



Tuesday, August 30, 2005
12:16:31 PM

Original
नोंदणी 39 म.
Regn. 39 M

: ००३० मुद्रांक व नोंदणी फी
१३ घंटा ११०५०५१००६
मि. ३१/०८/२००५

पावती

पावती क्र. : 8384
दिनांक 30/08/2005
गावाचे नाव फोर्ट
दस्तऐवजाचा अनुक्रमांक वबइ1 - 08249 - 2005
दस्ता ऐवजाचा प्रकार मान्यता पत्र

सादर करणाराचे नाव: शगुन उमेश मेहता

नोंदणी फी	:-	4000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (20)	:-	400.00
एकूण	रु.	4400.00

आपणास हा दस्त अंदाजे 12:31PM ह्या वेळेस मिळेल

DELIVERED
ON 30/8/05
मोबदला: 400000 रु.

भरलेले मुद्रांक शुल्क: 40000 रु.

देयकाचा प्रकार : चलनाचे

चलन क्रमांक: 21; रक्कम: 4000 रु.; दिनांक: 29/07/2005

दुय्यम निबंधक
मुंबई शहर 1 (फोर्ट)

सह दुय्यम निबंधक
मुंबई शहर क्र. १.

Original
नोटणी 30 म.

महाराष्ट्र राज्य
महाराष्ट्र राज्य

[दिनांक २१.१२.२०१५]
अखिल प्रमाणिक

प्रधानमंत्री : ००२० मुद्रांक व नोटणी की

किंवा पंजीय १५२२५००१००६

या ठिकाणी कोषधारी / उच्चोपायाना धारकना नाव वा मालिका नाव
अधिकार/अधिकार / अधिकार ठिकाण ठिकाण

धारक/धारक/धारक	विभागीय अधिकार/कोषधारी कोषधारी वा ठिकाण	कोषधारी / उच्चोपायाना धारकना नाव वा मालिका नाव / अधिकार ठिकाण ठिकाण
विशेषाधिकारिनी सभ्यात धारकता आली आहे त्या व्यक्तीचे नाम/पत्ता Ms Shagun Mehta 21/26, Taming Chambers 15-11, Bora Bora Street, Fort, Mumbai-40001	हेतू/कारण विभाग : नोंदणी व मुद्रांक विभाग प्रधानमंत्री : ००२० मुद्रांक व नोंदणी की उपप्रधानमंत्री : ०२ नोंदणी की गौणमंत्री : १०४ हस्तरेखणूक नोंदणीसाठी की सर्वसाधारण पसुली	धारक/धारक/धारक नाम (या व्यक्तीचे) विवरण ठिकाण
धारक कोषधारी/उच्चोपायाना धारकना नाव वा मालिका नाव आणि वरिष्ठाचा उद्देश दस्तावेजा नोंदणी की	संश्लेषक संकेतांक 0 0 3 0 0 1 5 2 0 0 धारक आहे, तो कोषधारी/उच्चोपायाना धारकना नाव वा मालिका नाव दस्तावेज : २९-८-०५	विभाग ठिकाण
धारक कोषधारी/उच्चोपायाना धारकना नाव वा मालिका नाव (धारक) आहे धारक कोषधारी/उच्चोपायाना धारकना नाव वा मालिका नाव दस्तावेज : 29-8-05	संश्लेषक संकेतांक 0 0 3 0 0 1 5 2 0 0 धारक आहे, तो कोषधारी/उच्चोपायाना धारकना नाव वा मालिका नाव दस्तावेज : २९-८-०५	विभाग ठिकाण

G धारक/उच्चोपायाना धारकना नाव वा मालिका नाव
नाम : **२९-८-०५**
दस्तावेज : **२९-८-०५**
ठिकाण : **२९-८-०५**
धारक : **२९-८-०५**
विवरण : **२९-८-०५**

२९-८-०५
२९-८-०५



बँक ऑफ इंडिया 0398986

THE BANK OF INDIA
ACKNOWLEDGEMENT



ICICI BANK LTD, FORT FRANKING DEPOSIT SLIP

Customer Copy
 Deposit Br. Fort CMD Date: 29/8/15
 Pay to: ICICI Bank A/c Stamp only
 Franking Value Rs. 100/-
 Service Charges Rs. 10/-
 Total Rs. 110/-

Name of Stamp duty paying party:
 MIS = Shagun Mehta
 21826 Trinity
 Chambers, 115-117
 Bazaar, Bezar Street,
 Mumbai - 400001
 DD / Cheque No. CASH

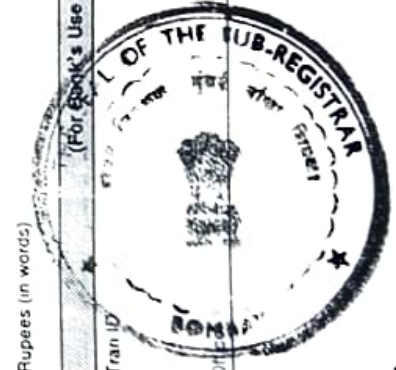
(For Bank's Use only)
 2005
 29/8/15

Tran ID
 Franking Sr. No.
 Officer

Bank's Copy
 Deposit Br. Fort CMD Date: 29/8/15
 Acct No. <Sol ID> SA FRANKG
 Franking Value Rs. 100/-
 Service Charges Rs. 10/-
 Total Rs. 110/-

Name of Stamp duty paying party: MIS = Shagun Mehta
 21826 Trinity Chambers, 115-117
 Bazaar, Bezar Street, Mumbai - 400001
 Particulars of cheque / cash deposited (Cash upto Rs. 5000/- only)

Bank	Branch	DD / Cheque No.	Cash Details	Rs.
			1000 X	
			500 X	
			100 X	
			50 X	
Total				



Rupees (in words)
 Tran ID
 Franking Sr. No.
 Officer

Bank's Copy
 Deposit Br. Fort CMD Date: 29/8/15
 Acct No. <Sol ID> SA FRANKG
 Franking Value Rs. 100/-
 Service Charges Rs. 10/-
 Total Rs. 110/-

Name and address of Stamp duty paying party:
 MIS = Shagun Mehta
 21826 Trinity Chambers, 115-117
 Bazaar, Bezar Street, Mumbai - 400001
 Tel. No. / Mobile No. 9820057999
 Name of counter party:
 Purpose of Transaction:

Signature of purchaser
 (For Bank's Use only)

Tran ID
 Franking Sr. No.
 Officer



ICICI BANK LTD, FORT FRANKING DEPOSIT SL

Customer Copy

Deposit Br. Fort CMD		Date 29/8/05
Pay to ICICI Bank A/c Stamp only		
Franking Value	Rs.	100/-
Service Charges	Rs.	10/-
Total	Rs.	110/-

Name of Stamp duty paying party
 MS = Shagun Mehta
 21 & 26 Trinity
 Chambers, 115-117
 Bora Bazar Street
 Mumbai - 400001
 DD / Cheque No.
 Drawn on Bank CASH
 Received with Thanks
 Rs 100/- Towards
 Payee Stamp Duty

(For Bank's Use only)
 40366

ICICI Bank Ltd,
 Officer
 Address: Kurla
 Mumbai - 400001
 Phone: 1012181218

40366
 149300
 AUG 29 2005
 Special
 Address: 77777777
 12:49

THIS DEED OF CONFIRMATION made at Mumbai on 29 day of August the Christian Year Two Thousand and Five BETWEEN M/s. S. K. Paul & Co. CH of 21 and 26 Trinity Chambers, 115-117 Bora Bazar Street, Mumbai - 400 hereinafter called the OWNERS of the One Part AND MS. SHAGUN MEHTA of C705, Apartment, 4th Cross Lane, Lokhandwala Complex, Andheri (W), Mumbai 40 hereinafter called "THE PURCHASER" (which expression shall, unless repugnant to the context, mean and include their executors, Administrators and assigns) of the Other Part.

Shagun

2005
 3
 2005



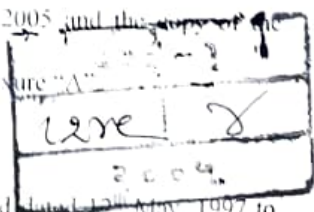
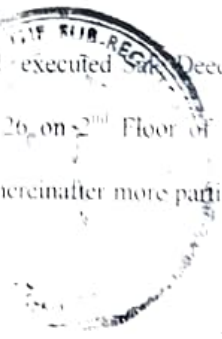
WHEREAS :

- (a) The parties hereto and one Late. Suvira S. Luthra had executed Sale Deed dated 12th May, 1997 for the purchase of Room Nos. 21 and 26 on 2nd Floor of Trinity Chambers, 115-117 Bora Bazar Street, Mumbai - 400 hereinafter more particularly described in the First Schedule hereunder written.
- (b) The Purchaser Late. Suvira S. Luthra expired on 09.06.2005 and the copy of the Death Certificate is enclosed herewith and marked as Annexure "A".
- (c) The said Agreement was to be lodged for registration with the Sub-Registrar of Assurance at Mumbai but the same remained to be lodged through over sight.
- (d) In the premises the parties hereto have mutually agreed to execute this Deed of Confirmation as appearing herebelow:

NOW THIS DEED OF CONFIRMATION WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The parties hereto and one Late. Suvira S. Luthra had executed Sale Deed dated 12th May, 1997 to purchase of Room Nos. 21 and 26 on 2nd Floor of Trinity Chambers, 115-117 Bora Bazar Street, Mumbai - 400 hereinafter more particularly described in the First Schedule hereunder written.
2. The Purchaser Late. Suvira S. Luthra expired on 09.06.2005 and the copy of the Death Certificate is enclosed herewith and marked as Annexure "A".
3. The parties hereto confirm the execution of the Sale Deed dated 12th May, 1997 to purchase the property more particularly described in the First Schedule hereunder written the original whereof is hereto annexed and marked "B".

Sherin



4. The parties hereto confirm that the said Sale Deed dated 12th May, 1997 is valid, binding and subsisting and confirm all the terms and conditions of the Sale Deed dated 12th May, 1997.
5. It is also hereby agreed by and between the parties hereto that Ms. Shagun Mehta who was the joint purchaser with Late Suvira S. Luthra is the only sole owner and purchaser of the Room No. 21 and 26 and who is the sole executing party hereto.

IN WITNESS WHEREOF the parties hereto set their hand and seal on the day and year hereinabove mentioned.

THE FIRST SCHEDULE ABOVE REFERRED TO

Room Nos. 21 and 26 on 2nd Floor of Trinity Chambers, 115-117 Bora Bazar Street, Mumbai - 400 hereinafter more particularly described in the First Schedule hereunder written. *Case No 972 Fort Div.*

SIGNED AND DELIVERED by the)
 within named "Vendors")
 M/s. S. K. Paul & Co.)
 in the presence of)

Walecha

- 1.
- 2.

SIGNED & DELIVERED by the)
 within named "Purchasers")
 MS. SHAGUN MEHTA)
 in the presence of)

Shagun

- 1.
- 2.



INDIA NON JUDICIAL



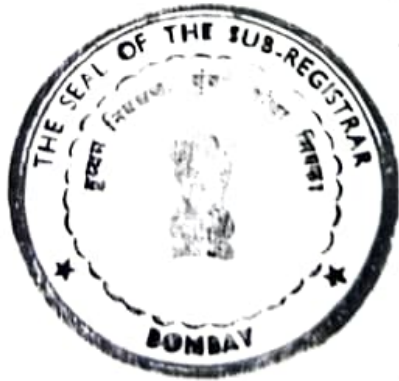
08/2005
दुय्यम निबंधकः
19:05 pm मुंबई शहर 1 (फोटो)

दस्त गोषवारा भाग-1

वयड1
दस्त क्र 8249/2005
E

दस्त क्रमांक : 8249/2005
दस्ताचा प्रकार : मान्यता पत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा टसा
1	<p>नाव: शशुन उमेश मेहता पत्ता: घर/फ्लॅट नं. सी 705 गल्ली/रस्ता: लोखंडवाला ईमारतीचे नाव: जुपिटर अपार्टमेंट ईमारत नं.: - पेट/वसाहत: अंधेरी शहर/गाव: मु तालुका: - पिन: 53 पेन नम्बर: -</p>	<p>लिहून घेणार वय 26 सही</p> <p><i>Shashun</i></p>		
2	<p>नाव: मेसर्स एस के पॉल अँड क लर्फे नवीन श्रीराम पत्ता: घर/फ्लॅट नं. 22/25 गल्ली/रस्ता: 115 त्रिनेटी चेंबर ईमारतीचे नाव: - ईमारत नं.: - पेट/वसाहत: फॉर्ट शहर/गाव: मु तालुका: - पिन: 1 पेन: -</p>	<p>लिहून देणार वय 45 सही</p> <p><i>Wankar</i></p>		



मुंबई शहर क्र 1





दस्त गोषवारा भाग - 2

ववड1

दस्त क्रमांक (8249/2005)

U

दस्त क्र. [ववड1-8249-2005] चा गोषवारा
बाजार मुल्य :400000 मोबदला 400000 भरलेले मुद्रांक शुल्क : 40000

पावती क्र.:8384 दिनांक:30/08/2005
पावतीचे वर्णन
नोंद: शगुन उमेश महता

दस्त हजर केल्याचा दिनांक :30/08/2005 12:14 PM
निष्पादनाचा दिनांक : 29/08/2005
दस्त हजर करणा-याची सही :

Shagun

4000 : नोंदणी फी
400 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

4400: एकूण

दस्ताचा प्रकार :25) मान्यता पत्र
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 30/08/2005 12:14 PM
शिक्षा क्र. 2 ची वेळ : (फी) 30/08/2005 12:16 PM
शिक्षा क्र. 3 ची वेळ : (कबुली) 30/08/2005 12:18 PM
शिक्षा क्र. 4 ची वेळ : (ओळख) 30/08/2005 12:18 PM

m

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

दस्त नोंद केल्याचा दिनांक : 30/08/2005 12:19 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवतात.

1) किशोर महादेव बाईत ,घर/फ्लॅट नं: 2 रा मजला

Kishor Bait

गल्ली/रस्ता: पारेख स्ट्रीट

ईमारतीचे नाव: गोवर्धन वि

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: मु

तालुका: -

पिन: 4

2) पांडुरंग प्र भावसाकर ,घर/फ्लॅट नं: गायकवाड चाळ *पांडुरंग भावसाकर*

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: भांडुप

शहर/गाव: मु

तालुका: -

पिन: 78

ANNEXURE IS NOT REGISTERED

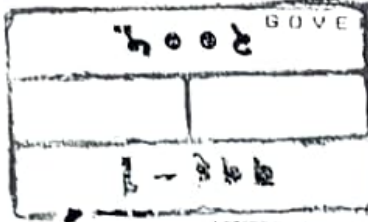
दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



दस्ताचा क्रमांक 8249/2005
दस्ताचा दिनांक 30/08/2005
पुस्तकाचा क्रमांक 20
नोंदणी शुल्क (2000)
दिनांक 30/08/2005 *m*

दस्ताचा क्रमांक 8249/2005
दस्ताचा दिनांक 30/08/2005
पुस्तकाचा क्रमांक 20
नोंदणी शुल्क (2000)





GOVERNMENT OF MAHARASHTRA
General Stamp Office
Town Hall, Fort,
Mumbai-400 023

Case No.: 456/97

Date: 16/12/97

Recd
27.12.97

BY THE DEPUTY COMMISSIONER
OFFICE OF REVENUE RECOVERY CERTIFICATE.

To,
SRI. SIVIRA S. LUTHERA
C/705-706, JUPITER APTS. 4TH CROSS
LANE LODHWANLA COMPLEX, ANDHERI SE

With reference to your case no. 456/97 you are hereby informed that the instrument submitted is impounded as it is not duly stamped. An amount of Rs. 40000 is leviable as Stamp duty on the said instrument.

You were earlier intimated by way of Demand notice to pay the Stamp Duty and Penalty but you have failed to pay. If payment is not made as per this Final Demand Notice then we will be forced to start recovery of Stamp Duty as Arrears of Land Revenue.

You are hereby called upon to pay an amount of Rs. 40000 towards Stamp duty and an amount of penalty as specified below:

Penalty Amount/ Rate.	Period during which payment to be made with amount of penalty specified in column - 1.	(2)
@ 0.5 % for every month or part thereof from the date of execution	01/10/1997 to 31/12/1997	
@ 1.0 % for every month or part thereof from the date of execution	01/01/1998 to 31/03/1998	Dec- 1600 Jan- 3600 Feb- 4000 Mar- 4400

40000
1600
41600/-
Jan 43600/-

Please note that the rate of penalty has been reduced only if payments are made in the specified periods mentioned above by a Special Government Order No. Mudrank 1077/31/41/CR-561-41-1 dt.05/07/1997.

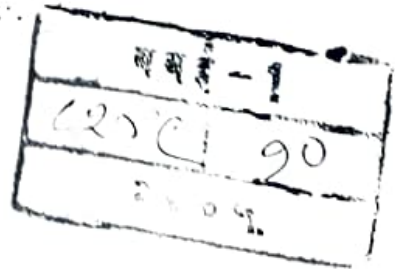
If payment of Stamp Duty + Penalty is not made during the period specified you are liable to pay a penalty @ 2 % per month from the date of execution of the document u/s 39 of Bombay Stamp Act, 1958 which comes to Rs. 9600/- towards penalty to be paid before 30th April 1998, failing which action u/s 46 of the Bombay Stamp Act, 1958 shall be initiated.

Stamp Duty :- 40000
+
Penalty thereon :- 9600

Total Amount :- 49600

(Sd/-) Superintendent of Stamps,

Note: Payment should be made by Demand Note / Pay Order in the name of Superintendent of Stamps, Mumbai.





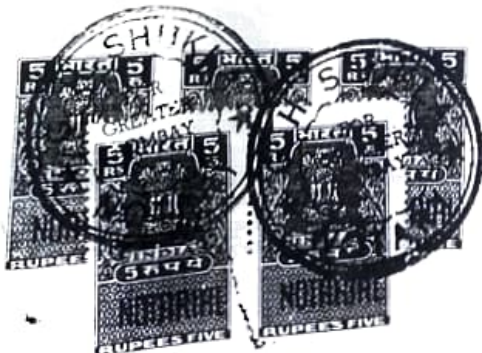
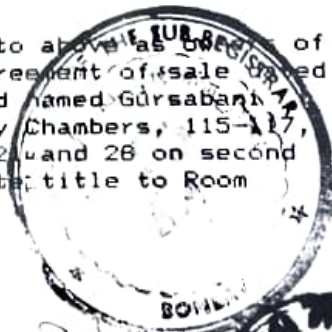
Handwritten text in Hindi, including the number '36' and '100/-', and a signature 'EIP'.

9 APR 1997



THIS AGREEMENT of sale in made at Mumbai this 12th day of May 1997 between M/s. S.K. Paul & Co.(CHA) of 21 and 26 Trinity Chambers, 115-117 Bora Bazar Street, Mumbai 400 001 herein after called the OWNERS of the one part and Smt. SUVIRA.S. LUTHRA and Ms.SHAGUN MEHTA both of C705, Jupiter Apartment, 4th Cross Lane, Lokhandwala Complex, Andheri (W), Mumbai 400 053 herein after called the Purchasers which expression shall, unless repugnant to the context, mean and include their executors, Administrators and assigns of the other part.

WHEREAS M/s. S.K. Paul & Co.(CHA) referred to above as owners of 21 & 26 Trinity Chambers by virtue of an agreement of sale dated 12.12.95 purchased from Shri. Indur Assanand named Gursabani therein described as the landlord of Trinity Chambers, 115-117, Bora Bazar Street, Bombay 400 001 Room No. 2 and 26 on second floor of Trinity Chambers . Whereby absolute title to Room Nos.21 & 26 vested in the Owners.



Handwritten notes in a box: 'कक्षा-1', 'कॉलेज', '2004'.



AND WHEREAS the said Rooms namely Nos. 21 and 26 of Trinity Chambers are under the tenancy of Shri. Soli F Daruwala (and of his parents before him) since earlier than 1930 well over sixty seven years.

AND WHEREAS Shri. Daruwala was and still is unwilling to vacate the said rooms for sentimental reasons and since he is paying Rs.99.50 (Rupees ninety Nine and fifty paise only) as monthly rent.

AND WHEREAS owners were confident that because of their good personal relation with Shri. & Smt. Daruwala the owners would be able to persuade Daruwala's to, with financial assistance for an alternative and acceptable accomodation, vacate the premises agreed to purchase Room nos. 21 and 26 of Trinity Chambers at a cost of Rs.4,00,000/- (Rupees four lakhs only) which cost because of the deteriorated condition building is has been accepted by the stamp office.

AND WHEREAS the Daruwala's are unwilling to vacate the premises the owners have realised that they have make a very bad bargain.

AND WHEREAS no property broker has, under the circumstances, been able to get an offer any where near the purchase price for the premises.

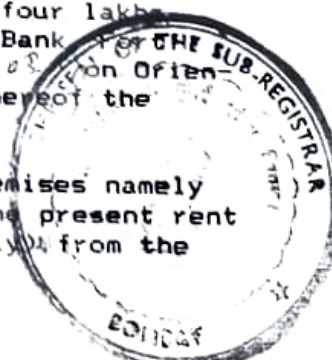
AND WHEREAS two members of the family of owners are willing to sell the premises and take a chance even after perusal of the sale deed of 12.12.1995 one copy of which with all the recitals there in has been given to them and with full knowledge of the dilapidated condition of the building and adamant attitude of Daruwala's and purchase the premisis ie. Room Nos. 21 & 26 on second floor of Trinity Chambers, 115-117, Bora Bazar Street, Mumbai 400 001 at owners purchase price of Rs.4,00,000/- (Rupees four lakhs only)

AND WHEREAS the parties to this deed are desirous of reducing the agreement in writing.

NOW THIS INDENTURE WITNESSSES AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS

(1) Even under the circumstances stated above Smt. Suvira S Luthra and Ms. Shagan Mehta are desirous of purchasing the tenanted premises and have paid to M/s. S.K. Paul & Co.(CHA) the mutually agreed to amount of Rs.4,00,000/- (Rupees four lakhs only) by cheque No. 605868 dt. 12.05.97 on Canara Bank, Fort Branch, Mumbai 400 001 and cheque no. 660816 dt. 12.08.97 on Oriental Bank of Commerce, Versova Branch the receipt whereof the owners hereby acknowledge.

2) Hereafter the said purchasers will own the premises namely Room No.21 & 26 and shall be entitled to collect the present rent of Rs.99.50 (Rupees ninety nine and paise fifty only) from the said tenant.



3) Nothing contained in these presents shall be construed to confer upon the Purchasers any right title or interest of any kind whatsoever into or over the said land or Building or any part thereof, such conferment to take place only upon the execution of the conveyance and/or such documents as are necessary to a Limited Company or to Co-operative Society or an incorporated body to be formed of the Owners of different premises in the said building as hereinafter stated.

4) The Purchaser shall have no claim save and except in respect of the particular premises hereby agreed to be acquired, and that all open spaces, parking places, lobbies, staircase, lift, terrace, etc. will remain the property of the Shri. Indur Assanand Gurusahani until the whole property, excepting the Landlord's exclusive premises and space herein mentioned or to Co-operative Society or an incorporated body as hereinafter mentioned but subject to the right of the Landlord as herein stated.

5) The Owners shall have a right for all time to come to make additions alternations and for Shri. Gursahani to utilise additional FSI and raise storeys or put additional structures, at any time as may be permitted by the Municipal or other competent authorities. Such additions, alternations, structures and storages and new premises will be sole property of Shri. Indur Assanand Gurusahani, who will be entitled to dispose it off in any way he thinks fit and the Purchasers hereby consent to the same.

PROVIDED: that even the Landlord and owners do not in any way affect or prejudice the right hereby granted in favour of the Purchasers in respect of the premises agreed to be owned by the Purchasers.

6) In case any security or other deposit is demanded either by the Bombay Municipal Corporation, BEST or any authority for the purpose of giving water and/or electric connected to said building or any other deposit demanded by any other local body or authority the Purchasers shall contribute the same proportionately as may be determined by the Landlord immediately on notice being given by him to the Purchasers calling upon them to contribute towards the security deposit as above.

7) The Purchasers hereby agree that in the event of any amount by way of the premium to the Bombay Municipal Corporation or the State Government or betterment charges or developments tax or Repair cess or any other tax on payment of a similar nature hitherto not levied and subsequently becoming payable by the Landlord to the BMC or the government. The Purchasers shall reimburse the same in proportion to the area occupied of the rent earlier paid by the purchasers in respect of the premises as the case may be .



SL

6

47-1
L2ye 97
Roots

8) Any increase after the date of this Indenture in the Municipal or Government levies shall be reimbursed by the Purchasers to the Landlord or the Society or limited company as the case may be in porportion to the area occupied or rent earlier payable for the premises as the case may be.

9) The Purchasers shall maintain at their own cost the Premises agreed to be acquired by them in the same good condition, state and order in which it was transferred to them and shall abide by all bye-laws, rules and regulations of the Government, Mumbai Municipality and the BEST or any other authorities and local bodies as also shall observe and perform the covenants, conditons herein mentioned and shall attend, answer and be responsible for all actions violations or any of the conditons or rules or bye-laws and shall observe and perform all the terms and conditons contained in this Indenture.

10) The Purchasers hereby covenants with the owner and the Landlord to pay the amounts required to be paid by the Purchasers under this Indenture and to observe and perform the covenants and conditons of obtained in this intended Society or the incorporated body in respect of the said piece or parcel of land more particularly described in the the landlord Shri. Indur Assanand to remain indemnified against the said payment and observance and performance of the said covenants and conditons except so far as the same sought to be observed by the Landlord and owners.

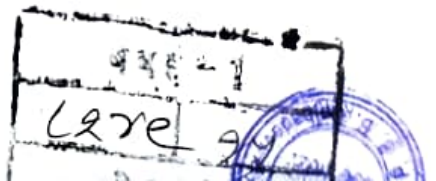
11) The Owner/Landlord hereby authorises the Purchasers and the Purchaser hreby agree to be a member of the Co-operative Society, limited company or incorporate body to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Society of Limited company or an incorporated body including the Bye-laws of the proposed Society and duly filled and signed and return within 10 days from the same being forwarded by and landlord to the Purchaser shall be bound from time to time to sign all papers and documents and do all other things as the Landlord may require them to do from time to time for safeguarding the interest of the Landlord and other Purchasers of flats in the said building.

12) The Owner/Landlord agree to extened full co-operation and furnish the necessary documents to enable the Purchaser and other Purchasers to form a Co-operative society or a limited Company, and get the same registered with Registerar of Co-operative Societies.



SL

6



13) As soon as the requisite number of Purchasers authorised by the Landlord as aforesaid join together to form the Proposed Co-operative Society or a Public Limited Company, the Purchaser hereby agree to deposit a sum of Rs.1600/- (Rupees one thousand Six hundred only) towards the approximate deposit of ground rent and maintenance charges with the Landlord and also a sum of Rs.1,251/- (Rupees one thousand two hundred and fiftyone only) towards the share capital of the Co-operative society or the Company as the case may be when formed and registered and after the execution of the deed of conveyance or any other document in its favour.

14) Till the formation and registration of the said Co-operative society or the Limited Company, the Purchasers agree to pay to the Landlord monthly charges of Rs.300/- (Rupees three hundred only) towards the nonrefundable contribution of payment of their share of general maintenance, usage of water tank and other miscellaneous out of pocket expense incurred by the Landlord for maintenance of the Building.

15) The Landlord hereby agrees to indemnify the Purchasers for any claims of whatsoever nature for payment of current or arrears dues towards the maintenances and other charges, till handing over the possession or the registration thereof, or till date of receipt of the aforesaid contribution from the Purchasers, whichever is earlier, except the Government or BMC dues afore-

15) . The Present tenant of the said Premises, Shri.Soly Paruwala is in arrears of payment of permitted increase of BMC 1.5.84. However, in the event of the Purchaser agreeing to pay all the BMC and Government levies and the Repairs cess leviable rebate of levies as applicable on 1.5.84, the said arrears shall stand waived. Further, this payment of Government and BMC levies including Repairs cess shall be due and payable every month on prorata basis over and above the monthly compensation of Rs.300/- hereinabove stated.

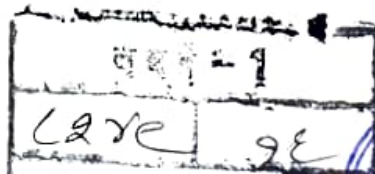
16) a) On registration of the said Co-operative Society or the Limited Company the Landlord shall handover to the Society or Limited Company possession of all lobies, stairs, house gullies common water tank, and other common spaces, except those hereinafter mentioned as reserved exclusively for the use of the Landlord, or his nominee.

b) The Elector shall cease to pay Landlord the aforementioned monthly charges Rs.300/- (Rupees three hundred only) towards reimbursement of taxes, cesses, repairs, maintenance etc.

c) The Elector shall provisionally pay to the said Society or Limited Company, the same amount every month as was being paid to the Landlord and thereafter, they agree to pay the full monthly contribution towards maintenance, repairs, taxes etc. as demanded by the Society or Limited Company.



6



d) The Landlord or his nominees or heirs shall be entitled to be admitted to the said Society or Limited Company as members with equal rights and liabilities as other Purchasers.

e) After the formation of the Society or the Limited Company the Landlord shall have the full right to transfer by sale or otherwise, dispose of his present holdings and future vacancies in the Landlord's property in the Building and also the premises created hereafter under clause 5 of this Indenture to other tenants or outsiders of his choice in full or part by part as if he were the sole owner of Property and such persons shall have the right to be admitted as fullfledged members of the Proposed Co-operative Society or Limited Company, as the case may be, on the same terms as the Elector herein, or other Purchasers.

f) The Purchasers either by themselves or through the said Society or Limited Company shall not disturb or cause to be attempted for any purpose whatsoever of the following positions be the Building, which are the property of the Landlord and shall be known as the Landlord's property.

1) The room no.2 D with attached WC above water tank on ground floor and upper floors, lift room, terrace rooms etc. presently in the possession of the Landlord.

Elevator Lift,

This does not in any way effect the independent agreement dated 25.5.89 in report to lift between Smt.Mala Metha and Sri.Indur Assanand Gursahani and thence to the Purchasers.

2) Stairs above third floor landing to the upper floors and the terrace.

4) Terrace and tanks over building.

5) Premises occupied by other tenants not specifically authorised by the Landlord to become members of the proposed Co-operative Society.

6) Any other premises in possession of be landlord.

7) Additional premises constructed or FSI utilised by the landlord, in future.



S.L.

f

44-9
Leve 910



g) The Purchasers either by themselves or through the said Society or limited company shall allow the landlord to peacefully transfer his right/title/interest and exclusive possession of the aforementioned Premises, Elevator lift stairs above third floor, leading to the upper floors, the terrace etc., nominees of the Landlord and the said Purchasers or nominees hereinafter called the subsequent Purchasers the Premises before the formation or registration of the society of the Limited Company, nor shall the society of the Limited Company be entitled to recover from the subsequent Purchaser any transfer or other fees, except the share money and Share capital and thereafter the normal contribution as payable by the old Purchasers.

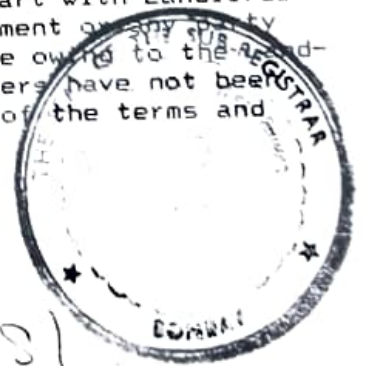
h) The Purchasers either by themselves or through the society shall allow free access to the Landlord or his nominees and to other tenants to use the common space and facilities and also the underground suction tank for Pumping water to overhead tanks.

17) In the event of the demise of either of the two Purchasers her share in the Purchased room shall automatically pass on to the survivor except that in case of formation of a Cooperative Society the Purchasers right for registering nomination shall supercode this clause.

18) The Purchasers shall permit the Landlord and their surveyors and Agents with or without workmen and other at any reasonable time to enter into and upon the said Premises or any part thereof for the Purpose of making, repairs, maintaining, rebuilding, cleaning, Lighting and keeping in order and good condition all services, drains, Pipes, cable, water course, gutters, wires and structures and other convenience belonging to or serving or used for the said building and also for the purpose of laying or electric wires and for similar of water to flat premises of the building in respect whereof the Purpose and also for the purpose of cutting off the supply of water to flat premises of the building in respect whereof the Purchasers or the occupier of any other flat shall have defaulted in paying his share of the water charges.

19) The Purchasers hereby covenant to keep the Premises and partition walls, sewers, drains, Pipes and appurtenances there to belonging in good tenable condition and particular so as to support, shelter and protect all the parts of the Building.

20) The Purchasers shall not let, sub-let sell transfer, convey, mortgage charges or in any way encumber or deal with or dispose of the said Premises nor assign, underlet or part with Landlords interest under or the benefit of this Agreement or any part thereof till all the dues of whatever nature owing to the Landlord are fully paid and only if the Purchasers have not been guilty of breach of noncompliance with any of the terms and conditions of this Indenture.



21) The Purchasers shall not use nor shall, sublet, sell, transfer convey mortgage, charge or in any way encumber or deal with or dispose of the said Premises nor assign, underlet or part with his interest under or the benefit of this agreement or any part thereof for the purpose of use of the same for any recruitment agency or dance school or gambling or Matka den or for any other illegal or immoral purpose or any purpose which may or is likely to cause nuisance or annoyance to occupier of the neighbouring properties.

22) The Purchasers will not at any time demolish or cause to be demolished the premises or any part thereof agreed to be taken by them nor will they at any time make or cause to be made any additions or alternation of structural nature to the said premises or any part thereof. The Purchaser shall not permit the closing of Verandah or lounges or balconies or make any alteration in the elevation and outside colour scheme of the premises to be acquired by them.

23) The Purchasers shall not do or permit to be done any act or thing which may render void or voidable any insurance of the premises or any part of the said building or cause any increase premium to be payable in respect thereof.

24) The Purchasers shall not throw dirt rubbish rags or other refuse or permit the same to be thrown in the said premises in the compound or any portion of the Building.

25) The said building shall always be known as "TRINITY CHAMBERS" and the name of the Co-operative society of Limited Company or, Incorporated Body to be formed shall bear the same name and this name shall not be changed without the written premises of the Landlord.

26) Any delay or indulgence by the Landlord in enforcing the terms of this Indenture or any forbearance or giving of time of Purchasers shall not be construed as a waiver on his part of breach of non-compliance of any of terms and conditions of this Indenture by the Purchasers nor shall the same in any manner prejudice the rights of the Landlord.

27) Notwithstanding anything otherwise hereinabove mentioned, the Purchasers shall continue to be entitled to use of the Elevator lift and may at any stage use the Premises hereby conveyed for the family business in the name of M/s.S.K. PAUL & CO.(CHA),etc., or any other name/names. This right to rise of the lift shall be subject to the Purchasers paying 1/20 (one twentieth) share of the expenses incurred for maintenance of the lift and electric consumption there for.



7

6

47-1
2004



28) If the Purchaser remains in arrears of payment of his monthly contribution by more than six months, the Landlord shall be entitled to cut off water supply and other common services, and lift usage and also charge 21% interest on the arrears of contribution.

29) All costs charges and expenses in connection with the formation of the Co-operative Society or Limited Company or Incorporated Body as well as the costs of Preparings, engrossing, stamping and registration of all the agreements, conveyance deeds or any other documents or documents required to be executed by the Landlord or by the Purchasers as well as the entire Professional costs of the Advocates in Preparing and approving all such documents shall be borne and paid by the society or Limited Company incorporated Body or Proportionately by all the holders of the premises in the said Building. The Landlord shall not contribute anything towards such expenses except towards his proportionate builtup area wise share of such costs, charges and expenses payable by the Elector shall be paid by here immediately on demand.

30) This Indenture shall come in force with effect from day of May, 1997.

IN WITNESS WHEREOF THE OWNERS AND THE PURCHASERS HEREIN
HEREUNTO PUT THEIR RESPECTIVE HANDS THE DAY OF MAY 1997

SIGNED AND DELIVERED BY THE
WITHIN NAMED

M/ S.K. PAUL & CO. (CHA)
ACTING THROUGH SRI. NAVEEN B LUTHRA
IN THE PRESENCE OF
Neta Beri

For S. K. PAUL & CO (CHA)



ATTESTED BY ME
G. H. SHUKLA
NOTARY GR. BOMBAY
2 MAY 1997

SIGNED AND DELIVERED BY SMT. SUVIRA LUTHRA
WITHIN NAMED PURCHASERS

SHADUN. MEHTA.

1. Suvira
2. Shagnika

THE PRESENCE OF

APURVA. MEHTA.
PRAKASH. KORDE

A.K. MEHTA
Mother

Mother -

Shagnika

RECEIVED from the within named purchasers the day and year first hereinabove written the sum of Rs.4,00,000.00 (Rupees four lakhs only) being the full sale price within mentioned to be paid by Cheque No. 605868 dtd. 12.05.97 drawn on Canara Bank, Fort Branch, Mumbai 400 001 and Cheque No. 660916 on Bank of Commerce Versova Branch, Mumbai 400 053. 12.05.97

R. M. AGRAWAL
M. Com: LL. B
Advocate High Court
BOMBAY

We say received

For S. K. PAUL & CO. (CHA)

Partners



97-1
2004



2005
VENDORS

4899/75

20 Rs.



दि. 15
पृ. 255
म. नं. 111/112/113

For S. K. PAUL & CO. (CHA)

11 DEC 1995

This Agreement of sale is made at Bombay this 12th day of December, 1995 Between Shri. Indur Assanand Gursahani, Owner Trinity Chambers, 115-117 Bora Bazar Street, Bombay - 400 001 hereinafter referred to as the Landlord (which expression shall, be deemed to include his heirs, executors, assigns & administrators) of the one part, AND

(A) M/s. S. K. Paul & Co. (CHA) of 22-25, Trinity Chambers, 115-117, Bora Bazar Street, Fort, Bombay 400 001. hereinafter called the Purchasers which expression shall unless repugnant to the context mean and include their Executors Administration and Assign of the other part.

WHEREAS by an Agreement for sale dated the 26th day of May, 1981 made between Shri. Husseinbhai Abdulhadar Kayamkhani hereinafter called the previous Owner" and therein the vendor of the one part and Shri. Indur Assanand Gursahani therein as Purchaser of the Other Part and hereinafter called the Landlord the previous Owner agreed to sell and the Landlord agreed to purchase and upon receipt of full consideration as per the agreement, the Previous Owner transferred to the Landlord all the right, title and interest in the said piece of parcel of land together with the structures standing thereon KNOWN AS Hussein Building, situated at 115-117 Bora Bazar Street, Bombay 400 001, hereinafter called the 'Building' and more particularly described in the Schedule attached at Annexure 'A' at the price and on the terms and conditions therein contained.

S.K. Paul



FOR GREAT BOMBAY
LA
ER
JAY
★

AND WHEREAS the Landlord upon getting the full possession and of the Building has changed the name of the Building from Hussein Building to Trinity Chambers.

AND WHEREAS the title of Building is clear and marketable and the same has been registered in the landlord's name on 3rd October, 1984 by the Sub-Registrar of Bombay, as evidenced from the extract Index No.11 bearing No.1358/81 a copy whereof is hereto annexed and marked Annexure 'B'.

AND WHEREAS the Building is free from acquisition proceedings as evidenced from letter No.ARI/37-G/5137/86-87 dated 21st July, 1986 issued by the Competant Authority of Income Tax, Range I, Bombay - 400 038 attached at Annexure 'C'.

AND WHEREAS the Building was already in a dilapidated condition at the time of purchaser by Landlord in its being, classified by the repair Board of the Government of Maharashtra as a dilapidated building under Category 'A' and duly cessed :

AND WHEREAS the tenants of the Building joined together and formed an Association named as Trinity Chambers Tenants Association with a view to repairing the Building with help of voluntary contributions from the landlord, the tenants and the Repairs Board :

AND WHEREAS the plans of repairs to the Building were approved by the Repair Board under file No.1294/1613/A and by the Municipal Corporation of Greater Bombay under file No.EB/4176/A and repairs to Building undertaken :

AND WHEREAS the Parents of Shri.Soly F. Daruwala took on rent Rooms nos.7 & 8 (subsequently renumbered as Room Nos.21 & 26) on the II floor of Trinity Chambers, 115-117, Bora Bazar Street, Fort, Bombay 400 001 and admeasuring about 600 square feet Built up from the then Owners in late 1920's or early 1930's and which tenancy later, on the demise of his parents, devolved on Shri.Soly F. Daruwala the present tenant.

AND WHEREAS Shri.Soly F. Daruwala is most unwilling to surrender his tenancy and vacate the said rooms (hereinafter called the Premises) a fact which has been pointedly brought to the notice of M/s.S.K. Paul & Co.(CHA) the Purchasers and who inspite of this are desirous of owning the said Premises with the existing tenancy.

SRL/llb





RECEIVED From **Mrs. S. K. Paul & Co.**
 (Cha)
 Rs. **5750/-** Five thousand
Seven hundred fifty only
 and penalty Rs. **1380/-**
One thousand three hundred eighty only
 have been paid in respect of the instrument.
 Dt. 25 (1)

Receipt No. 25/1 Date 24/9/96/18/10/96
 No. 4893/95/720
 GENERAL STAMP OFFICE, Bombay
 Dt. 4/10/96

5/10/96
 COLLECTOR



IUKLA

AND WHEREAS M/s.S. K. Paul & Co.(CHA) have taken inspection of alIBAY prior title deeds and Building plans and have satisfied themselves about the title of the landlord, Shri.Indur Assanand GURSAHANI, to the said property and other connected matters and shall not be entitled to make any requisition or raise any other matter relating thereto.

AND WHEREAS the Landlord hereby confirms and declares that the said building (Trinity Chambers) is free from any charges, lien, mortgage or encumbrances of any nature whatsoever and free of any requisition or acquisition proceedings.

NOW THIS INDENTURE WITNESSES AND IT HAS BEEN AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS

(1) Even under the circumstances stated above M/s.S. K. Paul & Co.(CHA) are desirous of purchasing the tenanted premises and have paid to Shri.Indur Assanand Gursahani the mutually agreed to amount of Rs.4,00,000/- (Rupees four lakhs only) by cheque no.827028 dt.12.12.95 on Canara Bank, Fort Branch, Bombay 400 001 the receipt whereof the Landlord hereby acknowledges.

2) Hereafter the said Purchasers will own the premises namely Room no.21 & 26 (former Room No.7 & 8) and shall be entitled to collect the present rent of Rs.99.50 (Rupees ninety nine and paise fifty only) from the said tenant.

3) Nothing contained in these presents shall be construed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said land or Building or any part thereof, such conferment to take place only upon the execution of the Conveyance and/or such documents as are necessary to a Limited Company or to Co-operative Society or an incorporated body to be formed of the Owners of different premises in the said building as hereinafter stated.

4. The Purchaser shall have no claim save and except in respect of the particular premises hereby agreed to be acquired, and that all open spaces, parking places, lobbies, staircase, lift, terrace, etc. will remain the property of the Shri.Indur Assanand Gurusahani until the whole property, excepting the Landlord's exclusive premises and space herein mentioned or to Co-operative Society or an incorporated body as hereinafter mentioned but subject to the right of the Landlord as herein stated.

S.R. Lulla



UKLA
OR
LATER
BOMBAY
NOTES

5. The Landlord shall have a right for all time to come to make additional alterations or utilise additional FSI and raise storeys or put additional structures, at any time as may be permitted by the Municipal or other competent authorities. Such additions, alterations, structures and storeys and new premises will be sole property of Shri. Indur Assanand Gursahani, who will be entitled to dispose it off in any way he chooses and the Purchasers hereby consent to the same.

PROVIDED: that the Landlord does not in any way effect or prejudice the right hereby granted in favour of the Purchaser in respect of the premises agreed to be owned by the Purchasers.

6. In case any security or other deposit is demanded either by the Bombay Municipal Corporation, BEST or any authority for the purpose of giving water and/or electric connected to the said building or any other deposit demanded by any other local body or authority the Purchasers shall contribute the same proportionately as may be determined by the Landlord immediately on notice being given by him to the Purchasers calling upon them to contribute towards the security deposit as above.

7. The Purchasers hereby agree that in the event of any amount by way of the premium to the Bombay Municipal Corporation or the state Government or betterment charges or developments tax or Repair cess or any other tax on payment of a similar nature hitherto not levied and subsequently becoming payable by the Landlord to the BMC or the government. The Purchasers shall reimburse the same in proportion to the area occupied or the rent earlier paid by the Purchasers in respect of the premises as the case may be.

8) Any permitted increase after the date of this Indenture in the Municipal or Government levies shall be reimbursed by the Purchasers to the Landlord or the Society or limited company as the case may be, in proportion to the area occupied or rent earlier payable for the premises as the case may be.

9) The Purchasers shall maintain at their own cost the Premises agreed to be acquired by them in the same good condition, state and order in which it was transferred to them and shall abide by all bye-laws, rules and regulations of the Government, Bombay Municipal and the BEST or any other authorities and local bodies as also shall observe and perform the covenants, conditions herein mentioned and shall attend, answer and be responsible for all actions violations or any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Indenture.

R. Luth



10) The Purchasers hereby covenants with the Landlord to pay the amount required to be paid by the Purchasers under this Indenture and to observe and perform the covenants and conditions contained in this Indenture Society or the incorporated body in respect of the said piece or parcel of land more particularly described in the Landlord Shri. Indur Assanand Gursanand indemnified against the said payment and observance and performance of the said covenants and conditions except so far as the same sought to be observed by the Landlord.

11) The Landlord hereby authorises the Purchasers and the Elector hereby agree to be a member of the Co-operative Society, limited company or incorporate body to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Society of Limited company or an incorporated body including the Bye-laws of the proposed Society and duly filled and sign and return within 10 days from the same being forwarded by and Landlord to the Purchaser shall be bound from time to time to sign all papers and documents and do all other things as the Landlord may require them to do from time to time for safeguarding the interest of the Landlord and other Purchasers of flats in the said building.

12) The Landlord agrees to extend full co-operation and furnish the necessary documents to enable the Purchaser and other purchasers to form a Co-operative society or a Limited Company, and get the same registered with Registered of Co-operative Societies.

13. As soon as the requisite number of purchasers authorised by the Landlord as aforesaid join together to form the proposed Co-operative Society or a Public Limited Company, the Purchaser hereby agree to deposit a sum of Rs.1600/- (Rupees one thousand six hundred only) towards the approximate deposit of ground rent and maintainance charges with the Landlord and also a sum of Rs.1,251/= (Rupees one thousand two hundred and fiftyone only) towards the share capital of the Co-operative Society or the Company as the case may be when formed and registered and after the execution of the deed of Conveyance or any other document in its favour.

SALch



10) The Purchasers hereby covenants with the Landlord to pay the amounts required to be paid by the Purchasers under this Indenture and to observe and perform the covenants and conditions contained in this Indenture Society or the incorporated body in respect of the said piece or parcel of land more particularly described in the Landlord Shri. Indur Assanand Gursani indemnified against the said payment and observance and performance of the said covenants and conditions except so far as the same sought to be observed by the Landlord.

11) The Landlord hereby authorises the Purchasers and the Elector hereby agree to be a member of the Co-operative Society, limited company or incorporate body to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Society of limited company or an incorporated body including the Bye-laws of the proposed Society and duly filled and sign and return within 10 days from the same being forwarded by and Landlord to the Purchaser shall be bound from time to time to sign all papers and documents and do all other things as the Landlord may require them to do from time to time for safeguarding the interest of the Landlord and other Purchasers of flats in the said building.

12) The Landlord agrees to extend full co-operation and furnish the necessary documents to enable the Purchaser and other purchasers to form a Co-operative society or a limited Company, and get the same registered with Registered of Co-operative Societies.

13) As soon as the requisite number of purchasers authorised by the Landlord as aforesaid join together to form the proposed Co-operative Society or a Public limited Company, the Purchaser hereby agree to deposit a sum of Rs.1600/- (Rupees one thousand six hundred only) towards the approximate deposit of ground rent and maintainance charges with the Landlord and also a sum of Rs.1,251/- (Rupees one thousand two hundred and fiftyone only) towards the share capital of the Co-operative Society or the Company as the case may be when formed and registered and after the execution of the deed of Conveyance or any other document in its favour.

S.A. Loh



14. Till the formation and registration of the said Co-operative Society or the limited Company, the Purchasers agree to pay to the Landlord monthly charges of Rs.300/= (Rupees ~~three hundred and twenty five~~ ^{at three} only) towards their nonrefundable contribution for payment of their share of ~~Municipal taxes, Repairs cess, water charges, general maintenance, usage of Water tank and other miscellaneous out of pocket expense incurred by the Landlord for maintenance of the Building.~~

15. The landlord hereby agrees to indemnify the Purchasers for any claims of whatsoever nature for payment of current or arrears of dues towards the maintenances and other charges, till handing over the possession or the registration thereof, or till date of receipt of the aforesaid contribution from the Purchasers, whichever is earlier, except the Government or BMC dues aforesaid.

15(A). The present tenant of the said premises, Shri. Soly F. Daruwala is in arrears of payment of permitted increase of BMC taxes and other dues and the Repairs Cess with effect from 1.5.84. However, in the event of the Purchaser agreeing to pay all the BMC and Government levies and the Repairs cess leviable under the said premises at current rates, without availing of the rebate of levies as applicable on 1.5.84, the said arrears shall stand waived. Further, this payment of Government and BMC levies including Repairs Cess shall be due and payable every month on prorata basis over and above the monthly compensation of Rs.300/= hereinabove stated.

16. a) On registration of the said Co-operative Society or the limited Company the landlord shall handover to the Society or limited company possession of all lobbies, stairs, house gullies common water tank, and other common spaces, except those hereinafter mentioned as reserved exclusively for the use of the landlord, or his nominee.

b) The Elector shall cease to pay Landlord the aforesaid monthly charges Rs.300/=(Rupees ~~three hundred and twenty five~~ ^{three} only) towards reimbursement of taxes, cesses, repairs, maintenance etc.

c) The Elector shall provisionally pay to the said Society or limited Company, the same amount every month as was being paid to the Landlord and thereafter, they agree to pay the full monthly contribution towards maintenance, repairs, taxes etc., as demanded by the Society or limited Company.

S.R. Lulu



R
JAY

d) The Landlord or his nominees or heirs shall be entitled to be admitted to the said Society or limited company as members with equal rights and liabilities as other Purchasers.

e) Even after the formation of the Society or the limited Company the Landlord shall have the full right to transfer by sale or otherwise, dispose of his present holdings and future vacancies in the Landlord's property in the Building and also the premises created hereafter under clause 5 of this Indenture to other tenants or outsiders of his choice in full or part by part as if he were the sole owner of property and such persons shall have the right to be admitted as fullfledged members of the proposed Co-operative Society or limited Company, as the case may be, on the same terms as the Elector herein, or other purchasers.

f) The Purchasers either by themselves or through the said Society or Limited Company shall not disturb or cause to be disturbed the possession and or ownership rights of landlord or attempt us for any purpose whatsoever of the following positions of the Building, which are the property of the Landlord and shall be known as the landlord's property.

1) The room no.2 D with attached WC above water tank on ground floor and upper floors, lift room, terrace rooms etc. presently in the possession of the Landlord.

2) Elevator lift,

This does not in any way effect the independent agreement dated 25.5.89 in report to lift between Smt.Mala Mehta and Shri.Indur Assanand Gursahani and thence to the Purchasers

3) Stairs above third floor landing to the upper floors and the terrace.

4) Terrace and tanks over building.

5) Premises occupied by other tenants not specifically authorised by the Landlord to become members of the proposed Co-operative Society.

6) Any other premises in possession of be landlord.

7) Additional premises constructed or FSI utilised by the landlord, in future.

Pr Luth



g) The Purchasers either by themselves or through the said society or limited company shall allow the landlord to peacefully enjoy his right/title/interest and exclusive possession of the aforementioned premises, Elevator lift stairs above third floor, leading to the upper floors, the terrace etc., nominees of the landlord and the said Purchasers or nominees hereinafter called the subsequent purchasers the premises before the formation or registration of the society of the Limited Company, nor shall the society of the Limited Company be entitled to recover from the subsequent Purchaser any transfer or other fees, except the share money and Share capital and thereafter the normal contribution as payable by the old Purchasers.

h. The Purchasers either by themselves or through the society shall allow free access to the landlord or his nominees and to other tenants to use the common space and facilities and also the underground suction tank for pumping water to overhead tanks.

17. The Purchasers shall permit the landlord and their surveyors and Agents with or without workmen and other at any reasonable time to enter into and upon the said premises or any part thereof for the purpose of making, repairs, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all services, drains, pipes, cable, water course, gutters, wires party structures and other convenience belonging to or serving or used for the said building and also for the purpose of lying down maintaining repairing or testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to flat premises of the building in respect whereof the purchasers or the occupier of any other flat shall have defaulted in paying his share of the water charges.

18. The Purchasers hereby covenant to keep the premises and partition walls, sewers, drains, pipes and apputances there to belonging in good tenantable condition and in particular so as to support, shelter and protect all the parts of the Building.

19. The Purchasers shall not let, sub-let sell transfer, convey, mortgage charges or in any way encumber or deal with or dispose of the said premises nor assign, underlet or part with Landlords interest under or the benefit of this Agreement or any part thereof till all the dues of whatever nature owing to the landlord are fully paid and only if the Purchasers have not been guilty of breach of noncompliance with any of the terms and conditions of this Indenture.

SRLubb



20. The Purchasers shall not use nor shall, sublet, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said premises nor assign, underlet or part with his interest under or the benefit of this agreement or part thereof for the purpose of use of the same for any recruitment agency or dance school or gambling or Matka den or for any other illegal or immoral purpose or any purpose which may or is likely to cause nuisance or annoyance to occupier of the neighbouring properties.

21. The Purchasers will not at any time demolish or cause to be demolished the premises or any part thereof agreed to be taken by them nor will they at any time make or cause to be made any additions or alternation of structural nature to the said premises or any part thereof. The Purchaser shall not permit the closing of Verandah or lounges or balconies or make any alterations in the elevation and outside colour scheme of the premises to be acquired by them.

22. The Purchasers shall not do or permit to be done any act or thing which may render void or voidable any insurance of the premises or any part of the said building or cause any increase premium to be payable in respect thereof.

23. The Purchasers shall not throw dirt rubbish rags or other refuse or permit the same to be thrown in the said premises in the compound or any portion of the Building.

24. The said building shall always be known as "TRINITY CHAMBERS" and the name of the Co-operative Society of Limited Company or Incorporated Body to be formed shall bear the same name and this name shall not be changed without the written permission of the Landlord.

25. Any delay or indulgence by the Landlord in enforcing the terms of this Indenture or any forbearance or giving of time of Purchasers shall not be construed as a waiver on his part of breach of non-compliance of any of terms and conditions of this Indenture by the Purchasers nor shall the same in any manner prejudice the rights of the Landlord.

26. All letters, receipts and/or notices issued by the Landlord despatched by Registered post or hand delivered to the address of the Purchasers will be sufficient proof or receipt the same by the Purchasers and effectually discharge the Landlord for this purpose the Purchaser - have given the following address :

M/S. S. K. PAUL & CO.(CHA)
21 & 26, Trinity Chambers,
11nd floor, 115-117,
Bora Bazar Street,
Fort, Bombay 400 001.

S. K. Paul



27. Notwithstanding anything otherwise hereinabove mentioned, the Purchasers shall continue to be entitled to use of the Elevator lift and may at any stage use the premises hereby conveyed for the family business in the name of M/s.S. K. Paul & Co.(CHA) etc. This right to use of the lift shall be subject to the Purchasers paying 1/20 th. (one twentieth) share of the expenses incurred for maintenance of the lift and electric consumption there for.

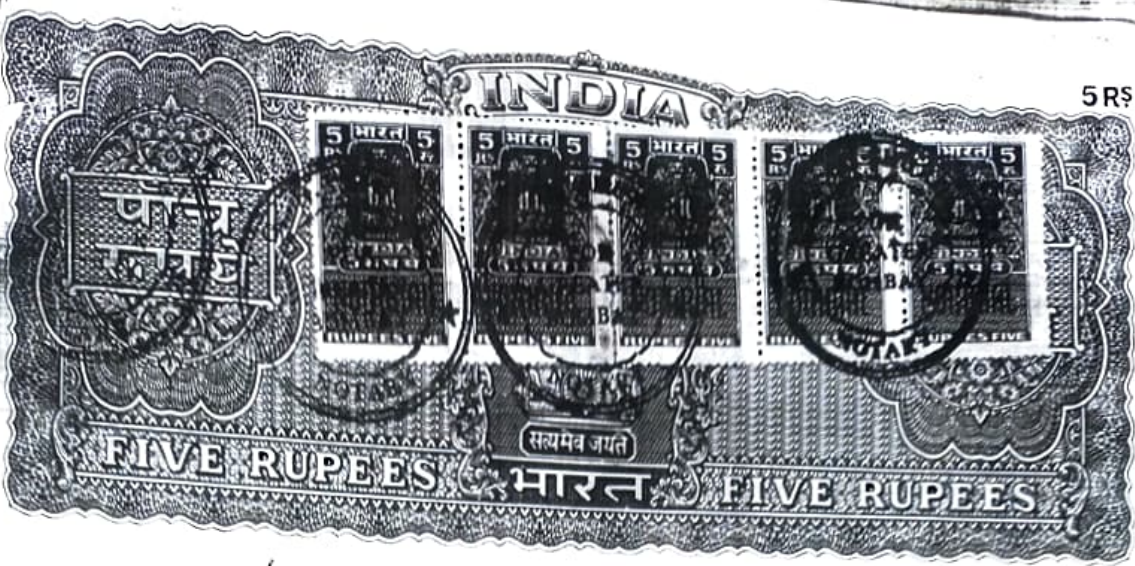
28. If the Purchaser remains in arrears of payment of his monthly contribution by more than six months, the Landlord shall be entitled to cut off water supply and other common services, and lift usage and also charge 21% interest on the arrears of contribution.

29. All costs charges and expenses in connection with the formation of the Co-operative Society or Limited Company or Incorporated Body as well as the costs of preparings, engrossing, stamping and registration of all the agreements, conveyance deeds or any other documents or documents required to be executed by the Landlord or by the Purchasers as well as the entire professional costs of the Advocates in preparing and approving all such documents shall be borne and paid by the society or limited Company incorporated Body or proportionately by all the holders of the premises in the said Building. The Landlord shall not contribute anything towards such expenses except towards his proportionate builtup area wise share of such costs, charges and expenses payable by the Flector shall be paid by her immediately on demand.

30. This Indenture shall come in force with effect from day of DECEMBER, 1995.

R. Luth





दिनांक 15
12/12/95

11 DEC 1995

For S. K. PAUL & CO. (CHA)

IN WITNESS WHEREOF THE LANDLORD AND THE PURCHASERS HEREIN
HEREUNTO PUT THEIR RESPECTIVE HANDS THE DAY OF DECEMBER, 1995.

SIGNED AND DELIVERED BY THE
WITHIN NAMED

SHRI. INDUR A. GURSAHANI

IN THE PRESENCE OF

- 1) Shashikant D. Kulkarni
- 2) ARUN S LUTKAR



S. D. Kulkarni
M. L. Kulkarni

Explained & Identified by
SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASERS
THE PRESENCE OF

R. M. AGRAWAL
2) Advocate
ADVOCATE HIGH COURT
M. H. B. 228/5997.

WADKE

R. M. Wadke

ATTESTED BY ME

G. H. SHUKLA
Notary GR. Bombay
Esplande Court
BOMBAY-400 001.

18 DEC 1995

RECEIVED of and from the within name Purchasers the day
and year first hereinabove written the sum of
RS.4,00,000.00 (Rupees four lakhs only) being the full
sale price within mentioned to be paid to him by
M/s.S.K.Paul & Co.(CHA) by cheque No.8270028 dtd.12.12.95
drawn on Canara Bank of Fort Branch, Bombay :00 001.

I SAY RECEIVED



INDUR ASSANAND GURSAHANI
(LANDLORD)

