

401

401

**Agreement For Sale
"RAJNI GANDHA"**

**Talamki Road,
Santacruz (W.),
Bombay-400 054.**

Flat/Unit/Shop No. 401





ARTICLES OF AGREEMENT made at Bombay this 28th day of June 1982 Between M/s Kakad Investments a firm having its office at 133- Gopal Nivas, Princess Street, Bombay-400 002 hereinafter called the builders (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the builder or the builders of the said Society for the time being their or his or her heirs, executors, administrators and assigns and the said Society when formed and registered its successors and assigns) of the One Part And Messrs. V. M. Hirajlal & Co at present residing at Chowk Swadeshi Market Kalbadevi Rd. Bomb hereinafter referred to as "the Acquirer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns) of the Other Part:

WHEREAS one Dhirajlal Hirajlal Parikh in his personal Trust capacity as also in the capacity of a Trustee of a Private Trust called Bhavesh Corporation, and Punjilaxmi Hirajlal Parikh in the capacity of a Trustee of this aforesaid trust are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the piece or parcel of lands hereditaments and premises situate at Danda, Santacruz in Greater Bombay and more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by red coloured boundary line (hereinafter referred to as "the said property").

AND WHEREAS the aforesaid Owners (hereinafter referred to as the "Original Owners") by virtue of and under an agreement dated 7th April 1982 agreed to sell the said property described in the Schedule hereunder written to the builders upon the terms and conditions and for the consideration mentioned therein.

The builders had entered into the said Agreement dated 7th April 1982 with a view to develop the said property described in the Schedule hereunder written by constructing thereon building or buildings consisting of flats/shops/units/garages and to sell and/or dispose of the same to various acquirers and to appropriate the sale proceedings thereof for their own use and benefit.

The builder has informed the Acquirer that the Municipal Corporation of Greater Bombay has issued the L.O.D. and the Commencing Certificate to the Original Owners interalia authorising the original Owners and therefore the builder to develop the said property by constructing a building thereon consisting of seven floors. In accordance with the plans which have been already sanctioned by the Municipal Corporation of Greater Bombay.

The builder has been put in possession of the said property by the original Owners pursuant to the agreement for Sale dated April 1982 interalia for developing the said property in accordance with the sanctioned plans.

The builder has already commenced the development of the said property.

The builder has represented to the Acquirer that the title of the original Owners to the said property has been by the Advocates of the builders M/s. Madhukar Munim & Co., who have issued a certificate with regard thereto, a copy of which is annexed as Annex. 1 hereto.

The Acquirer has approached the builder with a request to sell and/or transfer to the Acquirer on what is known as "Ownership Basis" flats/shops/unit garage bearing No. 401 on the 4th floor of the building on the terms and conditions and for the consideration hereinafter appearing.

NOW IT IS HEREBY AGREED, RECORDED DECLARED AND CONFIRMED by and between the Parties hereto as follows:

1. The builder has represented to the Acquirer that the builder has commenced the development of the said property in accordance with the plans and specification and designs sanctioned by the Municipal Corporation of Greater Bombay. The Acquirer has also seen all the said plans, specifications and designs and has approved of the same and has agreed with the builder that the builders will be entitled to make such variation and/or modification and/or alterations in the said plans as may be required to be done by the Municipal Corporation of Greater Bombay or any other local authorities and which the

builder himself may consider necessary and desirable and this Agreement shall operate as an irrevocable consent of the Acquirer to the builder from making such alterations, variation and/or modifications in the said plans.

2. The Acquirer has prior to the execution of this Agreement pursued the said title certificate and has satisfied himself/herself about the title of the original Owners to the said property. The Acquirer shall not be entitled to investigate further the title of the builder and/or the original Owners and no requisitions and/or objections shall be raised on any matter relating to the aforesaid title certificate issued by M/s. Madhukar Munim & Co.

3. The Acquirer agrees to acquire flats ~~number parking space~~ bearing No. 401 on the 4th floor in the building "Rajiniganjha" (hereinafter referred to as the "said unit") which is more particularly delineated on the plan annexed hereto and thereon shown surrounded by red coloured boundary line for the total consideration amount of Rs. 426250/- which includes the proportionate consideration in respect of the undivided land and the plans and specifications annexed as Annexure 2, are examined and approved by the Acquirer.

4. The aforesaid consideration amount of Rs. 426250/- in respect of the said unit shall be paid unit by the Acquirer to the builder in the manner following:

- (a) Rs. 40000/- on or before the execution hereof;
 (b) Rs. 110000/- on or before 1st & 2nd slab
 (c) Rs. 100000/- on or before 3rd & 4th "
 (d) Rs. 100000/- on or before 5th & 6th "
 (e) Rs. 50000/- on or before 7th & 8th "
 (f) Rs. 26250/- on or before the Builders handing over possession of the said unit to the Acquirer.

On the failure of the acquirer to pay any of the aforesaid amounts on their respective due dates, whether formally demanded or not, the builder shall have an option to terminate this agreement and either refund to the acquirer all the moneys paid hereunder without any interest or to forfeit the same and thereafter, the Acquirer shall have no claim of any nature whatsoever against the builder, the intent being, and it is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the consideration amount shall be of the essence of this agreement. On the termination of

the said agreement by the builders in the manner mentioned hereinabove, the builder shall be entitled to sell the said unit agreed to be sold to the Acquire, to any other party as the builders may deem fit and the Acquirer shall not have any right or claim of any nature whatsoever in, to, or upon the said unit or any part thereof.

5. The builder agrees to give possession of the said unit to the acquirer on or before June 1983 subject to availability of cement, steel, water for construction, or any other building materials and subject to strikes, civil commotion or any act of God or natural calamities such as earthquake, flood etc., and subject to the builder being prevented by any such causes beyond the control of the builders.

6. IT IS EXPRESSLY AGREED that the builders shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes for residential or for commercial use and/or any other uses that may be permitted by the Municipal Corporation of Greater Bombay and other authorities in that behalf and the Purchaser or his assignee or assigness shall not object to the uses of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.

7. The Acquirer has informed the builder that he/she desires to use the said premises for residential/shop purpose and/or any other purposes or uses as may be permitted by the builders and the Municipal Corporation of Greater Bombay and other authorities from time to time. However, the Acquirer shall not change the user of the premises without prior written permission of the builders.

8. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said buildings shall always belong to the builder and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit and proper. In the event of the builder obtaining permission from the Municipal Corporation of Greater Bombay for constructing any type of premises on the terrace, or the open spaces then the builder shall be entitled to dispose of such premises constructed by them on the terrace with or without the terrace to such person or persons on such terms as the Promoter may deem fit. The builders shall be entitled in that event to allow the entire terrace to be used by the Acquirer of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Acquirer of such premises constructed on the terraces. The acquirer of the premises that may be constructed on the terrace or open space will be admitted as members of the society that has been formed as above and shall allot to such acquirer the premises that may have been constructed on the terrace with or without the terrace. In

the Society shall be entitled to depute its representative to go to the the event of any water storage tank for the building being constructed on terrace for the regular check-up and upkeep and for repairing the tank at all reasonable times and/or during such time as may be mutually agreed upon by the Acquirer of the premises on the terrace.

9. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Acquirer in respect hereunder of the said premises agreed to be acquired by the Acquirer, the builder shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in the said land more particularly described in the first and second schedules hereunder written and/or in the building to be constructed by the builder or any part hereof in accordance with the provisions of law for the time being in force.

10. IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES HERETO that the builder shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to mortgage the said, pieces of land and/or the entire construction work put up thereon or any part thereof, and such mortgage created by the Builders for obtaining construction loan shall have a priority over the right or charges in favour of the Acquirer for the payments made by the Acquirer hereunder:

11. The Flat-holder agrees and binds himself to pay regularly every month by the 5th of each month to the Builders until the Conveyance of the said property is executed in favour of a Co-operative Society or a Limited Company as aforesaid and thereafter to the aforesaid Co-operative Society or the Limited Company as the case may be, the proportionate share that may be decided by the Builders or the Co-operative Society or the Limited Company, as the case may be, for (a) insurance premium, (b) all Municipal and other taxes and outgoings that may from time to time be levied against the land and/or building, including water taxes and the water-charges, (c) Outgoings for the maintenance and management of the building, common lights, and other outgoings and collection charges incurred in connection with the said property. The Flat-holder shall deposit with the Builders before taking possession of the said flat a sum of Rs. 2,000/- as deposit towards the aforesaid expenses and outgoings and the legal costs. The said sum shall not carry interest and will remain with the Builders until the Conveyance is executed in favour of a Co-operative Society or to a Limited Company as aforesaid and on such conveyance being executed, the aforesaid deposit shall be paid over to the Co-operative Society or the Limited Company as the case may be. The Flat Holder shall also keep deposited with the Builders at the time of taking possession, a sum of Rs. 251/- as the share money and application fee.

12. The Flat holder agrees and binds himself/themselves to pay from the date of the occupation certificate proportionate share as determined by the Builders of all the outgoings in respect of the property including insurances, taxes, common light, sanitation, additions and alterations, repairs, salaries of clerks, bill collectors, chowkidars and all other expenses necessary and incidental to the property and the upkeep thereof. The flat holder shall before taking possession of the said flat will deposit a sum of Rs. 2,000/- as particularised below with the Builders as Security for the due compliance by the Flat-holder with all their obligations under this agreement. Further until the Municipal taxes are fixed and the exact amount is ascertained the Flat-holder agrees that from the said aforesaid date they shall regularly pay Rs. 400/- every month in advance to the Builders. The Flat-holders also agrees that towards and on account of their share of Municipal taxes and ground rent from the aforesaid date they shall regularly pay the Builders every month in advance a sum of Rs. 200/- approximately towards the amount of maintenance expenses. The Society charges paid by the Flat-holder is not adjustable against any dues from the Flat-holder under this agreement and it will be held as balance without any interest till the Conveyance of the land building is executed.

Particulars of Society charges of Rs. 2,000/-

- Rs. 250.00 Share money
- Rs. 1.00 Entrance fee.
- Rs. 1,700.00 Advance against Municipal taxes etc.
- Rs. 10.00 Registration fee which is unaccountable.

13. The Flat-holder agrees and binds himself to pay to the Builders by the 10th of each month from the date of notice of possession and until the Society is formed (as also thereafter to such society) the proportionate shares in respect thereof:

- (a) Insurance premium.
- (b) All Municipal and other taxes and outgoings that may be from time to time levied against the land and/or buildings water charges.
- (c) Outgoings for management, maintenance of the buildings, common lights, and other outgoings and wages of chowkidars, sweepers etc.
- (d) Collection charges thereof.

The monthly outgoings in respect of taxes, and management expenses for each flat is at present tentatively estimated at Rs.

14. The Acquirer shall permit the builder and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her premises or any part thereof for the purpose of repairing any part of the building and for laying, checking and repairing cables, water lines, gutters, wires, structure and other conveniences belonging to or serving to or used for the said building and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the Acquirer or the occupier of such premises, as the case may be, shall have committed default in paying his/her share of the water tax and/or other outgoings and the electric charges and all other outgoings.
15. After the possession of the premises is handed over to the Acquirer, 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 other statutory authority, the same shall be carried out by the Acquirer of the premises in the said building at his/her own costs and the builders shall not be in any way or manner liable or responsible for the same.
16. The Acquirer shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof. The builders shall not be liable to insure the said premises and/or to contribute anything towards the payment of the insurance premium or other charges in respect thereof.
17. Any delay or indulgence by the builder in enforcing the terms of this agreement or any forbearance or giving time to the Acquirers for any reason whatsoever shall not be considered as a waiver on the part of the builder of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice the remedies of the builder.
18. The letters, receipts and/or notices issued by the builder despatched under certificate of posting to the address known to them of the Acquirer or posted on the conspicuous part of the said building will be sufficient proof of receipt of the same by the Acquirer and shall completely and effectively discharge the builder.
19. If the Acquirer neglects, omits or fails to pay for any reason whatever to the builder any part of the amount due and payable to the Builder under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the builder

shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall cease and stand terminated. The Acquirer hereni agrees that on the builder's re-entry on the said premises as aforesaid all the right, title and interest of the Acquirer in the said premises and under this agreement shall cease, and the Acquirer shall also be liable for immediate ejection (of the Acquirer) as a trespasser.

20. The name of the Society to be formed hereafter shall be Rajnigandha Co-operative Housing Society or any other name which may be determined by the Builder and the Acquirers shall not be entitled to change the said name at any time in future.

21. It is hereby expressly agreed by and between the parties hereto that the Builder shall be entitled to recover from all the Acquirers, before the possession is given to the Acquirer of the premises hereby agreed to be sold all the amounts of deposits paid by the builder to the various authorities which are non-refundable on account of the said building.

22. Nothing herein contained shall be constructed to confer upon the Acquire right, title or interest of any nature whatsoever into, or upon the said property or building or any part thereof, or the said flat/shop/unit. Such conferment shall take place only upon a Co-operative Society or a limited company being formed by the Acquirers of different flats in the said building and execution of the Conveyance in favour of such Society or limited company as hereinafter stated.

23. The Acquirer shall have no claim save and except in respect of the flat/shop/unit agreed to be acquired by him/her that is to say, the open spaces, lobbies, terrace, flats etc., will remain the property of the builder until the whole building is transferred to a Co-operative Society or a limited company as hereinafter mentioned, but subject to the right of the builder as hereinafter stated.

24. The builder shall have a right until the execution of the Conveyance in favour of proposed Society or the limited company to make additions or to put up any additional structures or storeys or as they may be permitted by the Government of Maharashtra or other competent authorities, and such additions, structures or storeys shall be the property of the builder who will be entitled to dispose of the same in such manner as they may deem fit. For the said purposes the builder shall be entitled to make such modifications and or alterations in the building plans as the builder shall deem fit, and this shall operate as an irrevocable consent of the Acquirer to the builders making such alterations and/or additions provided that the above does not in any way affect or prejudice the right granted in favour of the acquirer in respect of the flat

agreed to be acquired by the Acquirer. The builders shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title or interest in the said property or in the said building to be constructed by the builder Provided However and it is hereby agreed and declared that for aforesaid purpose, the builder shall be entitled to have the said plans altered, modified, amended and/or varied and duly sanctioned by the Municipal Corporation of Greater Bombay, and that the Acquirer shall be deemed to have consented to such changes, additions alterations and/or modifications being made in the said plans and this shall be deemed an irrevocable consent on the part of the Acquirer to the builder making such alteration and/or modifications and/or changes and/or additions in the said plans which have already been duly sanctioned by the Municipal Corporation of Greater Bombay.

25. As soon as the building is notified by the builder as complete, each of the Acquirers of the flats/shops/units (including the acquirer herein), shall pay the respective arrears of the price payable by them within 15 days of such notice being served individually or to be put in any prominent place in the said building. If any of the flat acquirers fail to pay the arrears as aforesaid, the builder shall be entitled to terminate this agreement with the flat acquirer and to refund to such acquirer all the instalments of purchase price paid by such acquirer till then, but without interest, but deducting thereout all the outgoing in respect of the flat to be acquired by him/her from the date of completion of the building till the builder shall have disposed of such flat/shop/unit.

26. Under no circumstances possession of the flat/shop shall be given by the builder to the Acquirer until all payments required to be made under this Agreement by the Acquirer have been made to the builders.

27. The builder shall, in respect of any amount remaining unpaid by the Acquirer under the terms and conditions of this agreement, have a first lien and charge on the said flat/shop/unit agreed to be acquired by the Acquirer.

28. The builder shall execute in favour of the Society or the limited company to be formed by the acquirers of flats/shops/units in the said building, the Conveyance in respect of the said property together with the building and or buildings to be constructed thereon by the builder Such conveyance shall be prepared by Messrs. Madhukar Munim & Co, Advocates and Solicitors, and shall contain such provisions as the said Advocates shall deem fit and necessary.

29. The Acquirer hereby agrees that in the event of any amount due to the Municipality or to the State Government or betterment charges or development tax, or payment of similar nature becoming payable by the Builders, the same shall be reimbursed by the Acquirer in the proportion to the area of the flat agreed to be acquired by the Acquirer.

30. The Acquirer shall maintain at his/her own costs the [flats/shops] unit agreed to be purchased by him/her in the same good condition, state and order in which it is delivered to him/her, and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Bombay and the B.E.S. & T. Undertaking, and any other authorities and local bodies and shall attend, answer and be responsible for all actions 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.

31. The Acquirer hereby agrees and undertakes with the Builder to pay the amounts agreed to be paid by the Acquirer under this Agreement and to observe and perform the covenants and conditions contained in this agreement and to keep the Builder indemnified against the said payments and observance and performance of the said covenants and conditions except in so far as the same ought to be observed by the Builder.

32. The Acquirer hereby agrees and undertakes to become a member of the Co-operative Society or limited company to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and other papers and documents necessary for the formation and registration of the Society or the limited company including the bye-laws of the Society and duly fill in sign and return within ten days of the same being forwarded by the Builder. No objection shall be taken by the Acquire to draft bye-law as may be required by the Registrar of Co-operative Societies or other competent authorities. The Acquirer shall be bound from time to time to sign all papers and documents and do all other things as the builders may require him/her to do from time to time, for safeguarding the interest of the Builder and other acquirers of flats/shops/units in the said building and failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end.

33. The Acquire hereby covenants to keep the walls and partition walls, sewers, drains, pipes and appurtenants of the said unit in good and tenantable repairs and condition, and in particular, to support, shelter and protect the parts of the building other than his/her flat.

34. The Acquirer shall not without the written permission of the Builder let, sub-let, sell, transfer, convey, mortgage, charge or in any manner encumber or deal with or dispose of the said unit or assign, under-let or part with his/her interest under or the benefit of this agreement or any part thereof or in the said unit until the execution of the Conveyance in favour of the Co-operative Society or a limited company, and till the acquirer shall have paid to the builders all the money payable to them under this agreement.

35. The Acquirer shall not use the said unit or permit the same to be used for any purpose whatsoever other than as a residence or shop nor for any purposes which may or are likely to cause nuisance or annoyance to occupiers of the other flats in the building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purposes.
36. The Acquirer shall not at any time demolish or cause to be demolished the said unit or any part thereof agreed to be taken by him/her nor will he/she at any time make or cause to be made any alterations, additions of whatsoever nature to the said flat/shop/unit or any part hereof. The Acquire shall not permit the closing of the verandah or lounges or balconies or make any alterations in the elevation and the outside colour scheme of the unit agreed to be acquired by the Acquirer. The Acquirer shall not keep clothes for drying in the balcony.
37. The Acquirer shall not do or permit to be done or omit to do any act which may render void or voidable the insurance of any flat/shop/unit in any part of the said building or cause any increased premium to be payable in respect thereof.
38. The Acquirer shall not decorate the exterior of his/her unit otherwise than in the manner in which the same was previously decorated.
39. The Acquirer shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown out from the said unit in any part of the building and/or unit in the compound or any portion of the building.
40. After the building is completed and is ready and fit for occupation, and after the Society or the limited company is registered and only after all the units in the said building and/or building to be constructed by the Builder as aforesaid have been sold and disposed of by the Builder and the Builder have received all dues payable to them under the terms of the agreements with various acquirers, the Builder shall execute and/or cause to be executed a Deed of Conveyance in favour of the said Society or a limited company as hereinabove provided.
41. All costs, charges and expenses in connection with the formation of the Co-operative Society or the limited company as well as the costs of preparing engrossing, stamping and registering all the agreements, conveyances and other documents required to be executed by the builders or by the Acquirers, stamp and registration charges in respect of such Society or limited company as well as the entire professional costs of the Advocates of the Advocates of the builders in preparing and approving all such documents shall be borne

and paid by all the members of such society or the limited company including the Acquirer. The Builders shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Acquirer shall be paid by him/her immediately on demand.

42. If at any time hereafter the floor space index in respect of the said property described in the Schedule hereunder written shall be increased the benefit of such increase in F.S.I. shall be available to the Builder in his capacity as the Builder only. The Builder shall be entitled to put up additional structures on the said property either by way of putting up additional storeys on the said building proposed to be constructed on the said property as aforesaid or by putting up new structures on the said property in accordance with the plans which may be sanctioned by the Municipal Corporation of Greater Bombay or other authorities irrespective of whether the Conveyance in respect of the said property shall have been executed in favour of Builder, or Co-operative Society or a Limited Company or an Association formed by the Acquirers for various units in order to enable the Builder to put up such additional construction work, such Society or limited Company or the Association shall give all such facilities as may be necessary and shall sign plans for additional construction work as may be required to be submitted to the Concerned authorities for sanction.

43. The Builder and the acquirers shall also on the execution of this agreement, pay brokerage to at the rate of 2% on the consideration amount.

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

Signed sealed and delivered by the within)

named Messrs. Kakad Investments the)

builders in the presence of) *Shamshad*
Bhurat Pagach

Signed Sealed and delivery by the within)

named Mr./Mrs./Ms.)

.....the shop holder/flat)

holder in the presence of)

Ch. Thasani

For V. M. Hiralal & Co,

H.R. Mulla

Partner

Gram : AWAKENING

Phone : Office : 273481
Resi. : 536374

MADHUKAR MUNIM & CO.

MADHUKAR MUNIM
Mrs. MAYA SARKAR
SHREYAS MUNIM

4-A, ALLI CHAMBERS,
TAMARIND LANE, FORT,
BOMBAY-400 023.

Ref. No. M / 847

TO WHOMSOEVER IT MAY CONCERN

Re : Property situate lying and being at Santacruz, bearing Plot No. 31 of the Housing Scheme of the Saraswat Co-operative Housing Society Limited and being portion of the Plot No. 82 of T. P. S. No. II Santacruz admeasuring about 3115 square yards

We have investigated the title of Shri Dhirajlal Hiralal Parekh in his individual capacity and as a Trustee along with Smt. Punji Laxmi Parekh also trustee of the Bhavesh Corporation to the aforesaid property which is more particularly described in the schedule hereunder written and hereby certify the same to be marketable, free from incumbrances and reasonable doubts.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land and ground together with messuages, tenements and building standing thereon situate lying and being at Revenue village Danda, Santacruz in Greater Bombay and in the Registration District and Sub District of Bombay City and Bombay Suburban bearing plot No. 31 of the Housing Scheme of the Saraswat Suburban Co-operative Housing Society Limited and being Plot No. portion of the plot No. 82 of the Santacruz Town Planning scheme No. II containing by admeasurement about 3138.56 square yards equivalent to 2623.56 sq. metres or thereabouts and assessed by the Collector of Municipal Land and Taxes of Greater Bombay H Ward No. 2955 2955 (2), 31 Saraswat Suburban Colony and boundaries as follows that is to say: On or towards the West by Plot No. 32, belonging to Saraswat Suburban Co-operative Housing Society On or towards the East by Plot No. 30 of the said Society Scheme, On or towards the South by partly Plot No. 26, partly Plot No. 12 and partly by 40' wide road and On or towards the North by 30' wide road known as Talmaki Road.

Dated this 7th day of July, 1982.

MADHUKAR MUNIM & CO
Partner,
Advocates & Solicitors.