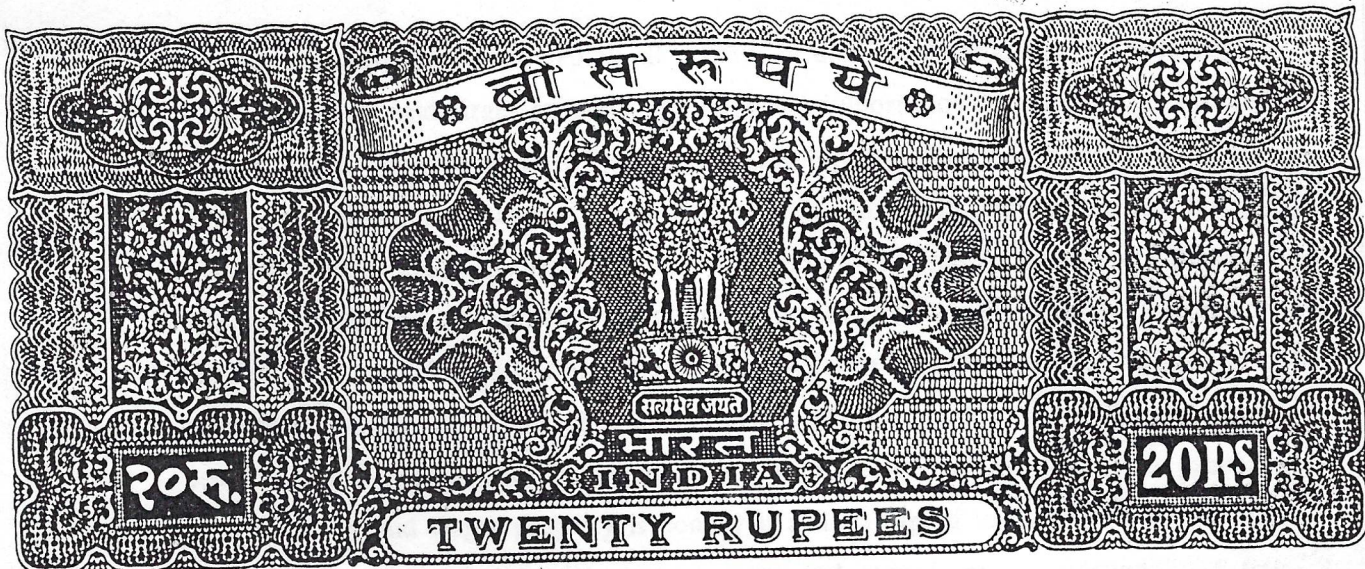


20 Rs.



सिद्धकी क्र. 12

क्रमांक 617

प्रधान मुद्रांक कार्यालय, मुंबई

सर्वेधी प्रमाणित

यांना स्वयंच्छर मुद्रांक

द.

15 JUL 1996

मुद्रांक विक्रेता

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 RAMAMAN / 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.

2. I/We say that the building No. ^{C1} 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...

said Karthik fully utilise and exploit all benefits of the Transferable Development Rights 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 1996.

Before me

Identified by me.

Re : Agreement for sale dated 20th JUNE 91
in respect of Flat No. 201 on second
floor of the building No. 41 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. / Kum / Sarvaswri R. Venkatesan AND
Smt. Ramanar Venkatesan

Dated this 16th day of April 1996