



खिचकी क्र. 12
क्रमांक 617
मुद्रांक कार्यालय, मुंबई

15 JUL 1996

सर्वेधी य...
यांना न्यायक्षेत्र मुद्रांक
या...

मुद्रांक

स. अ. तवटे

Re : Agreement for sale dated 20th JUNE 95
in respect of flat No 201 on second
floor of the building No. 61 on
the land situated at Village Borla in
Greater Bombay bearing Survey No.96
Hissa No.1 (part) C.T.S. No.4 (part) of
Village Borla, P.L.Lokhande Marg,
Chembur, Bombay.

I/We, Shri/Smt./Kum/Sarvashri R. Venkatesan AND Smt RAMANANI
Venkatesan
of Mumbai Indian Inhabitant/s residing at

do hereby solemnly declare and state

as under :

1. By and under the Agreement for Sale dated 20th JUNE 95
made between Messrs. Karthik Housing Development Co. (hereinafter referred to as the
said Karthik") of the One Part and myself/ourselves of the Other Part the said Karthik
have agreed to sell and provide to me/us a residential flat bearing Flat No.201 on second
floor of the Building No. 61 on the land situated at Village Borla in
Brihanmumbai bearing Survey No. 96, Hissa No. 1 (part), C.T.S. No. 4 (Part) of Village
Borla, P. L. Lokhande Marg, Chembur, Mumbai (hereinafter referred to as "the said
Flat") at or for the price and on the terms and conditions therein mentioned.

Implosion (as per),
Sri Sankar's Colony,

1.

(cont)

Selling to Mr. PUNESHWAR MESHARAM.

2. I/We say that the building No. ^{C11} in which the said Flat is located stands on the portion of the larger property situated at Village Borla in Greater Bombay bearing Survey No. 96, Hissa No.1(Part), C. T. S. No. 4 (Part) admeasuring 34,849.5 Sq.metres or thereabouts. I am/We are aware that parts and portions of the aforesaid larger property are affected by various reservations under the Development Plan of the Greater Bombay.

3. I/We hereby record and confirm that the said Karthik alone are and shall be entitled to utilise and consume the entire Transferable Development Rights which may be available in respect of the aforesaid larger property by carrying on additional construction on the aforesaid property or on any other property eligible for that purpose or by selling or otherwise disposing of the same or by using the same partly for carrying on construction on the aforesaid property or by selling or otherwise disposing of the balance of such Transferable Development Rights due to aforesaid reservation or otherwise. I/We hereby declare and confirm that I/We do not and shall not at any time have any right, title or interest or claim of any nature whatsoever in or with respect to such Transferable Development Rights or any part thereof and that I/We have no objection for utilisation and / or disposal of such Transferable Development Rights by the said Karthik in any manner as they may in their sole discretion determine and that if at any time a consent from me/us in that behalf is required, I/We hereby grant the same. I/We am/are aware and fully satisfied that as substantial portion of the land is affected by reservations for public purposes under the Development Plan, it is necessary for the said Karthik to utilise and exploit all benefits of Transferable Development Rights in order to enable them to complete the project in accordance with the terms and conditions imposed in the permissions and sanctions for development of the property.

4. I/We hereby further agree, declare and confirm that even after a Co-operative Housing Society of the purchasers of all the residential flats and other premises in the building being constructed by the said Karthik on the aforesaid larger Property (herein

in respect of the said larger property, the right and authority of the said Karthik to utilise and exploit all benefits of such Transferable Development Rights in respect of the said larger property shall continue to subsist and shall remain unaffected and the said Society shall not have or claim any right or claim over such Transferable Development Rights or any part thereof or any benefits arising from the same. I/We hereby agree, declare and confirm that I / We do not and shall not at any time hereafter have any objection or reservation whatsoever to the right of the said Karthik to utilise and fully exploit all benefits of the Transferable Development Rights in respect of the said larger property even after the said larger property is conveyed and transferred to the said Society when formed and registered and I/We hereby grant and record my/our unconditional free consent in that behalf and I/We hereby agree and undertake to make, sign and execute any further and /or other deeds, documents or writings in that behalf at any time.

5. I/We hereby agree and undertake to bring before the first general meeting of the said Society to be held after its formation and registration a suitable Resolution or Resolutions ratifying all acts and deeds on the part of the said Karthik in the matter of utilisation and exploitation of all benefits of the Transferable Development Rights in respect of the said property and unconditionally confirming the right and authority of the said Karthik to continue to utilise and exploit all benefits of the entire balance of the Transferable Development Rights in respect of the said larger property even after the same is transferred and conveyed to the said Society and I/We further agree and undertake to vote in favour of such Resolution or Resolutions.

I / We am/are making this declaration and executing this undertaking solemnly, sincerely and conscientiously and knowing fully well that relying on the representations made herein to be true the said Karthik are proceeding further with the formation and registration of the said Society and transfer and conveyance of the said larger property in favour in the said Society.

SOLEMNLY Declared at Mumbai)
this 16th day of August) X
1996.) X

Before me

Identified by me.

Re : Agreement for sale dated 20th JUNE 95
in respect of Flat No. 201 on second
floor of the building No. 42 on
the land situated at Village Borla in
Greater Bombay bearing Survey No.96
Hissa No.1 (part) C.T.S. No.4 (part) of
Village Borla, P.L.Lokhande Marg,
Chembur, Bombay.

DECLARATION / JOINT DECLARATION OF
Shri / Smt. / Kurn / Sarvasiri R. Venkatesam AND
Smt. Ramana Venkatesam

Dated this 16th day of April, 1996

2:

(30) Kishore Kalyanji Sole Executor and Trustee under the Will of the late Smt. Kusum Kalyanji (31) Smt. Leelavati Suryakant (32a) Premkumari Devchand Gala and (b) Dinosh Devchand Gala (33a) Mithabai Ramji, (b) (i) Nirmala Popatlal, (ii) Kiran Popatlal, (iii) Deepak Popatlal, (iv) Kokila Manilal and (v) Bhavna Popatlal, (c) Damji Ramji, (d) Jadavji Kanji, (e) Smt. Champaben Devchand (f) Smt. Amrutben Navinchandra, (g) Smt. Hemlata Ratilal Shah, (34a) -Hirbai Poonjabhai, (b) Vallabhji Poonjabhai, (c) Rameshchandra Poonjabhai and (d) Vinodchandra Poonjabhai, (35) Kasturbai Jechand Vora (36) Niranjan H. Bhansali (37) Harish H. Bhansali (38) Rajesh Khimji Shah and (39) Devchand Gholabhai, (hereinafter referred to as " the OWNERS") to all that piece or parcel of land or ground situate lying and being at Village Borla, Taluka Kurla in Greater Bombay bearing Survey No.96, Hissa No.1 (part) and C.T.S. No.4 admeasuring 41,560 Sq.yards, equivalent to 34,849.55 Sq.metres or thereabouts and more particularly described in the Schedule hereunder written and have found the same to be clear and marketable and free from all encumbrances subject to the reservation for garden, recreation ground, Secondary School, dispensary and development plan road on the parts thereof under the Development Plan of Brihanmumbai.

2. By an agreement for Sale dated 5th January, 1976 made between (1) Popatlal Bharmal Shah, (2) Devchand Ravji Gala, (3) Ravji Khimji Chheda, (4) Shamji Khimji Chheda, (5) Hirji Kunverji, (6) Talakshi Vishanji and (7) Jadavji Mulji Shah acting for themselves and for and on behalf of and as the Attorneys of and/or the persons authorised by the Owners of the One Part and K.V. Anthappan and V.G. Dathe, acting on behalf of and as the Promoters of the Implosion Co-operative Housing Society Limited (Proposed) of the Other Part, the said Popatlal Bharmal Shah and Six Others as the Attorneys of and or the

ANNEXURE-A
SUBHASH PRADHAN & CO.

ADVOCATES & SOLICITORS
3rd Floor, Yusuf Building, Veer Nariman Road,
Bombay-400 023.

Telephone:
Office: 204 5843
Resi: 444 96 49

SH S. PRADHAN
B Com LL B Solicitor

Date

T/Cert/

/95.

IN WHOMSOEVER IT MAY CONCERN

Re: Land at Borla Taluka Kurla in
Greater Bombay admeasuring
41,560 Sq.Yards, equivalent
to 34849 Sq.metres or
thereabouts.

THIS IS TO CERTIFY that, we have investigated the
title of (1) Vishanji Khimji (a) Kesarbai Vishanji (b) Ratilal
Vishanji (c) Ashok Vishanji (d) Pankaj Vishanji (e) Pradeep
Vishanji (2) Ravji Khimji (a) Kantilal Ravji (b) Ashwin Ravji
(c) Deepak Ravji (3) Shamji Khimji (a) Navalbai Shamji, (b)
Bharat Shamji, (4) Padamshi Khimji (a) Kesarbai Padamshi (b)
Dhirendra Padamshi (c) Nagin Padamshi (d) Jayesh Padamshi (5)
Kesarbai Vishanji, (6) Shamji Khimji Chheda (a) Vishanji
Tokershi the Executors of the Will of the late Sonbai Ravji
Chheda (7) Kesarbai Padamshi (8) Navalbai Shamji (9) a.
Vishanji Khimji Chheda (b) Ravji Khimji Chheda (c) Shamji K.
Chheda and (d) Padamshi K. Chheda, the Executors of the Will
of the late Khimji Velji Chheda (10) a. Dhirendra Padamshi
Chheda (b) Nagin Padamshi Chheda and (c) Jayesh Padamshi Chheda
the Executors of the Will of the late Purbai Khimji (11)
Kantilal Ravji (12) Ratilal Vishanji (13) Mulchand Premji, (14)
Vijayabai Premji (15) Anandji Punshi (16) Talakshi Vishanji
(17) Dhanji Vishanji (18) Hirji Vishanji (19) Hirji Khimji,
(20) Devabai Kaverji (21) Vallabhji Dharsi (22) a. Ratanbai
Laxmichand Shah (b) Ramesh Shamji and (c) Vinla Shamji (23)
Hirji Devraj (24) Rameshchandra Shamji Chheda the sole Executor
and Trustee under the will of the late Gangji Devraj (25)
Padamshi Chanabhai, the sole Executor and Trustee under the
Will of the late Chanaohai Khimji (26) Passooobhai Khimji (27)
Popatlal Bharmal (28) Aruna Nemchand (29) Jadavjee Mulji Shah

the said Popatlal Bharmal Shah and six Others, who duly confirmed the said Writing.

6. The requisite permission under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 to hold the said land more particularly described in the Schedule hereunder written for development thereof for the benefit of the members of the said Implosion Co-operative Housing Society Limited (Proposed) has been granted to the Owners by Order NO.IDV-1083/1329/XIV dated 31st March 1984 issued by the Under Secretary to the Government of Maharashtra.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground situate in Village Borla in the Registration Sub-District of Bandra in the South Salsette Taluka in the Bombay Suburban District measuring 41,560 square yards or thereabouts (34,849.55 Sq.Metres) including 7060 Square yards Bombay Municipal Corporation Road being Survey No.96, Hissa No.1 (part) and bounded as follows: that is to say:-

On or towards the North: by 200 feet wide D.P.Road.

On or towards the South: by 90 feet Bombay Municipal Corporation
Public Road.

On or towards the East: by Plots shown as bearing Nos.17 and
16 and partly by 60 feet public road

and
On or towards the West: by 90 feet D.2. Road.

Dated this 15th day of February, 1995.

Yours faithfully,
FOR SUBHASH PRADHAN & CO,

V. S. Pradhan

PROPRIETOR.
ADVOCATES AND SOLICITORS;

13:

persons authorised by the Owners agreed to sell to the said K.V. Anthappan and another and the said K.V. Anthappan and another agreed to purchase from the said Popatlal Bharmal Shah and six others the said land more particularly described in the Schedule hereunder written at or for the price and on the terms and conditions therein mentioned.

3. By a Supplemental Agreement dated 18th December, 1980 also made between the said Popatlal Bharmal Shah and six others of the One Part and the said K.V. Anthappan and another of the Other Part, the terms of the said Agreement for Sale dated 5th January, 1976 were modified and/or altered as mentioned therein.

4. By an Agreement dated 12th March, 1981 made between the said K.V. Anthappan and another of the One Part and one Laxmichand Liladhar of the other part irrevocably resigned as the Co. promoters of the said Implosion Co-operative Housing Society Ltd, (proposed) and appointed the said Laxmichand Liladhar as the chief promoter thereof and also appointed him as their

Constituted Attorney and delegated to him the power and authority to execute and perform either personally or through any substitute to do/or substitutes to be appointed by him for doing all such acts, deeds, matters and or things as may be necessary for

development of the said land more particularly described in the Schedule hereunder written for the benefit of the said Implosion Co-operative Housing Society Limited (Proposed).

5. Some of the terms and conditions contained in the said Agreement for Sale dated 5th January, 1976 and the said Supplemental Agreement dated 18th December, 1980 both made between the said Popatlal Bharmal Shah and six others of the One Part and the said K.V. Anthappan and another of the Other Part were modified and or altered by mutual consent of the said Popatlal Bharmal Shah and six Others on the one hand and the said Laxmichand Liladhar on the other hand as recorded in a Writing dated 28th June 1982 addressed by the Laxmichand Liladhar to

SD. 230001 -

18/01/19

पावती क्र.

नोंदणी ३९. मं.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक 20/1/19 सन १९.

दस्तऐवजाचा प्रकार-

साधारण ३, १०, ६२५१ -

सादर करणाराचे नाव-

MM. RS. 6, 25, 000

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ)

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकशा किंवा ज्ञापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ)

इतर फी (मागील पानावरील) बाब क्र.

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नक्कल

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या कार्यालयत देण्यात येईल.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावी.

हवाली करावा.

सादरकर्ता

मुख्य निबंधक
मुख्य निबंधक मुंबई