



श्री. बाब. एन. प्रसाद

परवाना धारक मुद्रांक विक्रेता

परवाना क्र. अस्थापना/१९९६/२/दि. १/१/१९९६

२३, पीदार चेंबर, एस. ए. बेलवी रोड,

पोस्ट, मुंबई-४०० ००१.

क्रमांक 32..... दिनांक.....

11 SEP 1997

सर्वथी/श्री./श्रीमती Mrs.....Deena..... Asit Mehta

बांना रु..... न्यायकेतर मुद्रांक

पेपर बिकला.

सही

*Mraso S*

परवाना धारक मुद्रांक विक्रेता

### DECLARATION


THIS DECLARATION made at Mumbai this 11th day of September in the year One Thousand Nine Hundred and Ninety Seven by (1) MRS. DEENA ASIT MEHTA AND (2) MR. ASIT CHIMANLALA MEHTA, hereinafter called the "PURCHASERS" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns).

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*Asit*

WHEREAS :-

1. THIS DECLARATION is supplemental to Agreement for Sale dated 25th day of May 1971 executed between MESSRS CHETAN ASSOCIATES as the VENDORS of the ONE PART and (1) MRS. DEENA ASIT MEHTA AND (2) MR. ASIT CHIMANLAL MEHTA as the PURCHASERS of the OTHERS PART; the said MESSRS CHETAN ASSOCIATES agreed to sell the flat viz. 17B, adm. 88 sq. mts. in the bldg. known as ABHILASHA BUILDING, situated at 46, August Kranti Marg, Gowalia Tank, Bombay 400 036 and more particularly described in the schedule hereunder written to US at the price and on the terms and conditions contained therein.



The said Agreement for Sale dated 25th day of May 1971 is not lodged for registration with Sub-Registrar of Assurances at Bombay/Randra under the provisions of Registration Act, 1908 within the stipulated period as provided therein.

3. It is mandatory under section 4 of the Maharashtra Ownership Flat (Regulation of the promotions of Constructions, Sales, Management and Transfer) Act, 1963 to register an Agreement for Sale under the Registration Act, 1908.

4. We desire to regularise the said Agreement for sale by admitting execution thereof and registering under the Registration Act, 1908, so as to have record thereof in the revenue record of Maharashtra State.

*(Signature)*

5. By this DECLARATION and in pursuant to the said Agreement for Sale and in consideration of the premises we doth hereby confirm that we have executed the said Agreement for Sale and the Vendor has granted and sold to us the flat described in the Schedule hereunder written in the manner mentioned therein. We further confirm that the Vendor doth claim no right, title and interest in the said flat whatsoever and admit and confirm that the said Agreement for Sale. We lodge the said Agreement for Sale for Registration in the Office of Sub-Registrar of Assurance and shall be, so far as we are concerned it shall be deemed to be duly registered and we ourselves and our heirs, executors and administration covenant and assure that we shall not raise any objection on that account.

The said original Agreement for Sale is hereto annexed marked an Exhibit 'A'.

IN WITNESS WHEREOF we (1) MRS. DEENA ASIT MEHTA AND (2) MR. ASIT DHIMANLAL MEHTA put our hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO :

Flat No 17B, 17th Floor adm. 88 Sq. Mtrs. carpet in the Bldg. known as Abhilasha Building, situated at 46, August Kranti Marg, Gowalia Tank, Bombay 400 036 within the Registration District and Sub-District of Bombay City and Bombay Suburban and registered in the Books of the Collector of Land Revenue under Old Nos. 662,

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299, 300, 639/505, 144, 636 New Nos. A/3002, 2033, 2039, 11A/2038, 2065, D/2485, 1318, 1318, 2926 Old Survey Nos. 62, 53, 53 and New Survey Nos. 1251, 7061, 1-2-3-4A and 8-9-10/7057 and 1-2-3-4-4A, 6/7058, 3/7056, 7056 and Cadastral Survey Nos. 530(Part), 530, 529, 1/528 of Malabar and Cumballa Hill Division assessed by the Assessor and Collector of Municipal Rates and Taxes under D-Ward formerly under No. 3381(7A), 3387(1C), and Street No 38 and 90 and now bearing Nos. 381(1-2-3) Street No 46-46H, Ward No 3381(3A), Street No 46AC, Ward No 3381(3D) Street No 46Ad, 3381(7A), Street No 42-44-46-46A, Ward No 3381(7B), Street 46B, Ward No 3381(7C) Street No 46C, Ward No 3384-85 Ward No 3381(1A) Street No 90, D-3381 (3A)46A, D-3688(IRA) 37-A.A, Ward 3381(1A) and 3381(V) Street No 1-2-2.



SIGNED AND DELIVERED by the )  
 Within named PURCHASERS )  
 MRS. DEENA ASIT MEHTA AND MR. )  
 ASIT CHIMANLAL MEHTA in the )  
 presence of )

*Deena Asit Mehta*  
*Asit Mehta*

1. SHAIKESH B. SHAH  
 67 PODAR CHAMBERS  
 S.A. BRELVI ROAD  
 Fort, Mumbai, 400001
2. SATISH BHAYDASANI  
 67 PODAR CHAMBERS  
 S.A. BRELVI ROAD  
 Fort, MUMBAI 400001

*Shah*

*Mehta*

No. A. A. / 7459 / Certs. / 91-92

Office of the  
Appropriate Authority  
(I. T. Deptt.), A-Wing,  
3rd Floor, Mittal Court,  
Nariman Point, Bombay-400 021.

Dated the: 27.7.1991

Proceedings No.

.. Appropriate Authority/Bom. / 7459/91-92

Name(s) of Transferor(s)

... Chetan Associates,  
Abhilasha Building, 46, August Kranti Marg,  
Gowalia Tank, Bombay, 400-036.

Name(s) of Transferee(s)

... Mrs. Deena Asit. Mehta & Mr. Asit Chimanlal Mehta,  
Apeejay Building, Basement No. 4, 130 Bombay  
Samachar Marg, Bombay. 23.

Description & Location of  
Immovable property

... Flat No. 17 B, 17th floor, Abhilasha Building,  
46, August Kranti Marg, Bombay. 400 036.

Apparent consideration

... Rs. 27,75,000/-.

Date of Agreement

... 25.5.1991

Date of Certificate

... 27.7.1991

### CERTIFICATE UNDER SECTION 269 UD (3) OF THE I. T. ACT, 1961.

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 30.5.1991

And whereas the apparent consideration set forth in the said Form 37-I and in the agreement dated 25.5.1991 for the transfer of the said property is Rs. 27,75,000/-

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase by the Central Government of the said property.

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the Schedule appearing below by the said transferor to the said transferee for an apparent consideration of Rs. 27,75,000/-

This no objection certificate is issued without prejudice to any Income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

Sd/-  
(S.K. LAUL)  
Chief Engineer.

Sd/-  
(S.C. TIWARI)  
Commissioner of  
Income-Tax.

Sd/-  
(J.B. BADVE)  
Commissioner of  
Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

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बाकी तिहराप्रमाणे ही बतली ही—  
 र. २३  
 बॉयंगी की .. 20,000 -/-  
 कोटी की (बाने 02) .. 380 -/-  
 इतर .. 900 -/-  
 एकूण 20400 -/-  
 J. D. ...  
 ...

Deena Mehta  
 Amrita

...  
 ...

1) श्रीमती - ...  
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2) श्री ...  
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 ...  
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1) Deena Mehta      2) Amrita

3) श्री ...  
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4) श्री ...  
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आयकर शाखेचा कलम २६९ मुबल (३) अन्वये जागव्या  
३७ कलमचा दाखलवाला क्रमांक 1459 दिनांक 27-7-91  
द्वारे जेव्हा अखेर व तो बदलाकरी पत्राचे लक्षणे  
नसल्याने त्यावेळी नोंदव्याक इतर जेव्हा.

दिनांक ८/१०  
९९

*[Signature]*  
द्वय्यय निबंधक मुंबई

वर्क-3260/९९  
हुस्तक क्रमांक १ ..... क्रमांक ७१  
बोंदला  
तारीख ८/११/९९.

*[Signature]*  
द्वय्यय निबंधक मुंबई





10Rs.

16 MAY 1991

Handwritten text in Hindi, including 'चेतन' (Chetan) and other illegible words.

ARTICLES OF AGREEMENT made at Bombay this 25th day of May One Thousand Nine Hundred Ninety One Between MESSRS CHETAN ASSOCIATES, a Partnership firm carrying on business at Abhilasha Building, 46, August Kranti Marg, Gowalia Tank, Bombay 400 036, hereinafter called "The Builders" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners from time to time constituting the said firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor, their assigns) of the One Part AND MRS. DEENA ASIT MEHTA AND MR. ASIT CHIMANLAL MEHTA

Handwritten initials and signatures, possibly 'Am' and 'Em'.

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Amnesty 4519168 Date 6.4.95  
Receipt No. 1673/94/3162  
GENERAL STAMP OFFICE  
Bombay 16/95

RECEIVED From Deena A. Mehta, the stamp

Pay Rupees 31400/- Three lakhs  
fourteen thousand only.

CERTIFIED under Sec. 41 of the Bombay Stamp

Act, 1958, that the proper stamp duty Rupees 31400/-

Three lakhs fourteen thousand  
only and penalty Rupees 250/-

Two hundred fifty only  
have been paid in respect of the instrument.

(250)

COLLECTOR

residing at Apesay Building, Basement No.4,  
130, Bombay Samachar Marg, Bombay 400 023,  
hereinafter called the "Purchasers" (which expression  
shall unless it be repugnant to the context or  
meaning thereof be deemed to mean and include their  
heirs, executors and administrators of the Other  
Part:

WHEREAS :

- a) By a Deed of Assignment and  
Conveyance dated 16th July 1984  
made between Smt. Shreedevi Sripal  
Patil, therein referred to as the  
Vendor, Shri Mafatlal Sanwelchand  
Bafna, sole Proprietor of M/s. Chetan  
Enterprises, therein referred to as

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the "CONFIRMING PARTY" and the said Shri Mafatlal Sanwelchand Bafna "CHETAN & OTHERS" therein referred to as "THE PURCHASERS", the Vendor did thereby assign and convey unto the said Chetan & Others (Co-owners) all those pieces or parcels of land or ground (partly leasehold and partly freehold) being sub-divided plot No. G & together with several structures standing thereon situate at 46, August Kranti Marg (Gowalia Tank Road) Bombay 400 036 and more particularly described in Schedule First and Second hereunder written.

First &  
Second  
Schemes.

- b) The said Shri Mafatlal Sanwelchand Bafna and fifteen others (Co-owners) thereafter obtained vacant possession from the tenants and occupants of the property incurred huge cost, charges and expenses in providing to them alternate accommodation.
- c) The said Shri Mafatlal Sanwelchand Bafna and fifteen others (Co-owners) agreed to carry on business in partnership with each other and admitted Shri Kantilal Achalaji Shah, Shri Prithviraj Ghewarchand Seth and Smt. Nirmala Ramesh Bhimani in the

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firm under the name and style of M/s. Chetan & others on the terms and conditions contained in the Deed of Partnership dated 22nd day of October 1984 entered into by and between them.

- d) By and under the said Deed of Partnership dated 22nd day of October 1984, the said Shri Mafatlal Sanwelchand Bafna and fifteen others (Co-owners) brought into and contributed their respective shares, right, title and interest as their stock-in-trade in the said property more particularly described in Schedule First and Second hereunder written into the said Partnership firm by way of their respective capital contribution. In the premises aforesaid, the said property more particularly described in the First Schedule and Second Schedule hereunder written has now duly vested in the said Partnership firm and become the property of the said Partnership firm of M/s. Chetan & Others.

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e) By the Development Agreement dated 28th November 1984, and made between M/s. Chetan and others and builders the said M/s. Chetan and others have granted to the Builders irrevocable rights and authorities to enter upon <sup>and</sup> ~~the~~ develop two plots of land situate at August Kranti Marg, (Gowalia Tank Road) Bombay 400 036 and admeasuring 4222 sq. mtrs. and 390 sq. mtrs. or thereabout and bearing C.S. No. 530 (Part) and C.S. No. 530 respectively of Malabar and Cumballa Hill Division and more particularly described in the First Schedule and Second Schedule hereunder written (hereinafter collectively referred to as "THE SAID PROPERTY "A") for the consideration and on the terms and conditions mentioned therein.

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f) Pursuant to the said Agreement dated 28th November 1984, the Builders are constructing on the said property "A" a multi-storey building known as ABHILASHA A & B consisting of ground and nineteen upper floors of "A" Wing, and ground and twenty upper floors of 'B' Wing out of which ground and first floors with will be used as parking space and remaining third to nineteenth

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floors of "A" Wing and third to twentieth floors of 'B' Wing will be used for residence for the people who are vegetarian only in accordance with the plans and specifications which have already been approved and sanctioned by the Bombay Municipal Corporation.

Third

g) Pursuant to the said Agreement dated 28th November 1984, the Builders have the right and authority to enter into agreements for sale, disposal or allotment or otherwise of flats and other premises in the said building "ABHILASHA 'A' & 'B'".

h) By virtue of the Consent Decree dated 29th April, 1988 passed in Bombay High Court Suit No. 1841 of 1988 the Builders have become Owners or otherwise well and sufficiently entitled to the immovable property (adjoining to the said property "A") situate at August Kranti Marg (Gowalia Tank Road) Bombay 400 036, admeasuring 2456 sq. mtrs. or thereabout and bearing

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C.S. No. 529 and 1/528 of Malabar and Cumballa Hill Division and more particularly described in the third Schedule hereunder written (hereinafter referred to as "THE SAID PROPERTY 'B' ").

Third Sch.

- i) The Builders made an application to the Bombay Municipal Corporation for amalgamation of the said properties described in the First, Second and Third Schedules respectively hereunder written with the end and intent to use the floor space Index of the property described in the Third Schedule hereunder written in the construction of additional floors in the building known as "ABHILASHA" A & B which is under construction on the adjoining plot described in the First Schedule and Second Schedule hereunder written. The Builders have obtained the requisite approval of the said layout and amalgamation from the Bombay Municipal Corporation vide No. EEB/17772 dt. 17th October, 1989. The Builders have obtained I.O.D. No. EB/6913/A dated 18.10.1989 and

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commencement Certificate No.  
EB/6913/A dated 8.1.1985 to  
19.10.1989 from the Municipal  
Corporation of Greater Bombay.

- j) In the circumstances, the Builders are entitled to develop the said properties described in the First Second and Third Schedule hereunder written.
- k) The Purchaser is fully satisfied with the title of the Builders of the said property 'B' as well as the right and authority of the Builders to enter into this Agreement with the Purchaser.
- l) The Builders are desirous of selling and/or disposing of the flats and/or car parking space to various parties on what is popularly known as "Ownership basis" and the Purchaser has agreed to purchase Flat 17B on the 17th floor of the Building ABHILASHA in A Wing along with parking space No. — on the — floor on the terms and

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Ex. "A" (

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conditions hereinafter appearing.

- m) The Builders have furnished to the Purchasers all the documents pertaining to the properties herein and more particularly described in the First, Second and Third Schedules hereunder written and as required in the Maharashtra Ownership Flats Act 1963 and Rules 1964.
- n) The Purchasers have seen, inspected and satisfied themselves with the construction of the building "ABHILASHA A & B" subject, however, to the right of the builders to make suitable amendments in the plans as per the requirements or as may be required by the Municipal Corporation of Greater Bombay or any other concerned authorities.
- o) Copies of the Certificates of Title issued by the Advocates for the Builders have been annexed hereto and marked Exhibit "A" (Collectively).
- p) The Builders have got approved from the concerned local authorities the plans, specifications, elevation sections and details of the said building.

Ex. "A" (Col)

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q) While sanctioning the said plans, the concerned local authorities and the Government have laid down certain terms, conditions and stipulations which are to be observed and performed by the Builders while developing the said property "A" and constructing the said building and upon observance and performance of such terms, conditions and stipulations, the occupation and completion Certificates in respect of the said building shall be granted by the concerned local authority.

r) Prior to making application as aforesaid as required by the provisions of the Maharashtra Cooperative Societies Act, 1960 and the Urban Land (Ceiling and Regulations) Act, 1976, the Purchasers have made a declaration to the effect that neither the Purchasers nor the members of their family (family as defined under the Urban Land (Ceiling & Regulations) Act, 1976 own tenements or building or houses within the limits of Greater Bombay in which the flat applied for is located.



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- s) The Purchasers hereby declare that they are pure vegetarian and relying upon the truthfulness of the declaration, the Builders have entered into this Agreement with the Purchasers.
- t) Prior to the execution of these presents, the Purchasers have paid to the Builders a sum of Rs.5,00,000/- (Rupees five lacs only) being part payment of the said price of the flat agreed to be sold by the Builders to the Purchasers as advance payment or deposit (the payment and receipt whereof the builders do hereby admit and acknowledge) and the Purchasers have agreed to pay the Builders the balance of the said price in the manner hereinafter appearing.
- u) Under Section 4 of the said Maharashtra Owner-ship Flats Act 1963, the Builders are required to execute a Written Agreement for sale of the said flat to the Purchasers.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Builders shall construct a building known as "ABHILASHA "A" AND "B" on the said property "A" in accordance with the plans and specifications which have been kept by them at their

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Office at Abhilasha Building, 46, August Kranti Marg, Gowalia Tank Bombay 400 036 and at the building site for inspection and which the Purchasers have been and approved and the Purchasers agree and hereby irrevocably consent and authorise the Builders to make such variation, modification, additions and alterations therein as may be required to be made by the Government, the Bombay Municipal Corporation or any other Local Body or authority or as may be required by the Builders on account of the construction of the additional floors over the said building and/or other building or for any other purpose.

2. The Purchasers have prior to the execution of this agreement taken inspection of the documents referred to hereinabove relating to the right of the Builders to develop the said property and have fully satisfied themselves about the same. The Purchasers shall not be entitled to investigate the title of the Builders and no requisitions or objections shall be revised by the Purchasers on any matter relating thereto. A copy of each of the Certificates of Title dated 29th day of June, 1985 and 30th day of March 1990 issued by M/s. Ambubhai and Diwanji, Advocates and Solicitors is hereto annexed and marked Exhibit "A" (Collectively).

3. The Purchasers hereby agree to purchase from the Builders and the Builders hereby agree to sell to the Purchasers the Flat No. 17B on the 17th floor of the said Building "ABHILASHA in B Wing along with parking space bearing No. — on the — floor therein, the area of the flat is 88 sq. metres, carpet (which is inclusive of the area of balconies and as shown in the floor plan thereof hereto annexed and marked Annexure - I, constructed on the said property, more particularly described in the Schedule hereunder written as aforesaid and hereinafter called "The said Premises") for the price of Rupees Twenty seven lacs seventy five thousand only) including the proportionate price of the common areas and facilities appurtenant to the premises. The Purchasers hereby agree to pay to the Builders the amount of the Purchase price of Rs.27,75,000/- (Rupees Twenty seven lacs seventy five thousand only) in the following manner:

- i) 5,00,000/- On or before the execution of this Agreement as Earnest money.
- ii) Rs.15,00,000/- Within 15 days from the date hereof.
- iii) Rs.6,75,000/- within 3 months from the date hereof or after receipt of No Objection from appropriate authority under provision of I.T. Act.
- iv) Rs.100000/- On possession.

Rs.27,75,000/-

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the time for payment of each of the instalments on their respective due dates herein before mentioned shall be of essence of the Contract and all payments shall be made by demand drafts or pay orders issued by the Bank.

4. The fixtures, fittings and amenities to be provided by the Builders in the said building and in the premises are those that are set out in Exhibit 'B' hereto. However, the furniture/ fixtures shown in the layout plan annexed hereto are neither intended nor agreed to be provided to the Purchasers nor form part of the fixtures, fittings and amenities as set out in Exhibit - B hereto.

5. The Builders shall give possession of the said premises to the Purchasers on execution of the Conveyance in favour of the Society/Limited Company or any other organisation. However in case the Builders prior to execution of the aforesaid Conveyance, then the Purchasers shall bear and pay necessary stamp duty as per the provisions of the Bombay Stamp Act for the time being in force. If the Builders fail or neglect to give possession of the premises to the purchasers on account of reasons beyond their control and of their agents, as per provisions of section 8 of the Maharashtra Ownership Flats Act, 1963 as

aforesaid..



aforesaid, then the Builders shall be liable to refund to the Purchasers the amounts already received by them in respect of the premises with simple interest at nine percent per annum from the date of receipt by the Builders till payment and thereafter the Builders shall be entitled to deal with or dispose of the said premises as the builders may deem fit. Till the entire amount and interest thereon is refunded by the Builders to the Purchasers, there shall (subject to prior encumbrance if any) be a charge on the said premises. Provided that the Builders shall be entitled to extension of the time for giving delivery of the premises, if completion of building in which the flat is situated is delayed on account of:

- i) Non-availability of or any control or restriction on supply of steel, cement, other building materials, water or electric supply.
- ii) War, Civil Commotion or Act of God
- iii) Any notice, order, rule, modification of the Government and/or other public or competent authority.

6. The Purchasers for themselves with intention to bring all papers into whosoever hands the

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said premises may come doth hereby covenant with Builders as follows:

- a) To maintain the said premises at purchasers' own cost in good tenable repair and condition from the date of possession of the said premises is offered and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, staircase or any passage which may be against the rules, regulations, or bye-laws or concerned local or any other authority or change/after or make addition or alteration in or to the building in which the premises is situated and/or in the said premises or any part thereof.
- b) Not to store in the said premises any good which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned Local Authority and shall not carry

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or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the premises is situated and in case any damage is caused to the building in which the premises is situated on account of negligence or default of the purchasers in this behalf, the Purchasers shall be liable for the consequences of the breach and to make good all loss and damages sustained or suffer in that behalf.

- c) To carry at their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Builders to the Purchasers and shall not do or suffer anything to be done in or to the building in which the said premises is situated that may infringe the rules and regulations

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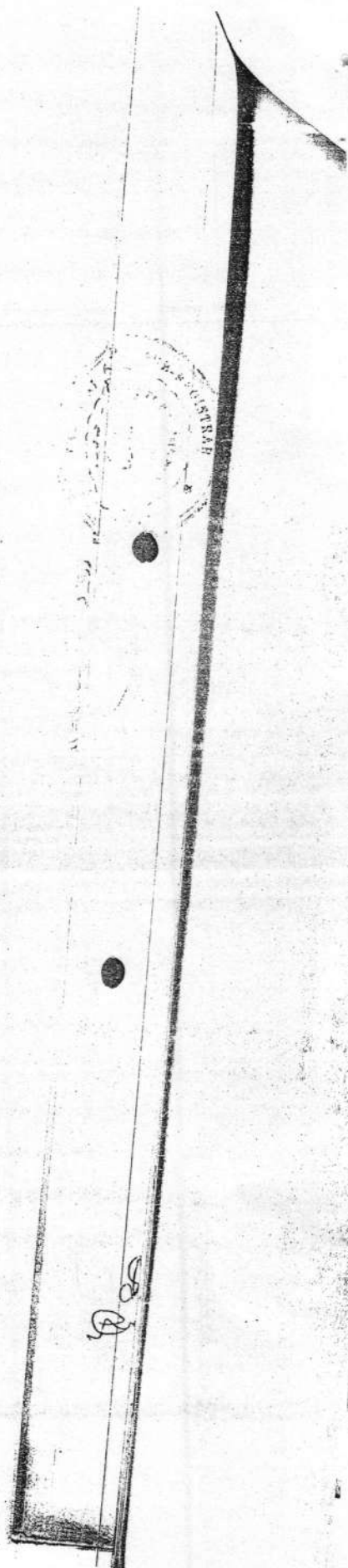


and bye-laws of the concerned local authorities or other public Authority and/or the Rules and Regulations laid down by the Builders and/or the said Society/Limited Company or any other organisation as the case may be and in the event of the Purchasers committing any act in contravention of the above provisions, the Purchasers shall be responsible and liable for all the consequences thereof and to make good any loss or damages sustained or suffered in that behalf.

- d) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or alteration or whatsoever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the same ~~sewers~~ and drain pipes in the said premises and appurtenance thereto in good tenentable repairs

and..

*RS*  
*X*



and condition and in particular or so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or ROC Pardis or other structural members in the building and the said premises without the prior written permission of the Builders and/or the Society or the Limited Company or other organisation.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall be payable in respect of such insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the premises is situated.

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g) Pay to the Builders within seven days of demand by the Builders, his share or security deposit demand by the concerned local authority or Government for or giving water, electricity or any other service in connection with the building in which the said premises is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levies which are imposed by the concerned local authority and/or Government and/or other Public Authority on account of change of user of the said premises by the Purchasers viz. user for any purpose other than for commercial purposes and for any unauthorised users of the said premises.

i) The Purchasers shall not let, sub-let, transfer, assign, Purchasers' interest or benefit of this Agreement or part with possession of the said premises until all the dues payable by the

Purchasers..

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Purchasers to the Builders under this Agreement are fully paid up and only if the Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchasers have obtained the consent in writing of the Builders in that behalf.

- f) The Purchasers shall observe and perform all the Rules and Regulations which the Society or the Limited Company or any other organization as the case adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and all the premises therein and for the observance and performance of the building Rules, Regulations and bye-laws for the time being of the concerned local authority and of the Government and other Public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company or any other organisation regarding

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the occupation and use of all the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this Agreement.

k) Till Conveyance of the Building in which the said premises is situated is executed, the Purchasers shall permit the Builders and their Surveyors, agents, with or without workmen and others at all reasonable times to enter into and upon the said premises and building or any part thereof to view and examine the state and condition thereof.

7. The Purchasers confirm that the said premises shall always be used/occupied for residential purpose by vegetarian persons only.

8. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the said premises or the said plot and building or any part thereof. The Purchasers shall have no claim save and except in respect of the said premises hereby agreed to be sold to the Purchasers and

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all open spaces, parking spaces lobbies, staircases, terraces, recreation spaces etc. will remain the property of the builders until the said land and building are transferred to the Society Limited Company or any other organisation as herein before mentioned.

9. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats to the respective Purchasers of the terrace flats and such terrace spaces are transferred to the respective Purchasers of the terrace flats and such terrace spaces are intended for the exclusive use, possession and enjoyment of the respective terrace purchasers. The said terrace shall not be enclosed by the Purchaser till permission in writing is obtained from the concerned Local Authority and/or from the Builders or the Society or the Limited Company or any other organisation as the case may be.

10. If any other taxes including sales tax are levied by the State or Central Government, then the Purchasers shall be liable to pay their proportionate share of such taxes to the Builders even before or after the possession of the said premises when such taxes become due

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and payable and within seven days from the date of demand made by the Builders, time being of the essence of the contract in that behalf.

11. The terrace over the building and/or attached to any flat or premises and not specifically allotted to the Purchasers, shall always be with the Builders for their exclusive benefit and they shall be entitled to deal with and dispose of the same in such manner as they deem fit. In the event of the Builders containing permission from the Municipal Corporation for construction of any type of premises or construction on the terrace, including or pucca garage, then the Builders shall be entitled to deal with and dispose of in any manner whatsoever such premises or construction by them on the terrace or parking space together with the benefit of the said terrace and/or parking space to such person or persons or parties at such rate and on such terms and conditions as the Builders may deem fit. The Builders shall be entitled in that event to allot the entire terrace with or without any compensation and/or parking space to the buyers of such premises constructed on the terrace/parking space and the terrace or parking lot shall then be in the exclusive possession of such buyers of such premises constructed on the terrace and/or



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parking as aforesaid. The Purchasers will have no objection to the Society or the Limited Company or any other Organisation accepting the buyers of the premises or such construction that may be constructed on the terrace as its members. In the event of any water storage tank being constructed on the terrace of the said building for the benefit and use of the Purchasers of various flats/shops/garrages or other premises, then the Society or the Limited Company or any other Organisation shall be entitled to depute its representative to go to the terrace for the regular check up and unkeep, maintenance and for repairing the tanks at all reasonable time as may be mutually agreed to between the Builders, Society and the Buyers of terrace premises.

12. The Builders have already entered into some Agreements for Sale of certain premises in the said building "ABHILASHA" A & B with their respective Purchasers, a specimen copy of such Agreement for Sale is annexed with these presents TO HAVE INTENT that the same shall form part and parcel of these presents and that all terms and conditions thereof which are not contradictory or inconsistent with the terms of these presents shall always be

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binding on both the parties hereto. The Purchasers hereby agree, adopt and confirm the said Agreement, a specimen copy thereof is annexed hereto.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of leasehold land or ground being sub-divided plot Nos. G and H containing by admeasurement in aggregate 5050.05 sq. vds. equivalent to 4222.34 sq. mtrs or thereabout situate at Gowalia Tank Road in the City of Bombay and in the Registration District and Sub-District of Bombay City and Bombay Suburban and registered in the Books of the Collector of Land Revenue under Old Nos. 662, 299, 300, 639/505, 144 New Nos. A/3002, 2033, 2039, 11A/2038, 2065, D/2485, 1318, Old Survey No. 62 and New Survey Nos. 1251, 7061, 1-2-3-4A and B-9-10/7057 and 1-2-3-4-4A, G/7058, and Cadastral Survey No. 530 (Part) of Malabar and Cumballa Hill Division assessed by the Assessor and Collector of Municipal Rates and Taxes under D-Ward bearing following Nos:

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and bounded as follows: that is to say, On or towards the East by the property belonging to L.P. D'Souza, On or towards West partly by the property belonging to Readymoney Agiary Trust and partly by the property of Charandas Chaturbhuj on or towards the North by the property of Gangadhar Shastri and On or towards the South partly by the remaining property bearing Plot No. A, B, & C retained by the property of Dossabai daughter of Feroze Shah Merwanjee and beyond that by the property of Pestonji Kaikhushro Banaji.

THE SECOND SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of freehold land or ground admeasuring 466 sq.yds. equivalent to 389.68 sq. mtrs or thereabout situate at Gowalia Tank Road without the Fourth and in the Registration Sub-District of Bombay registered in the the Collector of Land Revenue under Old Nos. 144 New No. 1318. Old Survey No.53, and New Survey No. 3/7056 and Cadastral Survey No. 530 of Malabar and Cumballa Hill Division and bounded as follows: that is to say: On or towards the East and South by the property firstly described in the Deed of Assignment and Conveyance dated 16th July, 1984 and on or towards North by the property thirdly described in the Deed of Assignment and Conveyance dated 16th July 1984 with all of the buildings and messuages standing thereon and assessed by the Collector and Assessor of

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Municipal Rates and Taxes under D-Ward formerly under No. 3381(7A), and 3387(1C) and Street No. 38 and 90 and now under D-Ward Nos. 381(1-2-3) Street No. 46-46H, Ward No.3381 (3A), Street No.46AC, Ward No.3381 (3D) Street No. 46Ad, 3381(7A), Street Nos. 42-44-46-46A Ward No.3381(7B), Street No. 46B, Ward No. 3381 (7C) Street No. 46C, Ward No.3384-85 Ward No.3387(10) Street No.90.

THE THIRD SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land, hereditaments and premises together with the messuages, tenements, buildings and structures standing thereon situate at Gowalia Tank Road, (now known as August Kranti Marg) Bombay 400 036 within the Registration District and Sub-District of Bombay City and Bombay Suburban registered by the Collector of Land Revenue under the Collector's Old No. 636, New No.2926, Old Survey No.53, New Survey No. 7056 and bearing Casteal Survey No.529 and 1/529 of Malabar and Cumballa Hill Division containing by admeasurement 2937 sq.yds. equivalent to 2455.69 sq.mtrs. and assessed by the Assessor and Collector of Bombay Municipal Corporation under D-Ward No.3380(1A) and 3381(V) Street Nos. 1-2-2- and bounded as follows: that is to say: On or towards

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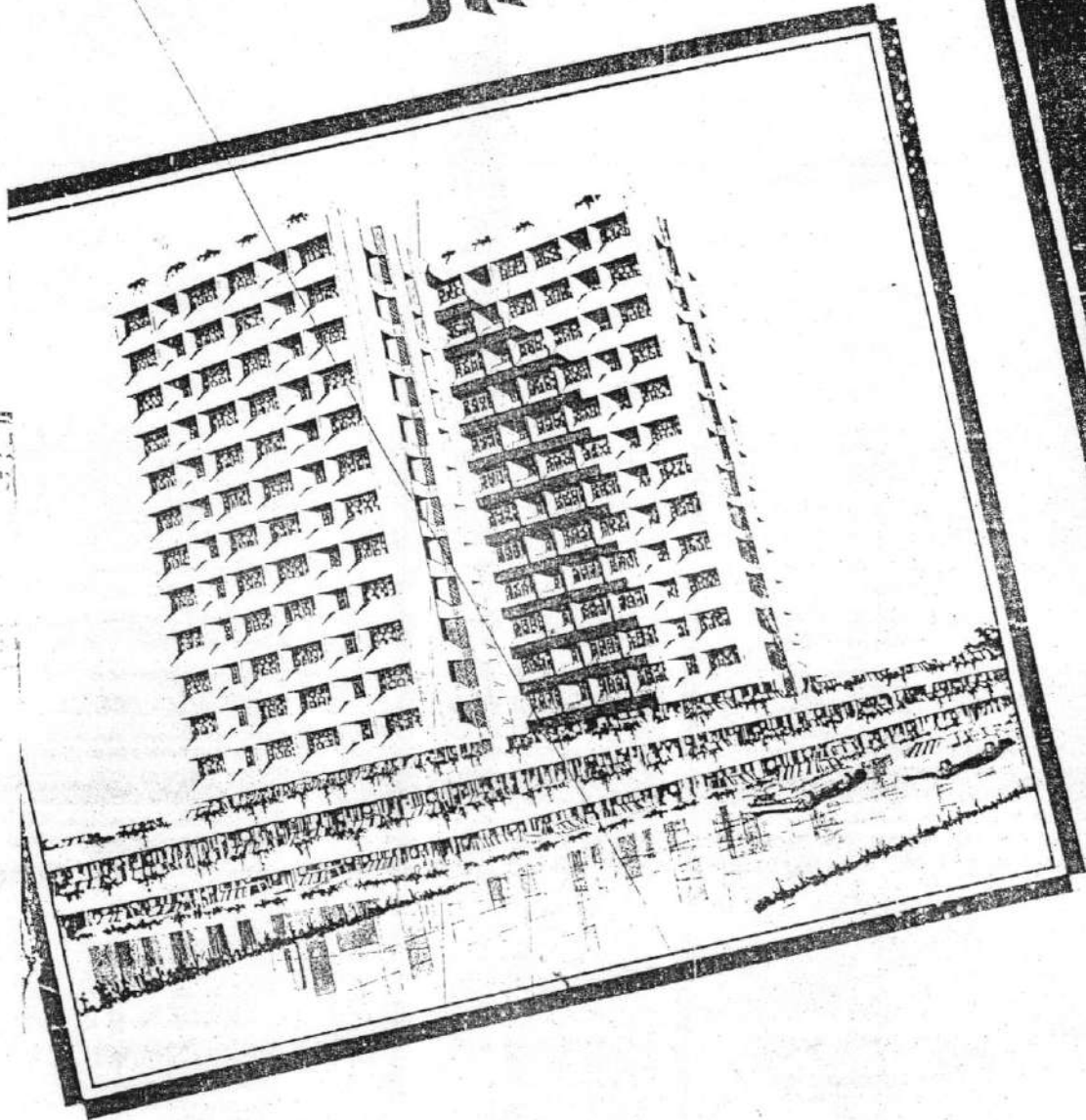
the East by the property bearing C.S. No. 525  
On or towards the West partly by the property  
bearing C.S. No. 530(Part) belonging to M/s. Chetan  
& Others and partly by the property bearing C.S.  
No. 530(Part) belonging to Mrs. Shreedevi S. Patil  
On or towards the South by the August Kranti  
Marg and On or towards the North by the property  
bearing C.S. No.655 known as Yamuna Chawl and  
Krishna Chawl.

SIGNED SEALED AND DELIVERED )  
by the withinnamed "BUILDERS" ) For CHETAN ASSOCIATES  
MESSRS. CHETAN ASSOCIATES, )  
in the presence of.. ) Partner.

SIGNED SEALED AND DELIVERED )  
by the withinnamed PURCHASERS )  
in the presence of.. )

*Chetan Mehta*  
*Chetan Mehta*

# अमिताषा



Developers:



*Chetan*  
ASSOCIATES

20, Rajabhadur Mansion, Ground Floor,  
14 Hamam Street, Fort, Bombay 400 023.



# AGREEMENT

ARTICLES OF AGREEMENT made at Bombay this <sup>25<sup>th</sup></sup> ~~ninety one~~ <sup>Eighty</sup> day of ~~May~~ One Thousand Nine Hundred and ~~Eighty~~ BETWEEN MESSRS. CHETAN ASSOCIATES, a partnership firm carrying on business at 20, Raja Bahadur Mansion, 14, Hamam Street, Fort, Bombay-400 023, hereinafter called. "THE PARTY OF THE ONE PART" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include partners or partner or persons or person from time to time constituting the said firm of Messrs. CHETAN ASSOCIATES and their respective heirs, executors, administrators and assigns) of the ONE PART; AND MRS DEENA ASIT MEHTA & ASIT CHIMANIL MEHTA

\_\_\_\_\_ of Bombay Indian Inhabitant/s carrying on business/residing at Apperay Building, Borewell no. 130, Bombay Saranchar marg, BOMBAY. 23 hereinafter called

"THE PARTY OF THE OTHER PART" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART;

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## WHEREAS

- (v) By a Deed of Assignment and Conveyance dated 16th July 1984 made between Smt. Shreedevi Shripal Patil therein referred to as the Vendor, Shri Mafatlal Sanwelchand Bafna sole Proprietor of Messrs. Chetan Enterprises therein referred to as the Confirming Party and the said Mafatlal Sanwelchand Bafna and fifteen others popularly known as Chetan and others therein referred to as the Purchasers, the Vendor did thereby assign and convey unto the said Chetan and others (co-owners) all those pieces or parcels of land or ground (partly leasehold and partly freehold) being sub-divided Plot No. G and H together with several structures standing thereon situate at 40, August Kranti Marg, Gowalla Tank Road, Bombay-400 036 and more particularly described in Schedules A and B hereunder written;
- (2) The said Mafatlal Sanwelchand Bafna and others (co-owners) thereafter to obtain vacant possession from the tenants and occupants of the property incurred huge cost, charges and expenses in providing to them alternate accommodation;
- (3) The said Mafatlal Sanwelchand Bafna and fifteen others (co-owners) agreed to carry on business in partnership with each other and admitted Kantilal Achaji Shah, Prithviraj Chhewarchand Seth and Smt. Nirmala Ramesh Bhlman in the firm name and style of Messrs. Chetan and others on the terms and conditions contained in the deed of partnership dated 22nd day of October 1984 entered into by and between them.
- (4) By and under the said Deed of Partnership dated 22nd day of October 1984 the said Mafatlal Sanwelchand Bafna and fifteen others (co-owners) brought into and contributed their respective shares, right, title and interest as their stock-in-trade in the said property more particularly described in Schedules A and B hereunder written into the said partnership firm by way of their respective capital contribution. In the premises aforesaid the said property more particularly described in Schedules A and B hereunder written has now duly vested in the said partnership firm and become the property of the said partnership firm of Messrs. Chetan and others.
- (5) By and under a Development Agreement dated 28th November 1984 entered into by and between the said partnership firm of Messrs. Chetan and others and the party of the One Part herein the said Messrs. Chetan and others granted to the Party of the One Part development rights of the said property more particularly described in the First and Second Schedules thereunder

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written (which are the same pieces and parcels of land more particularly described in Schedules A and B hereunder written) for the consideration and upon the terms and conditions contained therein.

(6) The Party of the One Part is allowed to enter upon the said pieces or parcels of land and is authorized under the said Development Agreement to sell and/or dispose of on what is popularly known as "ownership basis" the flats and other premises comprised in such building. In the premises the Party of the One Part is in exclusive possession and is entitled to develop the said pieces or parcels of land or ground described in Schedules A and B hereunder written by constructing a building or buildings thereon in accordance with the plans sanctioned by the Bombay Municipal Corporation. The said pieces or parcels of land have hereinafter for the sake of convenience and brevity been described as the said property.

(7) The Party of the One Part is constructing on the said property a multi-storeyed building to be known as 'ABHILASHA' 'A' and 'B' consisting of ground and fourteen upper floors, out of which ground and first two floors will be used as parking spaces and remaining 3rd to 14th floors will be used as residence for vegetarian people only in accordance with the plans and specifications of the building which have already been approved and sanctioned by the Bombay Municipal Corporation.

The Party of the One Part is desirous of selling and/or disposing of flats and/or car parking spaces to various parties on what is popularly known as ownership basis and has already agreed to sell some flats and/or parking spaces to some parties on ownership basis by giving them Allotment Letters. Pending the preparatitn and execution of formal standard printed agreements for sale on ownership basis, the Party of the One Part and the purchasers of flats to whom Allotment Letters have been given, have filed with the Income Tax Department, Form No. 37EE prescribed under Section 269AB of the Income Tax Act, 1961.

(9) The Party of the Other Part has agreed to purchase Flat No. 17 B on the 17<sup>th</sup> floor of the building 'ABHILASHA' "A"-"B" along with parking space No.      on the      floor after having persued the terms, conditions, provistons and covenants contained in the said Deed of Assignment-Cum-Conveyance dated 16th July 1984, the said Partnership Deed dated 22nd day of October 1984 and the said Development Agreement dated 28th day of November 1984 and with full

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notice of the terms and conditions contained in the aforesaid documents and the terms and conditions hereinafter appearing.

- (10) The Party of the One Part has furnished to the Party of the Other Part such of the documents as are mentioned in the Maharashtra Ownership Flats Act, 1963 and Rules 1964.
- (11) It is agreed and understood by and between the parties that in this Agreement the word 'party of the Other Part' shall wherever applicable mean and include (a) purchaser of flat, car parking space or any other tenement (b) plural of the Party of the Other Part and (c) Feminine gender of the Party of the Other Part and the expression parking space shall mean and include covered or open car parking space or garage as the case may be and expression 'Society' shall mean and include either a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company formed under the Companies Act (I of 1956) or a Condominium constituted under the Maharashtra Apartment Ownership Act, 1970.
- (12) The Party of the Other Part has seen, inspected and satisfied himself with the building plans according to which the building "ABHILASHA" 'A'-'B' will be constructed subject however to the right of the Party of the One Part to make suitable amendments in the plans as per its requirements or as may be required by the Municipal Corporation of Greater Bombay or any other concerned authority.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Party of the One Part shall construct a building known as "ABHILASHA" "A"- "B" on the said property in accordance with the plans and specifications which have been kept by them at their office at 20, Raja Bahadur Mansion, 14, Hamam Street, Fort, Bombay-400 023, and at the building site for inspection and which the Party of the Other Part has seen and approved and the Party of the Other Part agrees that the Party of the One Part can make such variations, modifications, additions and alterations therein as may be required to be made by the Government, the Bombay Municipal Corporation or any other local body or authority or as may be required by the Party of the One Part on account of the construction of the additional floors over the said Building and/or other Buildings or for any other purpose.

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2. The Party of the One Part shall have right to make additions, alterations, amendments and changes in the plans and in the building from time to time without any further permission of the Party of the Other Part and the Party of the Other Part along with other purchasers of flats and parking spaces will consent to the same.

3. The Party of the Other Part has prior to the execution of this Agreement taken inspection of the documents referred to hereinabove relating to the right of the Party of the One Part to develop the said property and has fully satisfied himself about the same. The Party of the Other Part shall not be entitled to investigate the title of the Party of the One Part and no requisitions or objections shall be raised by the Party of the Other Part on any matter relating thereto. A copy of the certificate of title dated 29th day of June 1985 issued by Messrs. Ambubhai & Diwanji, Advocates & Solicitors is hereto annexed and marked Exhibit "A".

4. The Party of the Other Part hereby agrees to purchase Flat No. 17 B on the 17th floor of the said building "ABHILASHA" 'A'-'B' along with parking space No. — on the — floor of the building, at or for the aggregate price of Rs. 27,75,000/- (Rupees Twenty Seven Lacs Seventy five thousand only) out of which Rs. (Rupees — only) is for the said flat and Rs. (Rupees — only) is for the said parking space. The price shall be paid by the Party of the Other Part in the manner given below :

- i) Rs. On or before the execution of this Agreement as earnest money;
- ii) Rs. On or before the completion of Plinth;
- iii) Rs. On or before casting of the First Slab;
- iv) Rs. On or before casting of the Second Slab;
- v) Rs. On or before casting of the Third Slab;
- vi) Rs. On or before casting of the Fourth Slab;
- vii) Rs. On or before casting of the Fifth Slab;
- viii) Rs. On or before casting of the Sixth Slab;
- ix) Rs. On or before casting of the Seventh Slab;

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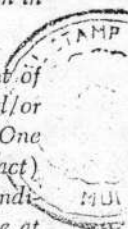
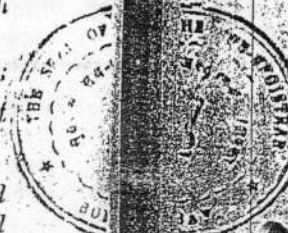
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- x) Rs. On or before casting of the Eighth Slab;
- xi) Rs. On or before casting of the Ninth Slab;
- xii) Rs. On or before casting of the Tenth Slab;
- xiii) Rs. On or before casting of the Eleventh Slab;
- xiv) Rs. On or before casting of the Twelfth Slab;
- xv) Rs. On or before casting of the Thirteenth Slab;
- xvi) Rs. On or before casting of the Fourteenth Slab;
- (xvii) Rs. On or before casting of the Fifteenth Slab;
- xviii) The balance of Rs. at the time of delivery of possession;

A copy of the plan of the flat/parking space has been annexed to this Agreement and broad specifications of the building and amenities which will be provided in the flat have been given in Exhibit "B" hereto.

5. If the Party of the Other Part commits default in payment of any instalment as aforesaid on its respective due date and/or any other amount due and payable to the Party of the One Part under this Agreement (time being essence of the contract) and/or in observing and performing any of the terms and conditions of this Agreement, the Party of the One Part shall be at liberty to terminate this Agreement in which event the Party of the One Part shall be entitled to enter into and resume possession of the said flat/parking space and everything whatsoever therein and in that event the said deposit or earnest money and all other amounts paid by the Party of the Other Part to the Party of the One Part shall stand forfeited and the Party of the Other Part shall not be entitled to claim any right, title and interest in the said flat/parking space and shall not be entitled to claim any interest, compensation or damages as against the Party of the One Part. Upon the Party of the One Part terminating this Agreement under this clause, the Party of the One Part shall be at liberty to sell the said premises to any other person or persons as the Party of the One Part may deem fit and at such price and upon such terms and conditions as the Party of the One Part may decide and the Party of the Other Part shall not be entitled to question such sale or raise any objection or claim whatsoever against the Party of the One Part. The rights given by this clause to the Party of the One Part shall however be without prejudice to any other rights, remedies and claims whatsoever of the Party of the One Part against the Party of the Other Part under this Agreement and/or in law. Without prejudice to the rights and remedies



available to the Party of the One Part pursuant to the aforesaid provisions, the Party of the One Part shall be entitled to recover from the Party of the Other Part, interest at the rate of 21% per annum on all amounts remaining due and payable by the Party of the Other Part under this Agreement, if such amounts remain unpaid for seven days or more after becoming due.

6. The Party of the One Part agrees to hand over possession of the said flat/parking space to the Party of the Other Part on or before 31st October 1987 SUBJECT HOWEVER to the availability of cement, steel and other building materials and subject also to any act of God, enemy, war or any other cause beyond the control of the Party of the One Part and also subject to the availability of water connection from the Bombay Municipal Corporation and electric connection from the B. E. S. & T. Undertaking. However if due to any reason the Party of the One Part is not able to give possession of the premises either by the above date or by the date mutually extended by the parties hereto, the Party of the Other Part will have right to put an end to this Agreement and in such an event the Party of the One Part will be bound to return to the Party of the Other Part all monies till then received as well as a sum of Rs. 5,000/- (Rupees five thousand only) as and by way of liquidated damages and thereafter this Agreement shall come to an end and no party will have any right against the other.

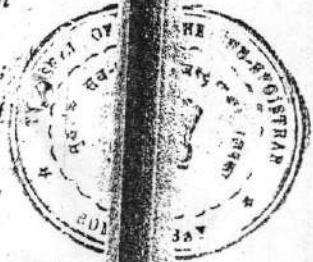
7. The Party of the One Part shall have first lien and charge on the said flat/parking space in respect of all due amounts with interest if any accrued thereon and payable by the Party of the Other Part to the Party of the One Part under the terms and conditions of this Agreement.

8. If any permission is required to be obtained or any compliance is to be made of any provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or of the Bombay Land Requisition Act, 1948 or of any other Central or State legislation and/or any rules framed thereunder the same shall be complied with by the Party of the Other Part in consultation and co-operation with the Party of the One Part and all costs, charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Party of the Other Part.

9. The Party of the Other Part hereby agrees with the Party of the One Part to pay all amounts liable to be paid by the Party of the Other Part to the Party of the One Part under this Agreement and to observe and perform all the terms, conditions and covenants contained in this Agreement as also in the conve-

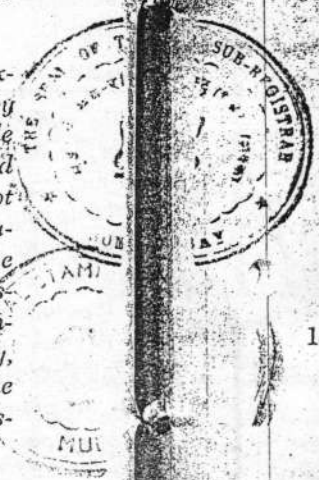
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yance or any other deeds and assurances to be executed in favour of any Co-operative Society/Limited Company/Condominium or Association of persons (hereinafter for the sake of brevity referred to as "the Society") in respect of the said property and to indemnify and keep indemnified the Party of the One Part against non-payment and/or non-observance of the said covenants and conditions and against all claims, demands, actions, suits, proceedings, costs, charges and expenses that may be made, incurred or suffered by the Party of the One Part in respect thereof.

- 10. The Party of the Other Part shall have no claim save and except in respect of the particular flat/parking space hereby agreed to be acquired by him and he shall have no right, title or interest into or upon any other open space or unallotted parking spaces, lobbies, staircases, lifts and terraces (except the terrace of Abhilasha 'A' which has already been exclusively allotted to Parag Enterprises) which will remain the property of the Party of the One Part until the same is disposed of and in case the whole property is transferred and conveyed to the proposed Co-operative Society, Limited Company, Condominium or Association of persons, the Party of the One Part will become members in respect of such unsold or undisposed of portions.
- 11. Nothing contained in these presents shall be construed to confer upon the Party of the Other Part any right, title or interest of any nature whatsoever into or upon the said flat/parking space or the said land or the said Building or any part thereof and such conferment shall take place in favour of the Co-operative Society to be formed only upon execution of the Conveyance in their favour.
- 12. The Party of the One Part or any person nominated by the Party of the One Part or the persons to whom the rights conferred under this clause are assigned shall have an absolute right, to put up additional structures or make additions or alterations to the said property as may be permitted by the Municipal and other competent authorities. Such additions, alterations and structures will be the sole property of the Party of the One Part or its nominee or nominees as the case may be and they will be entitled to dispose of the same in any way they choose and the Party of the Other Part hereby consents to the same. The Party of the Other Part and/or his nominees or assignees shall at no time put up or erect or display any hoarding or advertisement on any part of the property including the terrace, parapet walls, compound or any other part thereof. This Agreement with Party of the Other Part and other purchasers of flat/parking spaces in the building shall be



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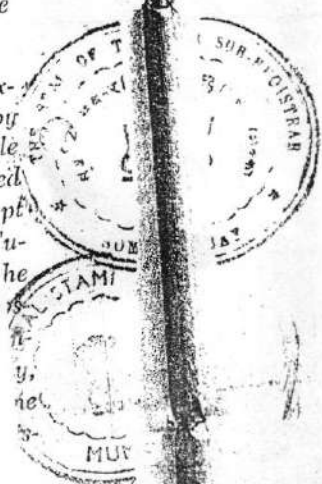
subject to the aforesaid rights of the Party of the One Part or its nominees or assignees and the Party of the Other Part shall not be entitled to raise any objection thereto or ask for any abatement in the price of the flat/parking space or other premises agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience etc. IT IS HEREBY SPECIFICALLY AGREED that the Party of the One Part shall be entitled to nominate any other person or party to obtain the assignment of benefits of the rights and interest conferred by this clause upon the Party of the One Part. The nominees or assignees of the Party of the One Part shall be admitted as members of the Society PROVIDED FURTHER that neither party of the Other Part nor any of the purchasers of any flats or parking spaces shall be entitled to charge from the Party of the One Part and/or its nominees or assignees any amounts by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

13. The terrace of the building including the parapet walls shall remain the property of the Party of the One Part or their nominees or assignees who shall also be entitled to display advertisement in or over the walls of the terrace as well as on any portion of the said property including the compound and the walls of such compound and they shall be exclusively entitled to the income that may be derived by display of such advertisements at all times hereafter. The Agreement with the Party of the Other Part and all other purchasers of other premises in the said building shall be subject to the aforesaid rights of the Party of the One Part or their nominees or assignees, and they shall be entitled to use the said terrace as well as portion of the said land in any manner they like and the Purchaser shall not be entitled to any abatement in the price of the said premises agreed to be acquired by him on the ground of inconvenience or any other ground whatsoever. IT IS HEREBY AGREED that the Party of the One Part shall be entitled to either nominate any person to obtain the benefits of the rights and interests conferred by this clause or to assign such benefits, rights and interest in favour of any other person.

14. If the Party of the One Part shall get the benefit of additional F. S. I. for construction from the Bombay Municipal Corporation or if for any other reason it becomes possible for the Party of the One Part to put up additional structures, the Party of the One Part shall be entitled to put any number of additional floors over and above the building to be constructed and will also be entitled to construct any other buildings in the said property and dispose of the flats in such additional structures and the Party of the Other Part shall have no right, title or interest in respect thereof and shall not object to the same.

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15. The Party of the Other Part shall not be entitled to any rebate and/or concession in the price of his flat/parking space on account of the construction of the additional floors in the said buildings and/or the changes, alterations and additions made in such building or buildings.
16. As soon as the building is notified by the Party of the One Part as complete, every flat/parking space holder (including the Party of the Other Part) shall pay to the Party of the One Part the balance of purchase price or deposits or other arrears payable by him under this Agreement within 7 days of such notice.
17. Under no circumstances, possession of the flats/parking spaces shall be given by the Party of the One Part to the Party of the Other Part unless all payments required to be made under this Agreement by the Party of the Other Part have been made to the Party of the One Part.
18. The Party of the Other Part shall from the date of receipt by him of the notice from the Party of the One Part to take possession of flat/parking space become liable to pay provisional amount of Rs. 1,500/- (Rupees one thousand five hundred only) per month towards Municipal taxes and other outgoings mentioned in the Schedule C hereto. The Party of the Other Part undertakes to pay the amount of provisional maintenance charges regularly every month within 7 days of the same becoming due, failure to pay this amount will entitle the Party of the One Part to terminate this Agreement by giving 10 days notice to the Party of the Other Part.
19. The Party of the Other Part agrees to pay following amounts to the Party of the One Part at the time of taking possession of the premises :
- i) Rs. 15,000/- as deposits towards maintenance expenses, account whereof will be given to the Society of purchasers at the time of Conveyance or Assignment of the property;
  - ii) Rs. 9,000/- towards provisional monthly maintenance expenses (6 months basis);
  - iii) Rs. 251/- towards the share money and entrance fee;
  - iv) Rs. 500/- towards meter deposit for domestic and power meters;
  - v) The share in stamp duty and registration charges payable on the Conveyance or Assignment Deed to be executed in favour of the Society.



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The above deposit amounts will not carry any interest and will be paid over to the Society after deducting expenses incurred for respective items.

20. In addition to the above the Party of the Other Part will also pay following non-refundable amounts to the Party of the One Part :
- i) Rs. 750/- being amount of legal charges for preparation of this Agreement;
  - ii) Rs. 750/- being the amount required for formation of the Society, Limited Company or Condominium of flat/parking space holders;
21. Notwithstanding anything contained in this agreement, the Party of the Other Part hereby agrees to contribute and pay regularly his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in Schedule C hereof. Such share will be determined by the Party of the One Part on the basis of the area of each flat. The Party of the Other Part will not be entitled to ask the Party of the One Part to adjust the deposit amount towards the said Municipal taxes, outgoings or other expenses.
22. So long as each flat/parking space in the said building shall not be separately assessed for the purpose of municipal taxes and water charges, the Party of the Other Part shall pay the proportionate share of the water tax and municipal tax assessed on the whole building, such proportion shall be determined by the Party of the One Part on the basis of the area of each flat. While determining the share of each Party in the maintenance expenses the area of a parking space will not be taken into consideration. However from the holder of parking spaces actual amount of Bombay Municipal Corporation tax will only be charged.
23. It is agreed that in case the Party of the One Part has not been able to sell all the flats and parking spaces and before that if the Party of the One Part allows the Party of the Other Part and other purchasers to form a Co-operative Society, the Party of the One Part shall not be liable to pay maintenance charges (except actual Bombay Municipal Corporation taxes) or any other expenses for the unsold flats and parking spaces to the proposed Co-operative Society and/or Association of persons as the case may be.
24. The Party of the One Part shall become the members of the Society in respect of their rights and benefits retained under this Agreement. If the Party of the One Part transfers, assigns or disposes of such rights and benefits conferred under this

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agreement at any time to anybody, the assignees, transferees and/or the purchasers thereof shall become the members of the Society in respect of the said rights and benefits. The Party of the Other Part will not raise any objection to admit such assignees or transferees as the members of the Society.

25. The Party of the Other Part hereby agrees that in the event of any amount becoming payable by way of premium to the Municipal Corporation or the State Government by way of betterment charges or development charges or if any other deposits or tax of a similar nature becomes payable by the Party of the One Part to any Government body, the same shall be paid by the Party of the Other Part, to the Party of the One Part along with other purchasers in proportion to the area of their respective flats.
26. In case, security deposit is demanded by the Bombay Municipal Corporation for the purpose of giving water connection to the building or for giving the occupation or a completion certificate or otherwise, such deposit shall be payable by all the holders of flats of the building in proportion to the area of their respective flats. The Party of the Other Part agrees to pay to the Party of the One Part such proportionate share of the deposits within 7 days of the demand made by the Party of the One Part, time being of essence. In case no separate amount is collected for this purpose from the various purchasers the Party of the One Part shall deduct such amounts from the deposits received under clause 19 above.
27. The Party of the Other Part shall maintain at his own cost the flat/parking space agreed to be acquired by him in the same good condition, state and order in which it is delivered to him (normal wear and tear excepted) and shall abide by all bye-laws, rules and regulations of the Government, Bombay Municipal Corporation and B. E. S. & T. undertaking and/or other authorities and legal bodies and shall also abide by all bye-laws, rules and regulations of the proposed Society and observe and perform the covenants and conditions of the hereinafore recited Conveyance and shall be answerable and responsible for all breaches and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
28. If for any reason the Party of the One Part shall not get the electric connection for domestic power then the Party of the Other Part shall take the possession of the premises agreed to be purchased by him irrespective of the fact that the domestic connection is not provided to the flat, provided however that

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Party of the One Part shall complete fittings of the domestic power point.

29. The Party of the Other Part hereby agrees to pay all the amounts payable under the terms of this Agreement within seven days of the receipt of notice in writing from the Party of the One Part (time being of the essence of the contract). This will be without prejudice to the right of the Party of the One Part to receive such other payments for which no notice is required to be given.
30. In the event of the Party of the Other Part being a purchaser of only a parking space in the said building and in the event of the Party of the One Part entering into agreements for sale of other parking spaces in the building with other parties, the purchasers of such parking spaces shall not be entitled to become ordinary members of the Society but they will be made only associate members and a permanent right in respect of such parking spaces shall be granted to them.
31. The Party of the Other Part hereby agrees and undertakes to be a member of the Co-operative Society which shall be formed by the Party of the Other Part along with the other purchasers of flats/parking spaces (in which the Party of the One Part shall assist them) and also from time to time sign and execute the application for registration and other papers and documents necessary for the formation and registration of the Society including the bye-laws of the proposed society and shall duly fill in, sign and return all papers within seven days of the same being forwarded by the Party of the One Part to the Party of the Other Part. No objection shall be taken by the Party of the Other Part in that behalf if changes or modifications are made in the bye-laws or the memorandum and articles of association, as may be required by the Registrar of Co-operative Societies or Registrar of Companies as the case may be or any other competent authority. The Party of the Other Part shall from time to time be bound to sign all papers and documents and do all other things as the Party of the One Part may require him to do for safe-guarding the interest of the Party of the One Part and other purchasers of flats/parking spaces in the said building.
32. The Party of the One Part hereby informs the Party of the Other Part that the predecessors-in-title of Messrs. Chetan and others have agreed to provide free of charge four flats or a duplex flat on the top-most floor of the building Abhilasha 'B' together with exclusive rights of terrace of the building Abhilasha 'A' and six covered car parking spaces to Parag Enterprises a tenant of the open land and old structure which

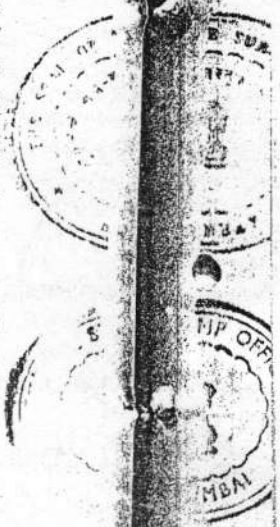
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was standing on the said property as and by way of alternative accommodation to the said Parag Enterprises for surrendering its tenancy rights in favour of the said predecessors-in-title and the Party of the One Part has agreed to provide such alternative accommodation to the said Parag Enterprises, therefore the Party of the Other Part hereby agrees and undertakes that he will not raise any objection to providing such alternative accommodation to Parag Enterprises and will also not object to its becoming member of the Society which will be formed of the various flat/parking space holders. The Party of the One Part further informs that necessary provision regarding rights of the said Parag Enterprises will be made in the Conveyance/Assignment Deed and the Party of the Other Part including other purchasers of premises will not make any objection to the same.

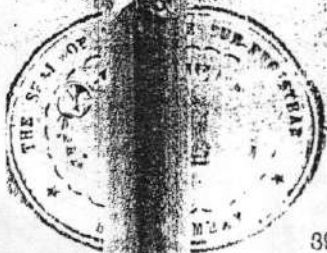
33. The Party of the Other Part hereby covenants to keep walls, partitions, sewers, drains, pipes and appurtenances of the building and premises agreed to be acquired by him in good tenable order, repair and condition and in particular so as to support and protect the parts of the building.
34. The Party of the Other Part shall not be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber, deal with or dispose of or assign the benefits of this agreement or any part thereof to any third party without the consent in writing of the Party of the One Part.
35. The Party of the Other Part shall permit the Party of the One Part and their surveyors or agents with or without workmen at all reasonable times to enter into or upon the flat/parking space or any part thereof for the purpose of repairing or re-building any part of the building, or for the purpose of making, repairing, maintaining, cleaning, lighting and keeping in order and good condition sewers, drains, pipes, cables, water covers, gutters, wires, structures and other conveniences belonging or serving to the building and also for the purpose of laying down, maintaining, repairing and testing gas and water pipes and electric wires and for similar purposes.
36. The Party of the Other Part shall not use the flat/parking space for which the same is not allotted and/or acquired or permitted to be used or for any purpose which may or is likely to cause nuisance or annoyance to the other occupiers of the flats/parking spaces in the building or to the occupiers of neighbouring properties or for any illegal or immoral purposes.
37. The Party of the Other Part will not at any time demolish or cause to be demolished the flat or any part thereof agreed to

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be sold to him nor will he at any time make or cause to be made any additions or alterations of whatsoever nature to the said flat/parking space or any part thereof. The Party of the Other Part will not make any alterations in the elevation and outside colour scheme of the flat/parking space agreed to be purchased by him.

38. After the possession of the flat/parking space is handed over to the Party of the Other Part, if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Municipality or any statutory body, the same will be carried out by the Party of the Other Part in co-operation with the purchasers of the other flats/parking spaces of the building and the Party of the One Part shall not be in any manner liable or responsible for the same.
39. The Party of the Other Part shall not do or permit to be done any act, matter or thing which may render void or voidable any insurance of the said building or cause any increased premium payable in respect thereof.
40. The Party of the Other Part shall not decorate the exterior of his flat otherwise than in a manner agreed to with the Party of the One Part or in the manner as near as may be in which the same was previously decorated.
41. The Party of the Other Part shall not cause or create noise or nuisance to the other purchasers by allowing pounding of condiments or grinding on the masala stone or the like or playing music, radio, T. V. or any other instruments or device in a loud tone so as to cause nuisance or hardship to others.
42. The Party of the Other Part shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from his flat in the compound or any portion of the building.
43. The said building shall be known as "ABHILASHA" 'A' & 'B' and the Co-operative Housing Society or Limited Company to be formed shall bear the same if permitted by the Registrar of Co-operative Societies/Companies and the name shall not be changed without the written permission of the Party of the One Part.
44. Nothing contained in these presents is intended to be nor shall deemed to be a grant, demise, conveyance, assignment or transfer in law of the said premises or the land, hereditments and premises or the building thereon, or any part thereof, to the Party of the Other Part by the Party of the One Part.
- R 45. The Party of the Other Part shall at no time be entitled to demand any separate Deed of Conveyance or any other assu-



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rance by way of title to the said flat/parking space as the necessary Deed of Conveyance and other assurances shall be executed by the Party of the One Part in favour of the Co-operative Society of the entire property and not in favour of individuals.

46. Subject to the provisions contained hereinabove and after the building is complete, ready and fit for occupation and after the Society is formed and all flats/parking spaces in the building have been sold and disposed of by the Party of the One Part and after the Party of the One Part has received all dues payable to it by all the flat/parking space holders etc. the Party of the One Part shall execute a proper Deed of Conveyance or other suitable documents of transfer in favour of such Society. The Party of the One Part shall handover complete account concerning the deposits received by it to the Society and any balance thereof but without any interest.
47. In the event of the Society being formed and registered before the sale and disposal by the Party of the One Part of all the flats/parking spaces in the said building, the power or authority of the Society so formed or of the Party of the Other Part and the purchasers of flats/parking spaces shall be subject to the over-all control and authority of the Party of the One Part in respect of any of the matters concerning to the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Party of the One Part shall have absolute authority and control as regards, the transfer of flats, unsold flats/parking spaces and the disposal thereof and the consideration for which the same shall be disposed of. The Party of the Other Part will have no right to transfer or recognise transfer of any flat or other premises.
48. All letters, receipts and/or notices issued by the Party of the One Part and despatched under certificate of posting to the last known address of the Party of the Other Part will be sufficient proof of receipt of the same by the Party of the Other Part and shall completely and effectually discharge the Party of the One Part from the obligation of the same. For this purpose the Party of the Other Part has given the following address:

APPJESRY Building

Berlemund NO 4

130, Borombay Samachur Road

Bombay 400023.

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49. Any delay or indulgence by the Party of the One Part in enforcing the terms or covenants of this agreement or any forbearance or giving of time to the Party of the Other Part shall not be construed as a waiver on the part of the Party of the One Part of any breach or non-compliance of any of the terms, conditions or covenants under this Agreement nor shall the same in any manner prejudice the right and remedies of the Party of the One Part.
50. All costs, charges and expenses in connection with the formation of the Co-operative Society as well as the cost of preparing, stamping and registering the agreements, deeds of conveyance or any other documents or document required to be executed between the Party of the One Part and/or the holders of other flats/premises including stamp duty, registration charges and professional charges of the Attorneys shall be borne and paid by the Society including the party of the Other Part. The Party of the One Part shall not be liable to contribute any amount towards such expenses.
51. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the rules made thereunder and any other provisions of law applicable thereto.
52. The Party of the Other Part shall in compliance of the provisions of Section 26B AB of the Income Tax Act, 1961 file necessary forms and papers with the Competent Authority under the said Act within the time prescribed therein and shall inform the Party of the One Part accordingly. The Party of the One Part shall sign all such forms and letters as are required to be signed and filed with the said Authority. The Party of the One Part shall not be responsible for any consequences arising from non-compliance of the provisions of the said section. If the Competent Authority under the said Act acquires the said flat/parking space under the provisions of the said Act then and in that event the Party of the Other Part shall be entitled to receive the compensation that may be awarded by the Competent Authority PROVIDED HOWEVER, the Party of the One Part shall be entitled to full sale price (with interest) of the said flat/parking space agreed to be sold hereunder out of the amount of the compensation that may be awarded in respect of the said flat/parking space and the Party of the Other Part shall be entitled to the balance, if any, out of the compensation received from the Competent Authority or the Government.
53. The Party of the Other Part shall lodge this Agreement for registration with the Sub-Registrar of Assurances at Bombay and shall within two days of lodging the same intimate to the Party

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of the One Part the lodgement number of the same to enable the Party of the One Part to admit execution thereof. If the Party of the Other Part will not lodge the agreement for registration, the Party of the One Part will not be responsible for consequences thereof.

54. All costs, charges and expenses including stamp duty and registration charges of this agreement shall be borne and paid by the Party of the Other Part alone.
55. Messrs. Ambubhat & Dwanji, Advocates and Solicitors of the Party of the One Part shall prepare and/or approve, as the case may be, the Conveyance and all other documents to be executed in pursuance of this agreement, as also the bye-laws or the Memorandum and Articles of Association in connection with the formation, registration and/or incorporation of the Co-operative Society or the Limited Company or Association as the case may be. All costs, charges and expenses including stamp duty, registration charges and all other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society or the Limited Company or Association as the case may be, shall be borne, shared and paid by all the holders of flats/parking spaces and holders of other premises of the said building in proportion to the areas of their respective flats.
56. The Party of the Other Part hereby agrees to pay brokerage to Messrs. Neera Housing Agency/\_\_\_\_\_ at the rate of 2% on the total consideration for purchasing the said flat/car parking space.

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

THE SCHEDULE "A" ABOVE REFERRED TO :

ALL THOSE pieces or parcels of leasehold land or ground being sub-divided Plot Nos. G and H containing by admeasurement in aggregate 5050.05 square yards equivalent to 4222.34 square metres or thereabouts situate at Gowalia Tank Road in the City of Bombay and in the Registration District and Sub-District of Bombay City and Bombay Suburban and registered in the Books of the Collector of Land Revenue under Old Nos. 662, 299, 300, 639/505, 144, New Nos. A/3002, 2033, 2039, 11A/2038, 2065, D/2487, 1318 Old Survey No. 62 and New Survey Nos. 1251, 7061, 1-2-3-4A and 8-9-10/7057 and 1-2-3-4-4A/7056, G/7058 and Cadastral Survey No. 530 (part) of Malabar and Cumballa Hill Division assessed by the

Assessor and Collector of Municipal Rates and Taxes under D Ward bearing following Nos.

D-3381	(3A) 46A
D-3668 (I.R.A.)	37-A-A
D-3381	(3C) 46AC
D-3381	(3D) 46AD
D-3381	(1-3) 46D-46H
D-3367	(1C) 9D

and bounded as follows: that is to say on or towards the East by the property belonging to L. P. D'Souza on or towards the West partly by the property belonging to Readymoney Agiary Trust and partly by the property of Charandas Chatturbhui; on or towards the North by the property of Gangadhar Shastri and on or towards the South partly by the remaining property bearing Plot Nos. A, B and C retained by the Vendor and partly by the access road and partly by the property of Dossabai daughter of Feroze Shah Merwanjee and beyond that by the property of Pestonji Kaikhushru Banaji.

THE SCHEDULE "B" ABOVE REFERRED TO :

ALL THAT piece or parcel of freehold land or ground admeasuring 466 squares yards equivalent to 389.68 square metres or thereabouts situate at Gowalia Tank Road without the Fort and in the Registration Sub-District of Bombay registered in the books of the Collector of Land Revenue under Old Nos. 144, New No. 1318, Old Survey No. 53, and New Survey No. 3/7056 and Cadastral Survey No. 530 of Malabar and Cumballa Hill Division and bounded as follows that is to say on or towards the East by the property of Louis P. D'Souza on or towards the West and South by the property firstly described in the Deed of Assignment and Conveyance dated 16th July 1984 and on or towards the North by the property thirdly described in the Deed of Assignment and Conveyance dated 16th July 1984 with all the buildings and messuages standing thereon and assessed by the Collector and Assessor of Municipal Rates and Taxes under D Ward formerly under No. 3381 (7-A) and 3387 (1C) and Street Nos. 38 and 9D and now under D Ward Nos. 381 (1-2-3), Street No. 46-46H Ward No. 3381 (3A), Street No. 46AC Ward No. 3381 (3D), Street No. 46AD, 3381 (7A), Street No. 42-44-46-46A Ward No. 3381 (7B), Street No. 46B Ward No. 3381 (7C), Street No. 46C Ward No. 3384-85, Ward No. 3387 (10) Street No. 9D.

THE SCHEDULE "C" ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, redecorating etc. of the buildings and in particular the roof, gutters, water pipes, gas pipes and electric wires in, under or upon the buildings and enjoyed or used by the Party of the Other Part in common with the other occupiers of the premises.



2. The expenses of maintaining main entrances, passages, landings, staircases, compounds and terrace etc. of the buildings.
3. The Insurance premium payable to safeguard the loss resulting from leakage of terrace of wing A & B.
4. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building, so enjoyed or used by the Purchasers in common with others.
5. The cost of decorating the exterior of the buildings.
6. The salaries of clerks, bill collectors, watchmen and sweepers etc.
7. The cost of operating and maintaining lifts, lights and other services.
8. Municipal and other Government taxes.
9. Maintenance of common access.
10. Maintenance of the garden and all infrastructure.
11. Such other expenses as are necessary or incidental to the maintenance and up-keep of the buildings.

SIGNED SEALED AND DELIVERED )  
 by the withinnamed Party of the )  
 One Part MESSRS. CHETAN )  
 ASSOCIATES, in the presence of. )

MESSRS. CHETAN ASSOCIATES  
 PARTNER.  
*[Signature]*

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SIGNED SEALED AND DELIVERED )  
 by the withinnamed Party of the )  
 Other Part SHRI/SMT./KUM. )

*Shri/Smt. K. Umhata*

in the presence of.

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Exhibit 'A'

**MESSRS AMBUBHAI & DIWANJ**  
 ADVOCATES, SOLICITORS & NOTARIES

Lentin Chambers, Dalal Street,  
 Fort, BOMBAY-400 023.

TO WHOMSOEVER IT MAY CONCERN.

Re : Sale of immoveable property being partly leasehold and partly freehold containing by admeasurement 4612.02 square metres or thereabouts situate at August Kranti Marg (Gowalia Tank Road) in the City of Bombay bearing C. S. No. 530 (part) of Malabar and Cumballa Hill Division.  
 Shreedevi Shripal Patil

to

Mafatlal Sanwelchand Bafna and ors.  
 popularly known as Chetan and ors.

THIS IS TO CERTIFY that by an Indenture of Assignment and Conveyance dated 16th July 1984 and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1699 and made between Shreedevi Shripal Patil as the Vendor of the First Part, Mafatlal Sanwelchand Bafna carrying on business in the firm name and style of Messrs. Chetan Enterprises as the sole proprietor of the Second Part and the said Mafatlal Sanwelchand Bafna and 15 others popularly known as Chetan and others as the Purchaser of the Third Part, the said Chetan and others purchased the above mentioned property from Shreedevi Shripal Patil and the said property has now been duly vested in Chetan and others.

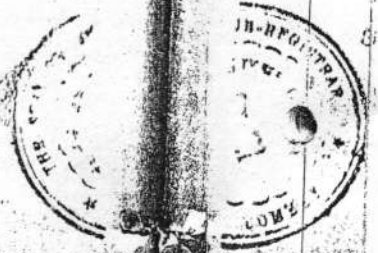
Thereafter (1) Shri Dharnidhar Khimchand Shah, (2) Shri Sanwelchand Chunilal Bafna, (3) Shri Mafatlal Sanwelchand Bafna, (4) Smt. Lilavati Dharnidhar Shah, (5) Smt. Bhagudevi Sanwelchand Bafna, (6) Smt. Kamla Mafatlal Bafna, (7) Sanwelchand Chunilal Bafna, as Karta and Manager of his HUF and (8) Shri Mafatlal Sanwelchand Bafna as the Karta and Manager of his HUF agreed to carry on business in partnership with each other inter alia for development of the said property by constructing and completing buildings thereon and selling, and/or otherwise disposing off the flats and other premises on ownership basis or otherwise in the firm name and style of Messrs. Chetan and others and for the purpose of carrying on the said business the aforesaid parties admitted (1) Shri Kantilal Achlaji Shah, (2) Shri Prithviraj Ghewarchand Seth and (3) Smt. Nirmala Ramesh Bhimani as partners with them and all the aforesaid parties agreed to admit the minors namely (1) Master Manish Dharnidhar

Shah, (2) Master Rajendra Sanwelchand Bafna, (3) Miss Rekha Mafatlal Bafna, (4) Miss Vidhya Mafatlal Bafna, (5) Miss Renuka Mafatlal Bafna, (6) Miss Namita Mafatlal Bafna, (7) Master Kailash Mafatlal Bafna and (8) Master Chetan Mafatlal Bafna to the benefits of the said partnership upon the terms and conditions contained in the said Deed of Partnership dated 22nd October 1984. By and under the said Deed of Partnership the aforesaid parties of the First to Eighth parts and the aforesaid minors who have been admitted to the benefits of the said partnership have brought into the said partnership their undivided share, right, title and interest in the said property as and by way of their respective capital contribution in kind by way of stock-in-trade. In the circumstances the said property has now become vested in the said partnership firm of Messrs. Chetan and others.

THIS IS TO CERTIFY that we have investigated the title of the said partnership firm of Messrs. Chetan and others to the above property and in our opinion the title to the said property is marketable and free from encumbrances.

Dated this 29th day of June 1985.

For M/s. Ambubhai & Diwanji  
Partner  
(P. N. Nanavati)  
Advocates and Solicitors.



## EXHIBIT "B"

LIST OF SPECIFICATIONS AND AMENITIES OF  
THE BUILDING

1. MAIN ENTRANCE : The pillars of the main entrance will be clad with granite and brass name plate of the building will be put on granite with decorative lights.
2. COMPOUND : The compound of the building will have walls, flower beds. Ashoka trees, Gulmohar trees and other trees all along.
3. GARDEN : An amusement park for kids and lawn for elders. A fountain and pedestal lights will make the garden more attractive.
- SECURITY & INTER-COM. : R. C. C. booth for security personnel will be provided with inter-com. arrangement with each flat.
5. LOBBY : Entrance hall of the building will be decorated with aesthetia combination of granite, marble, smoke mirrors and other like material. Brass name plates of flat owners will be put on selected granite. Indoor foyer will also have plants to beautify the same.
6. SOCIETY OFFICE : An office for managing the affairs of the Society with independent w.c. for staff.
7. ARRANGEMENT FOR SERVANTS : Separate arrangement for w.c. and bath will be made for domestic servants.
8. VISITORS' PARKING : Facility to park visitors cars will be provided separately.
9. PUBLIC PHONE : Attempt will be made to provide a public telephone in the compound of the building.
10. CAR WASHING : Arrangement will be made for washing of cars and cleanliness of the place.
11. GARBAGE REMOVAL : A chute will be provided for sending down garbage to garbage well and provision for cleanliness of the same.



R

D  
Dm

12. TV, VCR & TELEPHONE : A common antenna will be provided for televisions of flat-holders and a common VCR will be provided with cable facility to display pictures and programmes to all flat-holders. Telephone wire and Junction Box will be given at every landing.
13. LIFTS : Two decorative automatic high speed lifts with piped music for each wing of the building.
14. FIRE-SAFEGUARD : Fire fighting equipments of good quality with fire signal light will be provided.
15. LIGHTENING ARRESTOR : Lightening arrestor to protect the building will be put up.
16. PIPE FITTINGS : Cast iron pipes for downtake of drainage water will be used and will pass through duct.
17. TERMITE TREATMENT : Anti-termite treatment will be given while laying down foundation of the building to safe-guard the same against risk of white-ants.
18. ILLUMINATION OF THE BUILDING : The entire complex will have concealed copper wiring linked with three phase meters and miniature circuit breakers.
19. EXTERNAL PAINTING AND APPEARANCE : Outside portion will be painted by Epoxy Santex.
20. STAIRCASE DADO : The side and faces of staircase will have 5' dado and covered with Ventex, the top of which will be beaded by teak wood.

## II. AMENITIES INSIDE THE FLATS

- A. LIVING ROOM : (1) Its main door will be in G. P. teak wood panel type and fitted with brass hinges and will be polished with french polish and have automatic lighting arrangement. The door will have a peep eye of Japanese make, main handle and

hole-drop of brass, a letter-box, Godrej night latch. Inside of the door will have brass handles, safety chain and tower bolt.

(ii) Marble flooring and skirting.

(iii) Two fans, four light points, one A.C. point, one 5 AMPs plug point on board and another on required level.

B. BED-ROOMS

(i) Flooring & skirting will be of marble mosaic tiles.

(ii) Doors will be flush doors with both sides veneer and french polish and have mortis locks. All fittings will be of brass. One fan in each bed-room.

(iii) Three light points, one 5 AMP point at Board, another at required level and one point for A.C.

C. KITCHEN

(i) Flooring and skirting will be of marble.

(ii) Cooking platform and paniyara will be of granite. A marble shelf will be provided under the platform and glazed tiles in screen design upto 2' 6" will be provided on the wall above marble. The sink will be of stainless steel. A loft for storage and a boiler for hot and cold water supply on tap. Concealed copper wiring with provision for one fan point, one refrigerator point, one cooking range point, one flour mill point, two light points and two 5 AMP plug points.

D. TOILETS

Flooring will be of marble and walls upto ceiling will be covered by screen tiles of 4" x 4" size.

Boiler with a thermostat to ensure supply of hot and cold water continuously.

R

AD  
Dm

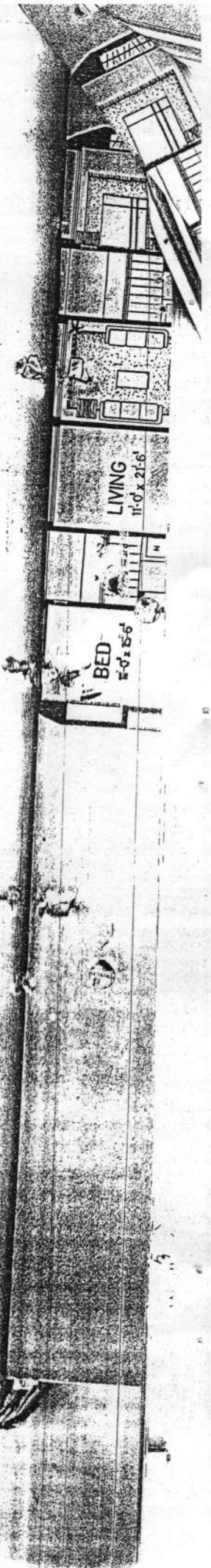
Water pipes will be concealed in the walls. An attractive wash basin, mirror, soap tray, towel rod and small cup board will be additional facilities.

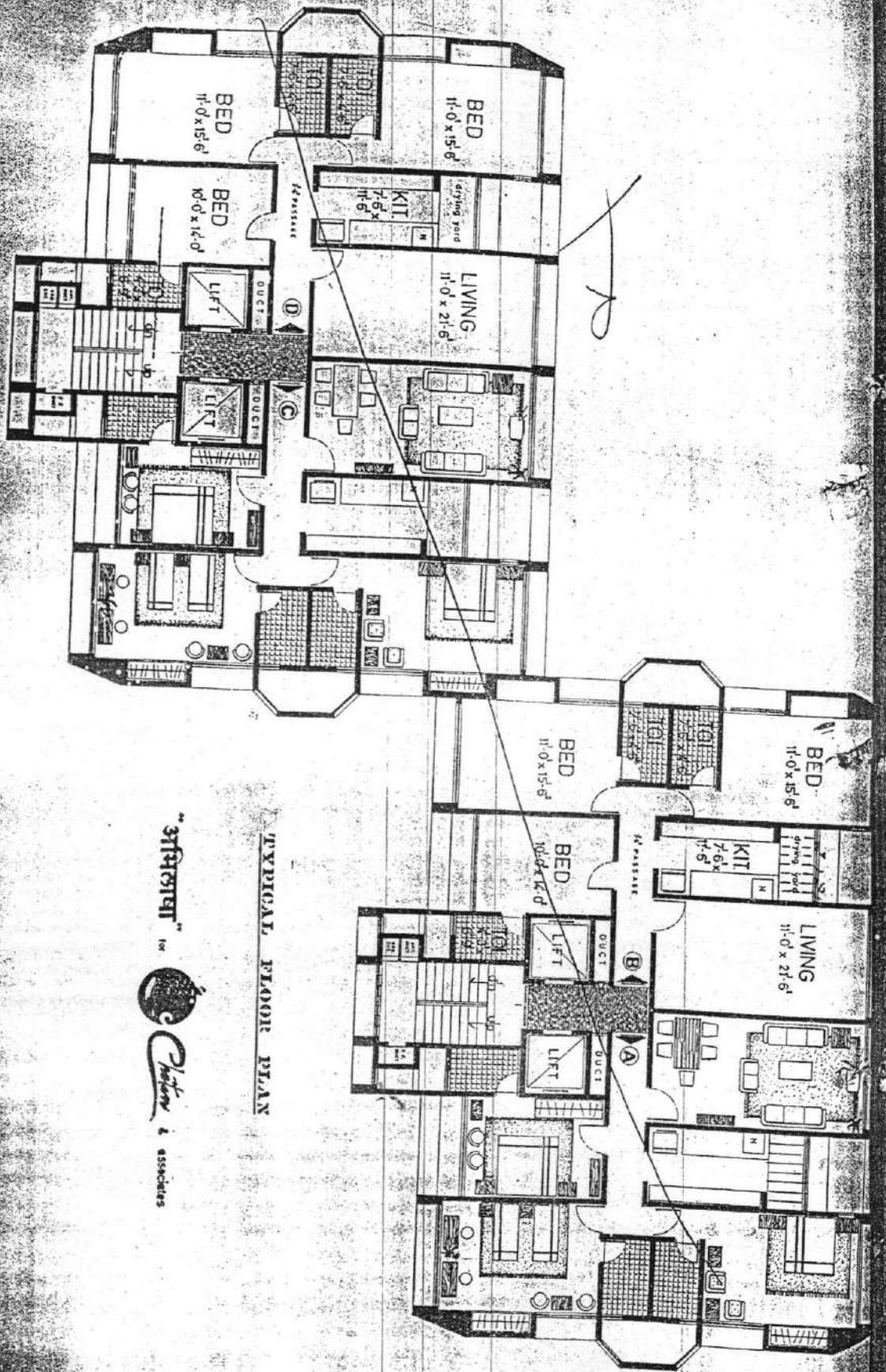
English w.c. will be either couple closet type or w.c. with a seat and flush valve. An R. C. C. loft will be provided for additional storage capacity.

Electric fitting in copper wiring will be of concealed type, and two light points and one 5 AMP point on the switch board will be provided.

**DOORS & WINDOWS :** Bed rooms and kitchen doors will be of flush type and have veneer on both the sides and finished in french polish. Toilet doors will be of Marine ply flush door and fitted with brass baby latches and handles and will also have Aluminium shoes at the bottom to resist natural wear and tear.

Low level windows will be of aluminium sliding type and will have Aluminium railings. All windows will be provided with marble sills.



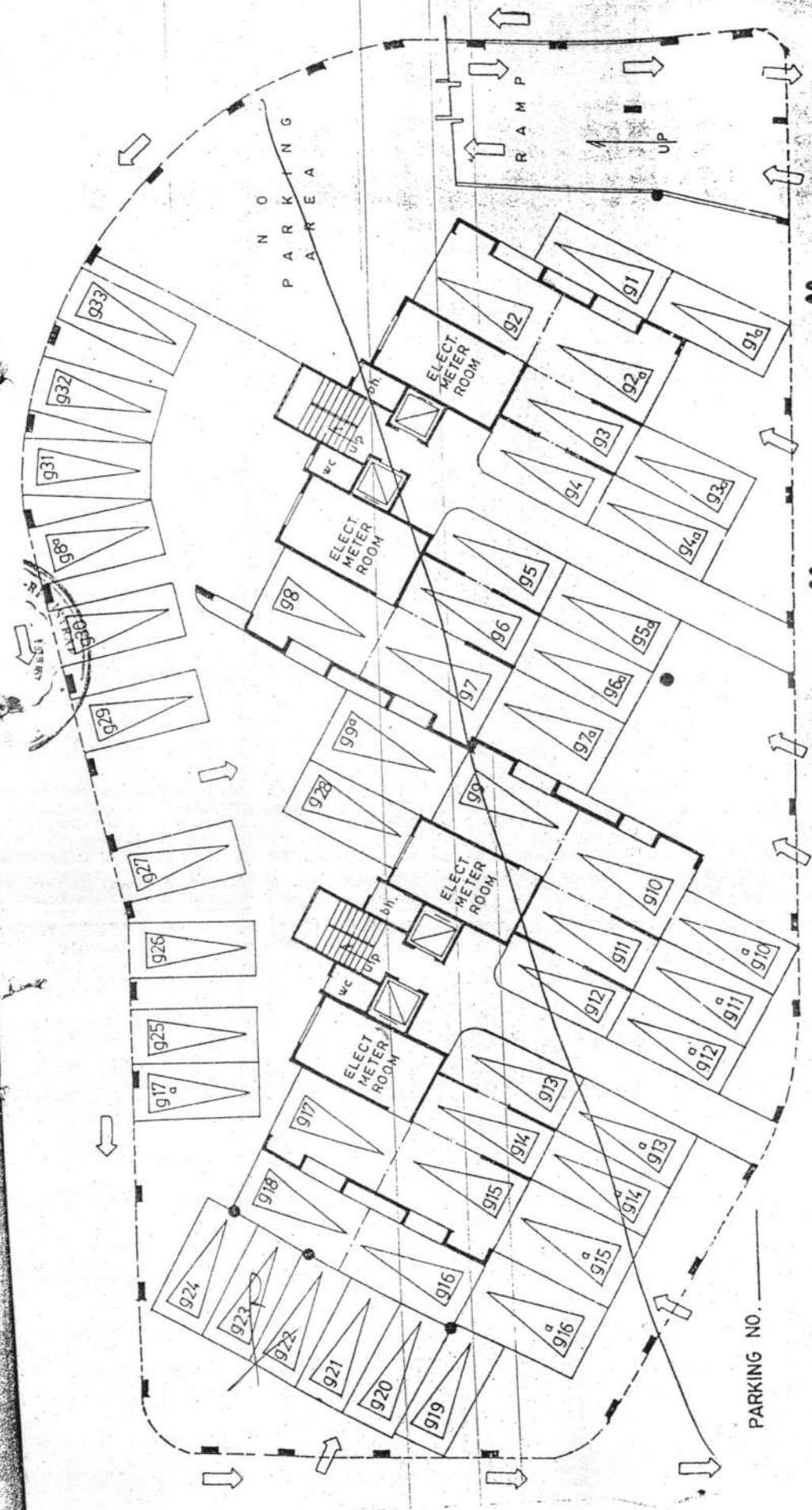


TYPICAL FLOOR PLAN

"अभिजात"™  
  
 Chatterjee & Associates

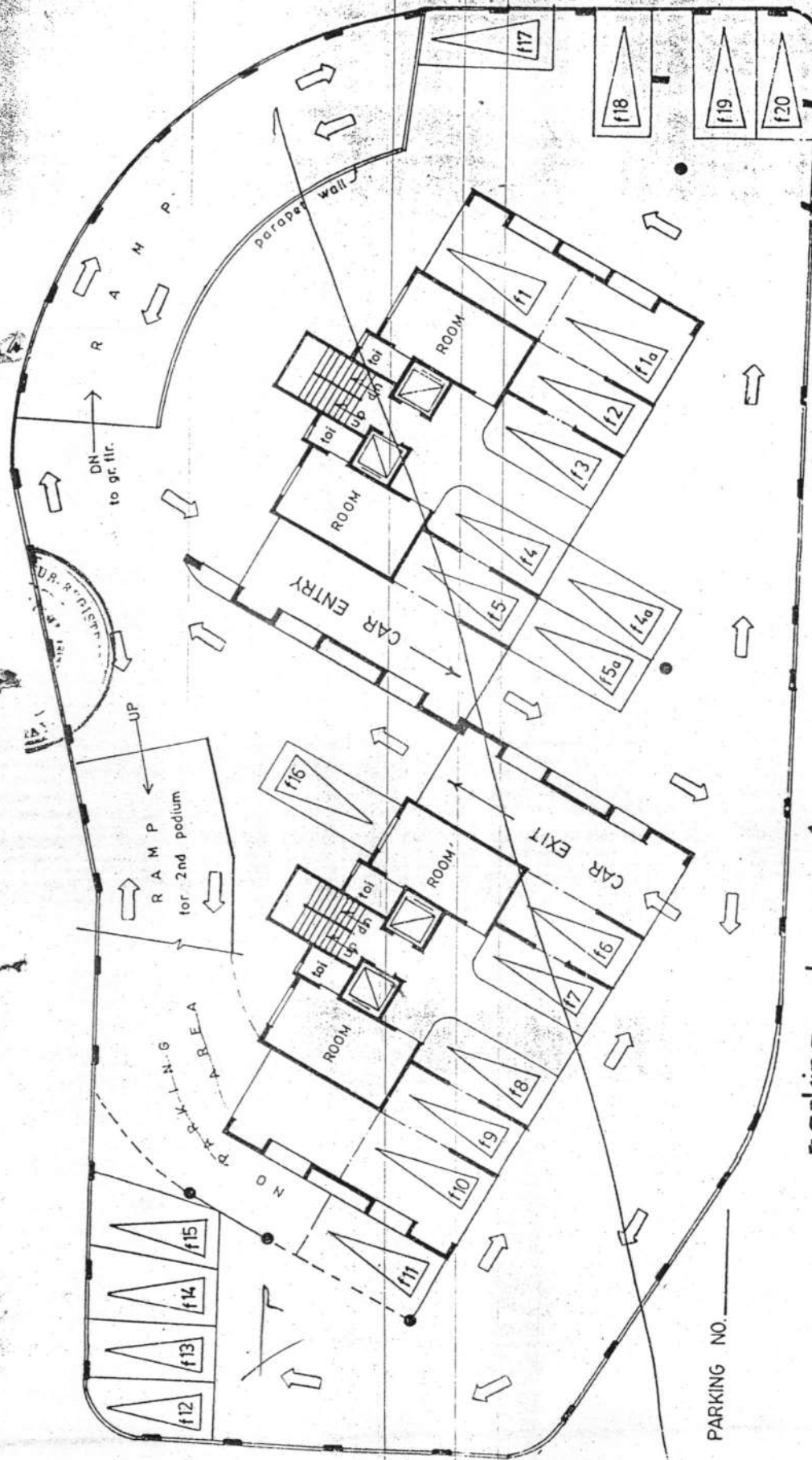


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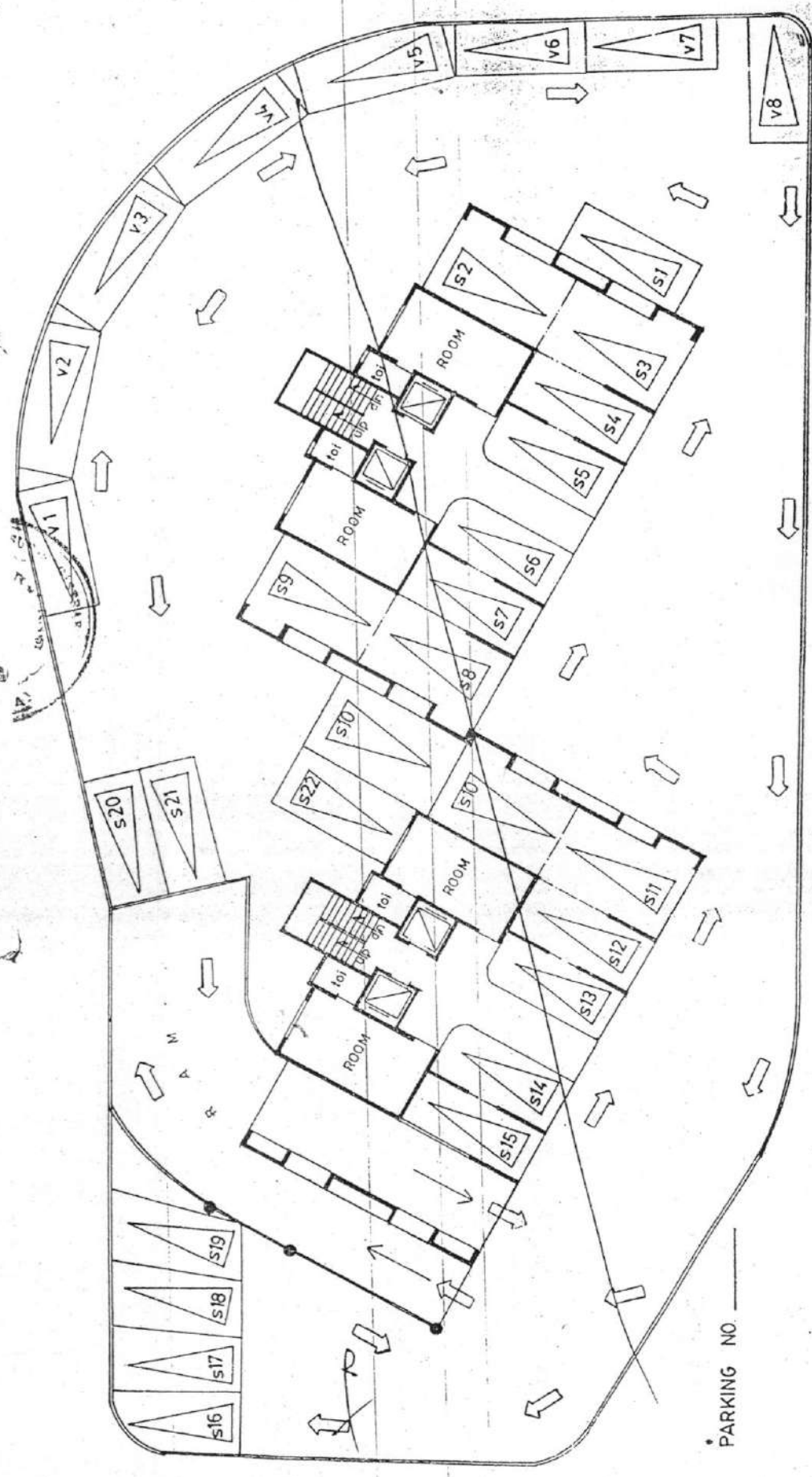
parking plan for gr. floor in "ABHILASHA"

PARKING NO. —



parking plan for 1st podium in "ABHILASHA"

PARKING NO. \_\_\_\_\_



parking plan for 2nd podium in "ABHILASHA"

PARKING NO. \_\_\_\_\_

bcl

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

MESSRS. CHETAN ASSOCIATES  
AND

SHRI/SMT./KUM. \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE OFFICE,  
RESIDENCE.

AGREEMENT FOR SALE IN RESPECT OF  
FLAT NO. \_\_\_\_\_ ON THE \_\_\_\_\_  
FLOOR AND CAR PARKING SPACE  
NO. \_\_\_\_\_ ON THE \_\_\_\_\_ FLOOR  
OF THE BUILDING KNOWN AS  
"ABHILASHA" 'A-B' AT 46, AUGUST  
KRANTI MARG BOMBAY-400 036

MESSRS. AMBUBHAI & DIWANJI

ADVOCATES & SOLICITORS  
LENTIN CHAMBERS, 2ND FLOOR,  
DALAL STREET, FORT,  
BOMBAY-400 023

CREATIVE PRINT PACK PHONE 4227509