



THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP

Estd. 1906

Customer Copy

Branch : V.P. No. : **221444**
Date: 21/06/2013

Pay to: **THE COSMOS CO-OPERATIVE BANK LTD.**

Franking Value	₹	100 / -
Service Charges	₹	10 / -
Total	₹	110 / -

Pan No. :-

In case of Cash deposit of ₹. 50,000/- or more

Name & Address of Stamp duty paying party
Narendra Hirani

Tel. No. / Mobile No.:

Name of the counter party

Purpose of Transaction _____
For Franking Documents

₹ 100 / -

Cash/DD/PayOrder/Cheque No. _____

Bank Name _____
Branch _____

Purchaser's Signature
(Paying Party)

(For Bank's Use Only)

Franking Sr. No. 00645

Tran ID _____

For The Cosmos Co-op. Bank Ltd.

Service Tax Reg. No.
AAAAT0742KST001

Authorized Signatory

Paraske Scheme

3rd Floor of the building known as "SHREE CHAITANYA KUNJ" constructed on the land bearing Plot No.11C of Paranjape 'A' Scheme, bearing Survey No.276A, Hissa No.2(part) corresponding to City Survey No.589 admeasuring 400.80 square metres (453.60 sq. mtrs. less 52.80 sq. mtrs. falling under set-back for Road) situate, lying and being in the revenue Village of Vile Parle (East), Taluka Andheri, Mumbai Suburban District and otherwise situated at Subhash Road, Vile Parle (East), Mumbai 400 057. I confirm that I have received the entire consideration payable by you to me under the said Deed of Assignment and there is no due balance or payable to me.

Witness:

1. Nita-S. Shah N.S. Shah

2. Dattich A. Shah
Dattich A. Shah

Siddharth

(SIDDHARTH KANTILAL SHAH)
Assignor

I hereby acknowledge the receipt of the vacant and peaceful, actual and physical possession of the aforesaid premises.

Witness:

1. MAHENDRA SHAH
Mahendra Shah
2. VINESH KHANDELWAL

Vinay Khantel

N. Hirani
(NARENDRA CHUNILAL HIRANI)
Assignee



THE COSMOS CO-OPERATIVE BANK LTD.
FRANKING DEPOSIT SLIP

Estd. 1906

Customer Copy

Branch : Paale 219739

Date: 21/6/2013

Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	₹	<u>300/-</u>
Service Charges	₹	<u>10</u>
Total	₹	<u>310/-</u>

Pan No. :-

In case of Cash deposit of ₹. 50,000/- or more

Name & Address of Stamp duty paying party
Mr. Narendra Chumilal Hirani

Tel. No.: / Mobile No.:

Name of the counter party

Purpose of Transaction _____

For Franking Documents

₹ 300/-

Cash/DD/PayOrder/Cheque No. _____

Bank Name _____

Branch _____

Purchaser's Signature
(Paying Party)

(For Bank's Use only)

Franking Sr. No. 00628

Tran ID _____


For The Cosmos Co-op. Bank Ltd.

Service Tax Reg. No.
1AAAT0742KST001

Authorized Signatory

Stamp duty same

Line of Document: Deed of Indemnity-Cum-Declaration
 Registrable / Non Registrable
 (Registration Details) S. R. O. 00628
 ठप्राधर युनिक नंवर (Franchising Unique No.)
 मिककरी (Proper) Shree Chaitanya Kunj, Subhash Road, Vile Parle [E] M. 57
 मोयः NA
 पुताः NA
 (State)
 एताः (Name of the 2nd Party) Mr. Narendra Chitlal Hisrani
Mr. Siddharth Kantilal Shah
 से असल्यस नाव (If through Name) Sandesh Shigvan SELR/
 मुताः शुल्काची रकम (Stamp Duty Amt. RS.) 300/-
 ताधिकृत अधिकाः या वी पूर्ण ताक्षणी शिक्का (Authorised Person's full Signature & Seal)
For The Cosmos Co-op. Bank Ltd.


 Authorised Signatory
 Sandesh A. Oak

For The Cosmos Co-op. Bank Ltd.
 Authorised Signatory
 Sandesh A. Oak

DEED OF INDEMNITY-CUM-DECLARATION

THIS DEED OF INDEMNITY-CUM-DECLARATION made at Mumbai, this 21st day of JUNE, in the year TWO THOUSAND THIRTEEN (2013) BETWEEN **Mr.SIDDHARTH KANTILAL SHAH** Adult Indian Inhabitant of Mumbai, presently residing at "Shree Chaitanya Kunj", 3rd Floor, Subhash Road, Vile Parle (East), Mumbai 400 057 hereinafter referred to as "**the ASSIGNOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **FIRST PART** AND **M/s.BUILDWAY CORPORATION**, a Partnership Firm duly registered under the Indian Partnership Act, 1932, having its office at 104, Midas Chambers, Fun Republic Theatre Lane, off Link Road, Andheri (West), Mumbai 400 053, through its Partner, **Mr.DUSHYANT KHONA**, hereinafter referred to as

The Cosmos Co-Operative Bank Ltd.
 Vile Parle Branch, Saraswati Bhavan,
 Plot No-45, PPS-1 CTS No 807 A,
 Maruman Road, Vile Parle (E),
 Mumbai-400 057.

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"the DEVELOPERS" and/or "the CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors, administrators) of the SECOND PART; AND **Mr.NARENDRA CHUNILAL HIRANI**, Adult Indian Inhabitant of Mumbai, residing at A-603, Jai Ghanshyam Co-op. Hsg. Soc. Ltd., Tejpal Road No.3, Vile Parle (East), Mumbai 400 057 hereinafter referred to as "the ASSIGNEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors administrators and assigns) of the THIRD PART;

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WHEREAS:-

- a) The Assignor herein, alongwith his co-owner CHAITANYA KANTILAL SHAH, were the original owners of ALL THAT piece and parcel of land, ground, hereditaments and premises bearing Plot No.11C of Paranjape 'A' Scheme, bearing Survey No.276A, Hissa No.2(part) corresponding to City Survey No.589 admeasuring 400.80 square metres (453.60 sq. mtrs. less 52.80 sq. mtrs. falling under set-back for Road) ALONGWITH the building standing thereon known as "SHREE CHAITANYA KUNJ" situate, lying and being in the revenue Village of Vile Parle (East), Taluka Andheri, Mumbai Suburban District and otherwise situated at Subhash Road, Vile Parle (East), Mumbai 400 057 and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "**the said property**");
- b) In the said building known as "SHREE CHAITANYA KUNJ" standing on the said property, the Assignor herein, as the owner, was in the exclusive use, occupation and possession of a residential premises situated on third floor admeasuring 1060 square feet (carpet area) plus open terrace admeasuring 316 square feet (carpet area) (hereinafter referred to as "**the said old premises**")
- c) That by an Indenture of Conveyance dated 24th March, 2011 duly registered with the Sub-Registrar of Assurances at Andheri (No.2) under Serial No.BDR-4/2756/2011 (hereinafter called "**the said Indenture dated 24th March, 2011**") made between the Assignor and his co-owner Chaitanya Kantilal Shah, therein referred to as "the Vendors" of the First Part and the

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of the Second Part, the said Assignor and his co-owner, sold, transferred and conveyance in favour of the Developers, the said property more particularly described in the First Schedule hereunder written for the monetary consideration as set out therein;

- d) In addition to the monetary consideration paid under the said Indenture dated 24th March, 2011 and in lieu of the said old premises, the Developers have agreed to construct and allot to the Assignor, free of costs, on ownership basis, a residential Flat admeasuring 1460 square feet usable (carpet area) on the 6th Floor of the new building proposed to be constructed by the Developers on the said property plus two stilt car parking spaces;
- e) In terms of the said Indenture dated 24th March, 2011, the Assignor is to be allotted, free of costs on ownership basis, a residential flat admeasuring 1460 square feet usable (carpet area) that is, 135.68 square metres (usable carpet area) on the 6th Floor of the new Building proposed to be constructed by the Developers on the said property plus two stilt car parking spaces, the said Flat alongwith the said two car parking spaces are more particularly described in the SECOND SCHEDULE hereunder written and are hereinafter collectively referred to as **"the said new Premises"**;
- f) As agreed between the Assignor and the Developers, the Assignor is entitled to hold, use and occupy the said old premises, until such time that he is called upon by the Developers to handover the same for demolition

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thereof;

- g) That by a Deed of Assignment of even date (hereinafter referred to as "the said Deed of Assignment") made between the parties herein also being the parties therein, the Assignor, in confirmation of the Developers, has sold, transferred, assigned, conveyed the said Premises more particularly described in the Second Schedule hereunder written alongwith the rights and entitlements of the Assignor under the said Indenture dated 24th March, 2011 (insofar as the said Premises is concerned) including the right to hold possession of the said Old Premises until demolition thereof, at or for the lumpsum consideration of Rs.2,40,00,000/- (Rupees Two Crores & forty lakhs only) which consideration has been paid by the Assignee to the Assignor in lumpsum vide Pay Order/ Demand Draft No. 768240 dated 21/06/2013 drawn on Punjab National Bank, Vile Parle (East) Branch;
- h) The Assignor hereby covenants with the Assignee and declare as under:
- I. That the said Indenture dated 24th March, 2011 and the agreement to be allotted the said Premises thereunder, is till date valid and subsisting and binding upon the Assignor and the Developers and that the Assignor has not done any act deed or thing whereby the Assignor will be prevented from implementing the assigning and selling the said Premises to the Assignee.
 - II. That the Assignor has not created any third party rights of any nature whatsoever in respect of the

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premises.

- III. The Assignor hereby declares that he along with his co-owner, Chaitanya K. Shah were the sole and absolute owners of the **said property** more particularly described in the **First Schedule** hereunder written.
- IV. The Assignor hereby declares that he alone was entitled to the said Old Premises, which was and is, in his exclusive use, occupation and enjoyment to the exclusion of all others, including the said Chaitanya K. Shah and therefore the Assignor alone is entitled to the said Premises more particularly described in the Second Schedule hereunder written, which was agreed to be allotted to the Assignor by the Developers in lieu of the said Old Premises;
- V. The Assignor therefore hereby declares that he alone is entitled to the said Premises more particularly described in the Second Schedule hereunder written and hereby further declares that his co-owner, Chaitanya K. Shah has no claim, right, title or interest in respect of the said Premises more particularly described in the Second Schedule hereunder written. And that the said Chaitanya K. Shah has received his share of consideration under the said Indenture dated 24th March, 2011 to his full and final satisfaction

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in respect of this right, title and interest in the said property.

VI. The Assignor hereby declares that he has paid all outgoing, taxes, electricity, telephone and other consumables in respect of the said Old Premises upto the date of the said Deed of Assignment, which is also the date of execution of this Deed of Indemnity.

- i) In the above circumstances, either party has agreed to indemnify the other two parties against any and all actions, claims, demands, costs, charges and expenses, etc. arising out of or relating to any act of commission or omission or claims in the manner stated hereunder:

NOW THIS DEED OF INDEMNITY WITNESSETH THAT:

1. The Assignor hereby indemnifies and keeps indemnified the Assignee and also the Developers against any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements) (hereinafter collectively referred to as "loss") that may be suffered by the Assignee or the Developers relating to or arising out of any claim made/objection raised by any person/party (claiming through the Assignor or his predecessor-in-title or otherwise) on the said premises and/or the said property or part thereof and/or relating to any act of commission or omission of the Assignor prior to the date of execution of the said Deed of Assignment (insofar as the said Premises is concerned) and prior to the date of execution of the said Indenture dated 24th March, 2011 (insofar as the said Property is concerned) and/or

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the Premises prior to the date of execution of the aforesaid Deed of Assignment and/or any breach of the representations, warranties, declarations, statements or covenants contained herein and contained in the said Deed of Assignment.

2. And the Assignee in turn, hereby indemnifies and keep indemnified the Assignor against any and all actions, suit, loss, claim or damage that may be suffered by the Assignor on account of any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements) (hereinafter collectively referred to as "loss") relating to or arising out of any claim made/objection raised by any person/party on the said Premises or part thereof and/or relating to any act of commission or omission of the Assignee after the date of execution of the said Deed of Assignment and/or arising out of any claims as falling due or incurred in respect of the premises after the date of execution of the aforesaid Deed of Assignment and/or any breach of the representations, warranties, declarations, statements or covenants contained herein and contained in the said Deed of Assignment.

3. And the Developers, hereby indemnify and keep indemnified the Assignor against any suit, loss, claim or damage that may be suffered by the Assignor on account of any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements) (hereinafter collectively referred to as "loss") relating to or arising out of any claim made/objection raised by

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any person/party on the said property or part thereof and/or relating to any act of commission or omission of the Developer after the date of execution of the said Indenture dated 24th March, 2011 and/or arising out of any claims as falling due or incurred in respect of the property after the date of execution of the said Indenture dated 24th March, 2011 and/or any breach of the representations, warranties, declarations, statements or covenants contained herein and contained in the said Indenture dated 24th March, 2011.

4. There is no suppression of any such facts which is required to be disclosed by either party to the other two parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land, ground, hereditaments and premises bearing Plot No.11C of Paranjape 'A' Scheme, bearing Survey No.276A, Hissa No.2(part) corresponding to City Survey No.589 admeasuring 400.80 square metres (453.60 sq. mtrs. less 52.80 sq. mtrs. falling under set-back for Road) ALONGWITH the building standing thereon known as "SHREE CHAITANYA KUNJ" situate, lying and being in the revenue Village of Vile Parle (East), Taluka Andheri, Mumbai Suburban District and otherwise situated at Subhash Road, Vile Parle (East), Mumbai 400 057 and in the Registration District and Sub-District of Mumbai Suburban and Andheri and within the limits of the Municipal Corporation of Greater Mumbai and bounded by and follows:

On or towards the North by:

On or towards the South by:

On or towards the East by:

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THE SECOND SCHEDULE ABOVE REFERRED TO:

The right, title and interest of the Assignor to use and occupy the said old premises, being third floor premises admeasuring 1060 square feet carpet area plus open terrace admeasuring 316 square feet ALONG WITH all rights attached thereto including the said new Premises admeasuring 1460 square feet usable (carpet area) that is, 135.68 square metres (usable carpet area) on the 6th Floor of the new Building proposed to be constructed by the Developers on the said property plus two stilt car parking spaces.

SIGNED, SEALED & DELIVERED by the)
withinnamed ASSIGNOR,)
Mr.SIDDHARTH KANTILAL SHAH)

Photograph	Left Hand Thumb Impression	Signature
		




In the presence of.....

1. Nita S. Shah *N S Shah*
2. Abhishek S. Shah *A S Shah*

I identified by me
Mark D'Mello

MARK D'MELLO
ADVOCATE, HIGH COURT
101, ROSE RESIDENCY, 1ST FLR.,
CHIT ROAD, NR. THAKKAR HALL,
VILE PARLE (E), MUMBAI - 57.

SIGNED, SEALED & DELIVERED by the)
 withinamed DEVELOPERS,)
M/s.BUILDWAY CORPORATION)
 through its Partner,)
Mr.DUSHYANT KHONA)

Photograph	Left Hand Thumb Impression	Signature
		

I don't find by me
Khona




MARK D'MELLO
 ADVOCATE, HIGH COURT
 101, ROSE RESIDENCY, 1st FLR.,
 DIXIT ROAD, NR. THAKKAR HALL,
 VILE PARLE (E), MUMBAI - 57.

In the presence of.....

1. Dattich A. Shah
2. Ravindra Shreenivas Sapre



SIGNED, SEALED AND DELIVERED by)
 the withinamed Assignee)
Mr. NARENDRA CHUNILAL HIRANI)

Photograph	Left Hand Thumb Impression	Signature
		

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Khona

MARK D'MELLO
 ADVOCATE, HIGH COURT
 101, ROSE RESIDENCY, 1st FLR.,
 DIXIT ROAD, NR. THAKKAR HALL,
 VILE PARLE (E), MUMBAI - 57.

In the presence of.....

1. MAHENDRA SHAH
2. Dinesh Khosla





Between
Mr.SIDDHARTH KANTILAL SHAH
... Assignor

And
M/s.BUILDWAY CORPORATION,
through its Partner,
Mr.DUSHYANT KHONA,
.. the Developers /
Confirming Party

AND
Mr.NARENDRA CHUNILAL HIRANI
.. Assignee

DEED OF INDEMNITY
-CUM-DECLARATION

M/s.MARK D'MELLO & ASSOCIATES
Advocates,
101, 1st Floor, Rose Residency,
Dixit Road (Extension),
Off Shardhanand Road,
Near Thakkar Hall, Vile Parle
(East), Mumbai 400 057.
Telefax:- 26104736/7