



DEED OF DECLARATION

THIS DEED OF DECLARATION is made and entered into at Mumbai on this 6th day of August 2004 by MR. DEVENDRA KUMAR B. DAROOKA, SMT. SHASHI D. DAROOKA and MR. SURENDRAKUMAR B. AGARWAL (DAROOKA), Adults, of Mumbai, hereinafter called and referred to as "the PURCHASERS (which expression shall mean and include the heirs, executors, administrators & assigns of the PARTY TO THIS DEED.

WHEREAS MESSRS. CHETAN ASSOCIATES, the First Party, and the Purchasers entered into an Agreement dated 12th March, 1987 with each other in respect of Flat No.11/B, 11th Floor and Car Parking Space G/12, Ground Floor, ABHILASHA, 46 Kranti Marg, Mumbai 400 036, more particularly described in the Schedule hereunder;

..2/-



Office of the
Administrative
Office Mumbai
MAH-CO-10012
PROPER OFFICER

INDIA
0800100/PB103
STAMP DUTY MAHARASHTRA



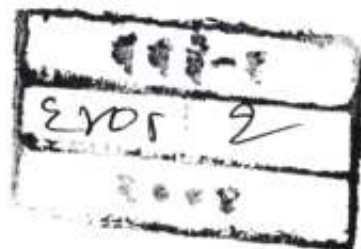
११-१
१४०९१
२००४

AND WHEREAS the Purchasers hereto abovenamed have failed to appear before the Sub-Registrar of Assurances, at Old Customs House, Mumbai-23, within the time limits granted for the purpose of Registration of Documents as per the provisions of Section 4 of Maharashtra Ownership Flats (Regulations of Promotion, Construction, Sale, Management Act, 1963) read with Indian Registration Act, 1908.

AND WHEREAS the Purchasers hereinabove has paid the Stamp Duty under New Scheme of Amnesty, Abhay Yojna, 2004.

AND WHEREAS the Purchasers by this DEED OF DECLARATION Confirm the said Document dated 12th March, 1987, which is annexed.

..3/-

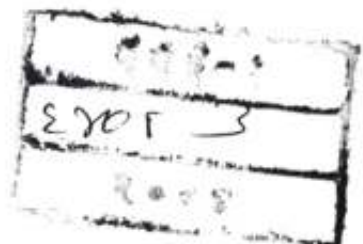


✓
P.K.A
S.D

NOW THIS DEED WITNESSES AS UNDER:

1. That the Purchasers hereinabove entered into an Agreement dated 12th March, 1987, with Messrs. CHETAN ASSOCIATES, the Builders, and failed to appear before the Sub-Registrar of Assurances at Old Customs House, Mumbai-23. Therefore today by this Deed of Declaration, the Purchasers confirm this Document for and on the same terms and conditions mentioned in the said document.
2. That the Purchasers appear before the Sub-Registrar of Assurances, at Old Customs House, Mumbai 400023, with this Deed of Declaration to register the said Document as it has been executed today and presented the same for Registration as per the Registration of Documents Act, within time limit of the said for the purpose of Registration of this Deed.

IN WITNESS WHEREOF the Purchasers hereto have hereunto set and subscribed their respective hands, signatures on the day, month and year hereinabove written;



..4/-

L.K.A.
S.D.

THE SCHEDULE OF THE PROPERTY

Flat No. 11/B, on 11th Floor, in the Building known as "ABHILASHA", situate, lying and being at 46, August Kranti, Marg, Mumbai 400 036, admeasuring Flat Area 831 sq.fts. Built-up and Car Parking admg. 120 sq.fts Built-up, C.S. No.530, Malabar Cumbala Hill Division.

SIGNED, SEALED & DELIVERED by the
withinnamed, "PURCHASERS",

- 1) MR. DEVENDRA KUMAR B. DAROOKA,
 - 2) SMT. SHASHI D. DAROOK, &
 - 3) MR. SURENDRAKUMAR B. AGARWAL
- (DAROOKA), in the presence of ..

Sh. D. Darooka

Shashi Darooka

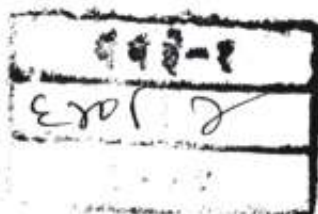
/s/ H. H. H. H.

1)

[Signature]

(Purchasers)

2)



१२४२०४ (२००४-०५) क्र. ३६

नोडल व मुद्रांक नियंत्रक

LB, Ashikabha Sr,
A. K. Mag, Mun-36.

मुद्रांक नियंत्रक

१२४२०४

क्र. ३६

मुद्रांक नियंत्रक / उपनिर्देशक
मुद्रांक व नोडल / भारतीय रिजर्व

१२४२०४

मुद्रांक नियंत्रक / उपनिर्देशक

१

मुद्रांक / उपनिर्देशक / भारतीय रिजर्व / मुद्रांक व नोडल / भारतीय रिजर्व

१. मुद्रांक नियंत्रक	मुद्रांक नियंत्रक / उपनिर्देशक	मुद्रांक / उपनिर्देशक / भारतीय रिजर्व / मुद्रांक व नोडल / भारतीय रिजर्व
मुद्रांक नियंत्रक आली आहे त्या व्यक्तीचे नाव	मुद्रांक नियंत्रक	मुद्रांक नियंत्रक
Devendrakumar Darodka & Sons	विभाग : नोडली व मुद्रांक विभाग	भारतीय रिजर्व बँक फोर्ट, मुंबई-४०० ००१ मुद्रांक (अधारी)
मुद्रांक नियंत्रकच्या प्राधिकारपत्राचा तपशील आणि त्याचा उद्देश	प्रधानश्री : ००३० मुद्रांक व नोडली की	कोषपाल दिनांक ४ AUG 2004
नोडली की १२४२०४	उपप्रधानश्री : ०३ नोडली की	लेखापाल दिनांक १२४२०४
पली रक्कम रुपये १२४२०४	गौणश्री : १०४ दस्तऐवजच्या नोडलीसाठी की	कोषपाल / उपनिर्देशक अधिकारी / वित्त खात्याचे अधिकारी
रुपये १२४२०४	सर्वसाधारण वसुली	
मुद्रांक नियंत्रक	संगणक संकेतज्ञांक	
मुद्रांक नियंत्रक	० ० ३ ० ० १ ५ २ ० ०	
मुद्रांक नियंत्रक	मुद्रांक आहे, ते सर्वसाधारण व नोडली आहे.	
मुद्रांक नियंत्रक	दिनांक १२४२०४	

* येथे कोषपाल / वित्त खात्याचे अधिकारी / वित्त खात्याचे अधिकारी / वित्त खात्याचे अधिकारी

१. मुद्रांक

Solasker S.B

४-८-०४

१२४२०४

भारतीय रिजर्व बँक 0283785
RESERVE BANK OF INDIA
फोर्ट, मुंबई - ४०० ००१, FORT, MUMBAI 400 001.
लोक लेखा विभाग PUBLIC ACCOUNTS DEPARTMENT
चालान प्राप्ति रसीद
CHALLAN ACKNOWLEDGEMENT
CHN-10-JOB PER NO 53 DATE : 04/08/2004
36
6102002003
DEPOSITS AND REGISTRATION
DEVIENDRAKUMAR B DARODKA & SONS
*****12.420.00
four hundred twenty only
चालान नं.
Challan Number
खाता कोड
Account Code
खाता नाव
Account Name
जमा रक्कम का नाम
Name of Depositor
रक्कम (रुपये में)
Amount (in Rupees)



Saturday, August 07, 2004

3:38:09 PM

नौदणीपूर्व गोषवारा

64 08/04

- | | |
|--------------------------------------------------------------------------------------|------------------|
| (1) विलेखाचा प्रकार | घोषणा पत्र |
| (2) मोबदला | रु. 825,000.00 |
| (3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) | रु. 1,242,000.00 |
| (4) बाजारभावाप्रमाणे मुद्रांक शुल्क | रु 20.00 |
| (5) बाजारभावाप्रमाणे नौदणी फी | रु 12420.00 |
| (6) दस्त निष्पादित केल्याचा | 06/08/2004 |

सूचना

- 1) ही माहिती पक्षकारांनी साक्षात्कृत केलेल्या इनपुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती संगणकावर घेण्यात आली याचा अर्थ दस्त नौदणीसाठी स्वीकारला असा नाही. दुय्यम निबंधक दस्त नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- 3) बदल/दुरुस्त्या कराव्यात. * लागू नसलेला मजकूर खोडावा
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही

- | | |
|----------------------------------------------|----------------------|
| (7) पृष्ठांची संख्या | 37 |
| (8) मू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) | (1) सिटीएस क्र.: 530 |

- | | |
|--------------------------------------------|--------------------------------------------------------------------------------------------------|
| (9) मालमत्तेचे इतर वर्णन | (1) वर्णन: फ्लॅट नं 11/ बी, 11 वा मजला, अमिलाषा, 46 ऑगस्ट क्रांती मार्ग, मुं 36 (एकुण मजले 17) |
| (10) क्षेत्रफळ | (1) 831 चौ फु बिल्ट अप |
| (11) आकारणी किंवा जुडी देण्यात असेल तेव्हा | (1) |

- | | |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| (12) *दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता | (1) - - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -; |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|

- | | |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता | (1) देवेंद्र कुमार बी दुरुका; घर/फ्लॅट नं: 11 बी; गल्ली/रस्ता: 46 ऑगस्ट क्रांती मार्ग; ईमारतीचे नाव: अमिलाषा; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मुं; तालुका: -; पिन: 36; पॅन नम्बर: एएएपीडी 7266 के.
(2) शिशी डी दुरुका; घर/फ्लॅट नं: बरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएईएडी 6035 ए.
(3) सुरेंद्रकुमार बी अग्रवाल (दुरुका); घर/फ्लॅट नं: बरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएडीपीए 5416 एफ. |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

नौदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे त्रुट डाटा एंट्री करण्यात आली आहे.

पूर्व नौदणी गोषवारा तपासून पाहिला
* तो बरोबर आहे/त्याच्यात नमूद केलेले
बदल/दुरुस्त्या कराव्यात.

डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

(पक्षकाराची स्वाक्षरी)

नौदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले
*बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

(दुय्यम निबंधकाची स्वाक्षरी)





दस्त गोषवारा भाग - 2

बबड1

दस्त क्रमांक (6408/2004)

C

दस्त क्र. [बबड1-6408-2004] चा गोषवारा
बाजार मूल्य : 1242000 मोबदला 825000 भरलेले मुद्रांक शुल्क : 73200

दस्त हजर केल्याचा दिनांक : 07/08/2004 03:34 PM

निष्पादनाचा दिनांक : 06/08/2004

दस्त हजर करणा-याची सही :

[Signature]

दस्ताचा प्रकार : (64) घोषणा पत्र

शिवका क्र. 1 ची वेळ : (सादरीकरण) 07/08/2004 03:34 PM

शिवका क्र. 2 ची वेळ : (फी) 07/08/2004 03:37 PM

शिवका क्र. 3 ची वेळ : (कबुली) 07/08/2004 03:39 PM

शिवका क्र. 4 ची वेळ : (ओळख) 07/08/2004 03:39 PM

दस्त नोंद केल्याचा दिनांक : 07/08/2004 03:40 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) हरिश- गांधी ,घर/फ्लॅट नं: राधा

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: 302

पेठ/वसाहत: कांदिवली

शहर/गाव: मुं

तालुका: -

पिन: 67

2) पांडुरंग प्र मोबसकर ,घर/फ्लॅट नं: गायकवाड घाळ

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: --

पेठ/वसाहत: भांडुप

शहर/गाव: मुं

तालुका: -

पिन: 78

[Signature]

प्रमाणित करण्यात येते की या
दस्तावेज मधील सविस्तर माहिती पाहणे आहे

सह दुय्यम निबंधक
मुंबई शहर नं. 1

ANNEXURE IS NOT REGISTERED

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



मुद्रांक शुल्क : 73200

मोबदला.

सादीत :

अपिलाची मुनावणी करण्याबरोबर
निर्वाचे लगे अन्वय अतडे
सह दुय्यम निबंधक
मुंबई शहर नं. 1

W- (831) Sq. Ft. Built up.
Flat 831 - 100 sq. ft. built.
Area - 120 sq. ft. built.

MV - 1242000/-
AV - 825000/-



Certificate of 41 of the Bombay Stamp Act, 1958
Amn/2006/R1/NO-559/01/ dt 15-7-04

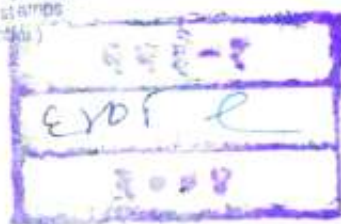
No. 197
Office of the Dy. Inspector of Stamps
Mumbai

Received from Shri. D. B. Jarekha
resident at Mumbai
Insufficient Stamp duty of Rs. 73200/- Seventy three -
thousand two hundred only. T-106905
date 17-7-04
of schedule I of Bombay Stamp Act, 1958
Certified under section 41 of the Bombay Stamp Act
1958 that the person liable for the stamp duty of Rs. 73200/-
and penalty of Rs. 1000/- under article 25 of schedule I have been paid in respect of
this instrument



Dy. Inspector General of Registration
and Dy. Controller of Stamps
(Enforcement Mumbai)

Subject to the Provisions
of Section-43-A of The
Bombay Stamp Act, 1958



AGREEMENT

ARTICLES OF AGREEMENT made at Bombay this 12th day of MARCH One Thousand Nine Hundred and Eighty SIX -
BETWEEN MESSRS. CHETAN ASSOCIATES, a partnership firm carrying on business at 20, Raja Bahadur Mansion, 14, Hamam Street, Fort, Bombay-400 023, hereinafter called. "THE PARTY OF THE ONE PART" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include partners or partner or persons or person from time to time constituting the said firm of Messrs. CHETAN ASSOCIATES and their respective heirs, executors, administrators and assigns) of the ONE PART; AND MR. JEEVENDRA KUMAR B. JAREKHA, SMT. SHASHI D. JAREKHA & MA. SURENDRAKUMAR B. ASARWAL (JAREKHA)

Shashi D. Jarekha
J. B. Jarekha

Shashi D. Jarekha
J. B. Jarekha

of Bombay Indian Inhabitant/s carrying on business/residing at NO-3 1st FLOOR, 4/6, NEMHAI BUNG 3rd FLOOR, BHULESHWAR, BOMBAY-400 002 hereinafter called "THE PARTY OF THE OTHER PART" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART;

Shashi D. Jarekha
J. B. Jarekha

WHEREAS

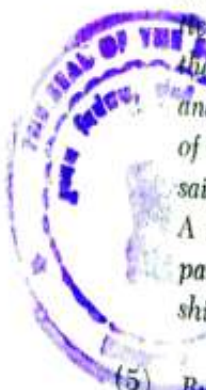
(v) By a Deed of Assignment and Conveyance dated 16th July 1984 made between Smt. Shreedevi Shripal Patil therein referred to as the Vendor, Shri Mafatlal Sanwelchand Bafna sole Proprietor of Messrs. Chetan Enterprises therein referred to as the Confirming Party and the said Mafatlal Sanwelchand Bafna and fifteen others popularly known as Chetan and others therein referred to as the Purchasers, the Vendor did thereby assign and convey unto the said Chetan and others (co-owners) all those pieces or parcels of land or ground (partly leasehold and partly freehold) being sub-divided Plot No. G and H together with several structures standing thereon situate at 48, August Kranti Marg, Gowalia Tank Road, Bombay-400 038 and more particularly described in Schedules A and B hereunder written;

(2) The said Mafatlal Sanwelchand Bafna and others (co-owners) thereafter to obtain vacant possession from the tenants and occupants of the property incurred huge cost, charges and expenses in providing to them alternate accommodation;

(3) The said Mafatlal Sanwelchand Bafna and fifteen others (co-owners) agreed to carry on business in partnership with each other and admitted Kantilal Achlaji Shah, Prithviraj Ghewarchand Seth and Smt. Nirmala Ramesh Bhimani in the firm name and style of Messrs. Chetan and others on the terms and conditions contained in the deed of partnership dated 22nd day of October 1984 entered into by and between them.

(4) By and under the said Deed of Partnership dated 22nd day of October 1984 the said Mafatlal Sanwelchand Bafna and fifteen others (co-owners) brought into and contributed their respective shares, right, title and interest as their stock-in-trade in the said property more particularly described in Schedules A and B hereunder written into the said partnership firm by way of their respective capital contribution. In the premises aforesaid the said property more particularly described in Schedules A and B hereunder written has now duly vested in the said partnership firm and become the property of the said partnership firm of Messrs. Chetan and others.

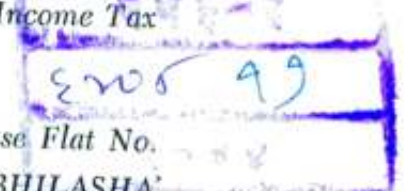
(5) By and under a Development Agreement dated 28th November 1984 entered into by and between the said partnership firm of Messrs. Chetan and others and the party of the One Part herein the said Messrs. Chetan and others granted to the Party of the One Part development rights of the said property more particularly described in the First and Second Schedules thereunder



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written (which are the same pieces and parcels of land more particularly described in Schedules A and B hereunder written) for the consideration and upon the terms and conditions contained therein.

- (6) The Party of the One Part is allowed to enter upon the said pieces or parcels of land and is authorized under the said Development Agreement to sell and/or dispose of on what is popularly known as "ownership basis" the flats and other premises comprised in such building. In the premises the Party of the One Part is in exclusive possession and is entitled to develop the said pieces or parcels of land or ground described in Schedules A and B hereunder written by constructing a building or buildings thereon in accordance with the plans sanctioned by the Bombay Municipal Corporation. The said pieces or parcels of land have hereinafter for the sake of convenience and brevity been described as the said property.
- (7) The Party of the One Part is constructing on the said property a multi-storeyed building to be known as 'ABHILASHA' 'A' and 'B' consisting of ground and fourteen upper floors, out of which ground and first two floors will be used as parking spaces and remaining 3rd to 14th floors will be used as residence for vegetarian people only in accordance with the plans and specifications of the building which have already been approved and sanctioned by the Bombay Municipal Corporation.
- (8) The Party of the One Part is desirous of selling and/or disposing of flats and/or car parking spaces to various parties on what is popularly known as ownership basis and has already agreed to sell some flats and/or parking spaces to some parties on ownership basis by giving them Allotment Letters. Pending the preparatitn and execution of formal standard printed agreements for sale on ownership basis, the Party of the One Part and the purchasers of flats to whom Allotment Letters have been given, have filed with the Income Tax Department, Form No. 37EE prescribed under Section 269AB of the Income Tax Act, 1961.
- (9) The Party of the Other Part has agreed to purchase Flat No. 11 B on the 11th floor of the building 'ABHILASHA' "A"-~~"B"~~ along with parking space No. G12 on the GROUND floor after having persued the terms, conditions, provisions and covenants contained in the said Deed of Assignment-Cum-Conveyance dated 16th July 1984, the said Partnership Deed dated 22nd day of October 1984 and the said Development Agreement dated 28th day of November 1984 and with full



Shashi Desai
Agreed

notice of the terms and conditions contained in the aforesaid documents and the terms and conditions hereinafter appearing.

- (10) The Party of the One Part has furnished to the Party of the Other Part such of the documents as are mentioned in the Maharashtra Ownership Flats Act, 1963 and Rules 1964.
- (11) It is agreed and understood by and between the parties that in this Agreement the word 'party of the Other Part' shall wherever applicable mean and include (a) purchaser of flat, car parking space or any other tenement (b) plural of the Party of the Other Part and (c) Feminine gender of the Party of the Other Part and the expression parking space shall mean and include covered or open car parking space or garage as the case may be and expression 'Society' shall mean and include either a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company formed under the Companies Act (1 of 1956) or a Condominium constituted under the Maharashtra Apartment Ownership Act, 1970.
- (12) The Party of the Other Part has seen, inspected and satisfied himself with the building plans according to which the building "ABHILASHA" 'A'-'B' will be constructed subject however to the right of the Party of the One Part to make suitable amendments in the plans as per its requirements or as may be required by the Municipal Corporation of Greater Bombay or any other concerned authority.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Party of the One Part shall construct a building known as "ABHILASHA" "A"-'B' on the said property in accordance with the plans and specifications which have been kept by them at their office at 20, Raja Bahadur Mansion, 14, Hamam Street, Fort, Bombay-400 023, and at the building site for inspection and which the Party of the Other Part has seen and approved and the Party of the Other Part agrees that the Party of the One Part can make such variations, modifications, additions and alterations therein as may be required to be made by the Government, the Bombay Municipal Corporation or any other local body or authority or as may be required by the Party of the One Part on account of the construction of the additional floors over the said Building and/or other Buildings or for any other purpose.



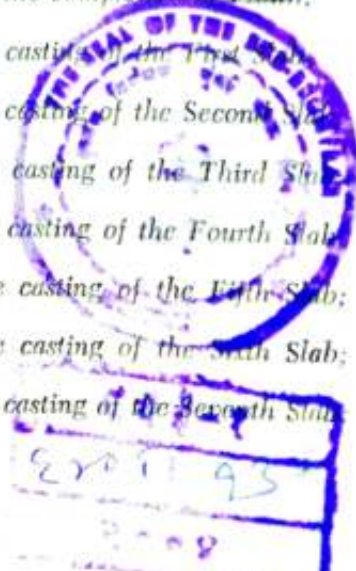
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2. The Party of the One Part shall have right to make additions, alterations, amendments and changes in the plans and in the building from time to time without any further permission of the Party of the Other Part and the Party of the Other Part along with other purchasers of flats and parking spaces will consent to the same.

3. The Party of the Other Part has prior to the execution of this Agreement taken inspection of the documents referred to hereinabove relating to the right of the Party of the One Part to develop the said property and has fully satisfied himself about the same. The Party of the Other Part shall not be entitled to investigate the title of the Party of the One Part and no requisitions or objections shall be raised by the Party of the Other Part on any matter relating thereto. A copy of the certificate of title dated 29th day of June 1985 issued by Messrs. Anandbhai & Dincanji, Advocates & Solicitors is hereto annexed and marked Exhibit "A".

4. The Party of the Other Part hereby agrees to purchase Flat No. 113 on the 11th floor of the said building "ABHILASHA" 'A'-B along with parking space No. 12 on the (GROUND) floor of the building at or for the aggregate price of Rs. 25,000/- (Rupees TWENTY FIVE THOUSAND only) out of which Rs. 15,000/- (Rupees FIFTEEN THOUSAND only) is for the said flat and Rs. 10,000/- (Rupees TEN THOUSAND only) is for the said parking space. The price shall be paid by the Party of the Other Part in the manner given below:

- (Res. Flat 83, Sg. H. Cingra 120.00 fl. 2nd fl. no.)
- i) Rs. 6,45,000/- On or before the execution of this Agreement as earnest money;
 - ii) Rs. 66,000/- On or before the completion of Plinth;
 - iii) Rs. — On or before casting of the First Slab;
 - iv) Rs. — On or before casting of the Second Slab;
 - v) Rs. — On or before casting of the Third Slab;
 - vi) Rs. — On or before casting of the Fourth Slab;
 - vii) Rs. — On or before casting of the Fifth Slab;
 - viii) Rs. — On or before casting of the Sixth Slab;
 - ix) Rs. — On or before casting of the Seventh Slab;



- x) Rs. _____ On or before casting of the Eighth Slab;
 xi) Rs. _____ On or before casting of the Ninth Slab;
 xii) Rs. _____ On or before casting of the Tenth Slab;
 xiii) Rs. _____ On or before casting of the Eleventh Slab;
 xiv) Rs. _____ On or before casting of the Twelfth Slab;
 xv) Rs. _____ On or before casting of the Thirteenth Slab;
 xvi) Rs. 38,000/- On or before casting of the Fourteenth Slab;
 xvii) Rs. 38,000/- On or before casting of the Fifteenth Slab;
 xviii) The balance of Rs. 38,000/- at the time of delivery of possession;

A copy of the plan of the flat/parking space has been annexed to this Agreement and broad specifications of the building and amenities which will be provided in the flat have been given in Exhibit "B" hereto.

5. If the Party of the Other Part commits default in payment of any instalment as aforesaid on its respective due date and/or any other amount due and payable to the Party of the One Part under this Agreement (time being essence of the contract) and/or in observing and performing any of the terms and conditions of this Agreement, the Party of the One Part shall be at liberty to terminate this Agreement in which event the Party of the One Part shall be entitled to enter into and resume possession of the said flat/parking space and everything whatsoever therein and in that event the said deposit or earnest money and all other amounts paid by the Party of the Other Part to the Party of the One Part shall stand forfeited and the Party of the Other Part shall not be entitled to claim any right, title and interest in the said flat/parking space and shall not be entitled to claim any interest, compensation or damages as against the Party of the One Part. Upon the Party of the One Part terminating this Agreement under this clause, the Party of the One Part shall be at liberty to sell the said premises to any other person or persons as the Party of the One Part may deem fit and at such price and upon such terms and conditions as the Party of the One Part may decide and the Party of the Other Part shall not be entitled to question such sale or raise any objection or claim whatsoever against the Party of the One Part. The rights given by this clause to the Party of the One Part shall however be without prejudice to any other rights, remedies and claims whatsoever of the Party of the One Part against the Party of the Other Part under this Agreement and/or in law. Without prejudice to the rights and remedies



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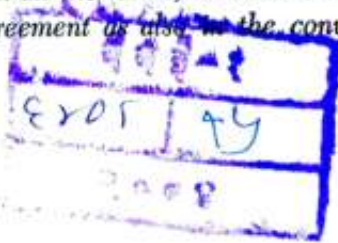
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available to the Party of the One Part pursuant to the aforesaid provisions, the Party of the One Part shall be entitled to recover from the Party of the Other Part, interest at the rate of 21% per annum on all amounts remaining due and payable by the Party of the Other Part under this Agreement, if such amounts remain unpaid for seven days or more after becoming due.

6. The Party of the One Part agrees to hand over possession of the said flat/parking space to the Party of the Other Part on or before 31st October 1987 SUBJECT HOWEVER to the availability of cement, steel and other building materials and subject also to any act of God, enemy, war or any other cause beyond the control of the Party of the One Part and also subject to the availability of water connection from the Bombay Municipal Corporation and electric connection from the B. E. S. & T. Undertaking. However if due to any reason the Party of the One Part is not able to give possession of the premises either by the above date or by the date mutually extended by the parties hereto, the Party of the Other Part will have right to put an end to this Agreement and in such an event the Party of the One Part will be bound to return to the Party of the Other Part all monies till then received as well as a sum of Rs. 5,000/- (Rupees five thousand only) as and by way of liquidated damages and thereafter this Agreement shall come to an end and no party will have any right against the other.
7. The Party of the One Part shall have first lien and charge on the said flat/parking space in respect of all due amounts with interest if any accrued thereon and payable by the Party of the Other Part to the Party of the One Part under the terms and conditions of this Agreement.
8. If any permission is required to be obtained or any compliance is to be made of any provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or of the Bombay Land Requisition Act, 1948 or of any other Central or State legislation and/or any rules framed thereunder the same shall be complied with by the Party of the Other Part in consultation and co-operation with the Party of the One Part and all costs, charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Party of the Other Part.
9. The Party of the Other Part hereby agrees with the Party of the One Part to pay all amounts liable to be paid by the Party of the Other Part to the Party of the One Part under this Agreement and to observe and perform all the terms, conditions and covenants contained in this Agreement as also in the conveyance.

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J. K. Aggarwal



in favour of any other deeds and assurances to be executed in favour of any Co-operative Society/Limited Company/Condominium or Association of persons (hereinafter for the sake of brevity referred to as "the Society") in respect of the said property and to indemnify and keep indemnified the Party of the One Part against non-payment and/or non-observance of the said covenants and conditions and against all claims, demands, actions, suits, proceedings, costs, charges and expenses that may be made, incurred or suffered by the Party of the One Part in respect thereof.

10. The Party of the Other Part shall have no claim save and except in respect of the particular flat/parking space hereby agreed to be acquired by him and he shall have no right, title or interest into or upon any other open space or unallotted parking spaces, lobbies, staircases, lifts and terraces (except the terrace of Abhilasha 'A' which has already been exclusively allotted to Parag Enterprises) which will remain the property of the Party of the One Part until the same is disposed of and in case the whole property is transferred and conveyed to the proposed Co-operative Society, Limited Company, Condominium or Association of persons, the Party of the One Part will become members in respect of such unsold or undisposed of portions.
11. Nothing contained in these presents shall be construed to confer upon the Party of the Other Part any right, title or interest of any nature whatsoever into or upon the said flat/parking space or the said land or the said Building or any part thereof and such conferment shall take place in favour of the Co-operative Society to be formed only upon execution of the Conveyance in their favour.

The Party of the One Part or any person nominated by the Party of the One Part or the persons to whom the rights conferred under this clause are assigned shall have an absolute right, to put up additional structures or make additions or alterations to the said property as may be permitted by the Municipal and other competent authorities. Such additions, alterations and structures will be the sole property of the Party of the One Part or its nominee or nominees as the case may be and they will be entitled to dispose of the same in any way they choose and the Party of the Other Part hereby consents to the same. The Party of the Other Part and/or his nominees or assignees shall at no time put up or erect or display any hoarding or advertisement on any part of the property including the terrace, parapet walls, compound or any other part thereof. This Agreement with Party of the Other Part and other purchasers of flat/parking spaces in the building shall be



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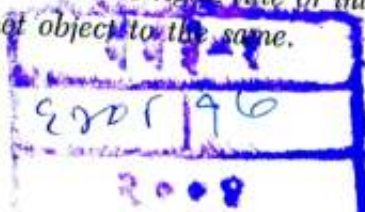
Shri. D. D. Desai
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subject to the aforesaid rights of the Party of the One Part or its nominees or assignees and the Party of the Other Part shall not be entitled to raise any objection thereto or ask for any abatement in the price of the flat/parking space or other premises agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience etc. IT IS HEREBY SPECIFICALLY AGREED that the Party of the One Part shall be entitled to nominate any other person or party to obtain the assignment of benefits of the rights and interest conferred by this clause upon the Party of the One Part. The nominees or assignees of the Party of the One Part shall be admitted as members of the Society PROVIDED FURTHER that neither party of the Other Part nor any of the purchasers of any flats or parking spaces shall be entitled to charge from the Party of the One Part and/or its nominees or assignees any amounts by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

13. The terrace of the building including the parapet walls shall remain the property of the Party of the One Part or their nominees or assignees who shall also be entitled to display advertisement in or over the walls of the terrace as well as on any portion of the said property including the compound and the walls of such compound and they shall be exclusively entitled to the income that may be derived by display of such advertisements at all times hereafter. The Agreement with the Party of the Other Part and all other purchasers of other premises in the said building shall be subject to the aforesaid rights of the Party of the One Part or their nominees or assignees and they shall be entitled to use the said terrace as well as portion of the said land in any manner they like and the Purchaser shall not be entitled to any abatement in the price of the said premises agreed to be acquired by him on the ground of inconvenience or any other ground whatsoever. IT IS HEREBY AGREED that the Party of the One Part shall be entitled to either nominate any person to obtain the benefits of the rights and interests conferred by this clause or to assign such benefits, rights and interest in favour of any other person.
14. If the Party of the One Part shall get the benefit of additional F. S. I. for construction from the Bombay Municipal Corporation or if for any other reason it becomes possible for the Party of the One Part to put up additional structures, the Party of the One Part shall be entitled to put any number of additional floors over and above the building to be constructed and will also be entitled to construct any other buildings in the said property and dispose of the flats in such additional structures and the Party of the Other Part shall have no right, title or interest in respect thereof and shall not object to the same.

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15. The Party of the Other Part shall not be entitled to any rebate and/or concession in the price of his flat/parking space on account of the construction of the additional floors in the said buildings and/or the changes, alterations and additions made in such building or buildings.
16. As soon as the building is notified by the Party of the One Part as complete, every flat/parking space holder (including the Party of the Other Part) shall pay to the Party of the One Part the balance of purchase price or deposits or other arrears payable by him under this Agreement within 7 days of such notice.
17. Under no circumstances, possession of the flats/parking spaces shall be given by the Party of the One Part to the Party of the Other Part unless all payments required to be made under this Agreement by the Party of the Other Part have been made to the Party of the One Part.
18. The Party of the Other Part shall from the date of receipt by him of the notice from the Party of the One Part to take possession of flat/parking space become liable to pay provisional amount of Rs. 1,500/- (Rupees one thousand five hundred only) per month towards Municipal taxes and other outgoings mentioned in the Schedule C hereto. The Party of the Other Part undertakes to pay the amount of provisional maintenance charges regularly every month within 7 days of the same becoming due, failure to pay this amount will entitle the Party of the One Part to terminate this Agreement by giving 10 days notice to the Party of the Other Part.
19. The Party of the Other Part agrees to pay following amounts to the Party of the One Part at the time of taking possession of the premises :
 - i) Rs. 15,000/- as deposits towards maintenance expenses, account whereof will be given to the Society of purchasers at the time of Conveyance or Assignment of the property;
 - ii) Rs. 9,000/- towards provisional monthly maintenance expenses (6 months basis);
 - iii) Rs. 251/- towards the share money and entrance fee;
 - iv) Rs. 500/- towards meter deposit for domestic and power meters;
 - v) The share in stamp duty and registration charges payable on the Conveyance or Assignment Deed to be executed in favour of the Society.



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The above deposit amounts will not carry any interest and will be paid over to the Society after deducting expenses incurred for respective items.

20. *In addition to the above the Party of the Other Part will also pay following non-refundable amounts to the Party of the One Part :*

- i) *Rs. 750/- being amount of legal charges for preparation of this Agreement;*
- ii) *Rs. 750/- being the amount required for formation of the Society, Limited Company or Condominium of flat/parking space holders;*

21. *Notwithstanding anything contained in this agreement, the Party of the Other Part hereby agrees to contribute and pay regularly his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in Schedule C hereof. Such share will be determined by the Party of the One Part on the basis of the area of each flat. The Party of the Other Part will not be entitled to ask the Party of the One Part to adjust the deposit amount towards the said Municipal taxes, outgoings or other expenses.*

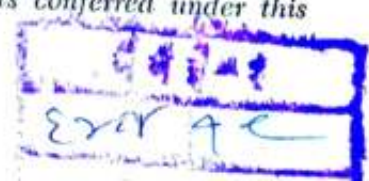
22. *So long as each flat/parking space in the said building shall not be separately assessed for the purpose of municipal taxes and water charges, the Party of the Other Part shall pay the proportionate share of the water tax and municipal tax assessed on the whole building, such proportion shall be determined by the Party of the One Part on the basis of the area of each flat. While determining the share of each Party in the maintenance expenses the area of a parking space will not be taken into consideration. However from the holder of parking spaces actual amount of Bombay Municipal Corporation tax will be charged.*

23. *It is agreed that in case the Party of the One Part has not been able to sell all the flats and parking spaces and before that if the Party of the One Part allows the Party of the Other Part and other purchasers to form a Co-operative Society, the Party of the One Part shall not be liable to pay maintenance charges (except actual Bombay Municipal Corporation taxes) or any other expenses for the unsold flats and parking spaces to the proposed Co-operative Society and/or Association of persons as the case may be.*

24. *The Party of the One Part shall become the members of the Society in respect of their rights and benefits retained under this Agreement. If the Party of the One Part transfers, assigns or disposes of such rights and benefits conferred under this*



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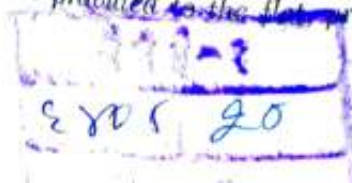
agreement at any time to anybody, the assignees, transferees and/or the purchasers thereof shall become the members of the Society in respect of the said rights and benefits. The Party of the Other Part will not raise any objection to admit such assignees or transferees as the members of the Society.

25. The Party of the Other Part hereby agrees that in the event of any amount becoming payable by way of premium to the Municipal Corporation or the State Government by way of betterment charges or development charges or if any other deposits or tax of a similar nature becomes payable by the Party of the One Part to any Government body, the same shall be paid by the Party of the Other Part, to the Party of the One Part along with other purchasers in proportion to the area of their respective flats.

26. In case, security deposit is demanded by the Bombay Municipal Corporation for the purpose of giving water connection to the building or for giving the occupation or a completion certificate or otherwise, such deposit shall be payable by all the holders of flats of the building in proportion to the area of their respective flats. The Party of the Other Part agrees to pay to the Party of the One Part such proportionate share of the deposits within 7 days of the demand made by the Party of the One Part, time being of essence. In case no separate amount is collected for this purpose from the various purchasers the Party of the One Part shall deduct such amounts from the deposits received under clause 19 above.

27. The Party of the Other Part shall maintain at his own cost the flat/parking space agreed to be acquired by him in the same good condition, state and order in which it is delivered to him (normal wear and tear excepted) and shall abide by all bye-laws, rules and regulations of the Government, Bombay Municipal Corporation and B. E. S. & T. undertaking and/or other authorities and legal bodies and shall also abide by all bye-laws, rules and regulations of the proposed Society and observe and perform the covenants and conditions of the hereinbefore recited Conveyance and shall be answerable and responsible for all breaches and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

28. If for any reason the Party of the One Part shall not get the electric connection for domestic power then the Party of the Other Part shall take the possession of the premises agreed to be purchased by him irrespective of the fact that the domestic connection is not provided to the flat provided however that



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Party of the One Part shall complete fittings of the domestic power point.

29. *The Party of the Other Part hereby agrees to pay all the amounts payable under the terms of this Agreement within seven days of the receipt of notice in writing from the Party of the One Part (time being of the essence of the contract). This will be without prejudice to the right of the Party of the One Part to receive such other payments for which no notice is required to be given.*
30. *In the event of the Party of the Other Part being a purchaser of only a parking space in the said building and in the event of the Party of the One Part entering into agreements for sale of other parking spaces in the building with other parties, the purchasers of such parking spaces shall not be entitled to become ordinary members of the Society but they will be made only associate members and a permanent right in respect of such parking spaces shall be granted to them.*
31. *The Party of the Other Part hereby agrees and undertakes to be a member of the Co-operative Society which shall be formed by the Party of the Other Part along with the other purchasers of flats/parking spaces (in which the Party of the One Part shall assist them) and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and registration of the Society including the bye-laws of the proposed society and shall duly fill in, sign and return all papers within seven, days of the same being forwarded by the Party of the One Part to the Party of the Other Part. No objection shall be taken by the Party of the Other Part in that behalf if changes or modifications are made in the bye-laws or the memorandum and articles of association, as may be required by the Registrar of Co-operative Societies or Registrar of Companies as the case may be or any other competent authority. The Party of the Other Part shall from time to time be bound to sign all papers and documents and do all other things as the Party of the One Part may require him to do for safe-guarding the interest of the Party of the One Part and other purchasers of flats/parking spaces in the said building.*
32. *The Party of the One Part hereby informs the Party of the Other Part that the predecessors-in-title of Messrs. Chetan and others have agreed to provide free of charge four flats or a duplex flat on the top-most floor of the building Abhilasha 'B' together with exclusive rights of terrace of the building Abhilasha 'A' and six covered car parking spaces to Parag Enterprises a tenant of the open land and old structure which*



was standing on the said property as and by way of alternative accommodation to the said Parag Enterprises for surrendering its tenancy rights in favour of the said predecessors-in-title and the Party of the One Part has agreed to provide such alternative accommodation to the said Parag Enterprises, therefore the Party of the Other Part hereby agrees and undertakes that he will not raise any objection to providing such alternative accommodation to Parag Enterprises and will also not object to its becoming member of the Society which will be formed of the various flat/parking space holders. The Party of the One Part further informs that necessary provision regarding rights of the said Parag Enterprises will be made in the Conveyance/Assignment Deed and the Party of the Other Part including other purchasers of premises will not make any objection to the same.

33. The Party of the Other Part hereby covenants to keep walls, partitions, sewers, drains, pipes and appurtenances of the building and premises agreed to be acquired by him in good tenable order, repair and condition and in particular so as to support and protect the parts of the building.
34. The Party of the Other Part shall not be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber, deal with or dispose of or assign the benefits of this agreement or any part thereof to any third party without the consent in writing of the Party of the One Part.
35. The Party of the Other Part shall permit the Party of the One Part and their surveyors or agents with or without workmen at all reasonable times to enter into or upon the flat/parking space or any part thereof for the purpose of repairing or re-building any part of the building, or for the purpose of making, repairing, maintaining, cleaning, lighting and keeping in order and good condition sewers, drains, pipes, cables, water covers, gutters, wires, structures and other conveniences belonging or serving to the building and also for the purpose of laying down, maintaining, repairing and testing gas and water pipes and electric wires and for similar purposes.
36. The Party of the Other Part shall not use the flat/parking space for which the same is not allotted and/or acquired or permitted to be used or for any purpose which may or is likely to cause nuisance or annoyance to the other occupiers of the flats/parking spaces in the building or to the occupiers of neighbouring properties or for any illegal or immoral purposes.
37. The Party of the Other Part will not at any time demolish or cause to be demolished the flat or any part thereof agreed to



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J. S. Dharwadkar

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be sold to him nor will he at any time make or cause to be made any additions or alterations of whatsoever nature to the said flat/parking space or any part thereof. The Party of the Other Part will not make any alterations in the elevation and outside colour scheme of the flat/parking space agreed to be purchased by him.

38. After the possession of the flat/parking space is handed over to the Party of the Other Part, if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Municipality or any statutory body, the same will be carried out by the Party of the Other Part in co-operation with the purchasers of the other flats/parking spaces of the building and the Party of the One Part shall not be in any manner liable or responsible for the same.
39. The Party of the Other Part shall not do or permit to be done any act, matter or thing which may render void or voidable any insurance of the said building or cause any increased premium payable in respect thereof.
40. The Party of the Other Part shall not decorate the exterior of his flat otherwise than in a manner agreed to with the Party of the One Part or in the manner as near as may be in which the same was previously decorated.
41. The Party of the Other Part shall not cause or create noise or nuisance to the other purchasers by allowing pounding of condiments or grinding on the masala stone or the like or playing music, radio, T. V. or any other instruments or device in a loud tone so as to cause nuisance or hardship to others.
42. The Party of the Other Part shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from his flat in the compound or any portion of the building.
43. The said building shall be known as "ABHILASHA" 'A' & 'B' and the Co-operative Housing Society or Limited Company to be formed shall bear the same if permitted by the Registrar of Co-operative Societies/Companies and the name shall not be changed without the written permission of the Party of the One Part.
44. Nothing contained in these presents is intended to be nor shall deemed to be a grant, demise, conveyance, assignment or transfer in law of the said premises or the land, hereditments and premises or the building thereon, or any part thereof, to the Party of the Other Part by the Party of the One Part.
45. The Party of the Other Part shall at no time be entitled to demand any separate Deed of Conveyance or any other assu-

of the One Part the lodgement number of the same to enable the Party of the One Part to admit execution thereof. If the Party of the Other Part will not lodge the agreement for registration, the Party of the One Part will not be responsible for consequences thereof.

54. All costs, charges and expenses including stamp duty and registration charges of this agreement shall be borne and paid by the Party of the Other Part alone.

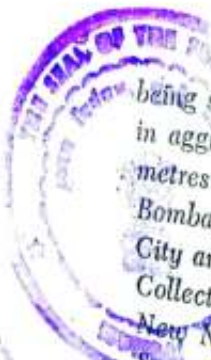
55. Messrs. Ambubhai & Diwanji, Advocates and Solicitors of the Party of the One Part shall prepare and/or approve, as the case may be, the Conveyance and all other documents to be executed in pursuance of this agreement, as also the bye-laws or the Memorandum and Articles of Association in connection with the formation, registration and/or incorporation of the Co-operative Society or the Limited Company or Association as the case may be. All costs, charges and expenses including stamp duty, registration charges and all other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society or the Limited Company or Association as the case may be, shall be borne, shared and paid by all the holders of flats/parking spaces and holders of other premises of the said building in proportion to the areas of their respective flats.

56. The Party of the Other Part hereby agrees to pay brokerage to Messrs. Heera Housing Agency/ _____ at the rate of 2% on the total consideration for purchasing the said flat/car parking space.

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

THE SCHEDULE "A" ABOVE REFERRED TO :

ALL THOSE pieces or parcels of leasehold land or ground being sub-divided Plot Nos. G and H containing by admeasurement in aggregate 5050.05 square yards equivalent to 4222.34 square metres or thereabouts situate at Gowalia Tank Road in the City of Bombay and in the Registration District and Sub-District of Bombay City and Bombay Suburban and registered in the Books of the Collector of Land Revenue under Old Nos. 662, 299, 300, 639/505, 144, New Nos. A/3002, 2033, 2039, 11A/2038, 2065, D/2487, 1318 Old Survey No. 62 and New Survey Nos. 1251, 7061, 1-2-3-4A and 8-9-10/7057 and 1-2-3-4-4A/7056, G/7058 and Cadastral Survey No. 580 (part) of Malabar and Cumballa Hill Division assessed by the



Shashi Desai

1.1.1968

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Assessor and Collector of Municipal Rates and Taxes under D Ward bearing following Nos.

D-3381	(3A) 46A
D-3668 (I.R.A.)	37-A-A
D-3381	(3C) 46AC
D-3381	(3D) 46AD
D-3381	(1-3) 46D-46H
D-3367	(1C) 9D

and bounded as follows : that is to say on or towards the East by the property belonging to L. P. D'Souza on or towards the West partly by the property belonging to Readymoney Agiary Trust and partly by the property of Charandas Chatturbhuj; on or towards the North by the property of Gangadhar Shastri and on or towards the South partly by the remaining property bearing Plot Nos. A, B and C retained by the Vendor and partly by the access road and partly by the property of Dossabai daughter of Feroze Shah Merwanjee and beyond that by the property of Pestonji Kaikhushru Banaji.

.... THE SCHEDULE "B" ABOVE REFERRED TO :

ALL THAT piece or parcel of freehold land or ground admeasuring 466 squares yards equivalent to 389.68 square metres or thereabouts situate at Gowalia Tank Road without the Fort and in the Registration Sub-District of Bombay registered in the books of the Collector of Land Revenue under Old Nos. 144, New No. 1318, Old Survey No. 53, and New Survey No. 3/7056 and Cadastral Survey No. 530 of Malabar and Cumballa Hill Division and bounded as follows that is to say on or towards the East by the property of Louis P. D'Souza on or towards the West and South by the property firstly described in the Deed of Assignment and Conveyance dated 16th July 1984 and on or towards the North by the property thirdly described in the Deed of Assignment and Conveyance dated 16th July 1984 with all the buildings and messuages standing thereon and assessed by the Collector and Assessor of Municipal Rates and Taxes under D Ward formerly under No. 3381 (7-A) and 3387 (1C) and Street Nos. 38 and 9D and now under D Ward Nos. 381 (1-2-3), Street No. 46-46H Ward No. 3381 (3A), Street No. 46AC Ward No. 3381 (3D), Street No. 46AD, 3381 (7A), Street No. 42-44-46-46A Ward No. 3381 (7B), Street No. 46B Ward No. 3381 (7C), Street No. 46C Ward No. 3384-85, Ward No. 3387 (10) Street No. 9D.

THE SCHEDULE "C" ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, redecorating etc. of the buildings and in particular the roof, gutters, water pipes, gas pipes and electric pipes in, under or upon the buildings and enjoyed or used by the Part of the Other Part in common with the other owners of the premises.

Shri D. Narayan

Shri D. Narayan



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2) M

MESSRS CHETAN ASSOCIAT
PARTNER.

2

SIGNED SEALED AND DELIVERED

by the withinnamed Party of the

Other Part SHEN/SMT. KUM. / EVEND 11/17/13

PHOTOGRAPH BY: J. JARROCK & J. JARROCK

Supervised by _____
in the presence of _____

1

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Shashi Dasgupta
J. K. Aggarwal

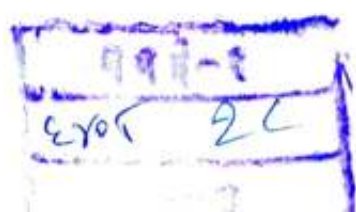


Exhibit 'A'

MESSRS AMBUBHAI & DIWANJ

ADVOCATES, SOLICITORS & NOTARIES

Lentin Chambers, Dalal Street,
Fort, BOMBAY-400 023.

TO WHOMSOEVER IT MAY CONCERN.

Re : Sale of immoveable property being partly leasehold and partly freehold containing by admeasurement 4612.02 square metres or thereabouts situate at August Kranti Marg (Gowalia Tank Road) in the City of Bombay bearing C. S. No. 530 (part) of Malabar and Cumballa Hill Division.

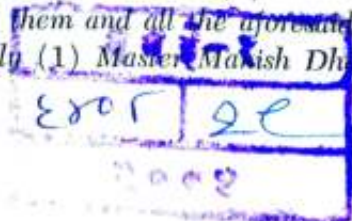
Shreedevi Shripal Patil

to

Mafatlal Sanwelchand Bafna and ors.
popularly known as Chetan and ors.

THIS IS TO CERTIFY that by an Indenture of Assignment and Conveyance dated 16th July 1984 and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1699 and made between Shreedevi Shripal Patil as the Vendor of the First Part, Mafatlal Sanwelchand Bafna carrying on business in the firm name and style of Messrs. Chetan Enterprises as the sole proprietor of the Second Part and the said Mafatlal Sanwelchand Bafna and 15 others popularly known as Chetan and others as the Purchaser of the Third Part, the said Chetan and others purchased the above mentioned property from Shreedevi Shripal Patil and the said property has now been duly vested in Chetan and others.

Thereafter (1) Shri Dharnidhar Khimchand Shah, (2) Shri Sanwelchand Chunilal Bafna, (3) Shri Mafatlal Sanwelchand Bafna, (4) Smt. Lilavati Dharnidhar Shah, (5) Smt. Bhagudevi Sanwelchand Bafna, (6) Smt. Kamla Mafatlal Bafna, (7) Sanwelchand Chunilal Bafna, as Karta and Manager of his HUF and (8) Shri Mafatlal Sanwelchand Bafna as the Karta and Manager of his HUF agreed to carry on business in partnership with each other inter alia for development of the said property by constructing and completing buildings thereon and selling, and/or otherwise disposing off the flats and other premises on ownership basis or otherwise in the firm name and style of Messrs. Chetan and others and for the purpose of carrying on the said business the aforesaid parties admitted (1) Shri Kantilal Achlaji Shah, (2) Shri Prithviraj Ghewarchand Seth and (3) Smt. Nirmala Ramesh Bhimani as partners with them and all the aforesaid parties agreed to admit the minors namely (1) Master Manish Dharnidhar



Shashi Dargal

K. Agarwal

Shah, (2) Master Rajendra Sanwelchand Bafna, (3) Miss Rekha Mafatlal Bafna, (4) Miss Vidhya Mafatlal Bafna, (5) Miss Renuka Mafatlal Bafna, (6) Miss Namita Mafatlal Bafna, (7) Master Kailash Mafatlal Bafna and (8) Master Chetan Mafatlal Bafna to the benefits of the said partnership upon the terms and conditions contained in the said Deed of Partnership dated 22nd October 1984. By and under the said Deed of Partnership the aforesaid parties of the First to Eighth parts and the aforesaid minors who have been admitted to the benefits of the said partnership have brought into the said partnership their undivided share, right, title and interest in the said property as and by way of their respective capital contribution in kind by way of stock-in-trade. In the circumstances the said property has now become vested in the said partnership firm of Messrs. Chetan and others.

THIS IS TO CERTIFY that we have investigated the title of the said partnership firm of Messrs. Chetan and others to the above property and in our opinion the title to the said property is marketable and free from encumbrances.

Dated this 29th day of June 1985.

For M/s. Ambubhai & Diwanji
Partner
(P. N. Nanavati)
Advocates and Solicitors.



Shashi Deshpande

/s/ Agaswal

EXHIBIT "B"

LIST OF SPECIFICATIONS AND AMENITIES OF
THE BUILDING

1. MAIN ENTRANCE : The pillars of the main entrance will be clad with granite and brass name plate of the building will be put on granite with decorative lights.
2. COMPOUND : The compound of the building will have walls, flower beds. Ashoka trees, Gul-mohar trees and other trees all along.
3. GARDEN : An amusement park for kids and lawn for elders. A fountain and pedstal lights will make the garden more attractive.
4. SECURITY & INTER-COM. : R. C. C. booth for security personnel will be provided with inter-com. arrangement with each flat.
5. LOBBY : Entrance hall of the building will be decorated with aesthetic combination of granite, marble, smoke mirrors and other like material. Brass name plates of flat owners will be put on selected granite. Indoor foyer will also have plants to beautify the same.
6. SOCIETY OFFICE : An office for managing the affairs of the Society with independent w.c. for staff.
7. ARRANGEMENT FOR SERVANTS : Separate arrangement for w.c. and bath will be made for domestic servants.
8. VISITORS' PARKING : Facility to park visitors cars will be provided separately.
9. PUBLIC PHONE : Attempt will be made to provide a public telephone in the compound of the building.
10. CAR WASHING : Arrangement will be made for washing cars and cleanliness of the place.
11. GARBAGE REMOVAL : A chute will be provided for sending down garbage to garbage well and provision for cleanliness of the same.



Shri Yashwanth Chaluky

J. K. Agarwal

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12. TV, VCR & TELEPHONE : A common antenna will be provided for televisions of flat-holders and a common VCR will be provided with cable facility to display pictures and programmes to all flat-holders. Telephone wire and Junction Box will be given at every landing.
13. LIFTS : Two decorative automatic high speed lifts with piped music for each wing of the building.
14. FIRE-SAFEGUARD : Fire fighting equipments of good quality with fire signal light will be provided.
15. LIGHTENING ARRESTOR : Lightning arrestor to protect the building will be put up.
16. PIPE FITTINGS : Cast iron pipes for downtake of drainage water will be used and will pass through duct.
17. TERMITE TREATMENT : Anti-termite treatment will be given while laying down foundation of the building to safe-guard the same against risk of white-ants.
18. ILLUMINATION OF THE BUILDING : The entire complex will have concealed copper wiring linked with three phase meters and miniature circuit breakers.
19. EXTERNAL PAINTING AND APPEARANCE : Outside portion will be painted by Eopxy Santex.
20. STAIRCASE DADO : The side and faces of staircase will have 5' dado and covered with Ventex, the top of which will be beaded by teak wood.

11. AMENITIES INSIDE THE FLATS :

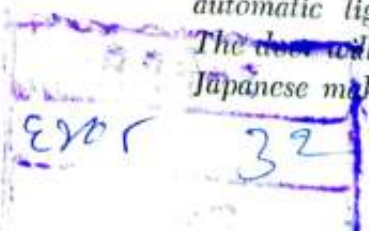
- A. LIVING ROOM : (i) Its main door will be in C. P. teak wood panel type and fitted with brass hinges and will be polished with french polish and have automatic lighting arrangement. The door will have a peep eye of Japanese make, main handle and



hashi Daxatay

/s. Aganw

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hole-drop of brass, a letter-box, Godrej night latch. Inside of the door will have brass handles, safety chain and tower bolt.

- (ii) Marble flooring and skirting.
- (iii) Two fans, four light points, one A.C. point, one 5 AMPs plug point on board and another on required level.

B. BED-ROOMS

- (i) Flooring & skirting will be of marble mosaic tiles.
- (ii) Doors will be flush doors with both sides veneer and french polish and have mortis locks. All fittings will be of brass. One fan in each bed-room.
- (iii) Three light points, one 5 AMP point at Board, another at required level and one point for A.C.

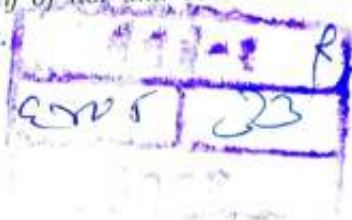
C. KITCHEN

- (i) Flooring and skirting will be of marble.
- (ii) Cooking platform and paniyara will be of granite. A marble shelf will be provided under the platform and glazed tiles in screen design upto 2' 6" will be provided on the wall above marble. The sink will be of stainless steel. A tap for storage and a boiler for hot and cold water supply on tap. Earthenware copper wiring with provision for one fan point, one refrigerator point, one cooking range point, one flour mill point, two light points and two 5 AMP plug points.

D. TOILETS

- : Flooring will be of marble and walls upto ceiling will be covered by screen tiles of 4" x 4" size.

Boiler with a thermostat to ensure supply of hot and cold water continuously.



Shashi Daxari

J. H. Agarwal

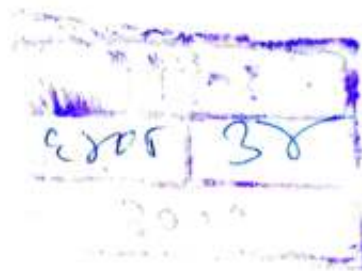
Water pipes will be concealed in the walls. An attractive wash basin, mirror, soap tray, towel rod and small cupboard will be additional facilities.

English w.c. will be either couple closet type or w.c. with a seat and flush valve. An R. C. C. loft will be provided for additional storage capacity.

Electric fitting in copper wiring will be of concealed type and two light points and one 5 AMP point on the switch board will be provided.

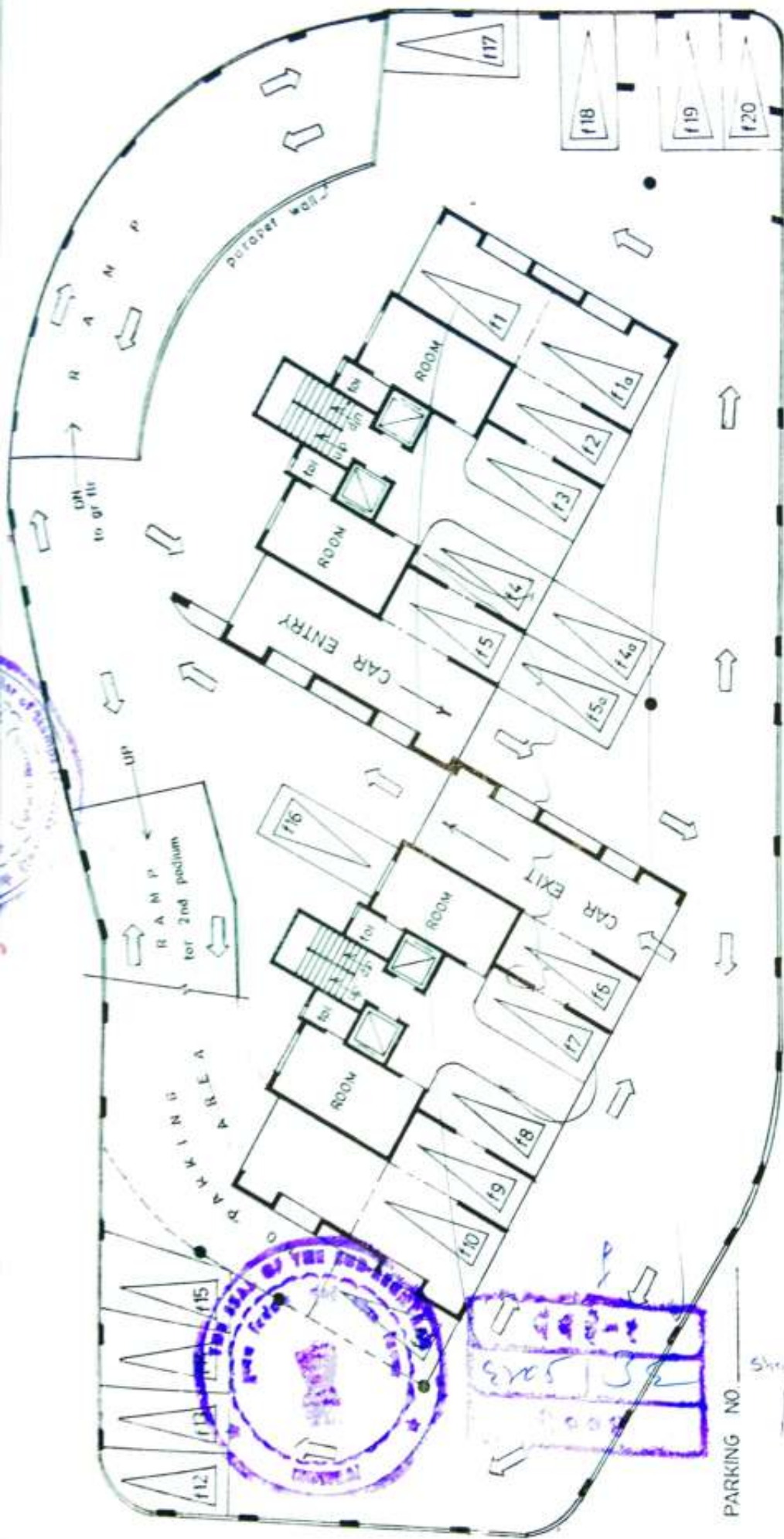
DOORS & WINDOWS : Bed rooms and kitchen doors will be of flush type and have veneer on both the sides and finished in french polish. Toilet doors will be of Marine ply flush door and fitted with brass baby latches and handles and will also have Aluminium shoes at the bottom to resist natural wear and tear.

Low level windows will be of aluminium sliding type and will have Aluminium railings. All windows will be provided with marble sills.





parking plan for gr. floor in "ABHILASHA"



parking plan for 1st podium in "ABHILASHA"

PARKING NO.

Shreshth Datta
Approved