SHARE CERTIFICATE

## TEENBATTI PREMISES CO-OPERATIVE SOCIETY LTD.

( Regn. No. BOM/GEN/1236 of 1979 dt. 15-2-1979 ) SHIVAM, PLOT C. S. No. 176, DOONGURSHI ROAD, BOMBAY-400006.

AUTHORISED SHARE CAPITAL RS. 4,00,000 DIVIDED INTO 8,000 SHARES OF RS. 50 EACH

Member's Register No. 54 No. of Shares Ten Share Certificate No. 54				
This is to Certify that Shri/Smt. Arunkumar Chimanlal Shak				
of Bornbay is/are the Registered Holder/s				
of 10 ( +en ) Shares of Rupees fifty each, bearing distinctive				
Nos. from 29/ to 300 (both inclusive) in TEENBATTI PREMISES				
CG-OPERATIVE SOCIETY LIMITED subject to the Bye-laws of the said Society, and				
that upon each of such shares the sum of Rupees fifty has been paid.				
Given under the Common Seal of the said Society at Bombay this 15th day of Nov., 1981.				
Mh. w. C. ampon				
Chairman				
E( 2/ W/216)E)				
Hon. Secretary				
-Clay Laurchannal and				
The Managing Committee Member				

# TEENBATTI PREMISES CO-OPERATIVE SOCIETY LIMITED

(PROPOSED)

Additional / Deficit stamp du y of Rs. 13490/
Additional / Deficit stamp du y of Rs. 13490/
And Penelty Rs. 26980/
Chalan no. 1, 28 Data 22/9103

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Dy. I. G. R. & Dy. Controller Of Stamp, Mumbai.

Office of The Dy Impector General of Registration

And Controllitar of Stamps Mambri.

Stamp Act 1200 that the proper Stamp daty
Ris 12490/1 Thirdeen thousand four hundred
have been paid in respect to the instrument.

Ninety only

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Collector & Dy. I. G. Mumbai. Subject to the provision of Section 53 A.

by some friends that they should form a co-operative Society to acquire residential flats and shops alongwith parking spaces in some very good residential locality in Bombay The said work was handed over to the Promoters Shri Sudhir Shantikumar Majithia and Shri Gautamchand Ratanlal Jain (hereinafter referred to as "the Promoters"). The Promoters thereafter negotiated with Shri Khurshedcher Manchershaw Khan in respect of the property situate at Doongurshi Road, Walkeshwar, Bombay-400 006, admeasuring about 1319 sq. yds. equivalent to 1102 sq. metres along with the structures standing thereon.

The said Shri Sudhir Shantikumar Majithia and Shri Gautamchand Ratanlal Jain the Promoters had agreed to purchase from one Mr. Khurshedcher Menchersh (Chan Di pursuance of the agreement for sale dated 23th Augus, 173, the said por rty situate at Doongurshi Road, Walkeshwar, Bonnbuy 400 006 admeasuring about 1319 sq. yds. equivalent to 1102 Sq. Metres along with the streetures standing thereon.

The Chief Promoter Shri Sudhir Shantikumar Majithia has obtained the Valuation Report of the Architects M/s. Karani & Sanghoi to the effect that the price of Rs. 21,50,000/- (Rupees Twenty-one lakhs and fifty thousand only) is a fair market value of the property alongwith the Structures standing thereon

The Vendor applied to the Competent Authority for permission under Section 27(2) of the Urban Land (Ceiling & Regulation) Act, 1976 for transfer of the above property in favour of the proposed Society By his order dated 6th January, 1979 the Competent Authority permitted Shri Khurshedcher Manchershaw Khan to transfer the said property ademeasuring about 1319 sq.yds. equivalant to 1102 sq.mts. to Teenbatti Premises Co-operative Society Ltd. The Vendor also applied to the Competent Authority for permission under Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 for redevelopment of the above property. By his order dated 14th February, 1979 the Competent Authority has given the permission for redevelopment of the above property.

Teenbatti Premises Co-operative Society Ltd. was registered under Maharashtra Co-operative Society Act, 1960 under Registration No. BOM/GEN/1236 of 1979 on 15th February, 1979.

The title of the property has been certified by the Advocates & solicitors of Teenbatti Premises Co-operative Society Ltd. M/s. Ambubhat & Diwanji (a copy of the Certificate of title is attached herewith).

The conveyance in favour of Teenbatti Premises Co-operative Society Ltd. is executed by the Vendor on the 20th February, 1979.

The secretary has been authorised and empowered by Teenbatti Premises Co-operative Society Ltd. (hereinafter referred to as "the Society") for and on its behalf to invite membership, to allot flats, shops, parking spaces etc., to receive payments, to make payments, to invite tenders for demolition contract so as to demolish the existing structures, to appoint staff and to do any other acts; deeds and things necessary for and incidental to the completion of sale and for betterment of title in favour of the society and to construct building or buildings on the said property. The society has appinted M/s. Karani and Sanghoi as Architects of the societ is Architects, the tentative plans for proposed construction of the new building consisting of ground and seven upper floors, ground, floor admensuring approximately 1895 sq.ft. built-area (i.e. the plinth area) achy floor admeasureing approximately 2180 sq.ft. of built-up area (i.e. the plinth area).

If necessary, the Society shall be entitled to change or modify the plans as it may think fit and proper through the society's Architects M/s. Karani & Sanghoi. Such plans shall be prepared or changed or modified and got them sanctioned for the building or buildings to be constructed on the said property by M/s. Karani & Sanghoi, Architects for whatsoever user which may be sanctioned and/or permitted by the

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or modify the ety's Architects or changed or buildings to be ighoi, Architects permitted by the Municipal Corporation of Greater Bombay and/or the Competent Authority and/or Government Authority or Authorities. Such portion or portions of the building or buildings to be constructed on the said property shall be allotted for such user by the society to any person of its

After demolition of the existing structure, construction of the new building proposed on the said property will be commenced according to the plans and users which will be sanctioned by the Municipal Corporation of Greater Bombay. According to the tentative scheme given by M/s. Karani & Sanghoi, the society's Architects, there will be ground and seven upper floors consisting of shops on the ground floor and four flets on each floor. The area of shops on ground floor is as under.

174 sqft., 493 sq.ft., 221 sq.ft., 305.5 sq.ft., 436 sq.ft. and 265.5 sq.ft. respectively.

The area of the flat on each floor is as under;

465 479 583 448 sq ft., 448 sq.ft., 648 sq.ft. and 638 sq.ft. respectively. There will be total 26 parking spaces of which 19 will be on the lower ground and 7 parking spaces will be in the compound. Therefore one car parking space will be allotted to each member per flat.

The total built-up area of the building will be approximately 17161 sq.ft, including balcony area. The estimated cost of construction inclusive of lifts, supervision costs, Architect's fees, Water charges, Municipal Taxes and other costs is expected to be Rs. 14,71,700/-. Therefore the local cost is expected to be as under:

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**建二十二十** Purchase price of the property i.e. land value including brokerage....

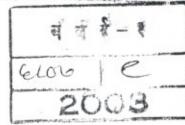
21,50,000

Construction cost of the building including, water charges municipal-taxes, Architects fee and other costs.....

TOTAL COSTS.... Rs. 36.21,700

The said estimated total cost of Rs. 36,21,700/- will have to be divided on the total area of 17161 sq.ft. of the built-up area comprising of 1895 sq. ft. of built-up area of Shops and 15,266 sq. ft. of built-up area of flats.

It was decided by the society that the member who will be allotted shop on the ground floor will have to pay one and half time the cost of



4

residential flat per sq. ft. of the built-up area comes to Rs. 200|- per sq.ft. of the built-up area and the cost for the shop which will be allotted to the members comes to Rs. 300/- per sq.ft. of the built-up area.

Therefore the total cost of Rs. 36,21,700/- will be contributed by the members who will be allotted residential flats and shops shall be as under:

a) Total area of the residential flats admeasuring 15266 sq.ft. of built-up area at the rate of Rs. 200/- per sq.ft. of the built-up area.....

Rs. 30,53,200

b) Total area of the shops on the ground floor administring 1895 sq.ft. of built-up area at the rate of Rs. 300 - per sq. ft. of built-up area.

Rs. 5,68,500

Total..Cost. Rs. 36,21,700

The building to be constructed on behalf of the society will always and foreever be nown as "SHIVAM".

The construction contract for putting up the building, including all the materials and other contracts will be given to the building contractor and other contractors after taking quotations for the same as per the plans and specifications, prepared by the society's Architects, Messrs. Karaniand Sanghoi.

Each Member will have to pay and contribute towards the cost of the Flat/parking space/shop to be acquired by him/her/them in the proposed building and other amounts as mentioned hereunder:

- Rs. 251/- towards entrance fee and share money payable along with the Membership Application Form.
- (2) Rs. 2000/- towards legal costs including charges for formation and registration of the society and also for other legal documents and arthings including conveyance of the property in favour of the society.

The proportionate cost of land, costs of construction and all other costs will be borne and paid by the members for acquisition of lat and parking space in the following manner:

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Rs. 36,21,700

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17	but the state of t		"一"唯造"旅"。
(	a) At the time of admission as member of Society for allotment of Flat/shop	the Rs.	58,300/4
	o) On casting of the First Slab	Rs.	6,450/-
M	e) On casting of the Second Slab	Rs.	6,450/=
(0	1) On casting of the Third Slab	Rs.	6,450/
(	e) On casting of the Fourth Slab	Rs.	6,450/=
(1	On casting of the Fifth slab.	Rs.	60450/2
(8	g) On casting of the Sixth Slab.	Rs.	6,450/=
(1	n) On casting of the Seventh Slab.	Rs.	6,450/2
(	) On casting of the Eighth Slab		6,450/-
(	) At the time of possession	Rs.	6, 400/=
	Education 1		
	Total.	Rs.	1,16,600/=

Each member will have to bear and pay proportionate share in stamp duty and registration charges if any of the conveyance in favour of the society.

Each Member will have to pay security deposit of Rs. 2500/-Two thousand five hundred only) to the society at the time possession of the flat/shop.

In the event of any member committing any default of the due off servance and/or performance of the terms and conditions covenants and obligations herein contained and on his/her/their part liable to be observed and performed and/or in the event of any member committing any default in payment of any instalment due as hereinabove provided any amount payable as herein stated, then in any of such events the society shall without prejudice to all its other rights and remedies, be entitled to forfeit all moneys paid by such member or members so defaulting (till the date of such default) and to cancel the allotment of such flat shop or to the member or members so defaulting and to reallot the flat or shop to any other person or persons as the society may consider fit and proper without prejudice to the aforesaid right of forfei-

Eco | 39 2003 ture cancellation and re-allotment, the society may in its absolute discretion (though not bound) extend and allow the time for payment of any amount on request of such member or members in writing upon such terms and conditions as it may think fit and proper including interest for delay or default calculated at the rate of 18 per cent per annum on such amount from the date of default until payment thereof.

The Architects of the Society are M/s. Karani and Sanghoi.

The Advocates and Solicitors of the Society are M/s. Ambubhai & Diwanji.

The Tentative plan of the fiat/shop/No. 3 allotted to the member and admeasuring approximately 583 sq.ft. of the plinth are on the floor and marked in red coloured boundary line is attached herewith.

B.c. an

LIST OI

1. Two

2. Conc

3. Swite

4. Main

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9. Floorii bathro

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1. Two Passenger Lifts.

LIST OF AMENITIES IN FLATS:

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2. Concealed wiring as per ISI specification.

Ambubhai &

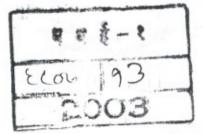
3. Switches, plugs and fittings of high quality.

to the member ith are on the ndary line is

- 4. Main door with a push button bell.
- 5. Concealed water pipe-lines
- 6. Fancy taps and cocks.
- 7. Provision for Hot/cold running water in all bathrooms.

a communication of

- A mirror & Washbasin in each flat.
- 9. Flooring and dado upto door height of white glazed tiles in g bathroom and upto 3'-O" in W.C.
- 10. Marble mosaic tiles in all rooms.
- 11. Cooking platform top finished with marble and a sink in Rachen with 2' glazed tiles dado.



### MARKETABLE TITLE CERTIFICATE

### TO ALL TO WHOM IT MAY CONCERN:

Re: Property situate at Dongursey Road, Bomaby, bearisg Cadastral Survey No. 176 of Malabar and Cumballa Hill division belonging to Mr. K. M. Khan.

We have investigated the title of Mr. K.M. Khan to the above property and, in our opinion, the title of Mr. K. M. Khan to the above property is clear, marketable and free from incumbrances.

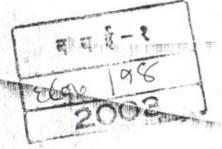
Bombay, dated this 24th day of January, 1979.

Sd

M/s. AMBUBHAI & DIWANJI, Advocates & Solicitors.

Partner.





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#### THE SCHEDULE OF THE PROPERTY

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BHAI & DIWANJI, vocates & Solicitors.

Partner.

Sitapchand Amichand.

ALL THAT piece or parcel of land of the pension and tax now redeemed containing by admeasurement One thousand there hundred and nineteen square yards equal to One thousand one hundred and two square metres or thereabouts and registered by the collector of land Revenue along with other land belonging to Shirinbai widow of Manchershaw Framji Khan under old No. 303 and New Nos. 2062 and A/2061, old survey Nos. part of 18 and part of 20, New survey Nos. part of 7248 and 2/7249, cadestral survey No. 176 of Malabar Hill and Cumbalis Hill Division together with the messuages tenements or building standing thereon assessed by the Municipal Corporation of Greater Bombay under D ward No. 313 (3), street No. 198A all which premises are situate at and on the North side of Walkeshwar Road at Bombay in the Registration Sub-District and District of Bembay city and Bombay Suburban and are bounded on or towards the North by the Doongurshi Road, on or towards the South and East by the property of Shirinbai Mancherji Khan and on or towards the West by the property of Daulatchand and



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#### AGREEMENT

ARUNKUMAR CHIMANKAK SHAH 10, Rejhaus, Dungerski Load, Walterhuar Bombay 400 006.

do hereby confirm to have (1) read with above carefully, (2) seen and examined the sanctioned plans of the building to be constructed on the said property, (3) seen and examined all the documents and writings in connection with the said property including conveyance , dated 22nd February, 1979 executed by Mr. Khurshedcher Machershaw Khan, (4) agreed to all the matters and terms and conditions set out herein (5) bound myself/ourselves with the rules, regulations and bye-laws of the Society and (6) agreed to make the payments to be paid to the Society as mentioned hereinabove at the time specified to be made by myself/ ourselves (time being the essence of the Contract).

Dated this 20th day of Octomber 1979.

TEENBATTI PREMISES

MEMBERS' SIGNATURE.

A. C. Shil

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hereby

bonafid

receipt

The Hon. Secretary,
Teenbatti Premises Co-op. Soc. Ltd.,
Shiyam,
176 Doonghurshi Road,
Malabar Hill,
BOMBAY 400 006.

Dear Sir,

Re: Allotment of Flat/Shop No. 3 admeasuring approx. 583 sq.ft. of the built up area on 74% floor in the Society's building 'Shivam' situate at 176, Doonghurshi Road, BOMBAY 400 006.

I/We, the undersigned, the member/s of the Society do hereby agree and confirm that;

ed from the Society the vacant and peaceful possession of the above premises, in accordance with the Agreement of Allotment, entirely in good condition, in every respect, for my/our own ponafide use and occupation.

2. I/We have inspected and examined the building in question as also the above premises and have found no complaint of any nature and description whatsoever either in respect of the construction done or the amenities provided or in the electrical/plumbing works done or in such items provided/installed or in respect of any other work done therein.

3. 1/We agree and undertake to pay all month volution, such as Municipal Taxes, Lease-Rent, water ranges, insurance charges, etc. and also increases therein from time to time and at all times with effect from expiry of seven days of receipt of letter offering possession to mi/us.

4. I/We agree to abide by all the obligations and covenants as provided and embodied in the Agreement of Are went otherwise applicable to all the occupants in the above property as also agree to abide by the Bye-laws and rules and regulations of the Society.

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ully, (2) seen and constructed on the nts and writings in ance dated 22nd ershaw Khan, (4) set out herein (5) and bye-laws of the paid to the Society be made by myself/

1979.

BERS' SIGNATURE.

- 5. I/we agree that neither I/we myself/ourselves nor my/our employees or servants or representatives or any one in the premises shall do or create or cause to create any nuisance, annoyance, disturbance, hindrance to neighbours or anyone else in the property and will not use the premises for any illegal and unauthorised purpose.
- 6. I/We agree that I/we will not make any change or alterations or additions whatsoever in the above premises and will not spoil or damage the elevation or any common passage/s or any common portion/s of the property or any external wall/s of the property.
- 7. I/We have received the keys bearing No. \_\_\_\_ in dupli-cate in respect of the above premises.

Bombay, dated this 20th day of October 1 1983

Yours truly,

A.C. Sur

Signature of Member/s.

Name: Hour climan Que Shal.

Address:

10 Kartians Doorgand. La

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