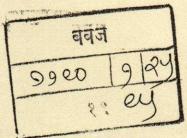


वभावे विकास संज्ञानको, नतुसम ते. 41 - विकास MITA H. Kesharia \$ SEP 1994





at Bombay

administrators

Bombay Indian PRANLAL Inhabitant residing at Vora House, 50, Bajaj Road, BOMBAY - 400 056, hereinafter Vile Parle (West), PROMOTER" (which expression shall unless it be repugnant to the context or deemed to mean thereof, be

heirs executors,

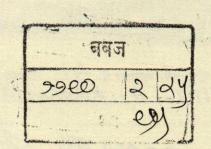
the One First her assigns) of

CONFIRMATION made



his,





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Inhabitant residing at Vora House, Bajaj Road, Vile-Parle, (West), Bombay - 400 056 and MRS. NITA HARISH KESHARIA of Bombay Indian Inhabitant residing at 8, Golden Arrow, 163-F, Hem Colony, S.V.Road, Vile Parle (West), Bombay - 400 056 hereinafter Called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors administrators and assigns) of the Other Part.



WHEREAS:

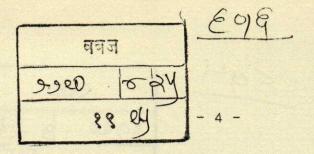
a) By an Agreement for Sale dated 16-09-1991

and made between the parties hereto, wherein the Promoter agreed to sell Flat No.2 on First Floor in the building named Vora House situated at Bajaj Road, Vile Parle (West), BOMBAY - 400 056 and the same is standing on the property more particularly described in the first schedule thereunder written, the Promoter agreed to sell the said Flat to the purchaser for the lumpsum consideration amount of Rs.9,80,000/- (Rupees Nine Lacs Eighty Thousand only) and accordingly hand over the possession of the said Flat to the purchaser upon receipt of the said amount.

Since at the time of the execution of the said agreement due to oversight the same was not lodged for registration. The Stamp Duty was not paid on the said Agreement due to discrepancy in the Stamp Duty. The Stamp Duty Under Amnesty Scheme as per market value announced by Government of Maharashtra is now paid on 28-01-1995 being Rs.45,900/and penalty of Rs.250/- as Certified by the Collector on 03-02-1995.

Now it is agreed between the parties hereto, c) execute this Deed of Confirmation interalia to confirm that the said Agreeement for Sale dated 16-09-1991 is valid, subsisting and binding and with object of removing any doubt which may effect the

b)



title in respect of the said flat as hereinafter appearing.

NOW THIS DEED WITNESSETH that in persuance of the said Flat No.2 On First Floor, in the building House situated at Bajaj Vile Parle (West) BOMBAY - 400 056 (hereinafter referred to as the said Premises) standing on the more particularly described in the property hereunder written, and schedule consideration of the Said Agreement for sale dated 16-09-1991 executed between the parties hereto in respect of the said premises which agreement is annexed and marked as 'Annexure A' is valid, subsisting and binding on the parties hereto, their successors in law and assigns, and the same is confirmed by the parties hereto they the Promoter, the Confirming Party, and Purchaser hereby confirm and declare that the said Agreement for sale dated 16-09-1991 shall be admitted and taken into full and complete evidence thereof and may be acted upon and all the rights and remedies perused with regard manner thereto in like manner and effectively as if the execution of the said Agreement for Sale dated 16-09-1991 have been admitted by the parties hereto.

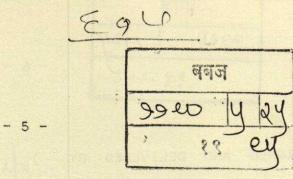
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.





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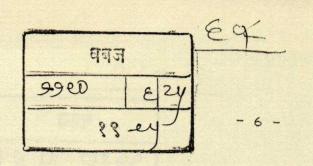
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THE SCHEDULE ABOVE REFERRED TO:

residential Flat No. 2 On First Floor in Vora House, consisting of ground and 2 upper floors standing on All that piece or parcels of land admeasuring 497 sq.mts or thereabout situate lying being at Vile Parle in the Registration and Sub-District of Bombay City and Bombay Suburban being Final Plot No.66-C of the Town Planning Scheme III of Vile Parle and bearing C.T.S.No 1129-B together with the Buildings including the compound wall standing thereon which premises are assessed by the Assessor and collector of Municipal Rates and Taxes under K(West) Ward No.8589, Zone-3 House No.50 (Old House No.68) and Garage bearing K Ward No.8589 (I) situate at No.50 Bajaj Road, Vile Parle (West), Bombay 400 056 and which property is bounded as follows: i.e. to say On or towards the SOUTH by Final Plot No.65A of Shri Harkisandas Ratilal Goradia; On or towards the East by Bajaj Road; One or towards the North and West by plot-No.66-B belonging to Sarang Co-op. Hsg. Society Ltd.

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SIGNED AND DELIVERED BY
THE withinnamed Promoter
MR.MAYANK PRANLAL VORA
in the presence of

X Mayante plantal voe.

SIGNED AND DELIVERED BY THE withinnamed Confirming Party MR.HEMANT PRANLAL VORA in the presence of.

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SIGNED AND DELIVERED BY
the withinnamed Purchaser
MRS.NITA HARISH KESHARIA
in the presence of...

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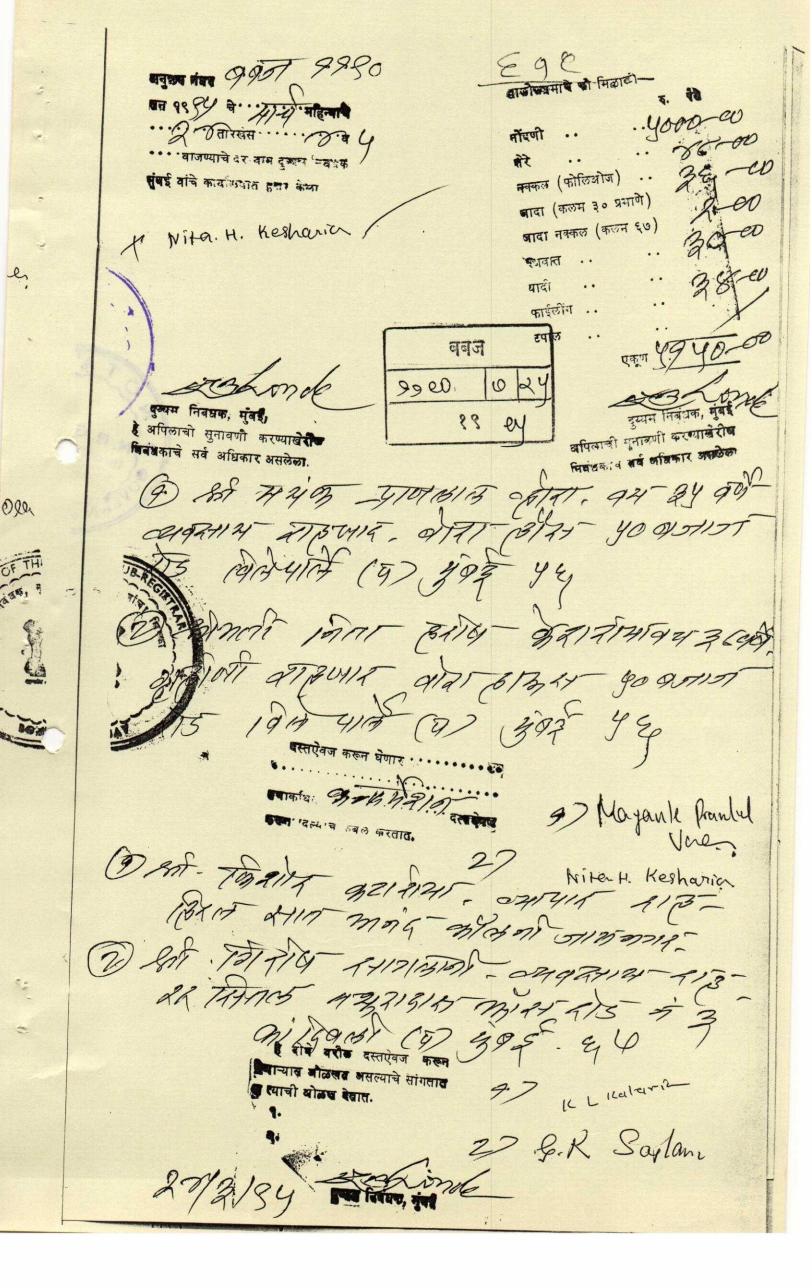
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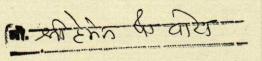
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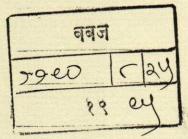




दे दस्तपेव ताचा कन्छी जवाव देण्यास भारतीय बोंदणी कायका, १६ १२०८ से कलम ३४ जन्मके भाके नाहीत. सचव हाथि वादतीत वींदणी वाकारळी.

र्व 28/602 मार्थ विवेषक, मेवह

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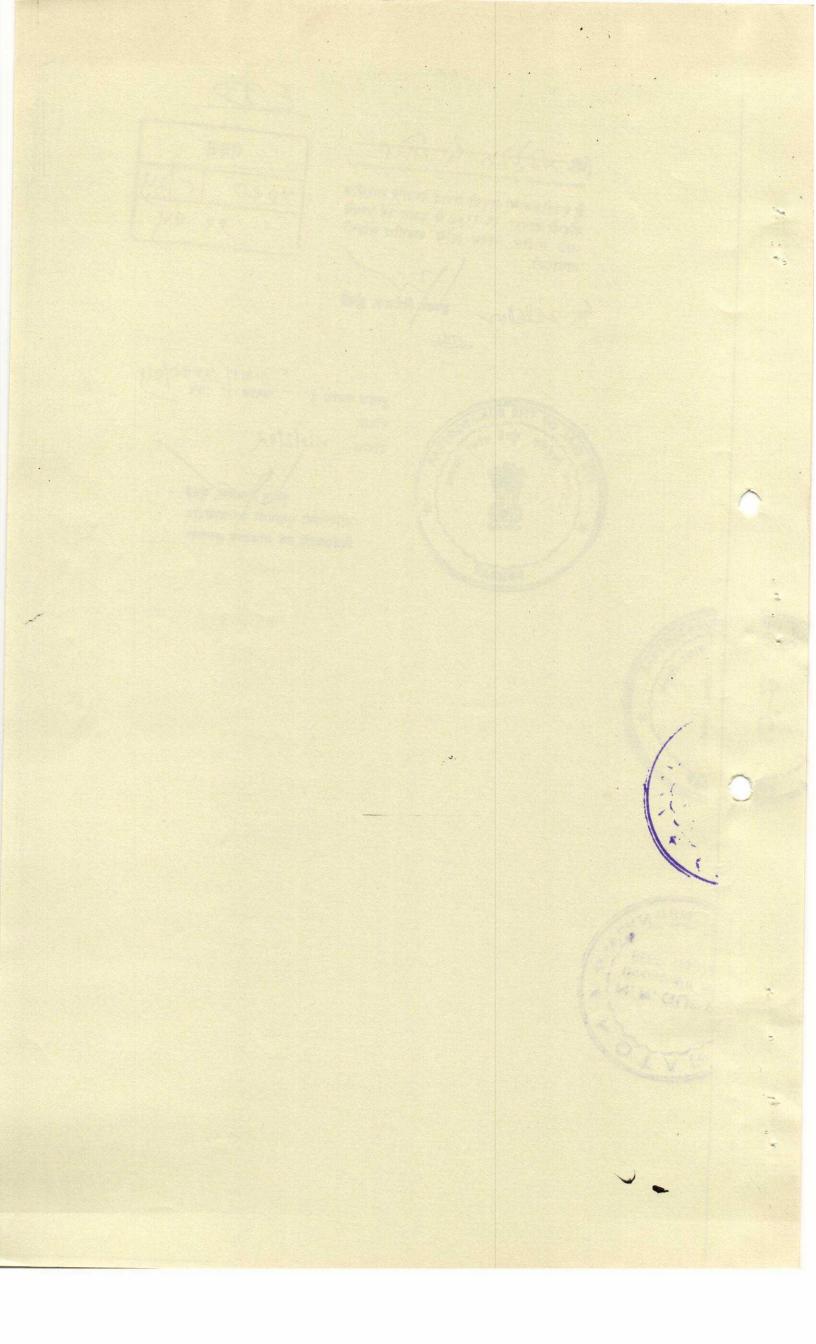


बॉदला बारीस ४५/६/०८

> दुर्ग्यम निवधक, मुंबर अपिलाची सुमावणी क्राण्याखेरीक विवधकाचे सर्व अधिकार असलेक









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THIS AGREEMENT made at Bombay on this 16th day of September, 1991 BETWEEN MAYANK PRANLAL residing at Vora House, 50, Bajaj Road, Vile Parle VORA (West), Bombay - 400 056 hereinafter called the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the FIRST PART AND MR. HEMANT PRANLAL VORA residing at Vora House, 50, Bajaj Road, Vile-Parle (West), Bombay - 400 056 hereinafter called the CONFIRMING PARTY (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and

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Office of The Dy Inspector General of Registation And Dy. Controller of Stamps Bombay

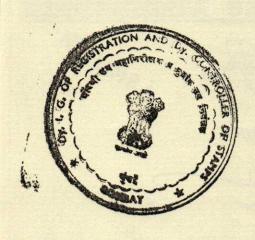
Footy five Thoward Nine Hundred and penalty Rupees 45900/Two Hundred fifty only have been paid in

Two Hundred fifty only have been paid in respect of the instrument. Vide chalan No. 8-213 St 28/1/95

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Subject to the provisions of Secton 83 A

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assigns) of the SECOND PART AND MRS. NITA HARISH KESHARIA also of Bombay Indian Inhabitant residing at 8, Golden Arrow, 163-F, Hem Colony, S.V. Road, Vile Parle (West), Bombay - 400 056 hereinafter called the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her, heirs, executors, administrators and assigns) of the THIRD PART.

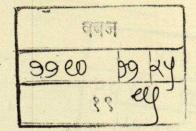
WHEREAS: -

(a) Since prior to 28.03.1984 Mr. Pranlal Harkishandas Vora, was absolutely seized

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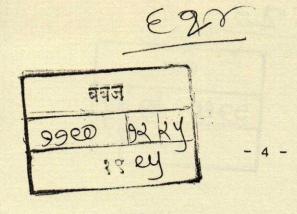


- 3 -

and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 497 sq.mtrs. or thereabouts situate lying and being at Vile Parle (West) in the Registration District and Sub-District of Bombay City and Bombay Suburban being final plot no. 66/C of the T.P.S. III of Vile Parle and bearing corresponding C.T.S. No. 1129/8 together with the Building standing thereon situate lying and being at Bajaj Road, Vile Parle (West), Bombay - 400 056 (hereinafter referred to as "the said property") and the same particularly described in the First Schedule hereunder written.

By a Deed of Gift registered with Sub Registrar of Assurances under no. S1172/84 on 28.3.84 made at Bombay on 28th
day of March, 1984 between the said
Pranlal Harkishandas Vora (hereinafter
referred to as the Original Owners) as
the "DONOR" of the One Part and (1) Mr.
Hemant Pranlal Vora and (2) Mayank Pranlal
Vora as the Donees of the Second Part,

Miter Horish Kesharva



the said Original Owners out of natural love and affection gifted the said property to the Donees viz. (1) Hemant Pranlal Vora and (2) Mayank Pranlal Vora absolutely and forever as the tenants in common subject to the covenant contained in the said Gift Deed.

- (c) In the circumstances, the said Donees viz.

 Hemant Pranlal Vora and the said Mayank

 Pranlal Vora became absolutely owners as

 tenants-in-common and are well and

 sufficiently entitled to the said

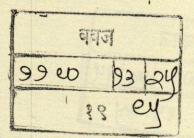
 property.
- Party interalia among themselves have arrived at the arrangement between themselves that the promoter can sell residential flat no. 2 & 3 to any prospective purchaser/s subject to complying the terms and conditions and covenant as stated in the Deed of Gift dated 28.03.1984 in the new building to be

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constructed & thereupon the Promoter was entrusted to develop the said property and accordingly the promoter is entitled absolutely to sell the said residential premises no. 2 & 3 to be constructed by him and receive the consideration amount from the prospective purchaser/s and the said Confirming Party will not have any right, title, interest claim or demand of any nature whatsoever on the same and Confirming Party has only joined to complete the title of the said premises.

Though the said property is now owned by the promoter and the said Confirming Party but in the Revenue and other government records, the said property stands in the name of the Original Owner viz. Pranlal Harkishandas Vora. A copy of the Property Card is annexed hereto and marked as Annexure — A.

The Promoter prepared the plans and other specifications and submitted to the Bombay Municipal Corporation for its approval. The plans were approved by the said BMC under No. CE/3791/WS/AK on 12.01.1990 and also issued IOD and commencement certificate.

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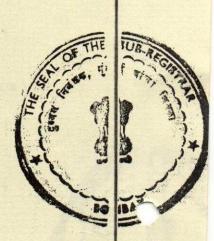


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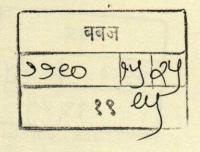
- (g) The Promoter has commenced the construction of the building on the said property consisting of Ground and three upper floors named VORA HOUSE as per the plans sanctioned and approved by the BMC.
- (h) The promoter has also obtained Certificate of Title from his Advocate dated 11.04.90. A Copy of the said Certificate is handed over to the purchaser on execution of this presents.
- (i) The Promoter has given inspection of all the documents herein referred to and delivered the Xerox copies therof and after satisfaction, the Purchaser has agreed to purchase the flat no. 3 on 1st floor in the building known as Vora House at Bajaj Road, Vile Parle (West), Bombay -400 056.
- (j) Set out in the Second Schedule hereunder written is the common areas and facilities and limited common areas and facilities apppurtenant to the premises agreed to be sold.
- (k) Also set out in the Third Schedule hereunder written is the list of fixtures, fittings and other amenities provided in the premises and the building.





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(1) Upon request of the Purchaser the promoter has agreed to execute this Agreement as stipulated under The Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (hereinafter referred to as the said MOFA Act).

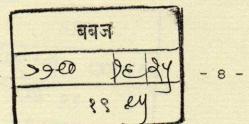
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

- The promoter shall construct and complete building consisting of ground and three upper floors known as VORA HOUSE situated at Bajaj Road, Vile Parle (W) and more particularly described in the first schedule hereunder written as per the plans and specifications sanctioned and approved by Bombay Municipal Corporation and other authorities concerned and also shall obtain occupation certificate and completion certificate after completion of the building.
- The promoter has informed the purchaser that he has got the plans sanctioned and approved by consuming the F.S.I. as permissible and available for the said property.

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- The purchaser has approved the title of the said property and also verified fixtures, fittings and other amenities to be provided by the promoter in the said building.
- from the promoter and the promoter hereby agree to sell to the purchaser residential flat No. 2 on first floor in the building known as VORA HOUSE admeasuring 505 sq.ft. built up area for the lumpsum consideration amount of Rs. 9,80,000/-(Rupees Nine Lacs Eighty thousand only) which the purchaser shall pay to the promoter in the following manner.
 - a) Rs. 5,00,000/- on or before the execution of this presents.
 - b) Rs. 2,60,000/- in diverse instalments as per the demand from time to time made by the promoter as per the construction progress.
 - c) Rs.1,20,000/- being balance purchase price at the time of possession is delivered to the Purchaser.





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The Purchaser in addition to the purchase price as stated above shall also pay to the promoter the necessary deposits including share money and membership fees at the time of taking possession of the said flat. The possession will be delivered on or before 31.12.1993 unless the same is delayed due to any act of god or any reason beyond control of the promoter or force Majure.

Upon taking possession of the said flat the purchaser shall use the same for residential purpose only and the purchaser shall not have claim against the promoter for any items of work in the said flat which may be alleged not to have been carried out by the promoter and the only liability of the promoter shall be as stated in section 7(ii) MOFA Act as amended from time to time.

The purchaser shall pay regularly in advance maintenance and other out going charges from the date of taking possession on or before 5th of each calendar month to the promoter and/or to the society as the

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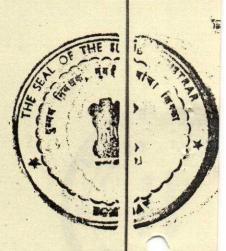
- 10 -

to pay any future increase in taxes or there is increase in maintanance of the said building. So far as the right of the purchaser is not affected, the promoter shall have liberty to sell, transfer, assign or otherwise deal with any of his right, title or interest in the said property as the promoter may be deem fit.

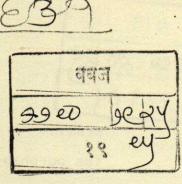
8. The purchaser shall not sell, transfer allot or assign or part with any interest or benefit or the possession of the said flat to any third party or person without previous consent of the promoter or the society as the case may be.

The promoter shall get the society registered in respect of said building under the provisions of Maharashtra operative Societies Act 1960 and purchaser hereby agree to sign all such papers, application, documents and other assurances necessary for permission and registration of the society including the bye-laws to be adopted by such society including any modifications or amendments suggested by the office of Registrar societies or as may be required in the

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circumstances applicable and shall obey all the rules regulations and bye laws of the society which will be formed and registered.

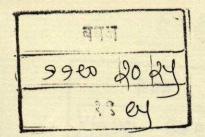
10. The promoter shall after the society is registered and after all the premises in the said building are sold shall execute the conveyance and get the same executed from any of the interested party in the said property to in favour of the said society. Any stamp duty or registration charges that may be required to be paid on the said deed of conveyance shall be borne and paid by the respective purchaser or the society. The Advocate or Solicitor of the Promoter shall prepare the conveyance deed and the same shall be approved by the advocate and solicitor of the purchaser or the Society.

11. In case if the promoter execute the conveyance in favour of the society before all the premises are sold, then promoter shall have full and exclusive right authority and power to sell to any prospective purchaser of the unsold premises and the said society shall admit and accept such purchaser as the member of the society without charging any

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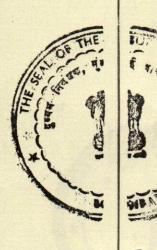


- 12 -

premium or any transfer charges thereof. The purchaser shall maintain the said flat in good tenantable and repair condition without changing the exterior part of the building by which the elevation of the building gets effected or changed and shall do at his cost all the internal repairs as may be required from time to time but without making any structural changes or alterations which are not permissible nor shall the purchaser do any such acts, deeds matters or things by which it creates any nuisance disturbance to the neighbouring owners or occupiers nor shall throw any dirt, rubbish, rags, garbage and other refuse in compound of the building. purchaser shall not keep any goods or any items in the premises which are hazardous, combustible or dangerous nature or so heavy which may damage the structure of the building and which are not permissible under the law.

The stamp duty and registration charges of and incidental to this agreement and other documents to be executed in respect of the said flat, the same shall be borne and paid by the purchaser alone.

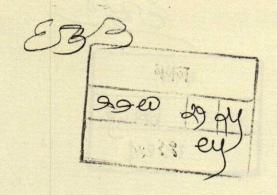
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13. The purchaser shall lodge this agreement for registration and intimate to the promoter for admitting execution of the said agreement.

14. All notices to be served on the flat purchaser or to the promoter as contemplated by this agreeement shall be sent by either party under registered post or under certificate of posting at their respective addresses as stated hereinabove.

15. The promoter shall have first charge and lien on the said flat incase if any amount towards purchase price is outstanding due and payable to him by the purchaser.

This Agreement shall always be subject to the provisions of MOFA Act 1963 as amended from time to time and rules made there under:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE

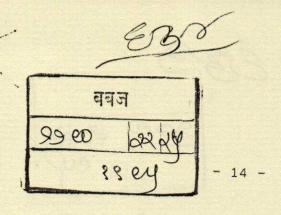
UNTO SET AND SUBSCRIED THEIR RESPECTIVE HANDS THE

DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

X Mitor Harish Kosharia.



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THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land admeasuring 497 sq.mts or thereabouts situate lying and being Vile Parle in the Registration Sub-District of Bombay City and Bombay Suburban being Final Plot No. 66-C of the Town Planning Scheme III of Vile Parle and bearing C.T.S. No. 1129-B together the buildings including the compound wall standing thereon which premises are assessed by the Assessor and Collector of Municipal Rates and Taxes under K(West) Ward No. 8589, House No. 50, (Old House No. 68) and Garage bearing K Ward No.8589(I) situate at No. 50 Bajaj Road, Vile Parle (West), Bombay 400 056 and which property is bounded as follows: i.e. to say: On or towards the SOUTH by Final Plot No. 65A of Shri Harkisandas Ratilal Goradia; On or towards the East by Bajaj Road; On or towards the North and West by Plot No. 66-B belonging to Sarang Co-op. Hsg. Society Ltd.



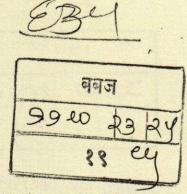


THE SECOND SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES : -

- i. Entrance lobby and foyer of the building.
- ii. Compound of the said building.
- iii.4 ft. vide staircase of the building for ingress and egress only.

- 15 -



The purchaser shall have 1/10th undivided interest in the above.

II. LIMITED COMMON AREAS AND FACILITIES : -

i. Common passage on the particular floor.

The Purchaser shall have 1/3rd undivided share to use the above.

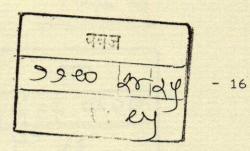
THE THIRD SCHEDULE ABOVE REFERRED TO

LIST OF FIXTURES, FITTINGS AND AMENITIES

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1.	Electrification	}	
2.	Flooring	}	The specifications
3.	Kitchen	}	are as prescribed
4.	Doors/Windows	}	under MOFA Act.
5.	Bathroom, Toilets	}	
6.	Paintings	}	
7.	Colour	}	STIPE CHIPTED TRUE

SIGNED AND DELIVERED)		
by the withinnamed "PROMOTER")	1. V_	
MAYANK PRANLAL VORA in)	Jun 1	, 2 .
the presence of)		



SIGNED AND DELIVERED BY THE WITHINNAMED CONFIRMING PARTY MR. HEMANT PRANLAL VORA IN THE PRESENCE OF
MRS. LEENA J. WADEKAR.

by the withinnamed

"PURCHASER" MRS. NITA HARISH

KESHARIA in the presence of

MR, Mukeoh D. Mahra.

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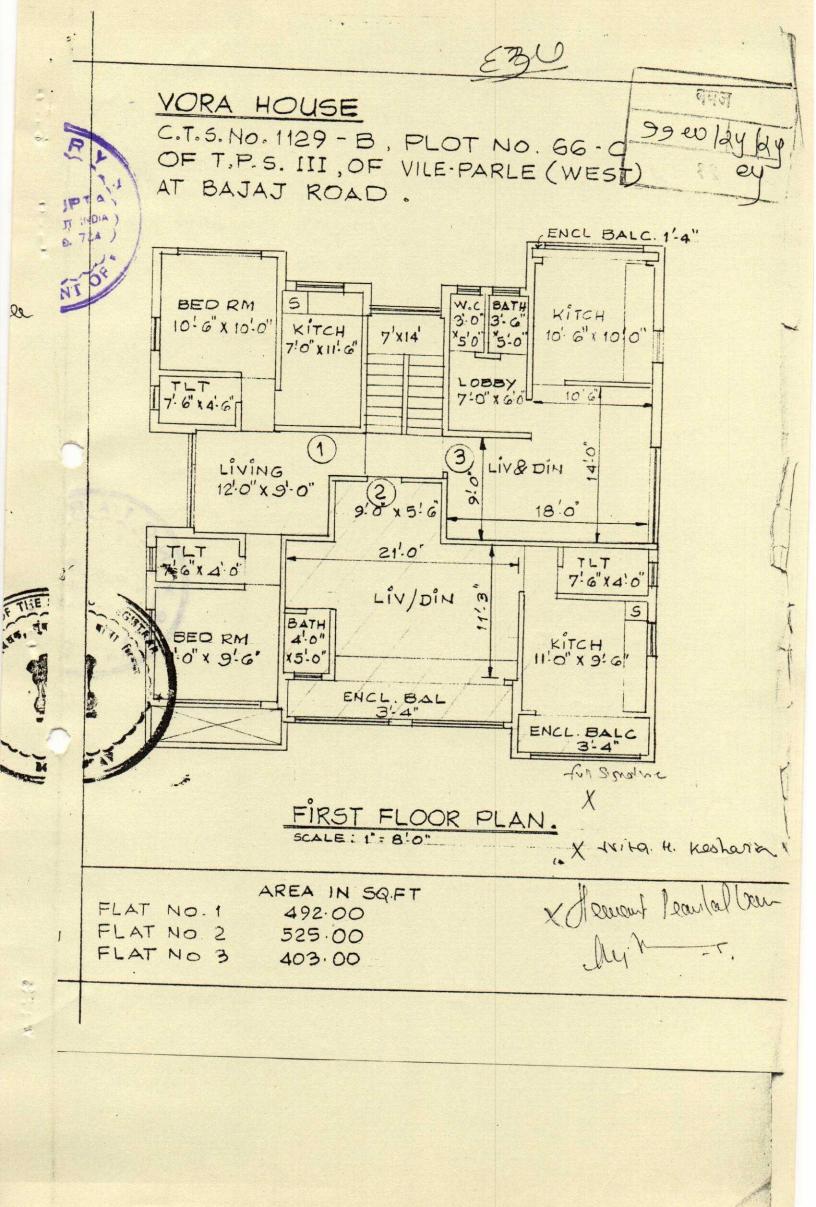
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CERTIFIED TRUE COPY ATTESTED BY ME

N. R. GUPTA
NOTARY
(GOVT. OF INDIA)







DATED THIS 16TH DAY OF SEPTEMBER, 199

BETWEEN

MAYANK P. VORA

····- PROMOTE

NE

AND

HEMANT P. VORA

..... CONFIRMING PART

AND

NITA HARISH KESHARIA

· · · · · · · · PURCHASE



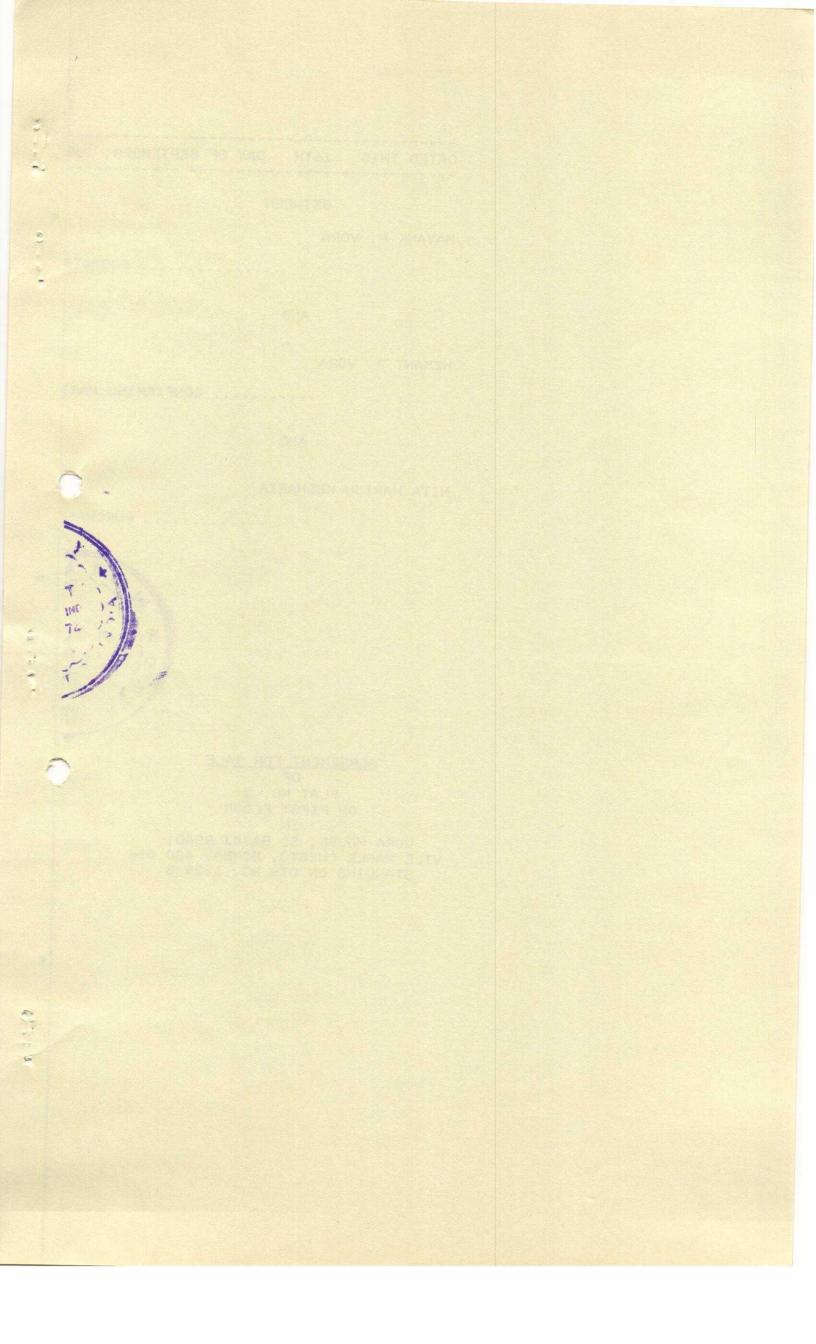
AGREEMENT FOR SALE

OF

FLAT NO. 2 ON FIRST FLOOR

IN

VORA HOUSE, 50 BAJAJ ROAD, VILE PARLE (WEST), BOMBAY 400 056 STANDING ON CTS NO. 1129-B



TRUE COPY 195 995 ************* Mr . Mayank P . Vora ... Prometer Mr. Hemant P. Vora ...Confirming Party. TO Mrs.Nita H.Kesharia. ... Purchaser DEED OF CONFIRMATION (FLAT NO.2 ON FIRST FLOOR IN VORA HOUSE, VILE PARLE(W)) F 5000 UMESH J.MEHTA ADVOCATE HIGH COURT MITTAL TOWER, 'B' WING, 16TH FLOOR, 210, NARIMAN POINT, BOMBAY - 400 021 F:\SUKUMARI\DOC. PAGE NO.36 TO 43

