



दस्तावेज क्रमांक व वर्ष: 8712/2009

Friday, December 04, 2009

दुय्यम निबंधक: सह दु.नि.का-कुर्ला 4

179

178

177



Friday, December 04, 2009

1:08:54 PM

Original

नॉदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8743

दिनांक 04/12/2009

गावाचे नाव नाहूर

दस्तावेजाचा अनुक्रमांक बदर14 - 08712 - 2009

दस्तावेजाचा प्रकार करारनामा

सादर करणाराचे नाव: कमलेश चंपालाल दोलानी

नॉदणी फी

:- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (64)

:- 1280.00

एकूण रु. 31280.00

कुर्ला : उपविभागाचे नाव 122/560 -
दस्तावेज - 650 नक्का जमिनी - फ्लॅट
दस्तावेज : सर्वोदय पाश्चात्यास नाहूर
8-75, दस्त घाटीयस नाहूर 23-25 ची

दार श्री. दुधीराय जी सह संभाजीराव कु. मु.
दस्तावेज : दस्त/पुर्वेक म. - मंगळूर पत्रिका
8- ईमारतीचे नाव: - ईमारतीचे नाव
दस्तावेज : -

मल्ली/दस्ता: 1022 ई. 7- दस्ता
नाहूर : मुलुड प. मु. 80: ईमारतीचे नाव
दस्तावेज : - दस्तावेज

मल्ली/दस्ता: मल्ली/दस्ता: ईमारतीचे नाव
दस्तावेज : - दस्तावेज

भाषणास हा दस्त अंदाजे 1:23PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.का-कुर्ला 4

भाजत मुल्य: 7839851 रु.

मोबदला: 82943000

रिलेले मुद्रांक शुल्क: 397380 रु.

यकाचा प्रकार : डीडी/घनाकर्पाद्वारे;

दस्तावेज नाव व फी: फी अंण्ट एस वेंक मु 78;

डीडी/घनाकर्पाद्वारे : 8712/2009, रक्कम: 30000 रु. दिनांक: 04/12/2009

माशोधनाच्या अधिन राहून

DELIVERED



धर्माधिका मधकळ डिडी.

दिनांक: 8/9/2009

दुय्यम निबंधक, कुर्ला-4

दस्तावेज : - दस्तावेज

दस्तावेज : - दस्तावेज

974810e
पावती 974410e



दस्तावेज क्रमांक व वर्ष: 8712/2009

Friday, December 04, 2009

12:30:40 PM

दुय्यम निबंधक: सह दु.नि.का-कुर्ला 4

सूची क्र. दोन INDEX NO. II

गावाचे नाव : नाहूर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 8,294,300.00
वा.भा. रु. 7,839,851.00

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

(1) सिटीएस क्र.: 650 वर्णना विभागाचे नाव - साहू - कुर्ला - उपविभागाचे नाव - 122/5030 -
भूभाग: सर्वोदय नगर वसाहत, सदर मिल्करी सि.टी.एस. नंबर - 650, मूळ प्लॉट नं. - 502, 5 वा मजला, 10 वी विंग, ई. 75 सर्वोदय हाउसिंग, सर्वोदय पार्कनाथ नगर, नाहूर,
मुलुंड प. मु. 80., सिटीएस नं. 650 ते 657 व 658/6, दला प्राधिकृत फ्लॉट एर 23.25 चौ
मी.

- (3) क्षेत्रफल

(1) बांधीय मिल्करीचे क्षेत्रफल 188.4 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) मेसर्स नाहूर अँड सेट इंटरप्राइजेस तर्फे भागीदार श्री. सुधीरराव व श्री. मंगलराव यांनी कु. मु.
महणून श्री. महावीर एस. वगेरीया: AAFAFN3253E - घर/प्लॉट नं. - 403/404, गुंडेबा घेंवर, एन. एम. रोड, फॉर्ट मु. 23; ईमारतीचे नाव - ईमारत नं. -
पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्बर: -

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

(1) कमलेश चंपालाल दोलानी -; घर/प्लॉट नं. -; मल्लो/रस्ता: 102 ई. 12 प्लॉट
अपार्टमेंट, जैन मंदिर रोड, सर्वोदय पार्कनाथ नगर, नाहूर, मुलुंड प. मु. 80; ईमारत नं. -
ईमारत नं. -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्बर:
AACPD0717B.
(2) योगिता कमलेश दोलानी -; घर/प्लॉट नं. -; मल्लो/रस्ता: सर्वोदय पार्कनाथ ईमारतीचे नाव:
-; ईमारत नं. -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्बर:
ABNPD9986G.

- (7) दिनांक करून दिल्याचा 02/12/2009
(8) नोंदणीचा 04/12/2009
(9) अनुक्रमांक, खंड व पृष्ठ 8712 /2009
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 397325.00
(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
(12) शेरा

सरी प्रत

8/16/11

सह-दुय्यम निबंधक कुर्ला-४.
मुंबई उपनगर जिल्हा.



मी लिहिळा
मी वाचळा
मी वजवात घेतली



नं. 461/91/11 कोरीया
पत्ता न्याये बा. 8/12/10
पर्यावृत्तार नफकळ लिडी.
दिनांक 8/12/10
8/16/11
सह दुय्यम निबंधक, कुर्ला-४.
मुंबई उपनगर जिल्हा.

अर्ज रु 9748100
पावती रु 9744100

NAHAR & SETH ENTERPRISES

Builders & Developers

REF: NSE/2012-13/502/B/E-6/

DT: 11.02.2013

To,

SHRI. KAMLESH CHAMPALAL DOLANI &

SMT. YOGITA KAMLESH DOLANI

Sarvodaya Parshwanath Nagar,

Mulund (W).

Mumbai - 400080.

Dear Sir/Madam

Ref: Earmarked Car Parking Spaces No. 62 & 63

(Sixty Two & Sixty Three) On Ground Level

At E/6 Sarvodaya Heights, Mulund (W).

You have purchased Flat No. 502 on the 5th floor 'B' wing in Building No. E/6 Sarvodaya Heights situated at S.P. Nagar Nahur, Mulund (W) under agreement for sale dated 2nd December 2009.

We hereby earmark the Car Parking Spaces No. 62 & 63 (Sixty Two & Sixty Three) on the **Ground Level** Bldg No. E/6 Sarvodaya Heights, S.P.Nagar Nahur, Mulund (W), Mumbai - 400080.

Further take notice that the said Car Parking Spaces is exclusively meant for Car Parking of vehicles owned by flat owners/occupant only. You shall pay the society maintenance and Municipal Taxes for the said Car Parking Spaces to the society as and when formed and registered. You shall abide by the rules and regulation & Bye-Laws of the Society from time to time.

Kindly confirm the above.

Thanking You,

Sincerely Yours,

FOR NAHAR & SETH ENTERPRISES

Pratibha Singh

PARTNER

I/we confirm the above

Kamlesh C. Dolani

(SHRI. KAMLESH C. DOLANI) &

Yogita K. Dolani

(SMT. YOGITA K. DOLANI)

397 3801

HDFC BANK LTD.

PART III

For the Customer
ACKNOWLEDGEMENT

Serial No.: 37355

Date: 21/12/09

Received From: Kamlesh C. Dolani

Franking Amount: 397380 + 100

Charges: 20

Total: 397500/-

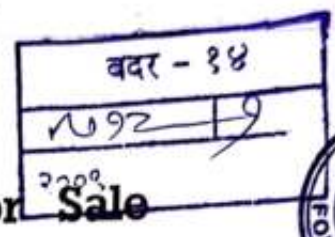
Vide P/O No. / Cash / Transfer Cheque: 85

Drawn on: P.E.S.B. 21/11/09

or Cash / Credit / Banking of document

Signature of Customer: [Signature]

I confirm that I have checked the value franked and the bank is not liable for anything related to the document.



Agreement For Sale

ARTICLES OF AGREEMENT made at Mumbai this
2nd day of December Two Thousand nine BETWEEN
MESSRS. NAHAR & SETH ENTERPRISES a Partnership firm carrying on
business as Developers and Builders having their principal place of business at
403/404, Gundecha Chambers, Nagindas Master Road, Fort, Mumbai - 400 023,
hereinafter called 'The Developers' (which expression shall unless repugnant to
the context or meaning thereof be deemed to mean and include the partners for
the time being constituting the said firm and the survivor or survivors of them and
their respective heirs, executors, administrators and assigns) of the One Part A N

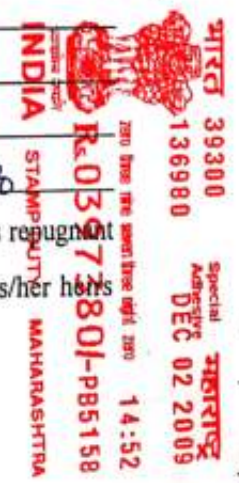
Shri/Smt KAMLESH CHAMPALAL
DOLANI & Smt. YOGITA
KAMLESH DOLANI

an India

Inhabitant residing at Flat 102 E/2 Anant
Apartment, Jain Mandir
Road Sarvodaya Parshwanath
Nagar, Nahur Mulund (W) Mumbai

hereinafter called 'THE PURCHASERS' (which expression shall unless repugnant
to the context or meaning thereof be deemed to mean and include his/her heirs
executors, administrators and permitted assigns) of the Other Part :

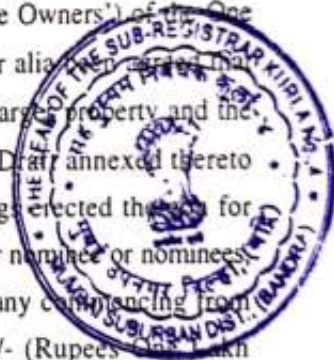
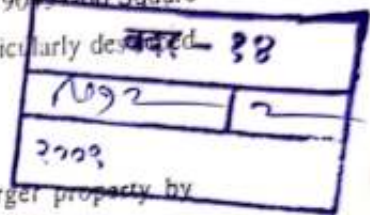
Kamlesh C. Dolani
Y. K. Dolani



These have been reviewed and recorded & signed only

WHEREAS

- (a) Maganlal Popatlal Charity and Sarvodaya Hospital Trust a Public Charitable Trust registered under the Bombay Public Trust Act, 1950 (hereinafter called 'The said Trust') is the Owner of and as such well and sufficiently entitled to and was prior to the 28th day of February, 1980 seized and possessed of all those several contiguous pieces or parcels of land or ground hereditaments and premises situate lying and being at Mulund, Pada Nahur, Taluka Kurla, District Mumbai Suburban in the Registration District and Sub-District of Mumbai City and Mumbai Sub-urban, admeasuring approximately 1,08,190 Square Yards equivalent to about 90,457.66 Square Metres (hereinafter called 'The Larger Property') more particularly described in the **First Schedule** hereunder written:
- (b) The said Trust was desirous of developing the said larger property by constructing houses, and buildings consisting of dwelling Units and to give the said larger property on lease to the Co-operative Society to be formed by the Purchasers of such dwelling Units;
- (c) By an Agreement dated 28th February, 1980 made between Shri Kantilal Maganlal, Pannalal Maganlal and Smt. Kusumben Kantilal, the Trustees of the said Trust (therein and also hereinafter called 'The Owners') of the One Part and the Developers of the Other Part, it has inter alia been agreed that the Developers shall construct buildings on the said larger property and the said Trust shall grant a Lease in the form as per the Draft annexed thereto of the said larger property together with the Buildings erected thereon for the term of 98 years in favour of the Developers or their nominee or nominees including a Co-operative Society or a Limited Company commencing from 1st July, 1982 at the monthly rent of Rs. 1,00,000/- (Rupees One Lakh only) clear of all dues to be payable in advance every month on or before 10th of every month and if the buildings are not complete and/or the lease is not executed on or before 1st July, 1982 the said sum of Rs. 1,00,000/- per month shall be payable as compensation to the said Trust from 1st July, 1982 onwards in accordance with the said Agreement dated 28th February, 1980;
- (d) By the said hereinbefore recited Agreement dated 28th February, 1980 it was agreed that the Developers shall be entitled to sell on Ownership Basis the flats, shops, garages, Units to be constructed by them on the said larger



property or any part thereof, but no obligation of any nature whatsoever of the Developers shall be incurred by the Owners for the Prospective Purchasers, Tenants, Lessees, Licensees etc., of the Developers and all the moneys received or receivable from such Purchasers shall belong to the Developers and will be received by them on their own account and the Owners shall not have any share, right, title or interest of any nature whatsoever to or in the moneys that may be received from such persons and the Owners shall not be responsible to any such persons so far as the said moneys are concerned either for refund thereof or otherwise;

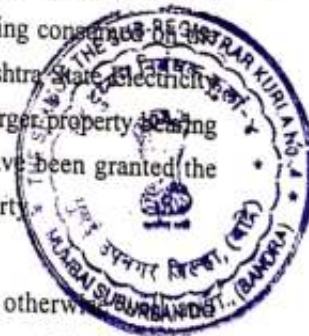
44 - 38	
1092	3

- (e) On the application made by the Owners under the provisions of Section 36(i) (b) of the Bombay Public Trusts Act, 1950, the Charity Commissioner Maharashtra State, Bombay, by his order No. J/4/295-80/2537/80 dated 9th October, 1980 as modified by the order No. J/4/295/80/31157/80 dated 28th December, 1980 accorded sanction to the Owners to develop the said larger property as more Particularly described in the said Modification Order dated 28th December, 1980 being the same as more particularly described in the First Schedule hereunder written on the terms and conditions mentioned in Exhibit 5 of the said proceedings before the said Charity Commissioner being the said hereinbefore recited Agreement dated 28th February, 1980 and directed that the Developers shall carry out the development of the said larger property by spending their own moneys and after construction of the buildings, Co-operative Societies should be formed and the said larger property being the land in question should be leased out to the said Co-operative Societies for the term of 98 years on the terms and conditions set out in the Annexure being form of the lease to the Exhibit 5 of the said proceedings before the said Charity Commissioner being the said Agreement dated 28th February, 1980 and on the terms and conditions contained in the said order dated 28th December, 1980;
- (f) The Owners have put the Developers in possession of the said larger property with full permission and authority to the Developers to develop the said larger property on the terms and conditions contained in the said Agreement dated 28th February, 1980 read with the said order dated 9th October, 1980 and 28th December, 1980 passed by the Charity Commissioner, Maharashtra State, Bombay under the provisions of Section 36 of the Bombay Public Trusts Act, 1950.



- (g) The Additional Collector and Competent Authority appointed under the Urban Land (Ceiling & Regulation) Act, 1976, (hereinafter referred to as "the said Act"), by his order bearing No. C/ULC/D-III/22/K/1796 dated 25th February 1983 has granted his permission under section 22 of the said Act to the owners to redevelop an area admeasuring 21,494 50 Sq. metres being a portion of the said larger property more particularly described in the Second Schedule hereunder written and declared an area of 60,716 66 Sq. metres land as surplus vacant land for which the developers have obtained separate permission to develop the said portion declared as surplus vacant land.
- (h) By an Indenture of Lease dated 15th June, 1991 made between the present trustees of the said Trust of the One part and the Developers of the Other Part and registered with the office of Sub-Registrar of Assurance at Mumbai under Serial No. 850 of 1991, the present trustees demised unto the Developers the property more particularly described in the Schedule hereunder written commencing from the 1st July, 1982 for a period of 98 years at the rent and on certain terms, conditions and covenants therein contained.
- (i) The portion of said property bearing CTS No. 644/1 (pt), 658/5 and 649 admeasuring 10395 sq.yards equivalent to 8690.4 sq.mts., has been handed over by the Trust to the Municipal Corporation of Greater Mumbai for the purpose of road widening and in lieu thereof the Developers have been granted the benefit of Floor Space Index (F.S.I) for being consumed on the said property. The trust has also granted to the Maharashtra State Electricity Board leasehold rights in respect of the portion of the larger property bearing CTS No. 658/4 and in lieu thereof the Developers have been granted the benefits of FSI for being consumed on the said property.
- (j) The developers are thus seized and possessed of or otherwise sufficiently entitled to develop the said larger property and the developers have already developed the various portions of the said larger property.
- (k) The Developers have obtained the floor space index (F.S.I.) by way of Transfer of Development rights in respect of the portion of the said Larger Property described in the First schedule hereunder bearing C.T.S. No. 644/3 admeasuring about 4468 sq. meters vide Development Right Certificate (D.R.C.) No. 000308 dated 12th December 2002 and the Municipal Commissioner of the Municipal Corporation of Greater Mumbai have granted permission for use of the said T.D.R. F.S.I. on the said Property more

421 - 38	
1991	5
between the present	
trustees of the Other	



particularly described in the Third Schedule hereunder and the requisite endorsement for transfer of the said T.D.R. F.S.I. on the said property more particularly described in the third schedule hereunder written is made by the Municipal Commissioner on the said D.R.C. No. 000308.

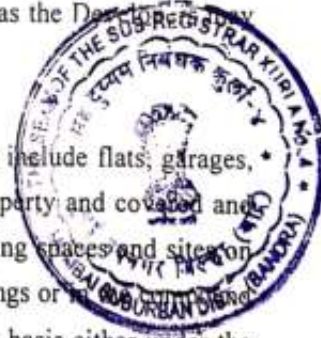
- (l) In addition to the FSI mentioned herein above, the Developers have also obtained Floor Space Index (F.S.I.) by way of transfer of development rights from various parties aggregating to 12412 sq.mts. and have submitted the revised plans to the Municipal Corporation of Greater Mumbai. The Municipal Commissioner of Greater Mumbai has granted permission to the Developers to use the said F.S.I. on the property more particularly described in the Schedule hereunder written.

बदर - ३४	
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- (m) The Developers have got prepared the plans for construction of the proposed new buildings called Building No. **E-6 Sarvodaya Heights** on the land described in Third Schedule hereunder written (hereinafter called "The said property") consisting of ground and 38th upper floors and the Municipal Corporation of Greater Mumbai have approved the said plans and issued commencement certificate No. CE/4637/PPES/AF dated 28th June 2004;

- (n) The said buildings to be constructed on the said property are to be named **E-6 Sarvodaya Heights** in "SARVODAYA PARSHWANATH NAGAR", or such other name as the Developer may decide;

- (o) The Developers will be selling the premises which include flats, garages, open terraces in the said buildings on the said property and covered and open parking spaces on the said portion and hoarding spaces and sites on the outer walls on the open terrace of the said buildings or any part thereof of the said portion on what is known as ownership basis either under the Maharashtra Ownership Flats Act, 1963 or Maharashtra Apartments Ownership Act, 1971 or any other Act for the time being in force relating to sale of premises on Ownership Basis with a view that ultimately the purchasers of all such premises including the Purchaser herein should form themselves into either a registered Co-operative Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or incorporate an Association of Apartment Owners under the Maharashtra Apartment Ownership Act, 1971 or a company under Companies Act, 1956 and upon the purchasers of all such premises in the said building on the said property



Kamlesh C. Dotani

Y.F. Dalvi

paying in full all their respective dues payable to the Developers and strictly complying with all the terms and conditions of their respective agreements with the Developers in a form similar to this agreement (with such consequential modifications as may be necessary) the Developers shall obtain from the Owners and shall themselves execute a Lease and other assurances necessary, if any, directly in favour of such Co-operative Society or Association of Apartment Owners or Limited Company or obtain from the Owners and shall themselves make a declaration and other assurances under the provisions of the Maharashtra Apartment Ownership Act, 1971 as the case may be;

बदर - १४	
1092	E

- (p) Separate agreements will be entered into by the Developers with each of the persons who agrees to purchase such premises on what is known as ownership basis in a form similar to this agreement but with such consequential modifications therein as may be necessary. The Purchaser has before entering into this agreement demanded from the Developers and the Developers have given full free and complete inspection to the Purchaser of the said hereinbefore recited Agreement dated 28th February, 1980 made between the Owners and the Developers as also the title deeds and the extracts of records of rights and the Property Register Card and the order No. I/4/295-80/25237/80 dated 9th October, 1980 and modification order No. I/4/295/80/30157/80 dated 20th December, 1980 both passed by the Charity Commissioner, Mumbai, and the approved building plans and the Intimation of Dis-approval (I.O.D.) granted by the Municipal Corporation of Greater Mumbai, which the purchaser hereby admits, records and confirms and he also further admits, records and confirms that he/she has taken full free and complete inspection of all the said papers and is fully satisfied with the same.



- (q) The Certificate of Title is issued by MESSERS. KANGA & COMPANY, Advocates and Solicitors of the Developers in respect of the title of the Owners to the said property and a copy thereof is hereto annexed and marked as Annexure 'A'. The copies of the city survey property register cards of the said property, the said D. R. certificates and the Commencement certificate are annexed here to and marked as Annexures "B-1 to 13", "C" and "D" Respectively;
- (r) The Developers have entered into a standard agreement with an Architect registered with the council of Architects in the manner prescribed by the council of Architects;

- (s) The Developers have appointed a structural Engineer for the preparation of the structural design and drawings of the building/s;
- (t) The Developers accepts the professional supervision of the said Architects and the Structural Engineer till the completion of the building/s on the said property;
- (u) Prior to the execution of these presents as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976, the Purchaser has made a declaration to the effect that neither the purchaser nor the members of the family (family as defined under the Urban Land (C & R) Act of 1976) of Purchaser own a tenement, house or building within the limits of Greater Mumbai;
- (v) Under Section 4 of the above said Act, the Developers are required to execute a written agreement for sale of the said flat to the Purchaser, being in fact these presents and also to register said agreement under the Registration Act;
- (w) The Purchaser, with due notice of what is stated hereinabove and after having satisfied himself/herself with all the documents and papers of which he/she has taken full free and complete inspection, has agreed to purchase and acquire from the Developers Flat No. 502 on the 5th Floor in 'B' wing with the ^{Twp. Podium} Garage/Covered/open parking space No. — / Hoarding space No. — /open Terrace in the said Building to be called "**E-6 Sarvodaya Heights**" in SARVODAYA PARSHWANATH NAGAR which is being constructed on the said property described in Third Schedule hereunder written (hereinafter referred to as the said premises) at the price and upon and subject to the terms and conditions hereinafter contained.

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NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

The Developers shall, under normal conditions and subject to the availability of the required building materials construct and complete the said buildings on the said property more particularly described in the Third Schedule written

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M. K. Dolani

as per the said approved plans, designs and specifications seen and approved by the Purchaser, with such variations and modifications as the Developers may consider necessary or may be required by any public authority to be made in them, but so as not to reduce the total area of the said premises hereby agreed to be acquired by the Purchaser. The Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans.

2. The Purchaser hereby agrees to purchase the said Flat No. 502 on 5th Floor in B wing with the ^{Two podium} Garage/covers/open parking space No. — Hoarding space No. — Open terrace in the building known as **E-6 Sarvodaya Heights** to be constructed on the said property (the said building) as per the plans and specifications seen and approved by him/her/it/them and plan annexed hereto and marked Annexure "E" in the said Building called " **E-6 Sarvodaya Heights** " in SARVODAYA PARSHWANATH NAGAR which is being constructed by the Developers in the said property more particularly described in the Third Schedule hereunder written at or for the price of Rs. 82,94,300/- (Rupees Eighty two Lakh ninety four Thousand Three Hundred only —).

The price mentioned above is inclusive of Rs. — being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Fourth Schedule hereunder written. The built up area of the Flat is 2026.75 Sq. feet and measurement of common areas and facilities is — Sq. feet. The built up area of the flat is

188.40 sq. mtrs. 2 podium parking space 23.25 sq. mtrs.

3. The purchaser agrees to pay to the Developers the said consideration or purchase price of Rs. 82,94,300/- as under :-

- (a) By payment of Rs. 10,00,000/- (Rupees Ten Lakh only) as Earnest Money Deposit on the execution of this Agreement;
- (b) By making the following part payment towards the balance of purchase price which shall be payable in the manner and by the instalments specified below :-

- (1) Rs. 30,00,000/- on or before the 15th December 2009 on the plinth of the said building being constructed;
- (2) Rs. 30,00,000/- on completion of 1st slab 31st December 2009
- (3) Rs. —/- on completion of 2nd slab

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Y.K. Dolani



- (38) Rs. 200000/- on completion of 37th slab
- (39) Rs. 200000/- on completion of 38th slab
- (40) Rs. 200000/- on completion of 39th slab
- (41) Rs. 200000/- on completion of 40th slab
- (42) Rs. /- on completion of
- (43) Rs. /- on completion of
- (44) Rs. /- on completion of
- (45) Rs. 94300/- being the balance purchase price within seven days from the date of which the Developers give to the purchaser written intimation that said premises are ready for occupation irrespective as to whether the purchaser takes possession thereof or not. The time for each of the aforesaid payments as well as other payments to be made by the purchasers to the Developers shall be of essence of the contract.

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The list of specifications and amenities to be provided in the flat/shop/ garage/parking space agreed to be purchased by the purchaser is described in the Fourth Schedule hereunder written.

4. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the purchaser, obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the flat.



5. The Developers have informed the Purchaser that the Floor Space Index of the said larger property is not utilised elsewhere and the Floor Space Index of the another portion of land bearing C.T.S. No. 644/3 out of the said larger property as also other additional FSI as specified in paragraph 'L' above are utilised on the said property. The developers have further informed the purchaser that the developers intends to consume on the said property Transferable Development Rights of other portion of the larger property to the extent permitted by the Municipal Corporation.

Kamlesh. C. Dolani
 Y. K. Dolani -

purchasers including the purchaser herein in proportion to the purchase price of their respective flats, shops and other premises.

52. The Purchaser agrees and binds himself to pay to the Developers his/her provisional monthly contribution of Rs. 6000/- per month towards the aforesaid sums referred to in clause 13 from the date as provided hereinabove in advance till such time as the said property is transferred to a Co-operative Society or the Association of Apartment Owners or Limited Company as the case may be and he/she shall not withhold the same for any reason whatsoever.
53. If for any reason prior to the completion of the said building and the receipt by the Developers of the total consideration money receivable by them the Indenture of Lease is executed in favour of the Co-operative Society or Association of Apartment Owners or Limited Company or the Purchaser herein as the case may be and if on the date of such Indenture of Lease or Declaration or Deed of Apartment of such building and structures, or premises are not fully constructed and/or completed and/or if such building and/or any portions of the said property has or have not been disposed of by the Developers or the Developers have not obtained in full the consideration money receivable by them from all the persons who obtain the premises in the said property then and in any of such events the Developers shall have the right to construct and complete the said building and to dispose of the unsold premises on the said property and to receive the consideration money even though such Indenture of Lease is obtained in favour of the Co-operative Society or Association of Apartment Owners or Limited Company and adequate provisions for the above shall be made in the Indenture of Lease or any other assurances.

54. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post under certificate of posting at his/her address specified below:

Shri Kamlesh Champalal DOLANI

Smt. Yashita Kamlesh DOLANI

Flat 102 E/2 Ahant Apts, Sarvodaya Darshanwadi,

Nagar Nahar Mulund (West) Mumbai-401080.

Telephone No. 9320420527

Kamlesh. C. Dolani

M. K. Dolani

THE FIRST SCHEDULE HERE IN ABOVE REFERRED TO

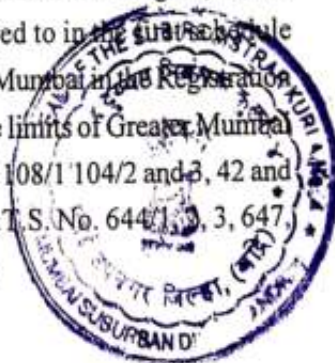
All that piece or parcel of land ground with structures standing thereon admeasuring 1,08,190 sq. yards or thereabouts equivalent to 90457.66 sq. meters or thereabouts situate at village Pada Nahur, Mulund Mumbai in the Registration sub-District of Bandra District Mumbai suburban within the limits of Greater Mumbai Municipal Corporation bearing the following survey numbers :-

Paradi No. :	S. No. :	H. No. :	A.G. :	Sq. Yds.
1	---	---	2-36-0	14036
6	---	---	0-38-0	4598
	41	3	0-8-4	998
	42	1	2-8-8	10708
	103	1	2-19-4	12009
	104	2	1-34-4	8984
	105	1	2-28-8	13128
	106	---	0-16-12	2027
	107	---	0-35-0	4235
	108	1	6-29-0	32549
	43	---	1-8-0	5808
	110	4	0-7-8	5808

and C.T.S. No. 644/1, 2, 3; 647, 647/1 to 2, 648, 648/1, 649, 650, 651, 652, 653, 654, 654/1 to 3, 655, 655/1, 656, 657, 658, 658/1, 4, 5, 6, 11.

THE SECOND SCHEDULE HERE IN ABOVE REFERRED TO

All that piece or parcel of non-vacant land or ground admeasuring 29,741.50 sq. metres or thereabouts out of the larger property referred to in the first schedule hereinabove written situate at village Pada Nahur, Mulund Mumbai in the Registration sub-District of Bandra District, Mumbai suburban within the limits of Greater Mumbai Municipal Corporation and being part of survey nos. 107, 108/1 104/2 and 3, 42 and 41/3 mentioned in the First Schedule hereinabove and C.T.S. No. 644/1, 2, 3, 647, 647/1 to 2, 648, 648/1, 649, 658, 658/1, 4, 5, 6 and 11.



THE THIRD SCHEDULE HERE IN ABOVE REFERRED TO

All that piece or parcel of non-vacant land or ground admeasuring 27671.50 sq. mtrs. or thereabouts situate at village Pada Nahur, Mulund, Mumbai in the Registration Sub-District of Bandra District Mumbai Suburban with the limits of Greater Mumbai Municipal Corporation and being part of Survey Nos. 41/3, 42/1, 43, 103/1, 104/2, 105/1, 106, 107, 108/1, Pardi No. 1 and 6 CTS No. 650, 651, 652, 653, 654, 654/1 to 3, 655, 655/1, 656, 657, 658/6 out of larger property mentioned in the First Schedule hereinabove together with the benefit of F.S.I. of land bearing C.T.S. No. 644/3 admeasuring 4468 sq. mtrs.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year

SIGNED SEALED AND DELIVERED

BY THE WITHINNAMED MESSRS

NAHAR & SETH ENTERPRISES)

BY THE HAND OF THEIR PARTNER)

SHRI Prithviraj v. Seth

For NAHAR & SETH ENTERPRISES

Prithviraj v. Seth

Partner

IN THE PRESENCE OF

SIGNED SEALED AND DELIVERED

BY THE WITHINNAMED PURCHASERS)

SHRI/SMT/MESSRS. Kamlesh

Champalal Dolani &

Smt. Yogita Kamlesh

Dolani

IN THE PRESENCE OF

Gordhan
Gordhan



W I N G - B
1st TO 4th, 6th TO 12th
14th TO 20th & 22nd FLOOR PLAN

