their own cost and/or expenses lodge this Agreement for registration with sub-Registrar of Assurances at Bandra/Mumbai within the limit (i.e. 3 months from the execution hereof) as prescribed by law and forthwith inform the Promoters and the Confirming Party the serial number under which the same is lodged to enable them to admit execution of the same.

62. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the rules made thereunder.

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THE FIRST SCHEDULE ABOVE REFERRED TO :

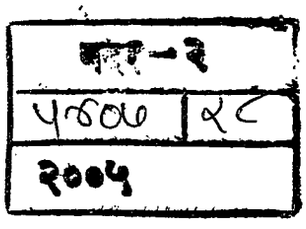
Shri Raghunath Gopal Karmarkar (hereinafter called the Landholder) was seized and possessed of or otherwise well and sufficiently entitled to all those piece or parcels of lands situate lying and being in the Registration District of Mumbai and Sub-Registration District of Bandra, Mumbai Suburban now in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, Taluka Borivali being Plot no. A on the North of Goregaon Mulund Link Road in the Village Dindoshi bearing S.No. 34, Hissa no. 2 (part) admeasuring 55430 sq. mtrs. i.e. 13 acres and 28 gunthas and in the village Chincholi bearing Survey No. 51, Hissa No. 1, (part) admeasuring 1504 sq. mtrs. i.e. 14 gunthas and 14 annas and being Plot B south of Goregaon Mulund Link Road in the village Dindoshi bearing Survey No. 20, Hissa No. 6 admeasuring 101 sq.mtrs. i.e. 1 guntha, Survey no. 22, Hissa No. 2, admeasuring 7535 sq.mtrs. i.e. 1 acre 34 gunthas and 8 annas. Survey No. 31, Hissa No. 2, admeasuring 6625 sq.mtrs. i.e. 1 acre 25 gunthas and 8 annas, Survey No. 31, Hissa no. 3, admeasuring 11480 sq.mtrs i.e. 2 acres 33 gunthas and 8 annas. Survey No. 34, Hissa No. 2 (part), admeasuring 55335 sq.mtrs. i.e. 13 acres 27 gunthas and 1 anna and in the Village Chincholi bearing Survey No. 51, Hissa No. 1 (part) admeasuring 49569 sq.mtrs. i.e. 12 acres 20 gunthas and 1 anna all aggregating to 46 Acres 14 Gunthas and 8 annas.

THE SECOND SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of land admeasuring 1,051 sq.mtrs. being portion of the lands described in the First Schedule above referred to bearing Survey No. 51 Hissa No. 1 (part) of Village Chincholi bearing C.T.S. No. 98/A/3 (1).

S. K. Shetty





THE THIRD 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 Area and Facilities:

i) Entrance lobby and foyer of the said Building;

ii) Compound of the said building, i.e. the open area (out of the said land described in the Second Schedule above) appurtenant to the built-up area of the said 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) 5'0" ft. wide staircases including main landing, for the purpose of ingress and aggress but not for the purpose of storing or for recreation or for residence or for sleeping;

iv) Servant Toilet in the stilt of the said building.

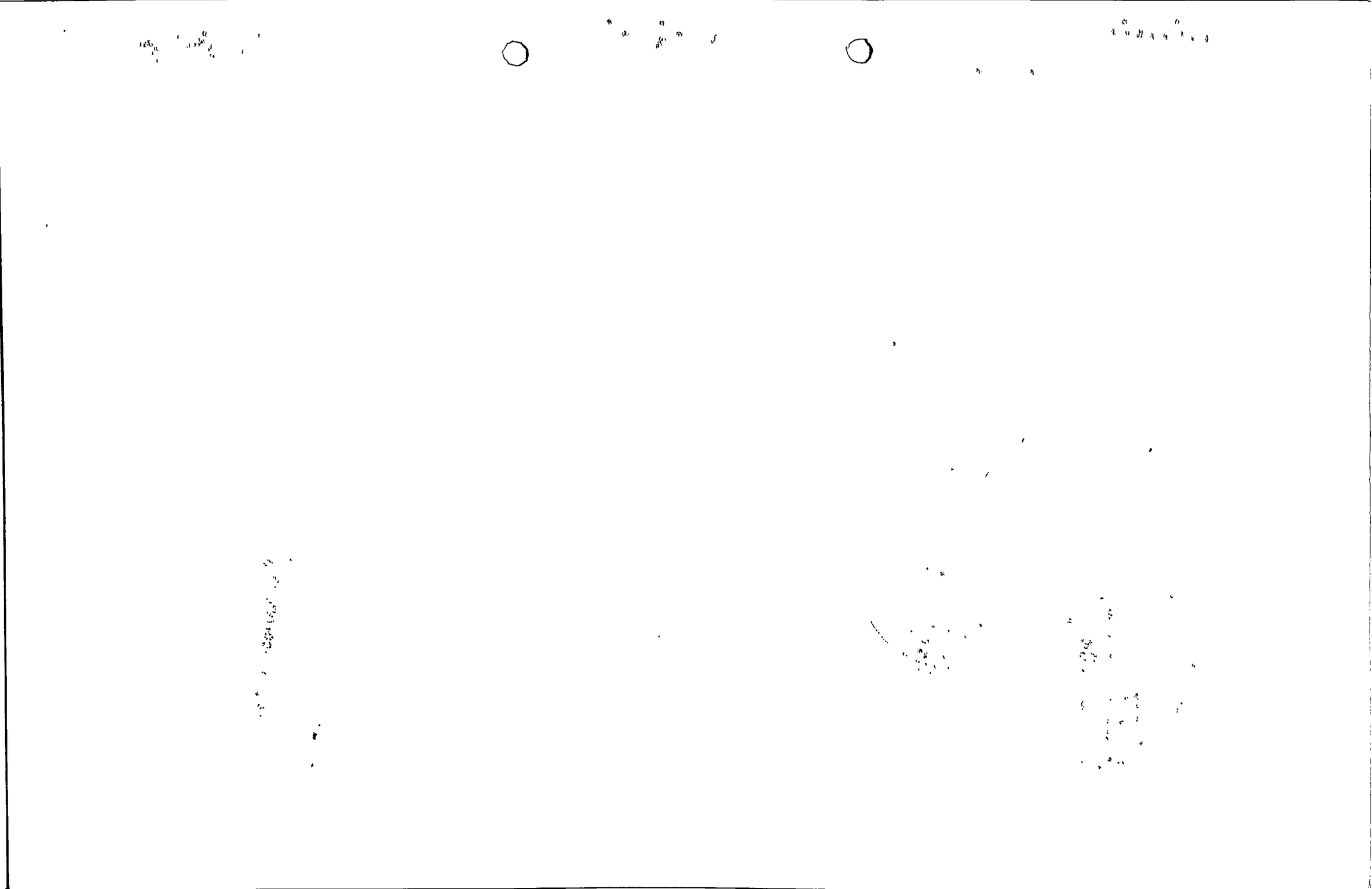
(B) Limited Common Areas and Facilities :

i) Landing admeasuring about 80 sq.ft. in front of the stairs escalator and lift on the floor on which the particular flat is located, as means of access to the flat but not for the purposes of storing or as recreation area, or for residence or for sleeping;

ii) This landing is limited for the use of residence 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;

S. K. Shukla

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

SIGNED SEALED AND DELIVERED BY)
the withinnamed **"PROMOTERS"**)
M/s. KARMARKAR ASSOCIATES)
In the presence of)

For Karmarkar Associates
Partner.
Girish Shah

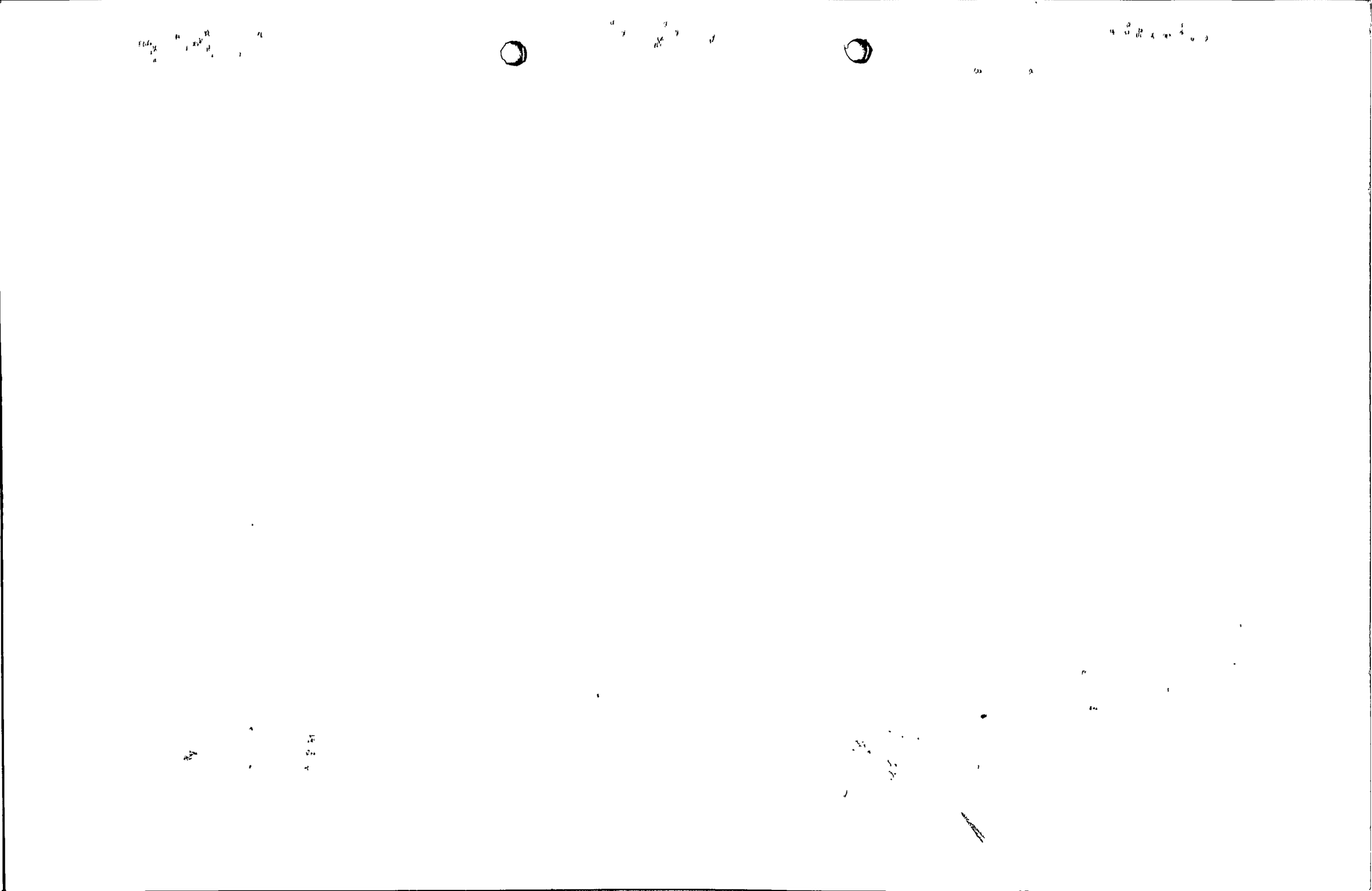
SIGNED AND DELIVERED BY)
the withinnamed **"FLAT PURCHASER/S"**)
)
MR. KUSUMAKAR MANJAYYA SHETTY)
MRS. SAROJINI KUSUMAKAR SHETTY)
in the presence of)

Sarojini K. Shetty

SIGNED SEALED AND DELIVERED BY)
the withinnamed **"CONFIRMING PARTY"**)
M/s. GIRISH AND ASSOCIATES)
In the presence of)

TEST OF THE SUB REGISTRAR BORIVALI NO. 1
सह दुय्यम निबंधक दो. बोरिवली (क्र.१)
सत्यमेव जयते
मुंबई उपनगर जिल्हा (क्र.१)
MUMBAI SUBURBAN DIST. (BANDR.)

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RECEIVED the day and year first)
hereinabove written of and from the)
withinnamed Flat Purchaser/s a sum of)
Rs. 400,000/- (Rupees FOUR LAC only.)
_____)
_____ only) being the amount)
of earnest money to be paid by them to us
by cash/cheque No. 743874
on BANK OF INDIA, MUMBAI.)
_____)
dated 18/8/2005) Rs. 400,000/-

WITNESSES

WE SAY RECEIVED

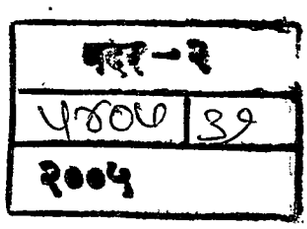
For M/s. **KARMARKAR ASSOCIATES**

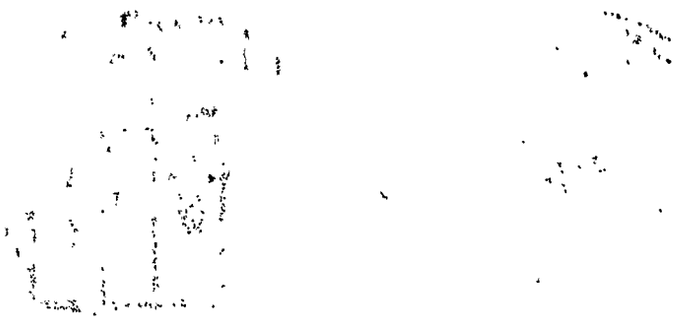
Karmarkar

Amish Shah

(PROMOTER)







ANNEXURE - A

RMG LAW ASSOCIATES

ADVOCATES & SOLICITORS

HEMANG S. RAYTHATTHA
CHIRAG H. MODY
SUNIL C. GANGAN

3rd Floor, Commonwealth Building,
C/o ERA Construction, Oak Lane,
Fort, Mumbai - 400 001.

Tel. : 91-22-265 5703/263 1411
Telefax : 91-22-265 5703
E-mail : rmgassociates@law.com

CM 01211 /2001

TO WHOMSOEVER IT MAY CONCERN :

Re: All those pieces or parcels of land admeasuring 1051 sq.mtrs. or thereafter situated at survey no 51, Hissa no. 1 (part), C.T.S. no 98/A/3(1), village chincholi, Taluka Borivali on which building No. K1 also known as DHAWALGIRI is constructed (hereinafter referred to as the aforesaid property).

Shri Ragunath Gopal Karmarkar was a protected tenant of the several plots of land inclusive of the aforesaid property. The aforesaid property along with the several other adjoining plots of land was originally owned by the Estate Investment Co. Pvt. Ltd. Thereafter it appears that an application was made by the said Shri. Ragunath Gopal Karmarkar to be declared as a deemed purchaser/owner of the aforesaid property alongwith the other adjoining plots under the provisions of Section 32-M of the Bombay Tenancy and Agriculture Lands Act, 1948. This application was contested by the Estate Investment Co. Pvt. Ltd. However there was subsequently a settlement between the parties and the said Shri. Ragunath Gopal Karmarkar was declared as a deemed purchaser/owner of the aforesaid property along with the several other adjoining plots of land admeasuring 46 acres 14 gunthas and 8 annas (approximately) by the Agriculture Lands Tribunal and Tahashildar Borivali. Also as per the property register card dated 08/04/1989 the aforesaid property stood in the name of Shri Ragunath Gopal Karmarkar.

Thereafter it seems that the said Mr. Ragunath Gopal Karmarkar along with Bharat Ragunath Karmarkar, Alka Bharat Karmarkar, Vasudha Ajit Sardar, Prabhakar Gangadhar Joshi and Prabhakar Vasudeo Gadgil formed a partnership firm in the name and style of M/s. Karmarkar Associates for development of the aforesaid property along with the several

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other adjoining plots of land.

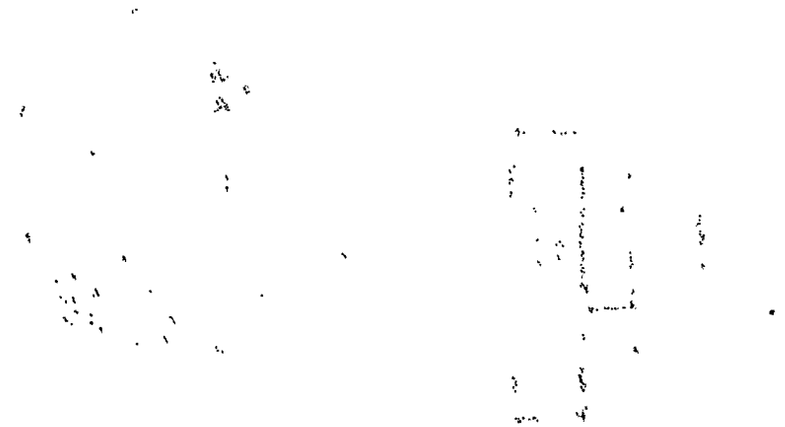
The aforesaid Parties entered into a Deed of Partnership dated 26th December, 1979 recording the terms and conditions agreed between them for developing the aforesaid property along with the other adjoining plots of lands and selling flats, garages, car parking spaces, terrace, hoarding spaces etc. on the building/s which are to be constructed on the aforesaid property. The aforesaid property along with the several other adjoining plots of land was brought in by the said Shri Raghunath Gopal Karmarkar as stock in trade of the partnership business of the said partnership firm M/s Karmarkar Associates. The said partnership firm is duly registered under the provisions of the Indian Partnership Act, 1932. I am informed that from time to time Alka Bharat Karmarkar, Prabhakar Gangadhar Joshi and Mr. Prabhakar Vasudeo Gadgil retired from the said firm and M/s. Amal Realtors Private Limited was admitted as a partner in the aforesaid firm.

Thereafter, it appears that the aforesaid partnership firm M/s. Karmarkar Associates entered into agreement dated 22nd November, 1997 with M/s. Girish Associates also a partnership firm wherein it was mutually agreed between the parties that M/s. Girish Associates shall develop the aforesaid property and construct new building known no K1 to be known as Dhawalgiri at its own costs on the aforesaid property and M/s Karmarkar Associates has way of its obligations under the aforesaid agreement agreed to bring in total F.S.I. of 5597 sq. mtrs. for construction of building known as 'Dhawalgiri' on the aforesaid property (624 sq.metres of the existing structure on the aforesaid property since demolished and balance 4973 sq. metres of the adjoining larger property of M/s. Karmarkar Associates).

As consideration for construction of the new building known as Dhawalgiri and for providing the aforesaid property along with the F.S.I. it was agreed between the parties that the flats so built in the new building Dhawalgiri shall be shared by the aforesaid partnership firm M/s. Karmarkar Associates and M/s. Girish Associates in the ratio of 4[illegible] i.e. M/s Karmarkar Associates shall be entitled to 40% share in the total area so constructed on the aforesaid property and M/s. Girish Associates shall be entitled to 60% share in the total area constructed by them on the aforesaid property.

The details of the arrangement of sharing of the flats, garages, car parking spaces, terrace, hoardings spaces etc. in the building so constructed on the aforesaid plot is given in the aforesaid agreement dated 22nd November, 1997 between M/s. Karmarkar Associates

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and M/s. Girish Associates. I am informed that the parties have taken approval of the Income Authorities of the aforesaid agreement dated 22nd November 1997 under chapter XX C of the Income Tax Act 1961.

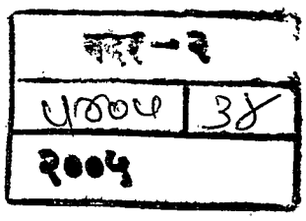
For the purpose of investigation of the title of the aforesaid property, I have conducted title search of the aforesaid property with the relevant authorities. In my opinion, upon examination of the title of the aforesaid property, it is clear that M/s. Girish associates are entitled to sell, transfer and dispose flats, garages, car parking spaces, tenancy, hoardings spaces etc. so constructed by them on the aforesaid property to the extent of 60% of the total construction on the aforesaid property viz., in the building Dhawalgiri. Similarly, M/s. Karmarkar Associates are entitled to sell, transfer and dispose flats, garages, car parking spaces, tenancy, hoardings spaces etc. of the remaining 40% of the total construction on the aforesaid property viz. in the building Dhawalgiri. Thus, I have examined the title to the said property and in my opinion the same is clear and marketable.

Dated this 4th day of December 2001.

Yours faithfully
For RMG Law Associates

Partner





ANNEXURE 'B'

EXTRACT FROM THE PROPERTY REGISTER CARD

City Survey ~~चिंचोली~~ Taluka: BORIVALI Dist.Bombay Suburban Dist.

City Survey Number	Area Sq.mts.	Tenure	Particulars of assessment for rent paid to Government and when due for revision
९८अ/३/१	५०९४-५ ११३९-२ सेटबॅकचा १९५०९-३ -५९९५१-७ न.भू.क्र.९८अ/३ मधून क्षेत्र गेला ३२५५८-९ + ५३३-१ न.भू.क्र.१२२अ कडून सामील	C	न.भू.क्र.९८अ/१ प्रमाणे
Easements	३३०९८-७ — ५६५-३ न.भू.क्र.१२२अ कडे वर्ग ३२५९५-२ + ३०५-५ न.भू.क्र.१२२ब कडून सामील ३२८२०-९		
Holder in 19 Origin of the Title so far as traced)			
Lease			
Other encumbrances			
Other remarks			

Date	Transaction	Vol.No.	New holder (H) Lessee (L) or Encumbrances (E)	Attestation
22-९-८९	मुं.म.पा. कमिल क्र.८९/५१२,५२५,५२१/LOP दि.१०-५-८५ नं जे.न.भू.अ.क्र.५ यांचे दि.२२-९-८९ चे आदेशा प्रमाणे न.भू.क्र.९८अ/३ ची नविन मिळकत पत्रीका उपरुन क्षेत्र ५०९४-५-चौ.मी. दारावल केले व मालकाचे नांवे दाखल केले.	(H) आर-जी-कुरमदास	
१९-२-८७	मा. असि. इंजिनिअर (जनरेशन्स) पी/साऊथ वार्ड मुंबई महानगर पालिका यांचे कमिल क्र. SB/1/86-87 अन्वये व मा.न.भू.अ.क्र.५ यांचे कमिल आदेश क्र.प.भू.९/रस्तासंदी/८७ दि.१९-२-८७ अन्वये रस्ता रुंदी साठी ११३९-२ चौ.मी. क्षेत्र गोलमे ते कमी करुन शिलकी क्षेत्र १९५०९-३ चौ.मी दारावल केले. न.भू.क्र.९८अ/२ पहा.			सही xxx 3-3-८७ नगर भूमापन अधिकारी क्र.५ मुंबई उपनगर, जिल्हा मुंबई

नगर भूमापन अधिकारी क्र.५ मुंबई उपनगर, जिल्हा मुंबई

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(P.T.O.)

२-२-८७ गा.भ.इं.गूसंपाइग (प.नी.) यांचे पत्रांक क्र./सी.टी./२५५८/गूसंपाइग दि.२०-१२-८६ अन्वये व मो.२-गा.२.१६/अ अन्वये मुख्य मिळकत पावीकरिता नू.क्र. क्र.९८अ/3 गांव नविन न.भू.क्र. ९८अ 3/1 आरो दाखल करून तांबर न.भू.क्र. ९८अ-3/2 ते ९८अ-3/७ चे क्षेत्र १६६१७-८ चौ.मी. नकाशा दाखल नविन मिळकत पत्रिका उलटतपासणी तांबर क्षेत्र व गांव दाखल केले. मा.न.भू.अ.क्र.५ यांचे दि.२/3/८७ चे आदेशान्वये SI.

नकाशा xxx २०/१/८७

नगर भूमापन अधिकारी क्र. मुंबई उपनगर, जिल्हा मुंबई

७-७-८७ मे. आदित्य कन्स्ट्रक्शन यांचे दि. २०-६-८७ चे अर्जानुसार व दिनांक ७-७-८७ चे आपसांतील जनालाखत व दि. ७-७-८७ चे मा.न.भू.अ.क्र.५ यांचे आदेशानुसार न.भू.क्र.११२अ पैकी ५३३-१ चौ.मी. क्षेत्र सामील केले. व न.भू.क्र.११२ब पैकी क्षेत्र ३०५-५ चौ.मी. सामील केले व न.भू.क्र. ११२अ पैकी ५७५-3 चौ.मी. क्षेत्र वगळून नविन मिळकत पत्रिका केवळ क्षेत्र 32८20-e चौ.मी. क्षेत्र दाखल केले.

S.I.F.

नकाशा xxx २०/७/८७

नगर भूमापन अधिकारी क्र. ९ मुंबई उपनगर, जिल्हा मुंबई

नकाशा आल्याची तारीख 14-12-८८ मूळ शुल्क संख्या
नकाशा तयार तारीख 7-7-८८ दंडी शुल्क 3-७५
नकाशा दिल्याची तारीख 9/12/८८ इतर शुल्क
तयार करणार ..... एकूण
तपासणी करणार ७५५
3-e0

सत्य प्रतिलिपी

जिल्हा निरीक्षक, भूमि अभिलेख तथा नगर भूमापन अधिकारी क्र. ९ मुंबई उप.जि., मुंबई.

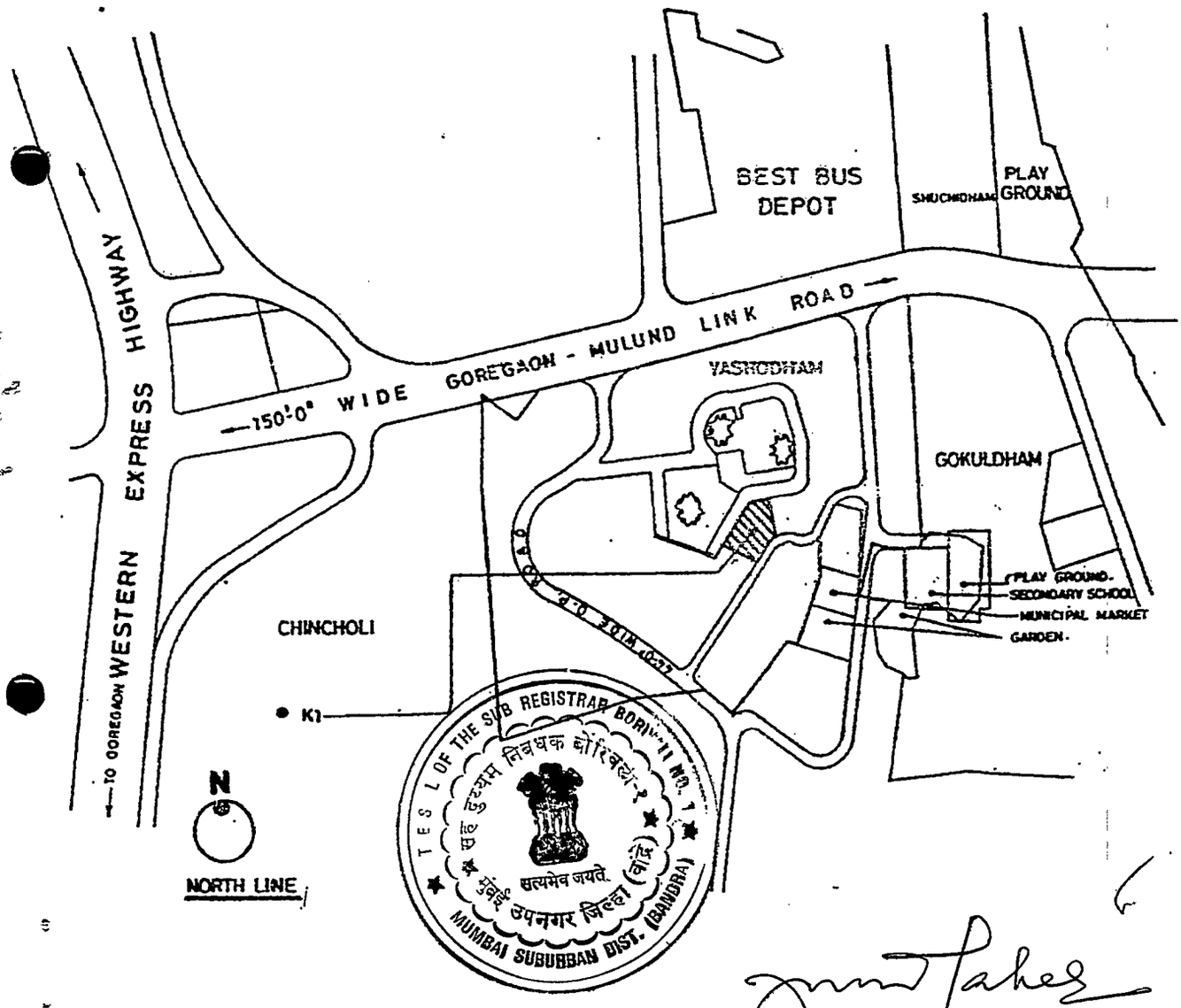
Note:-
This is a true copy of the extract of P.R.C. and which forms part of this office record and the area of the property referred to hereinabove is (..... 32820-9 ..... sq. mtrs. i.e. Thirty Two Thousand Eight Hundred Twenty point Nine only ..... sq. mtrs. which has been compared with the original and is correct.

Superintendent,
of Land Records (BSD) Bombay.
18/2/89

OFFICE OF THE SUB REGISTRAR BORIVALI NO. 1 सत्यमेव जयते दिवाणी न्यायालय बोरिवली-१ मुंबई उपनगर जिल्हा (बांद्रा) MUMBAI SUBURBAN DIST. (BANDRA)

बदर-२
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ANNEXURE - I



बदर-१
४७७ | ३७
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ANNEXURE - III

LIST OF PROMOTERS ENTITLEMENT FOR SALE OF FLATS

FLAT NO.	FLOOR	TYPE	AREA (IN SQ.FT.)	FACING
11	FIRST	2 BR	600	SOUTH
12	FIRST	2 BR	600	NORTH
21	SECOND	2 BR	600	SOUTH
22	SECOND	2 BR	600	NORTH
32	THIRD	3 BHK	1515	NORTH
41	FOURTH	3 BHK	1515	SOUTH
72	SEVENTH-EIGTH	4 BHK(D)	2660	NORTH
91	NINTH	3 BHK	1515	SOUTH
92	NINTH	3 BHK	1515	NORTH
121	TWELVE	3 BHK	1515	SOUTH
122	TWELVE	3 BHK	1515	NORTH
141	FOURTEEN-FIFTEEN	4 BHK (D)	2660	SOUTH

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1 सत्यमेव जयते उपनगर जिल्हा (बोरिवली) MUMBAI SUBURBAN DIST. (BORIVALI)

बदर-२ 4804 3E २००५



142	FOURTEEN-FIFTEEN	4 BHK (D)	2660	NORTH
171	SEVENTEEN	3 BHK	1515	SOUTH
172	SEVENTEEN	3 BHK	1515	NORTH
191	NINTEEN	3 BHK	1515	SOUTH
192	NINTEEN	3 BHK	1515	NORTH
232	TWENTY THIRD	3 BHK	1515	NORTH
242	TWENTY FOURTH	3 BHK	1515	NORTH
261	TWENTY SIX	3 BHK	1515	SOUTH
262	TWENTY SIX	3 BHK	1515	NORTH
271	TWENTY SEVEN-EIGHT	PENT HOUSE	2880	SOUTH

SEAL OF THE SUB REGISTRAR BORIVALI NO. 1
सह दुय्यम निबंधक बोरिवली-१
सत्यमेव जयते
उपनगर जिल्हा (मुंबई)
MUMBAI SUBURBAN DIST. (MAHARA.)

बदर-१
४७७ | ८०
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ANNEXURE - IV

Plot :

The Land is freehold.

Building :

There shall be one wing consisting of 3, basement, stilt and 28 upper stories with 2 Nos. of elevators and shall be of R.C.C. frame with brick/block masonary wall.

Doors :

All main/fire door shall have a) wooden frame, b) shutters of 45m thick fire resisting flush door, hot pressed, and c) polished/painted on both sides.

All internal doors except bathroom shall have a) wooden frames b) shutters of 35mm thick hot phenol bonded flush door and c) painted on both sides.

The bathrooms doors shall have a) RCC frame, b) shutter of 35mm thick flush door with marine plywood on inside and commercial plywood from outside and, c) painted on both sides.

Windows :

All windows shall have aluminium oxidize sub frame, aluminium natural anodized frame and aluminium natural anodized shutter fitted with 4/5mm thick clear glass.

Bath and W.C.'s :

The flooring of bath and w.c./s shall have colour ceramics tiles in flooring and dado of colour ceramics/glazed tiles. Dado shall be provided upto door height. All bath and w.c.'s shall be fitted with first class C.P. fittings and first quality white sanitary wares.

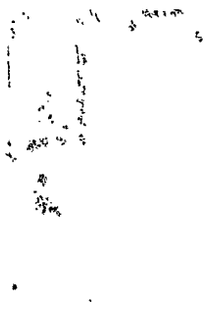
Plumbing :

The internal plumbing shall be concealed while external plumbing shall be in ducts and shall be of PVC/CI/GI/ pipes.

S. K. Shetty

बदर-१
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Electric :

The wiring shall be concealed throughout except the main line which shall be in conduit pipes or cable. The wire shall be of copper and following points will be provided in each flat. Each hall, bedroom will have minimum 1 fan point, 2 light points, 1 TV point, 1 Telephone point and 1 power plug points, kitchen will have 1 light point, 1 Fan point, 1 Plug point.

Each bathrooms shall have minimum 1 light point, 1 geyser point, 1 power plug point, Separate meters shall be provided for each flats, staircase, water-pump, elevators and general lighting.

Staircase :

The same shall be in RCC with Kotha Treads and Risers.

Floorings :

The entire flat except bathrooms/w.c. shall have prefinish.

Colour :

The internal walls/ceilings shall have oil Bound Distemper paint. The external surfaces shall have Tex paint. The staircase and lift lobbies shall have cement paint.

General :

The compound shall be paved with concrete/chequered tiles all around.
The entrance lobby shall have granite/marble flooring.
Each flat shall have intercom connection.
Disk/Cable connection shall be provided in each flat.

S, K, Shetty

OFFICE OF THE SUB REGISTRAR BORIVALI NO. 1
सत्यमेव जयते
उपनगर सिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST. (BANDRA)

बदर-१
४४०८ | ८२
२००५

RS. 100/- ONE HUNDRED ONLY

GENERAL STAMP OFFICE
EXTENTED SALES COUNTER
MMRDA BLDG. BANDRA (E)
MUMBAI - 400 051.
MAH/GSO/010

INDIA (Rs.)0000100/ 281993 SPECIAL ADHESIVE -5.8.2002 00047 MAHARASHTRA

1105079/011

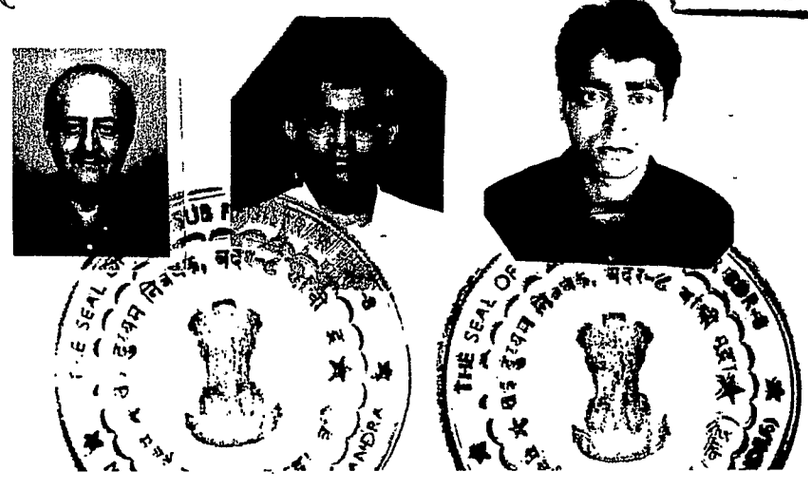
DY. SUPERINTENDENT OF STAMPS,
BANDRA.

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME:- WE **M/S KARMARKAR ASSOCIATES**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its principle place of business at Yashodham, Goregaon (East), Mumbai-400 063 and represented by its partners 1) **MR. BHARAT KARMARKAR & 2) MR. ANISH SHAH SEND GREETING :-**

THE SUB REGISTRAR ... सत्यमेव जयते ... उपनगर जिल्हा (बांद्रे) MUMBAI SUBURBAN DIST. (BANDRA)

बदर-१
4806 | 83
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WHEREAS:-

1. Shri. Raghunath Gopal Karmarkar (hereinafter called the Landlord) was seized and possessed of or otherwise well and sufficiently entitled to all those piece or parcels of lands situate lying and being in the Registration District of Mumbai and Sub-Registration District of Bandra and Mumbai Suburban, now in the Registration District and Sub-district of Mumbai City and Mumbai Suburban, Taluka Borivali being Plot No. A on the North of Goregaon Mulund Link Road in the Village Dindoshi bearing S.No. 34, Hissa No. 2 (part) admeasuring 55430 sq. mts. i.e 13 acres and 28 gunthas and in the Village Chincholi bearing Survey No. 51, Hissa No. 1(part) admeasuring 1504 sq.mts. i.e 14 gunthas and 14 annas and being Plot B south of Goregaon Mulund Link Road in the Village Dindoshi bearing survey No. 20, Hissa No. 6 admeasuring 101 sq. mts. i.e 1 guntha, Survey No. 22, Hissa No. 2 admeasuring 7535 sq. mtrs. 1 acre 34 gunthas and 8 annas, Survey No. 31, Hissa no. 3 admeasuring 11480 sq. mtrs. i.e 2 acres 33 gunthas and 8 annas, Survey No. 34 hissa No. 2(part) admeasuring 55335 sq. mtrs. 13 acres 27 gunthas and 1 anna and in the Village Chincholi bearing S.No. 51, Hissa No. 1 (part) admeasuring 49569 sq.mtrs. 12 acres 20 gunthas and 1 anna all aggregating to 46 acres 14 gunthas and 8 annas (hereinafter referred to as "the said larger Property").

2. We (1) MR. BHARAT KARMARKAR & (2) MR. ANISH SHAH are partners of M/S Karmarkar Associates and in association with M/s Girish and Associates are Developing property being all those pieces or parcels of land bearing Survey No. 51, Hissa No. 1(part) of Village Chincholi bearing C.T.S No. 98/A/3(1), admeasuring 4051 sq. mtrs. (hereinafter referred to as "said property") and being portion of the said larger property above referred to. The said developed property shall be called as "DHAWALGIRI" (hereinafter referred to as "the said building").

बदर-१	
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for Sale

3. We are executing various Agreements, Supplementary Agreement, Deeds ~~& Documents~~ (hereinafter referred to as the said Deeds) in respect of the sale of Flats, Shops, Office/ Parking Spaces etc. in the above said building constructed on the above said property in our capacities as promoter/confirming party of the said property which are required to be registered in the office of Sub- Registrar of Assurance at Bandra / Mumbai.

4. On account of preoccupation with work we are unable to appear before the Sub- Registrar for admitting executed deeds for registration.

5. We are therefore desirous of appointing **Mr. Ketan Modi** Indian Inhabitant having address at 77- Udyog Bhavan, Sonawala Lane, Goregaon (East), Mumbai - 400 063 as our constituted attorney to attend the office of the Sub- Registrar to admit executed deeds for registration.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSTH that We **(1) MR. BHARAT KARMARKAR & (2) MR. ANISH SHAH** do appoint **MR. KETAN MODI** to be our true and lawful Attorney for the purpose expressed that is to say :-

1. To Present and lodge for registration in the office of the Sub - Registrar of Assurances at Bandra / Mumbai or any registering authority appointed under the Indian Registration Act for the time being in force having the jurisdiction in relation to registration of the ~~Deeds~~ agreements as well as for the registration of documents relating to the flats / Shops/ Parking Spaces developed by us on the said property and the said building.

2. AND to do perform and execute all acts, deeds, matters, documents and things relating to the registration of the Deeds and for that purpose aforesaid amply and effectually to all intents and

बदर-१	
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purposes as we could do in our proper person if these presents had not been made.

3. This POWER OF ATTORNEY is restricted to only admit the execution before the sub- Registrar of Assurances in Bandra /Mumbai. These are not for the execution of Agreements, Sale Deeds etc.

WE (1) MR. BHARAT KARMARKAR & (2) MR. ANISH SHAH hereby agree to ratify and confirm all whatsoever our said Attorney does or caused to be done by virtue of these presents, with respect to admission of Agreement / Sale Deed / Undertaking / Declaration/ only with respect to the above said property and the said building .

IN WITNESS WHEREOF WE have hereunto set and subscribed our hands to this writing on this 5th day of August 2002.

SIGNED SEALED AND DELIVERED)

BY THE WITHINNAMED EXECUTANT)

(1) MR. BHARAT KARMARKAR) . Karmarkar

(2) MR. ANISH SHAH) Anish-Shah

In the presence of:

1. Vaishali

2. Shadaan

Kelaa modi

Signature of Attorney Holde

बदर-१
४८७ | ४८
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1) Bharat Karmarkar

मुक्तागनगर

9298/0

2) Anish Shah

1) Mr Bharat Karmarkar
Age 55, Business

General Power of Attorney has been Executed
By (1) Mr./Mrs. 2) Mr Anish Shah.
Aged Years Age. 33, Business
Occupation **Residing at**
Both are partners of
In my presence I
Their identity is Proved by M/s Karmarkar
(1) Mrs Vaishali Dolekar Associates.
(2) Mr Vasant Salunkhe R/at Yashodham,
Goregaon (E)
Mumbai - 63.

T[illegible]y satisfaction
[illegible] of Rs. 5/- Received

[illegible]-Registrar
[illegible]mbai Sub.-Dist.

Note —
There is no [illegible] Petition, Interlineation
in this General Power of Attorney.

Date 5/2/02 **Joint Sub-Registrar**
Borival' I', Mumbai Sub -Dist

20th 1) 9, Balrama,
Bandra kurla
Complex
Bandra (E)
Mumbai 51

2) same as above

1) V.V. Dholakar

2)

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1
सह दुय्यम निबंधक बोरिवली-१
सत्यमेव जयते
उपनगर जिल्हा (महाराष्ट्र)
MUMBAI SUBURBAN DIST. (MAHARASHTRA)

THE SEAL OF THE SUB REGISTRAR BDR-2
सह दुय्यम निबंधक, वदर-८ यांची मुद्रा
सत्यमेव जयते
MUMBAI SUBURBAN DIST. (MAHARASHTRA)

वदर-१	
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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE M/S GIRISH & ASSOCIATES., hereinafter referred to as "THE COMPANY" SEND GREETINGS:

WHEREAS the company is desirous of appointing an attorney to represent itself before the registrar of Sub-Assurances, Bandra – Mumbai and/or any other registering authority on our behalf for the purpose of lodging the agreement for sale flat, entered by the company with its purchasers of the flat, and for any undertaking, declaration and any other document signed for and behalf of the said company in connection with the company's project.

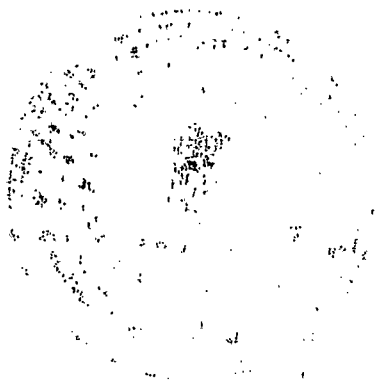
NOW KNOW YE ALL MEN AND THESE presents witnesses that the company acting through its partner Mr GIRISH A BHAGTANI AND HITESH A BHAGTANI do hereby constitute and appoint Mr KISHORE KHITHANI age 33 years residing at Plot No 24/B, Collector Colony, Chembur, Mumbai 400 074 and MR BHAGWAN NANDWANI age 44 residing at A/10, Hiramani Society, Dadabhai Cross Road No 2, Andheri (west), Mumbai 400 058 either jointly or severally to be our true and lawful attorney of the said company with the right power and authority to act in the name of the company and to do the following act, deed, matter and things hereinafter mentioned:

THE SEAL OF THE SUB REGISTRAR ANDHERI NO. 1 सह दुय्यम निबंधक अंधेरी क्र. १ सत्यमेव जयते उपनगर जिल्हा (बांद्रे) MUMBAI SUBURBAN DIST. (BANDRA)

Two hundred only —

STAMP DUTY MAHARASHTRA Rs.200/-

बांद्रा-१
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2004



1. To lodge for registration the undertaking, the declarations and any other documents signed by us in connection with our projects, agreement for sale of flats in our various projects entered into by the company with its purchasers as of the flat, that may be required from time to time before the Sub-Registrar of Assurances concerned and to admit execution thereof.

2. And to do any other act, deed or things that may be necessary to complete the registration of the same and for rectification of the entries in the government records as an application made in these behalf of the company.

3. And when it has been duly registered and returned to him to give proper receipt and discharge for the same.

4. GENERALLY TO DO AND PERFORM all act, deed, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the authorities herein above contained as fully and effectually as we could in or persons do.

5. This Power Of Attorney shall be valid for a period of Three year from the date of execution of these presents.

Witness ① Kiran Kamat

② Mahanath Pathare

Signed by the withinnamed
M/S. GIRISH & ASSOCIATES
Preetika Apartment,
Plot No. 382/39,
TPS II, Saraswati Road,
Santacruz (w),
Mumbai 400 054

Through their Partners
HITESH A.BHAGTANI

GIRISH A BHAGTANI



HITESH A. BHAGTANI

GIRISH A. BHAGTANI



I Accept

KISHORE KHATHANI

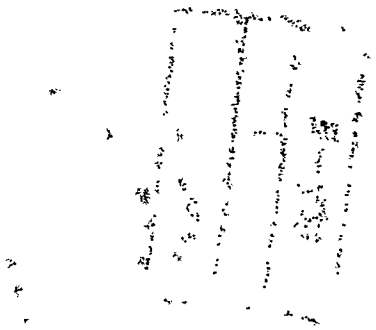


I Accept

BHAGWAN NANDWANI

बदर-१	
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FROM : PHONE NO. : Jul. 25 2005 10:41AM P1





[illegible handwriting]

1) [signature]

2) [signature]

40 / [illegible]

सदर मुख्त्यारनामा आज तारीख 25.7.05 रोजी

श्री [illegible handwriting]

2) [illegible handwriting]

3) [illegible handwriting]

यांनी ... दाखल केला व

त्यावर [illegible handwriting]

[illegible handwriting]

1) [illegible handwriting]

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यांनी ... पटविली आदिमाणाव फी

रु. 25 मिळाली.

तारीख 25-7-05

(1) [signature]

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 1

सह दुय्यम निबंधक बोरिवली-1

सत्यमेव जयते

मुंबई उपनगर जिल्हा (बांद्रा)

MUMBAI SUBURBAN DIST. (BANDRA)

(2) [signature]

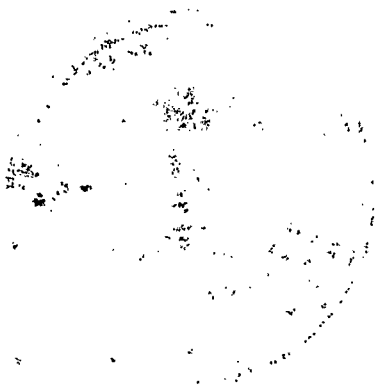
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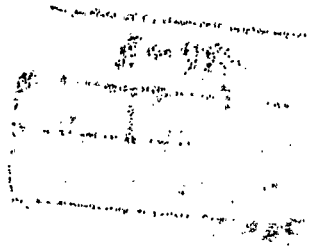
सह दुय्यम निबंधक अंधेरी-1

मुंबई उपनगर जिल्हा.

बदर-1

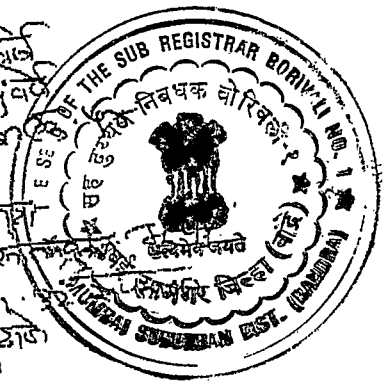
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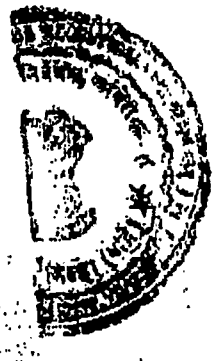






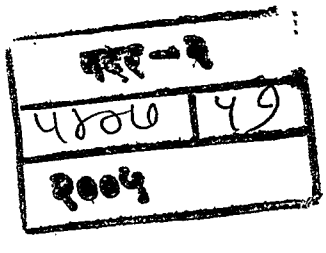


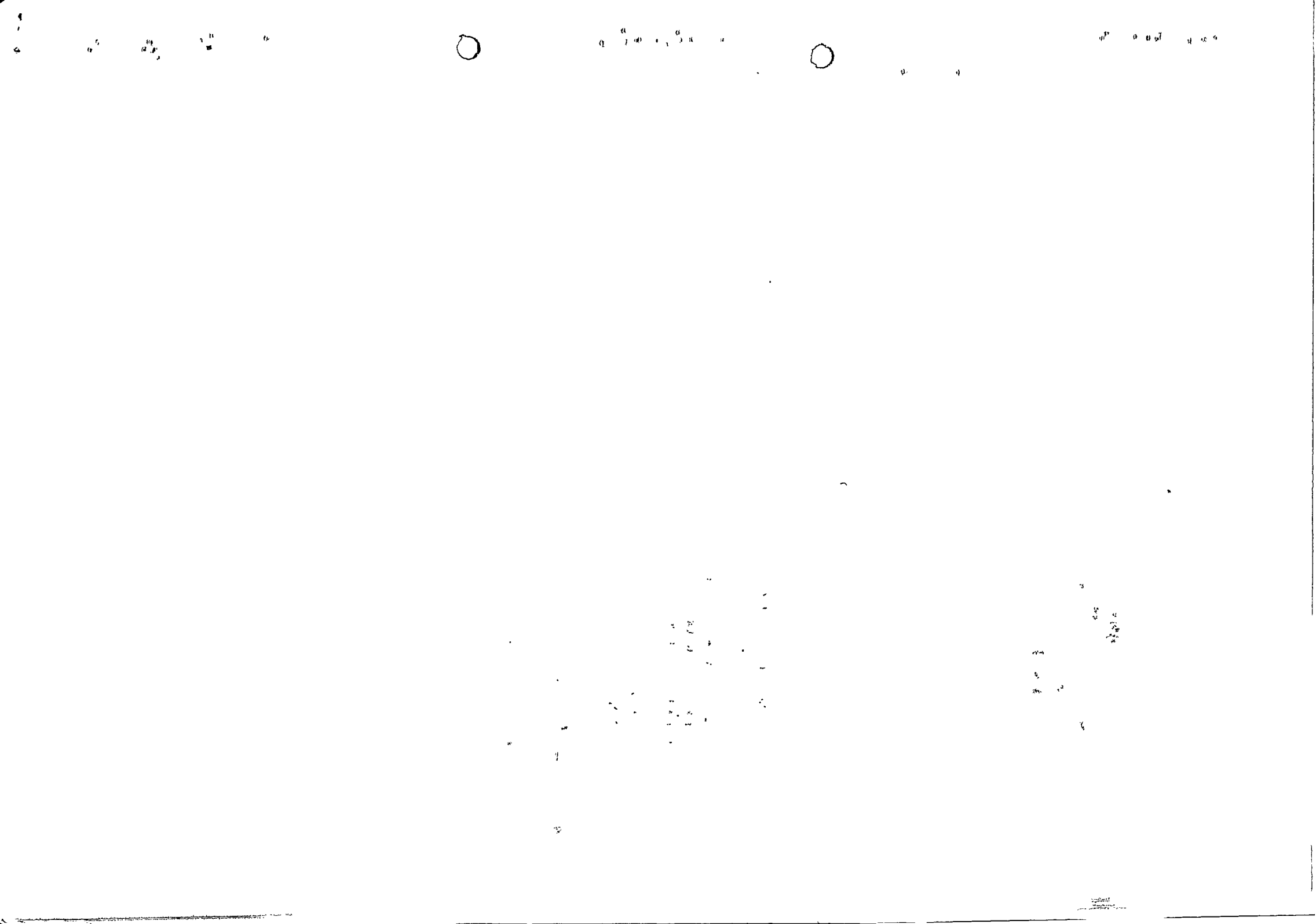






सह दुय्यम निबंधक बोरिवली-१
मुंबई उपनगर जिल्हा.





TRUE COPY

For Architectural Consultants

Partner.

Office of the
Ex. Eng. Bldg. Prop. (W.S.) P & K Wards
Dr. Babasaheb Ambedkar Market Bldg.
Kandivali (West) Bombay 400 067

– 9 DEC 2003

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO.CHE/6846/BP(WS)/AVP

To,
Shri B.R. Karmarkar,
C.A. to Owner.

Subject : Permission to occupy the completed building No.30 on plot bearing C.T.S. No. 98/A/3/1 of village Chincholi, of Gen.A.K. Vaidya Marg, situated at Yashodham, Goregaon (East).

Reference : Your Arch's letter dated 25.07.2003.

*****

The development work of building No.30 comprising of 3 level Basement + Stilt + 28 upper floors on plot bearing C.T.S. No. 98/A/3/1 of Village Chincholi situated at Yashodham, Goregaon (East) is completed under the supervision of Shri Ashok Mody, licenced Architect, having Lic. No. M/176, Shri V.M. Joshi, Licenced Structural Engineer, having Licence No.STR/J/26 and Lic. Site Supervisor, Shri Manish D. Shah, having Licence No.S/346/SS-I; may be occupied on the following conditions.

1. That the certificates U/s 270A of B.M.C.Act shall be obtained from A.E.W.W.P/South and a certified copy of the same shall be submitted to this office.

2. That all the terms and conditions of the approved layout / sub-division/amalgamation shall be complied with.

3. That the water supply for premises for which occupation is granted shall be restricted to 50% for normal requirements and no complaint for short supply of water shall be entertained in future.

A set of plan duly signed is enclosed herewith in token of approval.

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4806	42
2004	

Yours faithfully,

Ex. Engineer, Bldg.Proposal
(Western Suburbs) P & K/W Wards.

Copy to : 1. Architect, Shri Ashok Mody.
2. Asstt. Mpl.Commissioner, P/South,
3. E.E.V.,
4. Dy.A.&C.(W.S.)Bandra,
5. A.E.W.W.P/South,
6. A.H.S.(R-TII),
7. City Survey Office.

For information please.

Ex.Engr.Bldg.Proposals
(Western Suburbs) P & K/W Wards.

C:\DOCUMENTS

दुय्यम निबंधक: बोरीवली 1 (मालाड)

दस्तक्रमांक व वर्ष: 5407/2005

नोंदणी 63 म.

Thursday, February 07, 2019
1:28:05 PM

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

गावाचे नाव : चिंचवली

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) करारनामा
मोबदला रू. 2,919,750.00
बा.भा. रू. 2,633,316.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 98 वर्णनः विभागाचे नाव - चिंचवली (बोरीवली), उपविभागाचे नाव - 60/283 - रस्ता : स्वामी विवेकानंद रोड---------- सदनिका क्र 152, 15 वा मजला, धवलगिरी, स्टिल्ट+28 मजले

(3)क्षेत्रफळ (1)बांधीव मिळकतीचे क्षेत्रफळ 81.78 चौ.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/- करमरकर असोसिएटस् चे भागीदार अनिष शाह व भरत करमरकर तर्फे मुखत्यार केतन मोदी - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: यशोधाम; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: गोरेगांव पू; तालुका: -; पिन: 63; पॅन नम्बर: अे अे इ एफ के 9792 आर.
(2) मे/- गिरिष अन्ड असोसिएटस् चे भागीदार गिरीष भगतानी तर्फे मुखत्यार भगवान नंदवानी - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: पंचमार्ग ऑफ यारी रोड; ईमारतीचे नाव: पंचरत्ना; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: वर्सोवा, अंधेरी प; तालुका: -; पिन: 61; पॅन नम्बर: अे अे अे एफ जी 5053 डी.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) कुसुमाकर एम शेट्टी - -; घर/फ्लॅट नं: 91/ 9 वा मजला; गल्ली/रस्ता: -; ईमारतीचे नाव: मेघ बिल्डिंग; ईमारत नं: -; पेठ/वसाहत: यशोधाम कॉम्प्लेक्स; शहर/गाव: गोरेगांव पू; तालुका: -;पिन: 63; पॅन नम्बर: अे टी आय पी एस 2219 क्यु.
(2) सरोजिनी के शेट्टी - -; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: अे एन एस पी एस 5723 के.

(7) दिनांक करून दिल्याचा 19/09/2005

(8) नोंदणीचा 23/09/2005

(9) अनुक्रमांक, खंड व पृष्ठ 5407 /2005

(10) बाज़ारभावाप्रमाणे मुद्रांक शुल्क रू 129750.00

(11) बाजारभावाप्रमाणे नोंदणी रू 29200.00

(12) शेरा

THE SUB-REGISTRAR BORIVALI No. 1 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★ सह. दुय्यम निबंधक बोरीवली क्र. १ ★ मुंबई उपनगर जिल्हा, (वांद्रे) ★

खरी प्रत

सह. दुय्यम निबंधक, बोरीवली-१.
मुंबई उपनगर जिल्हा.

दा/भायती प्रशांत सकपाळ
वांना त्याचे ता. 06.19e
वा मजकुनुसार नकल दिली. 2030/19e
दिनांक 06/19e

दस्तलिपिक
सह दुय्यम निबंधक बोरीवली क्र. १

