

21
Kloe 7
2002

श्री/जीवित Friendship Payment
श्री/जीवित स्वामिन्स हस्त... ज. विकला. Owners
Assn

THE SUB REGISTRAR, ANDHRA PRADESH
LUCY STANLEY, 40, SAN
MRS. RASHIDA REHMAN
ndship Apartments, 27 Jhica
hereafter collectively referred
ed to execute this Deed do hereby

FIRST:

One SURESHCHANDRA SANSARCHAND GOHAL (hereinafter referred to as the "Original Owner") own or otherwise well and sufficiently entitled to land situated at Pali Hill Estate, Pali Hill, Village Danda, Mumbai 400 052 Plot bearing No. 27 of the private scheme of Union Land & Building Society Ltd., admeasuring 592.22 sq. yards equivalent to 495.095 sq. mtrs. or thereabouts and bounded as follows: On or towards the North by the road of the scheme of Union Land & Building Society Ltd.; On or towards the South by vacant plot; On or towards the East by the Plot No. 28 of the Scheme of Union Land & Building Society Ltd.; and On or towards the West by the road of the Scheme of Union Land & Building Society Ltd.

SECOND: By an Agreement for Sale dated 29th day of July 1974, the Original Owner had agreed to sell, transfer and convey the said plot of land in favour of Mr. Yusuf Hasan Rizvi, the sole proprietor of M/s. Rizvi Construction therein called as Purchaser of the Other Part at or for the price and on the terms and conditions contained therein and pursuant to the said Agreement for Sale dated 29th July, 1974 the said Rizvi Construction constructed on the said plot of land described above a building known as "Friendship Apartments". The Postal address of the Building is:- "Friendship Apartments", 27, Pali Hill, Village Danda, Bombay 400 052.

THIRD:

The said Rizvi Construction constructed a building on the said plot of land consisting of ground floor and two upper floors consisting of individual apartments all for residential purposes and two garages. The ground and two upper floors were all capable of individual utilisation on account of having their own exit to a common area and facility of the building and the apartments and sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable immovable property within



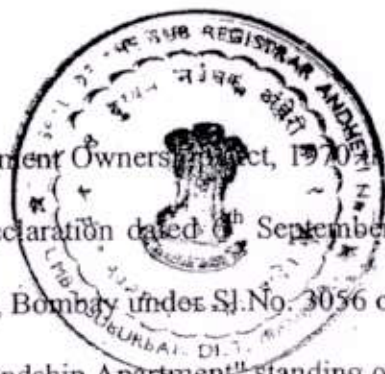
SS. SS

the meaning of any law for the time being in force in the state (hereinafter referred to as "Family Units") and also an undivided interest in the general and/or restricted common areas and facilities of the building necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH: By various Indenture of Conveyances executed by and between the said Original Owner and Yusuf Hasan Rizvi as the Confirming Party the said Original Owner did thereby grant, convey, transfer and assure unto and in favour of the Grantors herein separately the entire property in the respective apartments of the Grantors separately in the building known as "Friendship Apartments" for the consideration and on the terms and conditions as set out in separate Indenture of Conveyances executed in favour of the Grantors herein respectively.

FIFTH: By Agreement dated 12th April, 1986 executed by and between the said Original Owner and Ashish Sansarchand Gohal, the said Original Owner agreed to transfer flat on the First floor on the said building together with undivided right, title and interest in the common passage in the said building and surrounding and appurtenant land thereto, to the said Ashish Sansarchand Gohal for consideration and on the terms and conditions as set out therein.

SIXTH: Under Section 11 of Maharashtra Apartment Ownership Act, 1970 the said Sureshchandra Sansarchand Gohal executed a declaration dated 6th September, 1986 and lodged with the Sub Registrar of Assurances, Bombay under Sl.No. 3056 of 86 thereby submitting the said property known as "Friendship Apartment" standing on Plot No. 27, City Survey No. D/1139 situated lying and being at Union Park, Pali Hill,



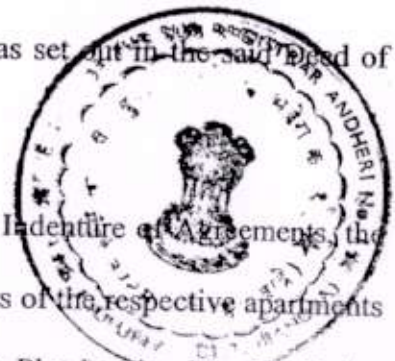
SS. SS

Khar, Bombay 400 052 to the provisions of Maharashtra Apartment Ownership Act, 1970.

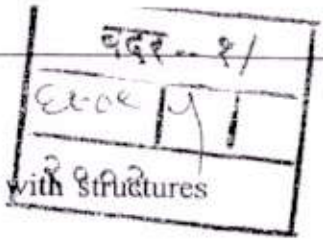
SEVENTH By Indenture of Conveyance dated 20th September, 1986 executed by and between the said Original Owner therein referred to as Vendor of one part and Yusuf Hasan Rizvi, Proprietor of Rizvi Construction therein referred to as Confirming Party and one Neela Madhavrao Ghorpade therein referred to as Purchaser, they the Vendor and the Confirming party therein did thereby for ever grant, convey, transfer and assure unto the said Neela Madhavrao Ghorpade all that undivided portion more particularly described in the schedule thereunder written and the entire proprietary right in Flat No. 1 on the ground floor of the said building for consideration and on the terms and conditions as set out therein.

EIGHTH: By Deed of Apartment dated 3rd April, 1991 executed by and between Neela Madhavrao Ghorpade therein referred to as Apartment Owner and Mr. Nissar Khan and Rashida Khan therein referred to as Transferees on the other part, the said Neela Madhavrao Ghorpade did thereby convey, transfer and assign unto to the said Nissar Khan and Rashida Khan Apartment bearing No. 1 on the ground floor of the said building together with undivided interest in the common areas and facility appurtenant to the said apartment as defined and mentioned in the Declaration dated 5th March, 1986 made by the original Owner viz., Sureshchandra Sansarchand Gohal for the consideration and on the terms and conditions as set out in the said Deed of Apartment dated 3rd April, 1991.

NINTH: In the circumstances set out in aforesaid Indenture of Agreements, the Grantors herein are the only legal and beneficiary owners of the respective apartments and some of them together are absolute Owners of the Plot bearing No. 27, Union Park, Pali Hill, Khar, Mumbai 400 052 and are therefore entitled to in their respective



capacities as absolute joint owners of the said plot of land together with structures standing thereon.



TENTH: By Agreement dated 20th October, 1994 executed between the Grantors herein, therein referred to as the Vendors on the one part and Shahbaz Abdul Razak Divkar therein referred to as the Purchaser of the other part, the Grantors herein agreed to permit the said Shahbaz Abdul Razak Divkar to construct for residential purpose built up area on the third floor for the consideration and on the terms and conditions as set out in the said Agreement.

ELEVENTH By Agreement for Development dated 30th June, 2000 executed by and between Friendship Apartment Owners Association, a condominium registered under Sr.No. 3056 of 86 dated 5th September, 1986 having its registered office at 27, Pali Hill, Khar, Mumbai 400 52 through its members the Grantors herein therein referred as Vendors of the First Part and Shahbaz Abdul Razak Divkar therein referred to as Confirming Party of the Second Part and M/s. Sektra Polymers Private Limited therein referred to as Developers of the Third Part, the Grantors herein agreed to grant to the Developer the Development right in respect of the said plot of land to construct 10 additional residential units by constructing additional four floors on the existing structure of the apartment for the consideration and on the terms and conditions as set out therein. The Confirming party therein viz. Shahbaz Abdul Razak Divkar agreed to construct his residential Unit after the said Sektra Polymer Pvt. Ltd. Construct the residential units.

TWELVE : That the said building now consists of a ground and six upper floors consisting of individual apartment all for residential purposes and one garage. The ground and six upper floors are all capable of individual utilisation on account of having their own exit to common area and facility of the building and the apartment



will be sold to one or more Owners each Owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the state (hereinafter referred to as the family unit) and also undivided interest in general and restricted common areas and facilities of the building as listed hereinafter in this Deed necessary for their adequate use and enjoyment and hereinafter referred to as general and/or restricted common areas and facilities all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

That the general common areas and facilities shall remain undivided at all times and that no owner shall bring about any action for partition or division thereof. The restricted common areas and facilities shall remain undivided amongst the Owners thereof to be used as per their absolute joint decision.

THIRTEENTH: That this condominium shall be known as "FRIENDSHIP APARTMENTS" condominium and that the family units and common areas and facilities of the building will be as follows :-

- a) Family units on all floors there
- | | |
|-----------------|--------|
| 1. Ground floor | 2 nos. |
| 2. First floor | 2 nos. |
| 3. Second floor | 2 nos. |
| 4. Third floor | 4 nos. |
| 5. Fourth floor | 3 nos. |
| 6. Fifth floor | 3 nos. |
| 7. Sixth floor | 2 nos. |



the said family units will be numbered consecutively. Those on the ground floor shall be numbered Nos. 1 and No.2. Those on first floor will bear the numbers 3

amended as above. The bye laws annexed to the said declaration dated 6th September 1986 shall be modified and shall be applicable to all the family units setout in the schedule hereunder written. Copies of the original byelaws and the modified bye laws are annexed hereto.

SCHEDULE OF FAMILY UNITS

<u>Owners</u>	<u>Floor</u>	<u>Unit No.</u>	<u>Proportionate share of family unit</u>
1. Nissar Khar Rashida Nissar Khar	Ground floor	Unit No.1	6.667%
2. Sureshchandra Sansarchandra Gohal		Unit No.2	6.667%
3. Ashish S. Gohal	First floor	Unit No.3	6.667%
4. Sureshchandra S. Gohal		Unit No.4	6.667%
5. Lucy Stanley Sandra Stanley Sharon Stanley	Second floor	Unit No.5	6.667%
6. Rashida Rahmat Khan		Unit No.6	6.667%
7. Varun R. Seksaria Rakesh R. Seksaria	Third floor	Unit No.7	5.333%
8. Draupadidevi R. Seksaria Varun R. Seksaria		Unit No.8	5.333%
9. Meena R. Seksaria Rakesh R. Seksaria		Unit No.9	5.333%
10. Rakesh R. Seksaria Meena R. Seksaria		Unit No.10	5.333%
11. Piyush S. Seksaria Sushma S. Seksaria	Fourth floor	Unit No.11	5.333%
12. Piyush S. Seksaria		Unit No.12	5.333%
13. Vanita P. Seksaria Piyush S. Seksaria		Unit No.13	5.333%
14. Himanshu S. Seksaria Sushma S. Seksaria	Fourth floor	Unit No.14	5.333%



24.39 (80' 0")

EXISTING GARAGE
PARKING SPACE

BED ROOM
2.65 x 3.25

BATH
W.C.
1.50 x 1.50

KITCHEN
2.43 x 3.00

KITCHEN
3.09 x 3.05

BATH
W.C.
1.50 x 3.00

BED ROOM
3.74 x 3.25

LIVING ROOM
5.14 x 3.25

LIVING ROOM
5.81 x 2.41

ENCLOSED
VERANDAH

OPEN
VERANDAH



GATE

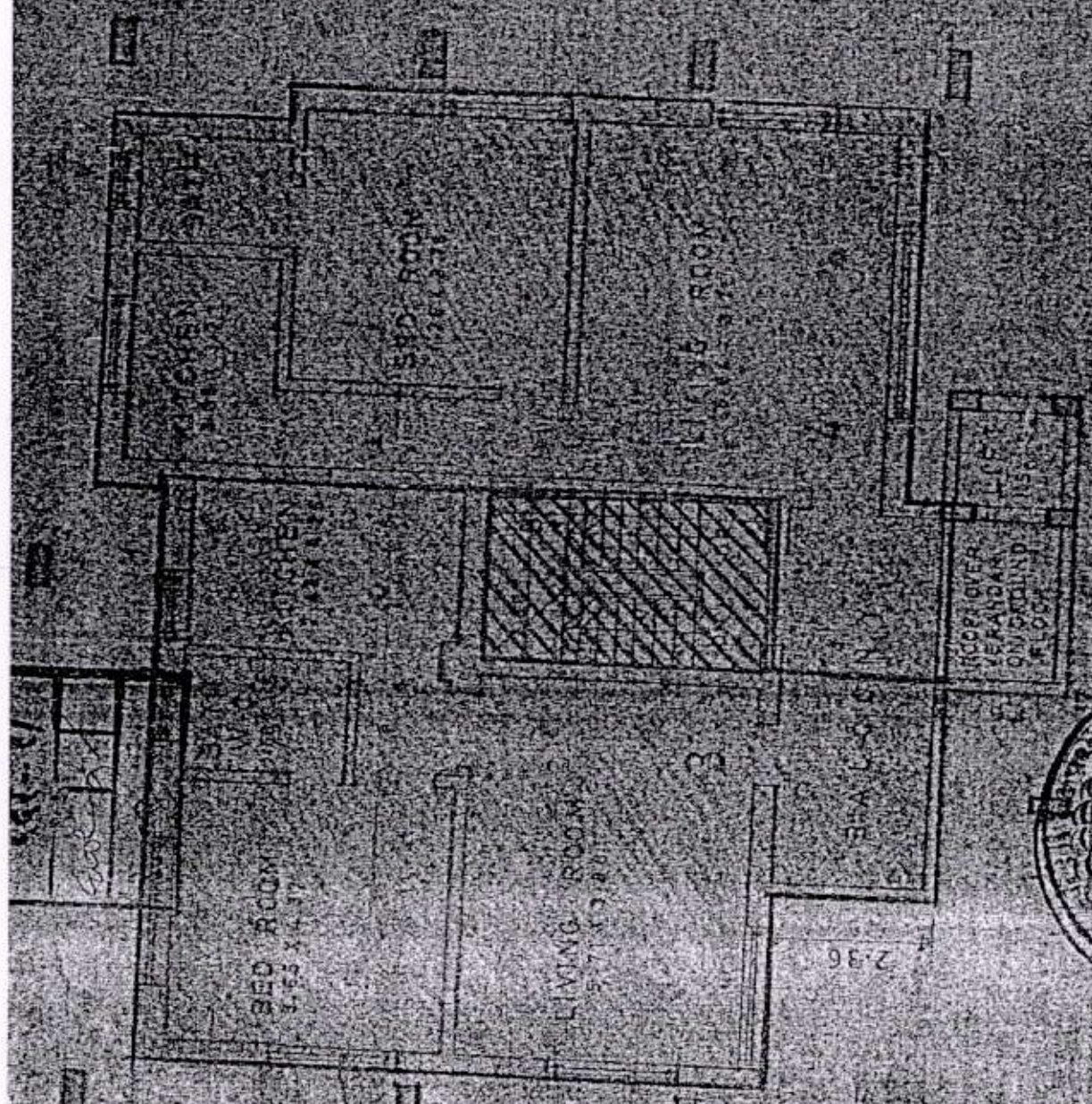
19.49 M (64' 0")

9.1 M 30' 0" WIDE

R O A D
S I D E

GROUND FLOOR PLAN

(EXISTING SECTION)



FIRST FLOOR PLAN EXISTING 1505100



PROPOSED BATH

4' x 7' 1/2'

2' x 6'

2' x 6'

REAR PORCH
4' x 6'

2' x 6'

W.C. BATH

2' x 6'

KITCHEN

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

4' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

LIVING ROOM

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

2' x 6'

SECOND FLOOR PLAN

PROPOSED BATH

PROPOSED BATH

PROPOSED BATH

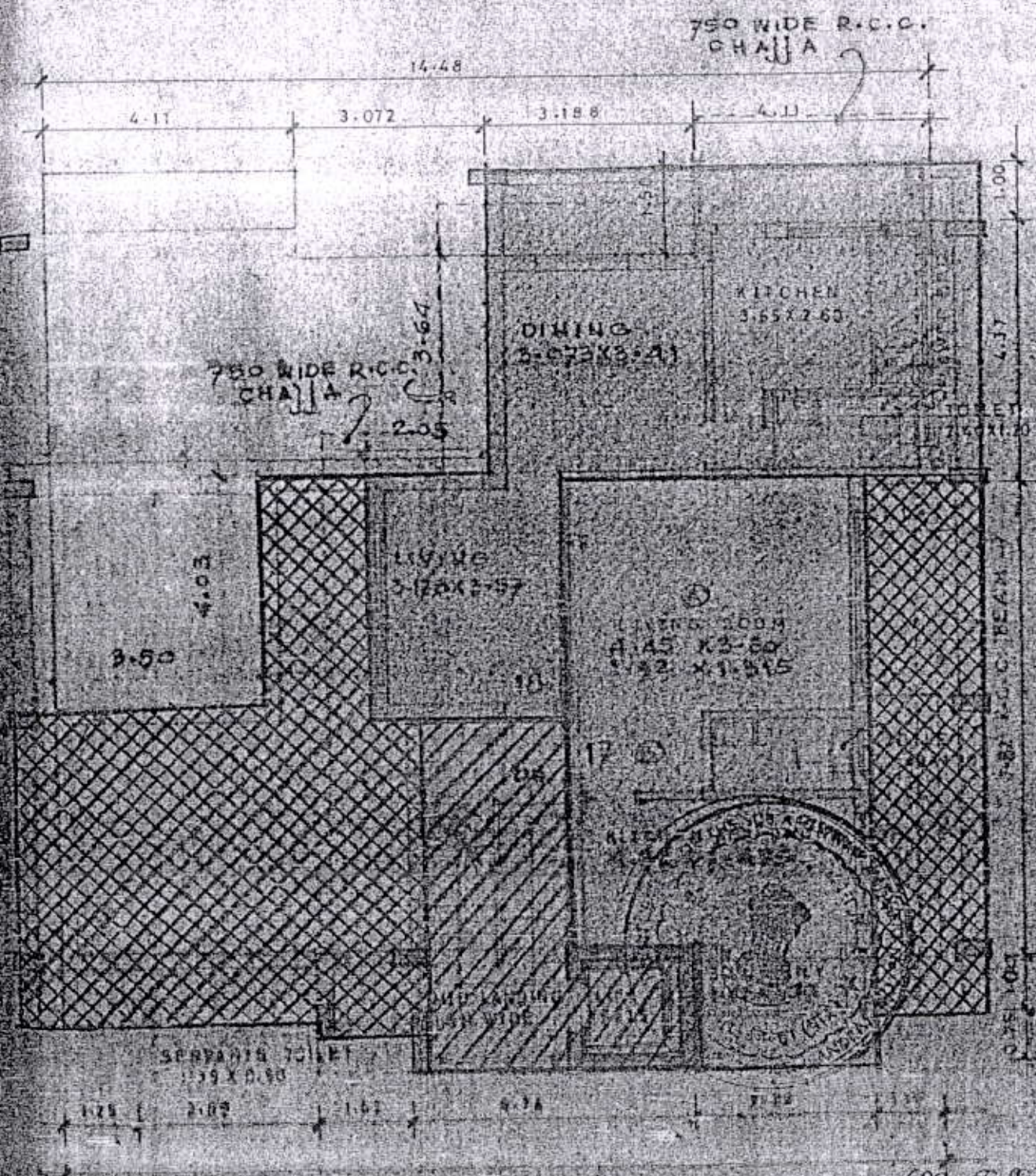
PROPOSED BATH

PROPOSED BATH



EXISTING SMOKE TUBE
TO BE
RE-ERECTED

एडर- १/
 अबुल
 २००२



SIXTH FLOOR PLAN (PROPOSED)

ALL BALCONY ENCLOSED AS PER P.C. RULE

DINING 4.32 x 2.475 = 10.69 2. KITCHEN 3.65 x 2.60 = 9.47
 2.40 x 1.90 = 2.56 4) TOILET 2.40 x 1.20 = 2.88