

3

MUMBAI - FIRM

SATGURU DRISHTI

Valji Ladha Road, Mirani Nagar, Mulund (W), Mumbai - 400080.

Mr. BHAGWATI N. JAIN &

Mrs. SHEELA B. JAIN

AGREEMENT FOR SALE

FLAT NO. 801 ON 8th FLOOR

25/05/2017
2020
11/05/2017
26,89,115

R. S. PARYANI & CO.
(TAX CONSULTANTS)
Property Matters Stamp Duty Registration
206, Shivkripa Comm. Centre, Thane (W),
Tel.: -5592 1094 Mob.: 93222-92230



Thursday, May 24, 2005

12:15:53 PM

Original

मोदणी 39 म.

Page 39 M

पावती

पावती क्र. : 3337

दिनांक 26/05/2005

पावतीचे पाव मुल्य

दस्तावेजाचा अनुक्रमणिका घट्टर14 - 03331 - 2005

दस्तावेजाचा प्रकार करारनामा

सादर करणाराचे नाव: भगवती एन. जैन - -

मोदणी फी

:- 25900.00

नवकल (अ. 11(1)), पृष्ठांकनाची नवकल (अ. 11(2)),
रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (90)

:- 1800.00

एकूण रु.

27700.00

DELIVERED

सापणामा या दस्त अंदाजे 12:50PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-कुर्ला 4

वाजार मुल्य: 2583273 रु.

मोबदला: 2548300

भरलेले मुद्रांक शुल्क: 113000 रु.

दस्तावेजा प्रकार: डीडी/घनाकर्षाद्वारे;

वेळी नाव व पत्ता देना वेळ मु. 60;

डीडी/घनाकर्षा क्रमांक: 426790; रक्कम: 25900 रु.; दिनांक: 26/05/2005

दुय्यम निबंधक कुर्ला क्र. 8
संपर्क उपनगर जिख्दा.

DELIVERED

for arch

R. S. PARYANI & CO.

(TAX CONSULTANTS)

Property Matters Stamp Duty Registration

206, Shivkripa Comm. Centre, Thane 1.1.1.

Tel.: 5592 1094 Mob.: 93222-92230



ICICI BANK LTD FRANKING DEPOSIT SLIP

Customer Copy		
Deposit By:	Date:	
Pay to:	Acet Stamp Duty Mumbai	
Franking Value	Rs.	113,000/-
Service Charges	Rs.	12
Total	Rs.	113,012
Name of Stamp duty paying party: Bhagwanlal Jain		
Received With Thanks R. 1,13,000/- towards Payment of Stamps Duty		
DD / Cheque No.		
Drawn on Bank ICICI Bank		
(For Bank's Use only)		
Tran ID		
Franking Sr. No.	AS745	
Officer		

वद-१४
3329 19
२००५



AGREEMENT

THIS AGREEMENT made at MUMBAI this the 26th day of May, Two Thousand Five between **SATGURU-KNS CONSTRUCTIONS PRIVATE LIMITED.**, a Company incorporated under the Companies Act, 1956 having its Office at 503, Navrang Arcade, Naupada road, Thane (West), - 400 602, hereinafter called

ICICI Bank Ltd. Plot No. 95, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

"the DEVELOPERS" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in title and assigns) of the One Part;

बदल-१२
१३३७
२००९

AND

MR./MS./M/S. BHAGWATI N. JAIN - AGE 37 years
& MS SHEELA B. JAIN - Age 31 years, residing at 1
having office at MUMBAI

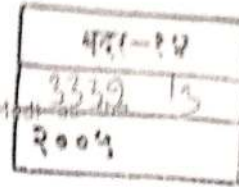
_____ hereinafter called
"the PURCHASER/S" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns and in case of firm, the partners/proprietors of the firm and their respective heirs executors administrators and permitted assigns) of the Other Part.



WHEREAS one Tricumji alias Trikamji Juthabai Mirani (hereinafter referred to as "the said Deceased"), during his lifetime was absolutely seized and possessed of or otherwise well and sufficiently entitled to certain pieces or parcels of lands or grounds situate at Mulund which are presently abutting to Ganesh Gawade Road, Dr. Ambedkar Road and Valji Ladha Road and bearing Plot Nos. 143, 144, 145, 150, 151 & 152 of Survey No.1000, corresponding to CTS No. 1314, 1314/1 to 122 totally admeasuring. 9755.9 sq. meters or thereabouts, (after deducting 268.94 sq. metres of set back area from the total area of 10024.84 sq. Mts.) together with buildings and structures standing thereon and more particularly described in the First schedule hereunder written (hereinafter referred to as "the said entire property").

AND WHEREAS the said deceased died at Bombay (now Mumbai) on 30th September 1968, after having made and published, during his lifetime, his last Will and Testament dated 2nd December, 1967, whereunder he appointed Mr. Chandrakant T. Mirani, Mrs. Ramabai Trikamji,

Mrs. Chandrabala Prafulchandra Palan and Mr. Ramesh N. Modi
executors of the said Will.



AND WHEREAS the said deceased, died, leaving, his widow, the said Ramabai Trikamji Mirani, his son Mr. Chandrakant T. Mirani and four daughters (i) Mrs. Chandrabala Prafulchandra Palan, (ii) Mrs. Madhubala Arvind Thakkar, (iii) Mrs. Arun S. Chadda and (iv) Mrs. Jyoti S. Bishir, as his only heirs according to the law of intestate succession by which he was governed at the time of his death.



AND WHEREAS the said Mrs. Ramabai Trikamji, Mrs. Chandrabala Prafulchandra Palan, and Mr. Ramesh N. Modi renounced their executorship of the said Will, and consequently Mr. Chandrakant T. Mirani, remained the only person to act as the sole executor of the said Will (herein referred to as "the Executor").

Handwritten signature/initials

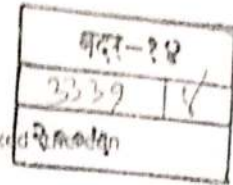
AND WHEREAS on a petition being T. & I. J. Petition No. 303 of 1979, filed by Mr. Chandrakant T. Mirani, the Executor, in the Hon'ble High Court of Bombay, probate of the said Will dt. 2nd December, 1967 was granted to the Executor on 31st March, 1986.

AND WHEREAS after obtaining the Probate of the said Will, the Executor being the sole proving Executor is administering and managing the estate of the said deceased in accordance with the provisions of the said Will and the directions given by the deceased in the said Will.

AND WHEREAS the tenure of the said entire property is converted to Non Agricultural user, by virtue of N. A. Order passed by the Collector, Mumbai Suburban District, dated 18th December, 2003 bearing no. C/DESK-II-D/LMD/NAP/SR K 591, subject to the terms and conditions therein mention.

4

A xerox copy of the said order is annexed hereto and marked "Annexure"1".



AND WHEREAS the Executor had fully utilized the potential of development of the said entire property and there is no possibility to further develop the said entire property except by demolishing the existing structures and further development under the provisions of the T. D. R. rules of the Municipal Corporation of Greater Mumbai by utilizing on the said entire land by purchasing from open market the T D R generated from some other property and loading the same on the said entire property and/or at such place/s as may be designated by the Executor for such construction in the said entire property, subject to the rules and regulations as provided in the Development Control Rules of the Municipal Corporation of Greater Mumbai.



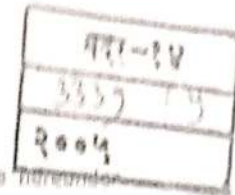
Handwritten signature and initials.

AND WHEREAS since the development as contemplated by the Executor was by demolishing the existing structures, the Executor had obtained necessary permission of Additional Collector & Competent Authority ULC, Greater Mumbai u/s 22 of the said ULC Act. Vide his letter dt. 26-12-2000 bearing no. C/ULC/D/III/22/6616 which is annexed hereto and marked Annexure "2".

AND WHEREAS on a portion of the said entire property, which portion is more particularly described in the Second Schedule hereunder written (herein referred to as "**THE SAID PROPERTY**"), there were two buildings standing known as T. J. Hall building, which was in possession of the Executor and another building known as Hem kunj, which was occupied by various tenants.

AND WHEREAS the Executor was desirous to develop the said entire property in two phases in accordance with the Development Control Rules and Regulations of the Municipal Corporation of Greater Mumbai (MCGM) and in the 1st phase, the executor is desirous of constructing a new building on the





said property more particular described in the second schedule hereunder written being a portion out of the said entire property after demolishing the said two buildings viz T. J. Hall building and Hem Kunj building and by consuming the balance F.S.I. available in respect of the said entire property, i.e. the F.S.I. which becomes available due to the demolition of the said two buildings T. J. Hall building and Hem kunj building and by consuming the F.S.I which is available and/or permitted to be constructed on the said entire property in accordance with Transferable Development Rights' Rules as provided under the Development Control Rules and Regulations of the Municipal Corporation of Greater Mumbai by way of purchase of the F.D.R/S attributable to the said entire property as is permitted to be consumed on the said property more particularly in the second schedule hereunder written (hereinafter referred to as "THE SAID DEVELOPABLE AREA").



AND WHEREAS in pursuance of the aforesaid desire, the Executor had submitted Building proposal together with the building plans to the Municipal Corporation of Greater Mumbai, for its approval, in respect of the construction of the proposed building on the said property as per the above said Developable area available.

AND WHEREAS the Municipal Corporation of Greater Mumbai, has approved the building plans for construction of a building on the said property vide IOD letter No.CE/4650/BP(ES)AT dated 11th November 2002 a copy of the said IOD letter is annexed hereto and marked Annexure "3".

AND WHEREAS by and under the Agreement for Development dated 04/10/2002 and entered into between the Executor therein also called the Executor of the one part and the Developers herein therein also called the "Developers" of the other part duly registered with Sub-Registrar of Assurances, at Chembur, under serial no. BDR-7/7201/2002 book no. 1, on 08/10/2002, the Executor has granted unto the Developers, the development

427-28	
333	2
2884	

rights of the Developable area in respect of the said entire property by constructing in two phases two buildings on the said entire property and in phase I one building on the said property in accordance with the plans that are approved by the MCGM with such changes / modifications / amendments etc. together with other rights at and for the consideration and upon the terms and conditions therein mentioned.

AND WHEREAS in pursuance of the said Agreement for Development dated 04/10/2002, the Executor has also executed an Irrevocable Power of Attorney dated. 07/10/2002 and registered with the sub-registrar of Assurance, Kurla under serial no. BDR-7/7203/2002 in favour of (1) Mr. Anoop P. Babani, (2) Mr. Ashok P Babani and (3) Mr. Ishwar Khatwani, interalia authorising the said attorney to act jointly and/or severally, and to do perform and carryout such acts, deeds, matters and things, concerning and relating to the said developable area in respect of the said entire property as therein mentioned.



AND WHEREAS by the said Development Agreement dated 04/10/2002 the Executor has also permitted the Developers a right to further develop the said entire property and construct buildings thereon as also to dispose of flats, shops, tenements therein to prospective buyers for such consideration and on such terms and conditions as the Developers may in that sole and absolute discretion deem fit, proper and appropriate to receive and recover such considerations and all other monies from the purchasers thereof.

AND WHEREAS in pursuance of the development rights granted by the Executor to the Developers herein, the Developers are entitled to construct on the said property, building in accordance with the plans that are being approved/that may hereafter be revised and reapproved by the Municipal Corporation of Greater Mumbai with such changes/modifications/amendments

44-24	
332	U
2004	

etc., as may be required by the Municipal Corporation of Greater Mumbai and/or any other authorities, at any time hereafter.

AND WHEREAS in pursuance of the said Development Agreement dated 04/10/2002 the Executor has got various tenements in the said building term Kunj vacated, by accepting surrender of tenancies from all the tenants and thereafter has handed over vacant and peaceful possession of the said building to the Developers herein to enable the Developers to demolish the same and construct a new building thereon.



AND WHEREAS the Executor has under the said Agreement for Development dated 04/10/2002 agreed to grant Lease of the said property (more particularly described in the second schedule hereunder written) together with the building that will be constructed thereon by the Developers, to the Developers and / or to their nominee/nominees including a Co-operative Housing Society, that will be formed in respect of the said building at the annual rent calculated @ 5 paise per sq. ft., per month of built up area as mentioned in the Proforma 'A' of the finally approved Building Plans (i.e. excluding the balcony area, staircase area and lift of well area and) upon the terms and conditions mentioned in the said Development Agreement dated 04/10/2002. The first of said rent shall become payable after six months of the Developers obtaining the Occupation Certificate in respect of the said building. The said rent is to be paid on yearly advance basis, to the Executor, as per the terms and conditions of the proposed Lease deed. The said lease shall be in perpetuity and the period of each Lease shall be of 98 Years and at the end of each of such period the Lease shall be extended for next period of 98 Years with the increased rent of 50% above the immediate previous period rent for the renewed next term of 98 years. A copy of the draft of the Lease Deed in respect of the Lease to be granted by the Executor in respect of the said developable area and the said property more particularly described in the

second schedule hereunder written to the Developers and/or their nominees and/or assigns including a Co-operative society and or such other body as the Developers may nominate and/or assign is annexed hereto and marked Annexure "4" and the same will be executed subject to relevant modifications/changes as may be found required and necessary, as per the law and the rules for the time being in force and as on the basis of the facts and considerations of the case for the time being prevailing.

44-72
3339
2003



AND WHEREAS the Developers have appointed M/s. DINESH DRA ASSOCIATES, Architects registered with the Council of Architects as also M/s MANDVIWALA QUTUB & ASSOCIATES an Architect registered with the Council of Architects, to prepare designs, plans, specifications, details etc and M/S EPICONS CONSULTANTAS PVT. LTD. as the RCC Consultants to prepare designs and details in respect of the said proposed development on the said property, and the Developers accept the services and supervision of the said Architects and the said Structural Engineer till the completion of the construction of said building.

Handwritten signature and initials.

AND WHEREAS the title of the Executor in respect of the said entire property, was investigated and verified by M/S HAKHCHAND AND CO., Advocates and Solicitors. And the said M/S HAKHCHAND AND CO., Advocates and Solicitors, have by and under the Certificate of Title Dt. 19th October 2003, certified the same to be clear, marketable and free from all kinds of encumbrances as therein mentioned. (Annexed here with, as Annexure "5" is the copy of the Certificate of Title DT. 19th October 2003 issued by M/S HAKHCHAND AND CO., Advocates and Solicitors).

AND WHEREAS the said Development Agreement Dt. 04/10/2002 as referred hereinabove, is still valid and subsisting and the same is neither terminated cancelled nor rescinded nor revoked in any manner whatsoever.

47-12
3339 18
2004

AND WHEREAS pursuant to the said Agreement for Development dated 04/10/2002, the Developers are entitled to construct a new building on the said property more particular described in the second schedule hereunder written being a portion out of the said entire property after demolishing said two buildings viz T. J. Hall building and Hem Kunj building and by consuming the balance F.S.I. available in respect of the said entire property, i.e. the F.S.I. which becomes available due to the demolition of the said two buildings T. J. Hall building and Hem kunj building and by consuming F.S.I which is available and/or permitted to be constructed on the said entire property in accordance with Transferable Development Rights Rules as provided under the Development Control Rules and Regulations of the Municipal Corporation of Greater Mumbai by way of purchase of the TDR/ FSI attributable to the said entire property as is permitted to be consumed on the said property more particularly in the second schedule hereunder written.



Handwritten signature and initials.

AND WHEREAS the Developers have at present purchased T. D. R to the extent of 1780 sq. mtrs. to be utilized and consumed in the construction of the said new building vide

- i) D.R.C. certificate No. SRA/247/Rehab for the area of 280 sq. mtrs.
- ii) D.R.C. certificate No. SRA/361/Const for the area of 1400 sq. mtrs.
- iii) D.R.C. certificate No. SRA/082/Const for the area of 100 sq. mtrs.

AND WHEREAS in pursuance of the Plans, designs, specifications etc submitted to the Municipal Corporation of Greater Mumbai, for the development on the said property, the Municipal Corporation of Greater Mumbai had issued the Commencement Certificates bearing No. CE/4650 dated 6-8-2003 thereby permitting the Developers to commence the construction of the new building. Xerox copy of the said Commencement Certificates is annexed hereto and marked as Annexure "6".

बदा-१३
5539 DO
२००५

AND WHEREAS in pursuance of the said commencement certificate the Developers after demolishing the said two building T. J. Hall Building and Hem Kunj Building, commenced the construction of the new building to be named as "SATGURU DRISHTI" on the said property in accordance with the Municipal building plans that are approved or that may hereafter be revised and reapproved.

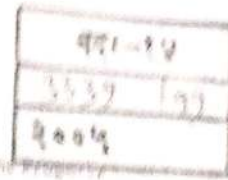


AND WHEREAS In the circumstances the Developers alone have exclusive and absolute right to develop the said entire property by using and utilizing the developable area on two portions of the said entire property, one being the said property, more particularly described in the Second Schedule hereunder written. The development of the said entire property shall be by constructing two buildings one on the said property more particularly described in the Second Schedule here under written, as per the developable area available for construction in respect of the said entire property in accordance with the approved Municipal plans. The Developers, alone have absolute right to sell transfer and deal with and dispose of the flats/garages/open-covered car parkings etc., in the said building being constructed by the Developers herein, and also to enter into agreements with the purchasers of flats/garages/open-covered car parking etc., and to receive/recover the sale proceeds and other amounts in respect thereof.

Handwritten signature and initials.

AND WHEREAS the Developers have given to the Purchaser/s the inspection of all the documents of title relating to the said entire property and the plans, designs and specifications etc as prepared by the said RCC Consultants and Architects and which are at present approved by the Municipal Corporation of Greater Mumbai and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 (hereinafter for brevity's sake referred to as "the said Act") and

the rules made thereunder. The revenue records being the relevant property
Cards Extract showing the name of the said Executor as also evidencing his
title to the said entire property are annexed hereto and marked
Annexure "7"



AND WHEREAS in the circumstances the Purchaser/s has/have requested the
Developers to sell to the Purchaser/s a flat bearing No. 801 measuring
98.84 sq. ft. carpet/built up area situated on the 8th floor of wing
--- of the said building to be known as **SATGURU DRISHTI**
hereinafter for brevity's sake referred to as "the said Flat") and more
particularly described in the third schedule hereunder written is shown in red
colour boundary lines on the plan thereof hereto annexed and marked as
Annexure "8" being constructed by the Developers on the said property.



Handwritten signature/initials
✓

AND WHEREAS pursuant to the resolution passed by the Developers'
company on 8th January, 2005 in its meeting of Board of Directors Mr. Anoop
P. Babani and Mr. Ishwar P. Khatwani, the two directors of the Developers'
company are jointly or severally to sign this agreement for and on behalf of
the Developers' company and also to do all things and deeds that re required
to be done to get this agreement registration. The copy of the said resolution
is annexed hereto marked as Annexure "9".

ANDWHEREAS under Section 4 of the said Act, the Developers are required
to execute an Agreement for Sale of the said flat no 801 with the
Purchaser/s after the Purchaser/s has/have paid Stamp Duty as per the
provisions of the Bombay Stamp Act, 1958 and accordingly the parties hereto
have agreed to sign and execute this agreement on the terms and conditions
herein contained as hereinafter appearing.

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



44-14
2017
2017

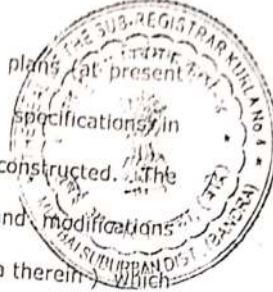
1. The Developers shall construct the said building to be known as "SATGURU DRISHTI" on the said property more particularly described in the Second Schedule hereunder written in terms of the developable area of the said entire property in accordance with the plans, designs, specifications, etc which are at present approved and which may hereafter be approved or revised modified and reapproved by the Municipal Corporation of Greater Mumbai (herein referred to as "MCGM") with only such variations and modifications as the Developers may consider necessary to be made in them or any of them provided that the Developers shall obtain consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the said Flat hereby agreed to be purchased by the Purchaser/s. PROVIDED HOWEVER if such variations and modifications are required to be carried out by the concerned local authority/government, then and in that event, the Developers are not required to obtain any consent of the Purchaser/s in respect of such variations and modifications, PROVIDED FURTHER in case of variations and modifications required by the Local authority and/or government are adversely affecting the said Flat hereby agreed to be purchased by the Purchaser/s then and in that event the Developers shall within a period of 15 days from the date of such variations and modifications intimate to the Purchaser/s such variations and modifications and seek his/her/their post consent that whether in spite of such variations and modifications the Purchaser/s is/are willing to continue with the agreement or desirous to put an end to this agreement. The Purchaser/s shall inform about his/her/their desire to terminate this agreement within a period of 15 days from the date of receipt of intimation from the Developers. In case if no reply is received by the Developers, within 15 days of intimation, it will be deemed that the Purchaser/s has/have consented to such variations and modifications.

2. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the

44-12	
2332	63
20/11/18	

Developers to the said property, the developable area & the property and he/she/they shall not be entitled to further investigate the title of the Developers and no requisitions or objections shall be raised on any matter relating to the title at any time here after.

3. The Purchaser/s has/have seen the building plans (at present approved by the M C G M) as also the particulars of the specifications in accordance with which the said building is to be constructed. The Developers shall be entitled to make such variations and modifications in the building plans (including change of users of the area therein) which shall not make variations and modifications to the plan of the said Flat hereby agreed to be sold by the Developers to the Purchaser/s unless such variations and modifications are carried out at the instance of the concerned local authority and/or government.



[Handwritten signature]

4. The Purchaser/s hereby agree to purchase from the Developers and the Developers hereby agree to sell to the Purchaser/s, the said flat 801 on the 8th floor admeasuring 91.84 sq. ^{mts} ~~ft~~, of built up area in the building to be known as **SATGURU DRISHTI** and more particularly described in the third schedule hereunder written which flat is shown in red colour boundaries lines on the plan thereof hereto annexed and marked Annexure "8" (hereinafter for brevity's sake referred to as "the said Flat") at or for the lump sum price of Rs. 25,48,500/- (Rupees Twenty five lakh forty eight thousand five hundred only) and at the price of Rs. (Rupees only) towards proportionate price of the common areas and facilities appurtenant to the said Flat. The Purchaser/s has/have on or before the execution of this agreement, paid to the Developers a sum of Rs. 51000/- (Rupees FIFTY ONE THOUSAND Only) being the amount of earnest money or deposit (the payment and receipt whereof the Developers do hereby admit and acknowledge). The Purchaser/s shall pay to the Developers the balance of the purchase price in the following installments :-

4/11/18
3337/18
200's

- (a) Rs. 198000/- (Rupees one million nine eighty eight thousand Only)
on completion of plinth or before 7-8-2005
- (b) Rs. /- (Rupees Only)
on completion of 1st slab.
- (c) Rs. /- (Rupees Only)
on completion of 3rd slab.
- (d) Rs. /- (Rupees Only)
on completion of 5th slab.
- (e) Rs. /- (Rupees Only)
on completion of 7th slab.
- (f) Rs. /- (Rupees Only)
on completion of 9th slab.
- (g) Rs. /- (Rupees Only)
on completion of 11th slab.
- (h) Rs. 115000/- (Rupees one lac fifteen thousand Only)
on completion of Brickwork.
- (i) Rs. 115000/- (Rupees one lac fifteen thousand Only)
on completion of internal plaster.
- (j) Rs. 115000/- (Rupees one lac fifteen thousand Only)
on completion of Electrical.
- (k) Rs. 114000/- (Rupees one lac fourteen thousand Only)
on completion of Flooring.
- (l) Rs. 50500/- (Rupees fifty thousand five hundred Only)
on Possession.



All payment shall be made by cheques drawn in favour of Thane Bharat Sahakari Bank Ltd. A/C. SATGURU-KNS CONSTRUCTIONS PVT. LTD.

5. It is hereby expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and all other amounts payable under the terms of this agreement, shall be the essence of contract. The certificate of the Architect of the Developers shall be conclusive proof that the plinth or the respective slab is completed and within seven days from the date of the notice from the

447-92	
3332	199
10/10/99	

Developers to the Purchaser/s, informing the Purchaser/s
Plinth or the respective slabs have been casted, or particular work is
completed, the Purchaser/s shall make the payments as herein
provided, time being of the essence. The Purchaser/s shall not be
entitled to raise any objections as regards the completion of plinth or
the casting of the respective slab or in regard to the certificate
Developer's Architects. All the above referred payments shall be made
within seven (7) days of the Developers sending a notice to the
Purchaser/s calling upon him/her/them to make payment of the same.
Such notice is to be sent Under Certificate of Posting at the address
mentioned hereinafter to the Purchaser/s and this posting shall be
sufficient discharge to the Developers.

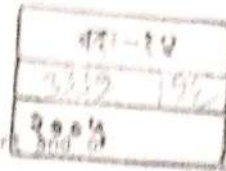


Handwritten signature/initials

6. Without prejudice to their rights under this Agreement and/or in law, the Developers shall be entitled to claim and the Purchaser/s shall be liable to the Developers to pay interest at the rate of 18% per annum, on all such amounts which may become due and payable by the Purchaser/s and remain unpaid for seven days or more after becoming due till the same are fully realised with interest.

7. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or on the Purchaser/s committing breach of any of the terms or conditions herein contained, the Developers shall be entitled, at their own option, to terminate this agreement.

PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers have given to the Purchaser/s fifteen (15) days prior



notice in writing of their intention to terminate this agreement specific breach or breaches of terms or conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the said period of fifteen (15) days after giving of such notice.

PROVIDED FURTHER that upon termination of this agreement aforesaid, the Developers shall within 6 months thereafter, refund to the Purchaser/s the installments of sale price (except the earnest money deposit which the Developers will be entitled to forfeit) of the said Flat and parking which may have been paid by the Purchaser/s to the Developers. On pro rata realization of money's from the new purchasers further for the date of termination, but the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded. And upon termination of this agreement by the Developers, the Developers shall be at liberty to dispose of and sell the said flat and parking to any person and at the price as the Developers may in their absolute discretion think fit and proper. The rights given under this clause to the Developers shall be without prejudice to any other rights, renders and claims whatsoever of the Developers available against the purchaser/s under this Agreement and / or otherwise.



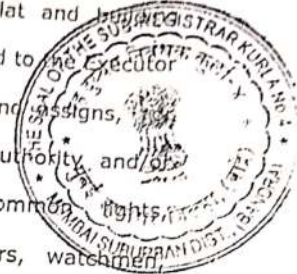
8. The fixtures, fittings and amenities to be provided by the Developers in the said building and in the said flat are those as described in the Annexure "A" annexed hereto.

9. The Purchaser/s shall on or before taking possession of the said flat keep deposited with the Developers the following amounts :

- (i) A sum of Rs. 351/- (Rupees Three Hundred and fifty One Only) towards share money and entrance fees of the proposed membership in the proposed society.

4552	
4552	190
2009/9	

(ii) Commencing a week after notice in writing is given to the Developers to the Purchaser/s that the said flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay to the Developers, proportionate share (i.e. in proportion to the floor area of the said flat) of outgoings in respect of the said flat and including local taxes, and lease rent to be paid to the Executor and or his heirs, executors administrators and assigns, such other levies by the concerned local authority and Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said flat and building until the society is formed and the said property and/or the said building is transferred to it, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agree/s that till the purchaser's share is so determined the Purchaser/s shall pay to the Developers provisional monthly contribution of Rs. 3497/- per month towards the aforesaid outgoings. The amounts so paid by the purchaser/s to the Developers shall not carry any interest and remain with the Developers till the Lease Deed is executed in favour of the Society formed of all the Purchasers as the case may be. On Lease Deed being executed, the aforesaid deposits (less deductions provided for under this agreement) shall be paid over by the Developers to the Society that will be registered in respect of the said building "SATGURU DRISHTI". The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 7th day of each and every month in advance and shall not withhold the same for any reason



Handwritten signature and initials.

47/- 2.12
339/96
2009

whatsoever. However, a further sum of Rs. 62,750/- (Rupees Sixty two thousand five hundred Only) be deposited with the Developers at the time of taking possession of the said flat as an advance towards such charges.

- (iii) A sum of Rs. 70,000/- (Rupees Seventy thousand Only) as Security Deposit for due performance of the agreement which will include costs, expenses, deposits, premium, charges, etc., payable to the concerned local authority Government and other bodies for getting water, cable, drainage, electric, Sub station and all other services connections from the main connection till the building in which the flat is situated and till the main door of the said Flat. The balance of such deposit, if any, will be transferred to the Society (that will be formed) in the account of the said Society and if this deposit amount is found short, the Purchaser/s agrees to pay such further amount as may be required by the Developers.

- (iv) A sum of Rs. 5000/- (Rupees Five thousand Only) towards legal fees.

- (v) A sum of Rs. 4500/- (Rupees Four thousand Only), for formation and registration of a Co-operative Housing Society.

- (vi) The Purchaser/s shall pay the aforesaid amounts and payments referred to in this clause to the Developers by Pay Order and/or Demand Draft. However, if the Purchaser/s pays the said amount referred to hereirabove by cheque/s then and in

44-28
3352 198
2004

that event the said cheque/s shall be received by the Developers subject to the realization thereof and the possession of the said flat shall be handed over to the Purchaser/s only after realization of there of.



10. The Developers shall utilize a sum of Rs. 5000/- as mentioned in clause 9(iv) and Rs. 4500/- as mentioned in clause 9(v) that will be paid by the Purchaser/s to the Developers for meeting all legal costs, charges and expenses including professional costs of the Solicitors and Advocates of the Developers in connection with formation of the said Society as the case may be and preparing its rules, regulations and bye-laws. However the said amount shall not include the cost, charges and expenses of the Advocates and Solicitors in connection with the Lease Deed which will be executed in pursuance of this Agreement.

for 1000/-
for 4500/-
g

11. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance, deposits, sums received on account of the share capital for formation of Society, and outgoings etc. and the Developers shall utilize the said amounts only for the purpose for which they have been received.

12. The Developers shall not be liable to share the maintenance charges, electricity charges and water charges in respect of the unsold flats. However the Developers will bear only the Municipal assessments, including N. A., charges if any, payable and nothing else.

13. The Developers hereby declare that the Floor Space Index (F.S.I) available in respect of the said entire property is 1.00 and with TDR, the FSI is 2.00 only and that no part of the said F.S.I., has been utilized by the Developers elsewhere for any purpose whatsoever.

471-12	
3359	20
2004	

The residual F.A.R. (F.S.I) if any, in respect of the said entire property shall be that of the Developers. The Developers shall also be entitled to avail of the further TDR benefits in respect on the said property and shall also be entitled to use the F.S.I. on the said properties acquired by the Developers by way of T.D.R./ further T.D.R. in respect of some other property on the said entire property as attributable on the said property.



14. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, 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 Purchaser/s obtain from the concerned local authority, occupation and / or Completion Certificate in respect of the said building.

15. The Developers shall endeavor, to give possession of the said flat to the purchaser on or before MARCH 2006, If the Developers fail or neglect to give possession of the said flat to the Purchaser/s by the said date, due to delays on account of Act of God, force, majeure and for the 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 Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said flat with simple interest rate of 4% per annum from the date the Developers received the said sum till the date the said amounts and interest thereon is repaid. provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to sole Arbitrator Mr. Dinesh Dalal Architect who will act as sole Arbitrator.

PROVIDED THAT, the Developers shall be entitled to extension of time for giving delivery of possession of the said fat on the

44	38
532	132
299	132

On or towards East by Second Cross Street now know as Dr. Ambedkar Road,

On or towards West by of Plot no. 146 and 149,

On or towards South by Jairam Road now known as Ganesh Gawade Road,

On or towards North by Valji Ladha Road,



THE SECOND SCHEDULE ABOVE REFERRED TO

A portion of land admeasuring 688.50 sq. meters or thereabouts bearing C. T. S. Nos. 1314 (part) being part of Plot Nos. 143, 144, 145, 150, 151 and 152 and part of New Survey No. 1000 situate at Mulund in Greater Mumbai, within the registration Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows i.e. to say :

On or towards the East by : by Divya Jyoti building standing on the part of land bearing CTS No. 1314

On or towards the West by : by land bearing CTS No. 1314 (Part)

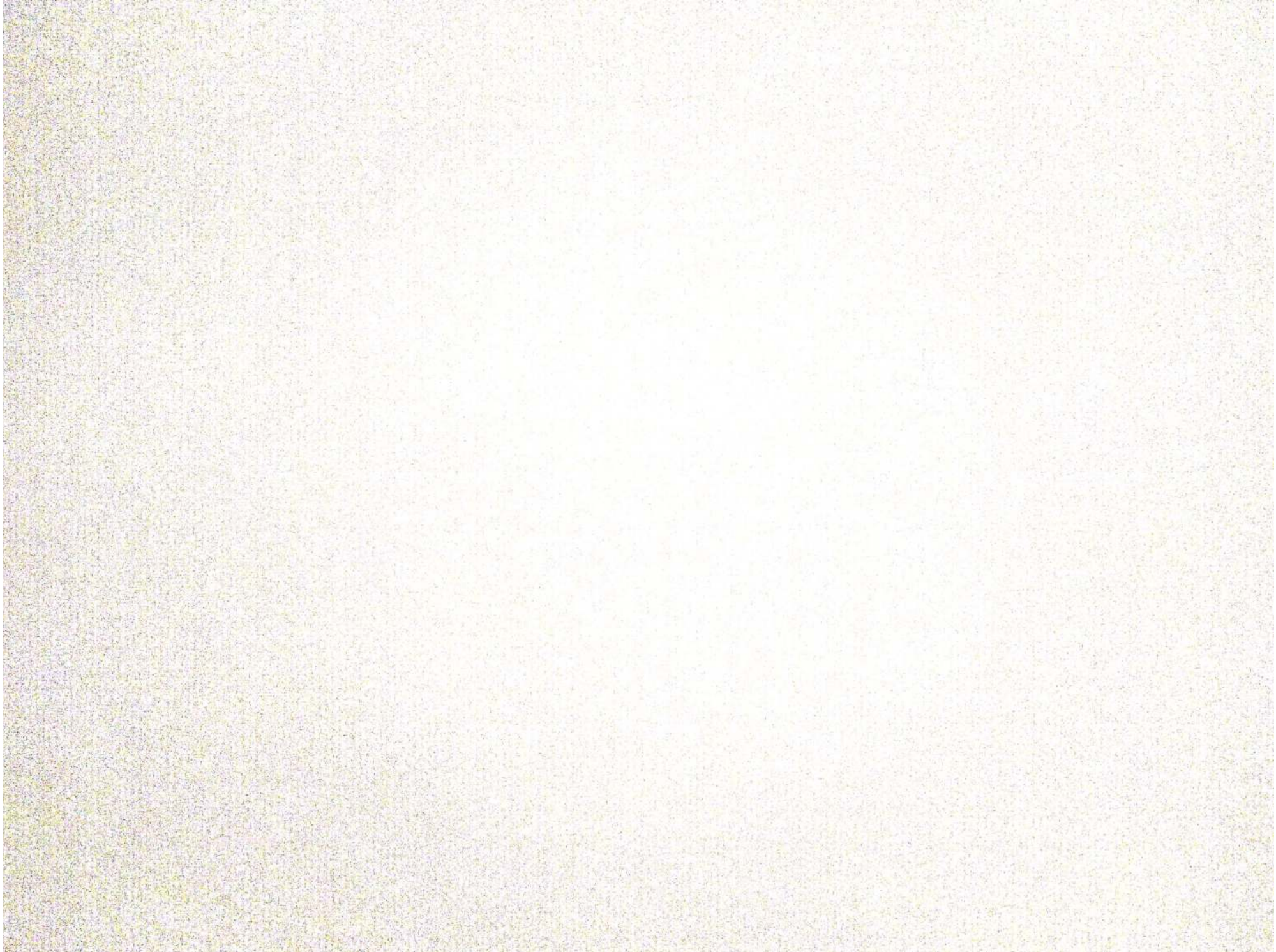
On or towards the North by : land bearing CTS No. 1314 (Part)

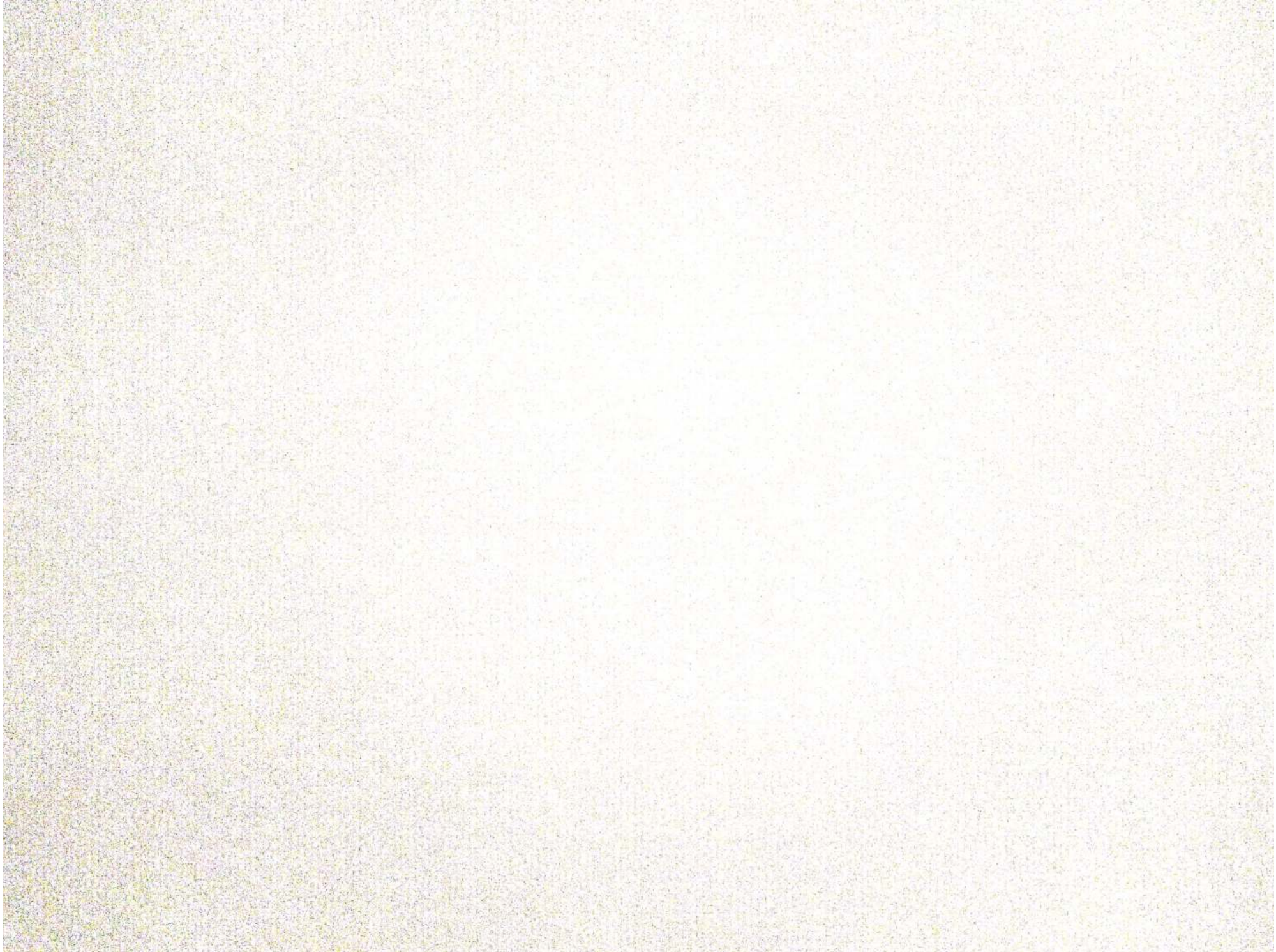
On or towards the South by : Valji Ladha Road.

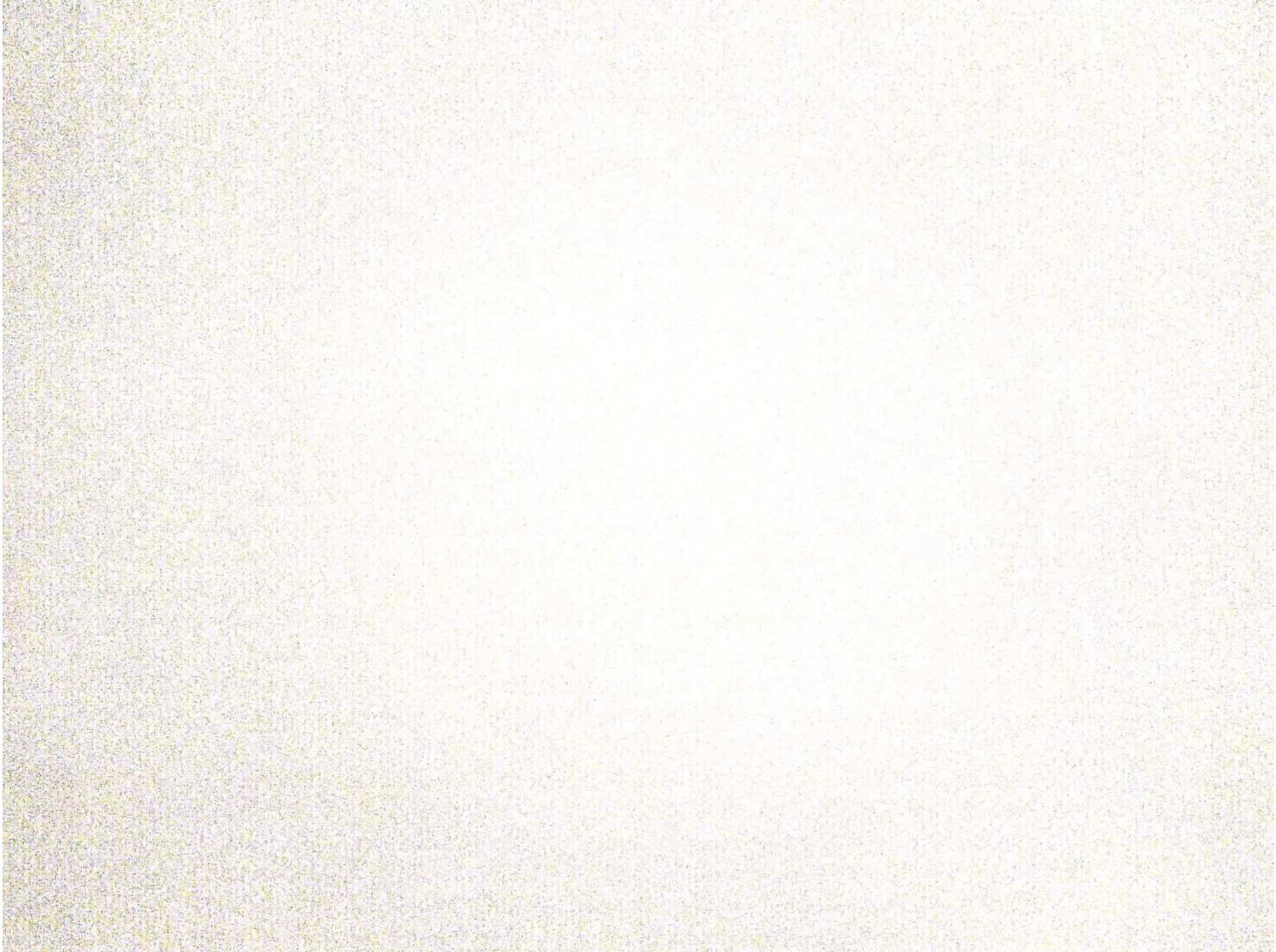
THE THIRD SCHEDULE ABOVE REFERRED TO

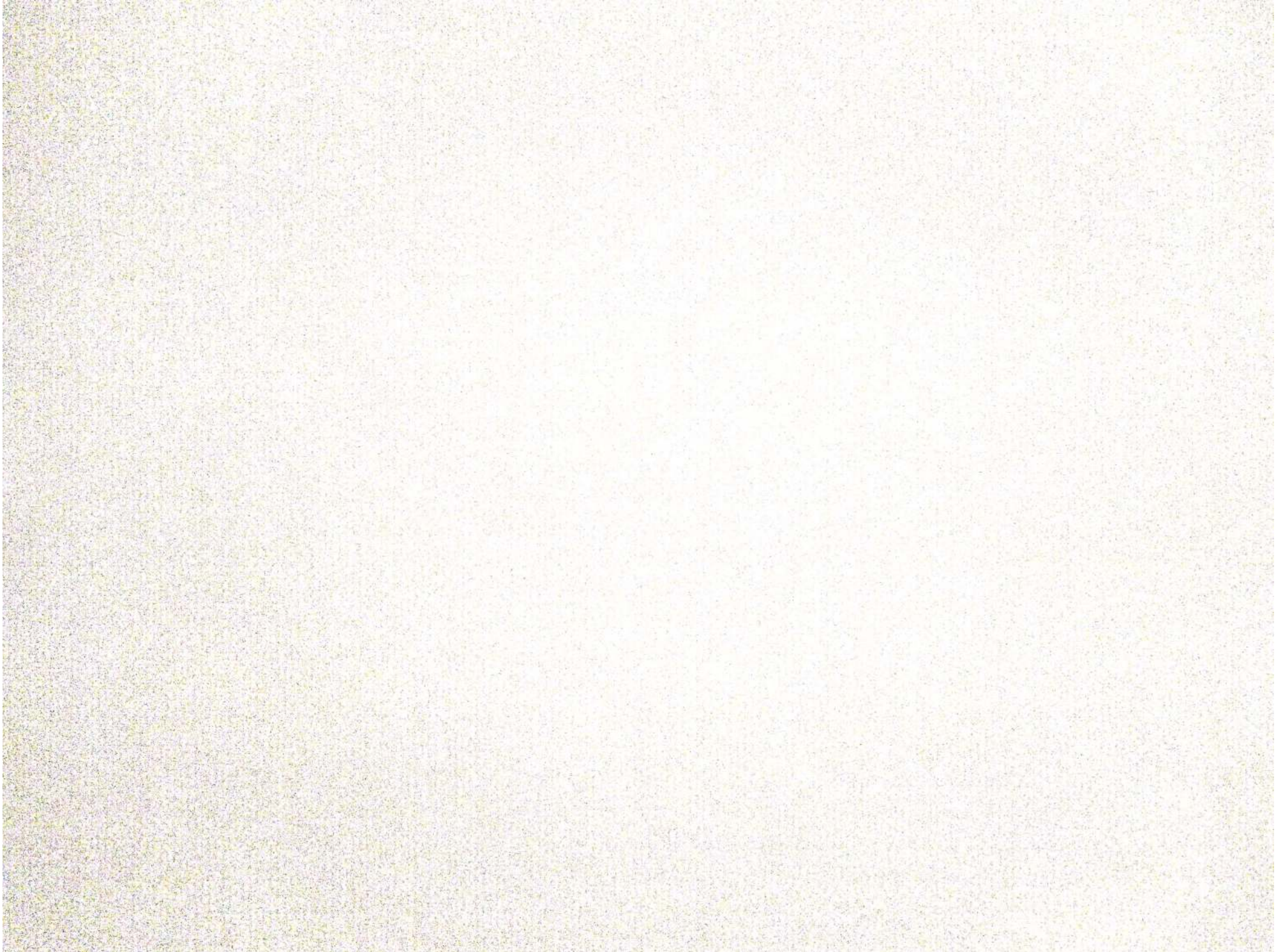
ALL THAT Flat being flat no. 801 admeasuring 92.84 sq. ^{mts} ~~sq.~~ of builtup area on 8th floor of the building "Satguru Drishti" being constructed / already constructed on the said property more particularly described in the Second Schedule hereinabove written.











44	18
3332	134
8.8.84	

On or towards East by Second Cross Street now know as Dr. Ambedkar Road,

On or towards West by of Plot no. 146 and 149,

On or towards South by Jalram Road now known as Ganesh Gawade Road,

On or towards North by Valji Ladha Road,

THE SECOND SCHEDULE ABOVE REFERRED TO



A portion of land admeasuring 688.50 sq. meters or thereabouts bearing C. T. S. Nos. 1314 (part) being part of Plot Nos. 143, 144, 145, 150, 151 and 152 and part of New Survey No. 1000 situate at Mulund in Greater Mumbai, within the registration Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows i.e. to say :

On or towards the East by : by Divya Jyoti building standing on the part of land bearing CTS No. 1314

On or towards the West by : by land bearing CTS No. 1314 (Part)

On or towards the North by : land bearing CTS No. 1314 (Part)

On or towards the South by : Valji Ladha Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT Flat being flat no. 801 admeasuring 92.84 sq. ^{mts} ft. of builtup area on 8th floor of the building "Satguru Drishti" being constructed / already constructed on the said property more particularly described in the Second Schedule hereinabove written.

OFFICE OF THE COLLECTOR, M.S.D.

Collector, Maharashtra District, (H), Mumbai-400 001
 P.O. Box 1000000, Mumbai-400 001
 e-mail address: collector@msd.maharashtra.gov.in

441-12
11/11/2002
2002

Non-Confidential: H.D. INFORMATION: H. 391
 Date: 11/11/2002

Subject: In regard to the 2011/2002 from Shri. Anup Babani C. A. to owners

Object: Land bearing C.I. No. 1314, 1314/1 to 1314/121 of village Motund, Taluka E. L. at Atambur Suburban District belongs to following owners.

1) Executive Shri. Chandrakant Trilokji Mirani

Shri. Anup Babani C. A. to owners has applied for grant of Non-Agricultural

Permission in respect of the above land for Residential purpose.

The owner of the land has given a Power of Attorney to the above-named

The building plans have been approved by the Greater Mumbai Municipal Corporation vide their R.O. No. C/4650/BP/ENAT dt. 11/11/2002.

The above lands are presently held for non Agricultural purpose.

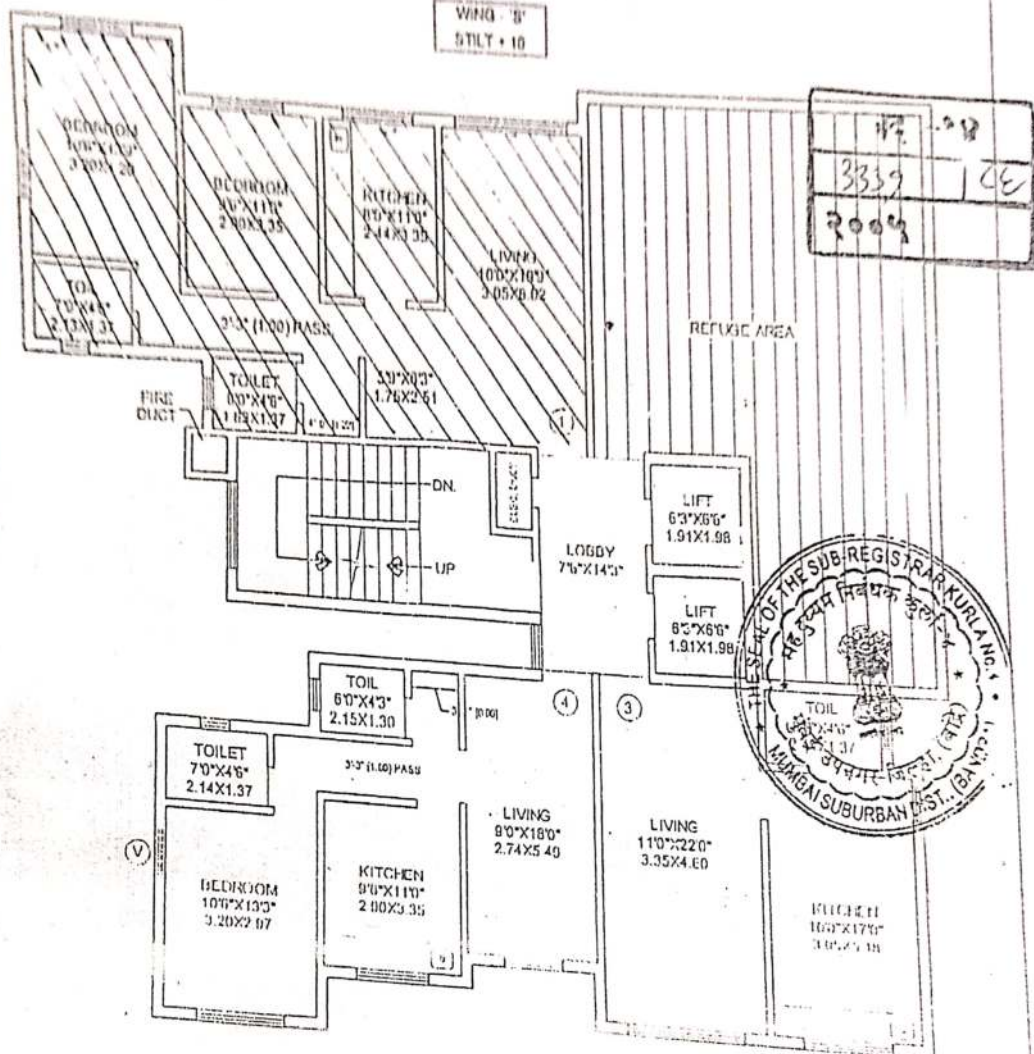
In exercise of the powers delegated under section 47(b) of the Maharashtra Revenue Code, 1966, I the Collector, M.S.D. do hereby, regularised Non- Agricultural use to Shri. Chandrakant Trilokji Mirani to use the land specified in the schedule appended hereto for

Commercial purpose only as per the plans approved by the Greater Mumbai Municipal Corporation, subject to the following conditions:-

1. that the grant of permission shall be subject to the provisions of the code & Rules made thereunder
2. that the grantee shall use the land together with the building or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building thereon for any other purpose without obtaining the previous written permission to that effect from this office.
3. that the grantee shall construct the building according to the plans approved by the Greater Mumbai Municipal Corporation.
4. that the grantee shall not sub-divide the plot or sub-plot, if any, approved in this order, without getting its sub-division previously approved by the Collector, Mumbai Suburban District.



WING - 8'
STILT - 10'



8 TH FLOOR PLAN

N

FLAT 1-X2

FLOORING

PROPOSED WING S ON PLOT BEARING C.T.S. NO.
1314,1314/1 TO 121 OF VILLAGE MULUND (W) AT
VALJI LADDHA ROAD , MULUND (WEST).

FLAT No 801 on 8th Floor of "Batzurn Drikhiti"
marked in Red Ink has been allotted
to Mr Bhagwati N. Jain & Mrs Sheela B. Jain

For SATGURU-KNS CONSTRUCTIONS PVT. LTD.

Directly:


SATGURU - K.N.S.
CONSTRUCTIONS PVT. LTD.

ANNEXURE

9	42.12
3339	40
2004	

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON SATURDAY, 8TH JANUARY 2005 AT 4.00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY.

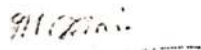
"RESOLVED THAT the Company do enter into an agreement with the purchaser/s for sale of ownership flats as constructed or to be constructed at Mulund (W), in the project know as "Satguru Drishti".

"RESOLVED FURTHER THAT Mr. Anoop P. Babani and/or Mr. Ishwar P. Khatwani, Directors of the Company be and are hereby, jointly or severally, authorised to sign an agreement for and on behalf of the Company for the purpose of sale of ownership flats and are further authorised to do all the deeds as may be required for the purpose of registration of the same with the appropriate authorities."

"RESOLVED FURTHER THAT Seal of the Company be affixed to all such agreements."



For Satguru KNS Constructions Pvt. Ltd.



Director.



503, NAVRANG ARCADE, NEAR ALOK HOTEL, GOKHALE ROAD, THANE-400 602 © 25406700, 25430560 / 81 • FAX : (022) 25404433





SATGURU DRISHTI**List of Amenities**

77-22	
3337	166
2004	

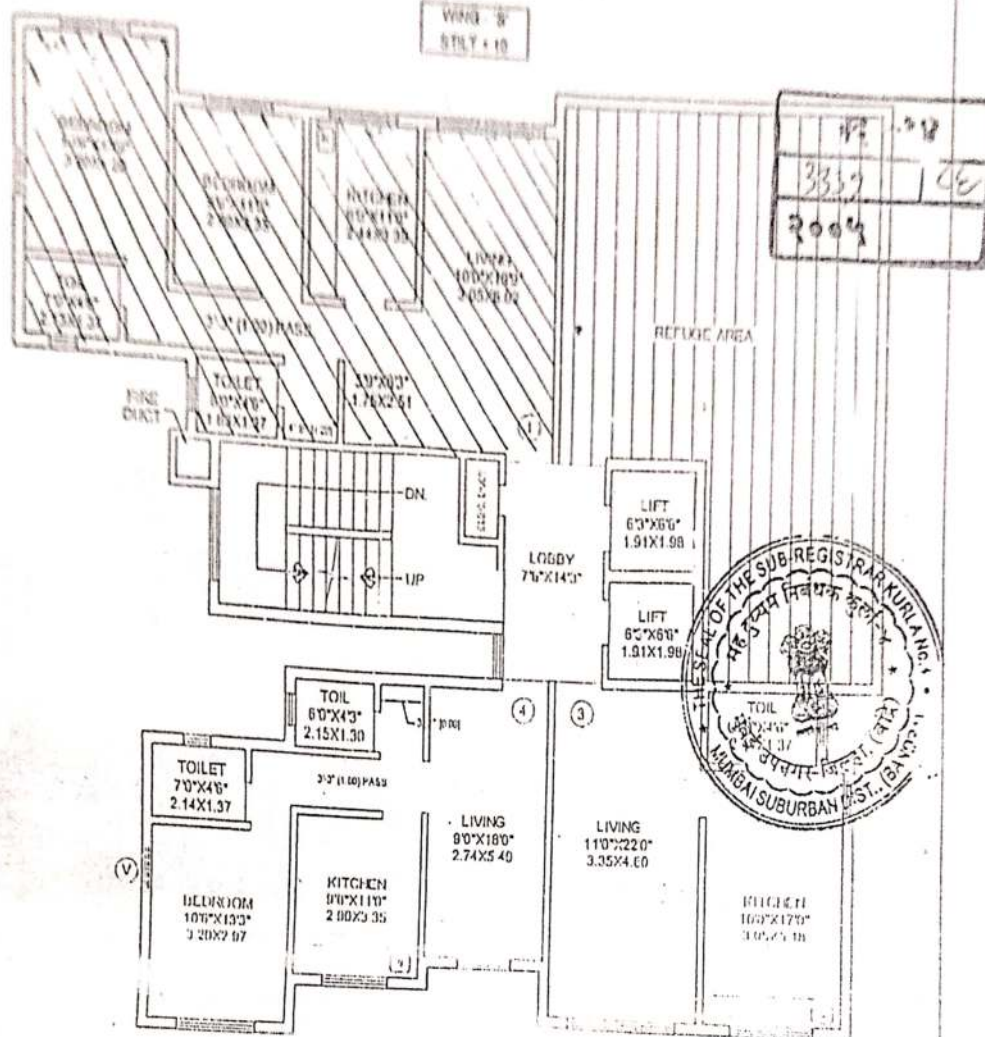
- 1) Flooring : a) Vitrified Tiles in all rooms including Kitchen
b) Ceramic Tiles upto beam level in W. C. & Bath.
- 2) Kitchen Platform with Granite Top, with stainless steel sink, with dado of glazed tiles.
- 3) Concealed copper wiring with the best electrical fittings and an A. C point in master bedroom.
- 4) Concealed G. I. plumbing with mixer, shower, english type commode, wash basin & flush value, with hot & cold water supply and boiler of best make.
- 5) Concealed telephone lines in the hall & in bedrooms.
- 6) Concealed T. V. / Cable lines in the hall & in bedrooms.
- 7) Exhaust fan in W. C. & bath room.
- 8) Lightening arrestors for protection of the building against lightning.
- 9) Chemical weather / water proofing of terrace & W C & bath.
- 10) Aluminum sliding windows of good quality with power coated sections.
- 11) R. C. C. loft in the kitchen.
- 12) Paved compound.
- 13) Elegant land - scaping.
- 14) Pest control treatment in and around the building.
- 15) Elegant entrance lobby.
- 16) Water bound distemper paint for the interior & water-proof decorative cement paint for the exterior.
- 17) The best quality Elevator.
- 18) Generator power for the lift, motor pump and staircase.



Mr. Lamin

Dr. J. J.

WIND - 8
STLY - 10



N

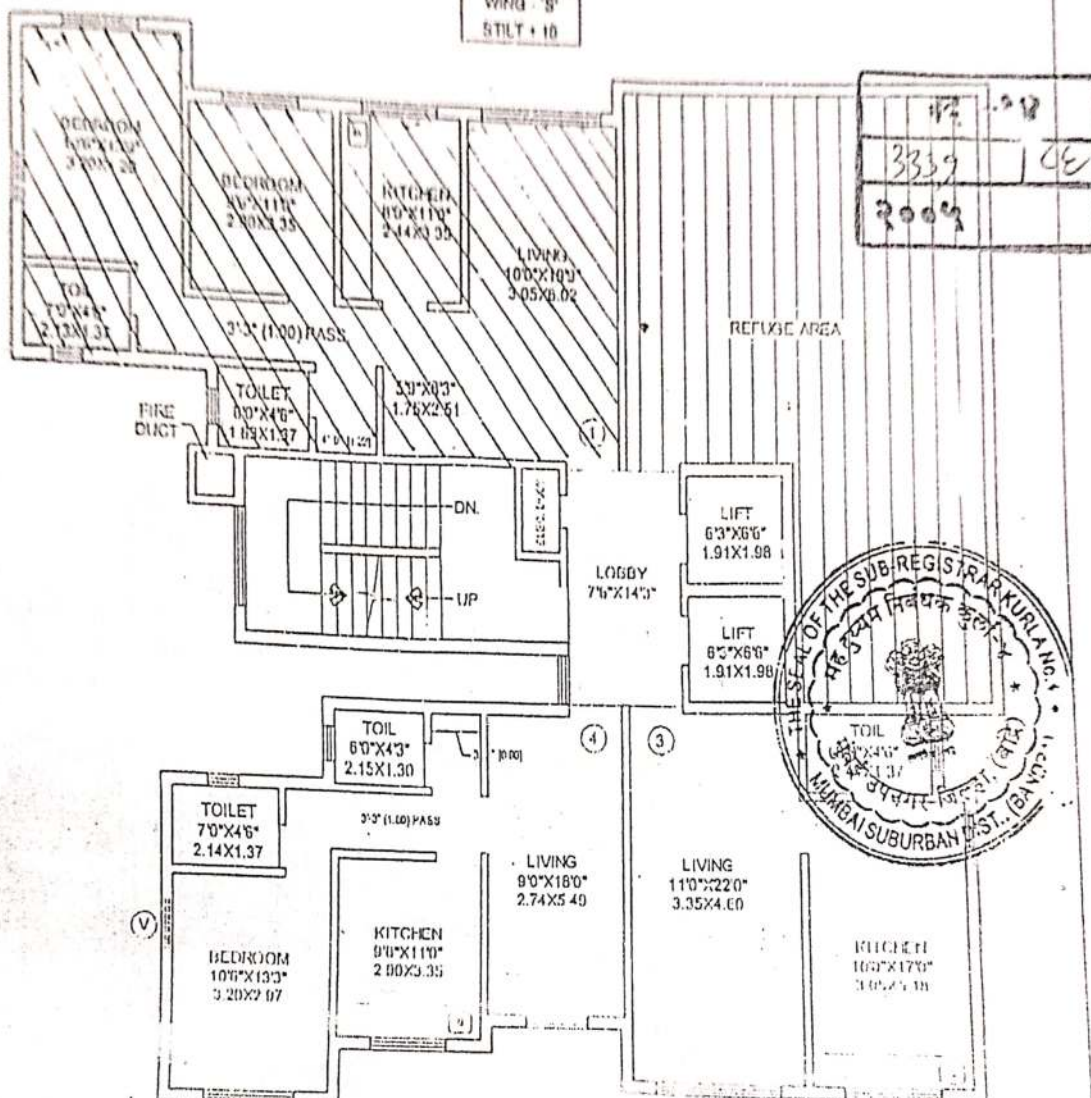
FLOORING)

FLAT No 801 on 8th Floor of "Satguru Prishthi" marked in Red Ink has been allotted to Mr Bhagwati N. Jain & Mrs Sheela B. Jain

Mr. Train

Directly

WING - 8'
STILT + 10'



N

FLOORING

FLAT No 801 on 8th Floor of "Satguru Drishti"
marked in Red Ink has been allotted
to Mr Bhagwati N. Jain & Mrs Sheela B. Jain

