

1613

Shop No. 1613

16/8
THE NEW AAKRUTI

CO-OPERATIVE HOUSING

SOCIETY LIMITED

(Registered under M.C.S. Act 1960) (Registration No. (N.C.) 6187 and Date 20/2/92)

No. 35

Authorised Share Capital Rs. 250/-

Divided into 5 (FIVE) Shares each of Rs. 50/- only

Member's Register No. 35

THIS IS TO CERTIFY that Shri / Smt. SHREE RAM AGENCIES

of _____ is the Registered Holder of [FIVE] Shares from No. SEVENTY - ONE
ONE HUNDRED
to SEVENTY FIVE of Rs. 250/- [TWO HUNDRED FIFTY ONLY]

in THE NEW AAKRUTI

CO-OPERATIVE HOUSING SOCIETY LTD.

MATHURADAS ROAD

subject to the Bye-laws of the said Society and that upon each of

such Shares the sum of Rupees Fifty has been paid

GIVEN under the Common Seal of the said Society at _____ this FOURTEEN

day of AUGUST 1992

Chairman

Hon. Secretary

Member of the Committee

P. T. O.

SHOP 16 B

B/A4/6480/08

shop 16/B

अकृति

AAKRUTI

APARTMENTS

MATHURADAS ROAD, KANDIVLI (WEST),

BOMBAY - 400 067.

Customer's Copy

THE KAPOL CO-OP BANK LTD.
FRANKING DEPOSIT SLIP

Branch **MALAD** Date **07/08/09**

Pay to Acct. Stamp Duty **5199**

Frinking Value Rs **100/-**

Service Charges Rs **10/-**

TOTAL Rs **110/-**

Name of the person for whom stamp duty is impressed
M/S SHREE RAM AGENCIES

Name & Address of the Stamp duty paying party
M/S SHREE RAM AGENCIES
SHOP 16/B Mathuradas Rd Kandivali

Tel. / Mobile No. **9819743195**

DD / Cheque No. **Cash**

Drawn on Bank _____

(For Bank's Use only)

Trans ID **03 AUG 2009 A254** Rs _____

PL-546 Rs _____

Frinking Sr. No. _____

Cashier **249215** Officer _____

DOCUMENT DELIVERED



DECLARATION

Sub.: Agreement dated 25th January, 1988.

M/S. SHREE RAM AGENCIES, a Partnership Firm, having address at Shree Ram House, 94, Swami Vivekanand Road, Kandivali (West), Mumbai - 400 067.

We, **M/S. SHREE RAM AGENCIES**, a Partnership Firm, having address at Shree Ram House, 94, Swami Vivekanand Road, Kandivali (West), Mumbai - 400 067, do hereby solemnly declare, swear and say as follows :

We say that we {through one of our Partner – Mr. Manoj Harishchandra Chandgothia (now retired)} have entered into a Agreement dated 25th January, 1988 with **THE BUILDERS – M/S. SURYARAJ BUILDERS**, for acquiring Shop No.16-B, on Ground Floor, in the building known as **AKRUTI APARTMENTS** (now of **NEW AKRUTI CO-OP. HSG. SOC. LTD.**) situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, and for the consideration amount of **Rs.1,70,000/- (RUPEES ONE LAKH SEVENTY THOUSAND ONLY)** as mentioned therein and on the terms and conditions therein.

[Handwritten signature]

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२४९०१९
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For THE KAPOL CO-OP BANK LTD.

Authorized Signatory

The Kapol Co-operative Bank Ltd.
Malad Branch Kapol, Malad,
Kandivali Road, Mumbai-400 064.

श्री ४९२१५
137104
SPECIAL REGISTER
AUG 03 2009
INDIA
STAMP DUTY MAHARASHTRA
R/0001001-PB5501
17:39

We say that we have paid the full consideration of Rs.1,70,000/- (RUPEES ONE LAKH SEVENTY THOUSAND ONLY) to the said **THE BUILDERS**.

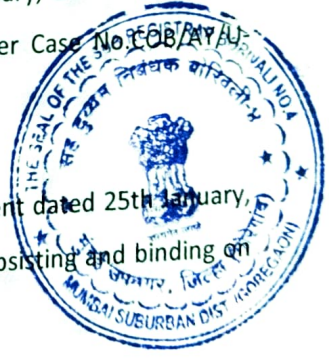
We state, declare and confirm that the said **THE BUILDERS** put us into quiet, vacant and peaceful possession of the said Shop No.16-B.

We state, declare and confirm that the said Agreement dated 25th January, 1988 is still in force and valid and the terms and conditions are binding on us.

We state and declare that the Executor Partner viz. MR. MANOJ HARISHCHANDRA CHANDGOTHIA retired from the firm w.e.f. 01.04.1991 and instead MR. ASHISH HARIDHYAN CHANDGOTHIA was admitted as the Partner – Copy of change in constitution of Partnership firm certified by the Registrar of Firms, Mumbai is attached herewith as Annexure. We have attached an affidavit (duly stamped, executed and notarized on 28.07.2009) stating the above mentioned fact.

We further state and declare that after execution of the said Agreement dated 25th January, 1988 the same remained to be lodged for registration before the Sub-Registrar of Assurances as provided under the Indian Registration Act, 1908 and admit the execution thereof. The aforesaid Agreement dated 25th January, 1988 is now duly stamped with the Collector of Stamps, Borivali, Mumbai, under Case No. COB/AY/12/6480/2008 dated 29.07.2009.

We, therefore, state, declare and confirm that the said Agreement dated 25th January, 1988 between the said **THE BUILDERS** and ourselves is valid, subsisting and binding on us.



We, therefore, now desire to lodge it for registration, admit execution thereof and to ratify and confirm the execution thereof with the office of the Registrar/Sub-Registrar of Assurances, on the same terms and conditions note out therein and ratify and confirm and agree to abide by the same and every part thereof as if the said Agreement dated 25th January, 1988 is duly registered under the Registration Act, 1908 and shall take effect in all respect thereto as if the parties thereto have been appeared before the Sub-Registrar of Assurances and admit the execution in time.

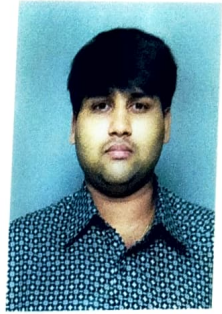
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SCHEDULE OF THE PROPERTY

Shop No.16-B on Ground Floor admeasuring 310 sq.ft. Built-up area, in the building known as AKRUTI APARTMENTS of NEW AKRUTI CO-OP. HSG. SOC. LTD., situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, constructed on all that piece and parcels of land bearing C.T.S.No.108 of Village : Malad (North), Taluka : Borivali, in Mumbai Suburban District. The Building consists of Ground plus 4 (four) upper Floors without Lift and year of construction of the Building is 1979.

Whatever stated herein above is true and correct.



Solemnly Affirmed at **MUMBAI**)

This 02nd of **AUGUST, 2009**)

M/S. SHREE RAM AGENCIES)

Through its Partner)

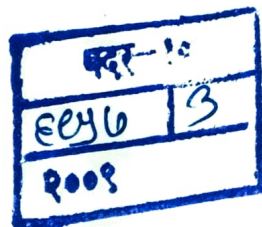
MR. ASHISH HARIDHIYAN CHANDGOTHIA)

In presence of HARISH B. THAKKAR)
H.P. Mullick

(Handwritten signature)



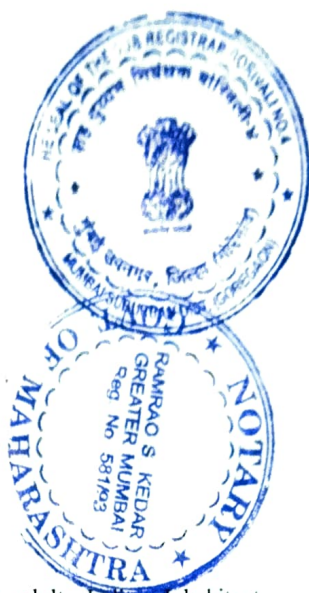
DECLARANTS





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AFFIDAVIT



I, ASHISH HARIDHIYAN CHANDGOTHIA, an adult, Indian Inhabitant, residing at Shree Ram House, 94, S. V. Road, Kandivli West, Mumbai-400067 do hereby state and declare on solemn affirmation as under:

[1] I say that I am the present partner of M/s. Shree Ram Agencies having its registered office previously at Shree Ram House, 94, S. V. Road, Kandivli West and presently at Shop No. 16/A, Akruti Apt., Mathuradas Road, Kandivli West, Mumbai-400067.

[2] I say that the shop No. 16/A, Akruti Apt., Mathuradas Road, Kandivli West, Mumbai-400067 of the partnership firm of M/s. Shree Ram Agencies was purchased under an agreement for sale dated 26th January, 1988 from M/s. Suryaraj Builders having their office at B/4, New Chandrodaya, Bhanushali Lane, Ghatkopar Mumbai-400077 on the terms and conditions and for the consideration more particularly described in the said agreement executed by Manoj Harish Chandra Chandgothia, the then partner of M/s. Shree Ram Agencies.

[3] I say that the said agreement for sale dated 26.01.1988 was not stamped and registered by the firm M/s. Shree Ram Agencies inadvertently and as such the same was lodged for registration and payment of stamp duty under amnesty scheme 2008 vide case No. COB/AY/U2/6478 declared by Govt. of Maharashtra.

[4] I say that the constitution of the said partnership firm M/s. Shree Ram Agencies was changed and the said executor Manoj Harishchandra Chandgothia retired from the firm with effect from 1st April, 1991 and I joined the firm on and from 1st October, 1992 as the partner as reflected in the certified copy issued by the Registrar of Firms in this regard and the certificate dated 29.12.2008 issued by Chartered Accountants A. P. Ruparella & Associates [copy attached].

[5] I say that under the circumstances, Manoj H. Chandgothia, the executor of the said agreement for sale dated 26.01.1988 on behalf of partnership firm has retired from the firm and no longer the partner in the said firm.

For Kapol Co-op. Bank Ltd.
1st Floor, Mathuradas Road,
Kandivli (W), Mumbai-400 067.
D.S./T.M.V.C. R. 106/100/05-2001-2004

Notarised Signature

श्री ००८०८
१४६६१

SPECIAL
ADHESIVE
JUL 27 2009

Handwritten signature at the bottom of the page.



[6] The said agreement for sale dated 26.01.1988 has now been stamped under the said Amnesty Scheme, 2008 and ready for registration. However, the registration department has asked for the presence of the executor, the said Manoj Harishchandra Chandgothia at the time of registration of the said agreement under the Amnesty Scheme, 2008.

[7] I say that the said Manoj Harishchandra Chandgothia executed the said agreement for sale dated 26.01.1988 as the partner of M/s. Shree Ram Agencies and not in his individual capacity. Since the said Manoj H. Chandgothia has retired from the firm in 1991, he has refused to put his signature for the purpose of registration on behalf of the partnership firm of M/s. Shree Ram Agencies now after his retirement as per Partnership Act.

[8] I am therefore making this affidavit for submitting the same to the registering authority to bring the said facts on their record and to allow me to register the said agreement on behalf of the firm under the provisions of law.

What is stated hereinabove is true and correct and I believe the same to be true.

Solemnly affirmed at Mumbai]

On this 26th day of July 2009.]

Explained & identified by me,

Before me.



BRIHANNIBHAI MAHARAJARPALEKA

NO.0E/3393/DSII/AR

(5)

TO:

Sbri A.V.Vora & Associates,
105, Atlanta Nariman Point,
Bombay-400 021.

4 AUG 1987

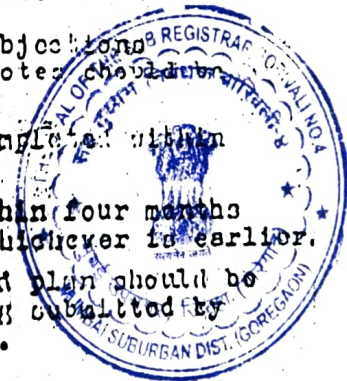
Sub : Permission to occupy the completed bldg.
on plot bearing C.T.S.No.108, Mathuradas
Road, Kandivalli(W)

Ref : Your letter No.397/87/3099 dt.10.6.87.

Sir,

By direction, I have to inform you that the permission to occupy the completed portion of Ground + 4th upper floors, shown by you in the red colour in the plans submitted by you on 10.6.87 is hereby granted. Please note that this permission is without prejudice to action under section 353A/471 of B.M.C.Act and subject to following conditions :

1. That the certificate u/s 270A of B.M.C.Act shall be obtained from A.E.W.W.R/South and a certified copy of the same shall be submitted to this office.
2. That all the Intimation of Disapproval objections including B.C.C.refusal conditions and notes should be duly complied with.
3. That all the remaining work should be completed within one year hereof.
4. That the society shall be registered within four months from the date hereof or before B.C.C., whichever is earlier.
5. That the addl. bathroom shown in approved plan should be constructed as per registered undertaking submitted by your client after the court case is over.



Yours faithfully,

Executive Engineer Bldg. Prop.(WS)'R'

COPY to: 1. OWNER - Devraj - B. 20 mi
 2. A.E.V. 3. A.E.W.W.R/S 4. A.A. & C.R/S
 5. A.H.S.R. III. 6. M.C.R/S 7. Dy. C.E. (D.P.)

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4090 99
2008

Ex. Engr. Bldg. Prop.(WS)'R'

28.7.

9e

दस्त क्र. (बदर-10/8957/2009) चा गोषवारा
दस्त क्र. 1 मोबदला 2 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक : 06/08/2009 03:09 PM

दस्तावजाचा दिनांक : 03/08/2009

दस्त हजर करणाऱ्याची सही

दस्ताचा प्रकार : (64) घोषणा पत्र

शेवका क्र. 1 ची वेळ : (सादरीकरण) 06/08/2009 03:09 PM

शेवका क्र. 2 ची वेळ : (फी) 06/08/2009 03:17 PM

शेवका क्र. 3 ची वेळ : (कबुली) 06/08/2009 03:18 PM

शेवका क्र. 4 ची वेळ : (ओळख) 06/08/2009 03:18 PM

दस्त नोंद केल्याचा दिनांक : 06/08/2009 03:18 PM

पावती क्र. 5966 दिनांक 06/08/2009
पावतीचे वर्णन
नांव. श्री राम एन.सी. व. व. मागास व. व. व.
हरीघ्यान चौदगाटिया

4850 नोंदणी फी
900 नककल (अ. 11(1)) पर्याय (अ. 11(2))
(अ. 11(2)).
रुजवात (अ. 12) व छायाचित्रण (अ. 12)
एकत्रित फी

5750: एकूण

दु. निबंधकाची सही, सह दु. नि. का. बोरीवली 4

ANNEXURE NOT REGISTERED.

ओळख :
श्रीलाल इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
त्यांची ओळख पटवितात.

हरीश आर टक्कर, घर/फ्लॅट नं: डी -5/15

वस्ती/रस्ता: -

शहरातील नाव: भाद्रण नगर

दस्त नं: -

वसाहत: -

शहर/गाव: मालाड प मुं

मुद्रांक: -

मूल्य: 64

विजयकुमार- पटेल, घर/फ्लॅट नं: -

वस्ती/रस्ता: वरीलप्रमाणे

शहरातील नाव: -

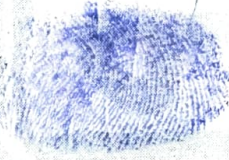
दस्त नं: -

वसाहत: -

शहर/गाव: -

मुद्रांक: -

मूल्य: -



निबंधकाची सही
दु. नि. का-बोरीवली 4

प्रमाणित करण्यात येते की, या
दस्तामध्ये एकूण ४६ पाने आहेत

बाह. दुय्यम निबंधक बोरीवली-क्र. 4
मुंबई उपनगर जिल्हा



बदर-१०/६९५७/२००९

पुस्तक क्रमांक १, क्रमांकवर
नोंदला.

दिनांक :

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09/07/09

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B No 392 of 190



Certificate s/A 41 of the Bombay
Stamp Act, 1958.
No. A/S/201/100/08
Office of the Collector of Stamps
Date: 27.7.09

Received from Shri Shree Ram Agencies
resident of 15 Thirya fire Howard Sam Kund
Insufficient Stamp duty of Rs. 35.25/-
and challan No. 10 dated 19.7.09
chargeable under article 25(c)
of schedule I of Bombay Stamp Act, 1958
Certified under Section 41 of the Bombay
Stamp Act, 1958 that the proper duty of
Rs. 35.25/- and penalty Rs. 100/-
under article 25(c) of schedule I have
been paid in respect of this instrument.

This certificate is subject to the provisions
of section 53-A of the Bombay Stamp
Act, 1958.

ANNEXURE NOT REGISTERED.

Place Bombay
Date 27.7.09

Collector of Stamps
Bombay



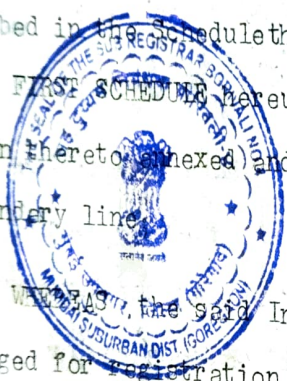
A G R E E M E N T

THIS AGREEMENT made at Bombay this 25th
January in the Christian Year One thousand Nine
Hundred Eighty eight; BETWEEN M/s. SURYARAJ BUILDERS
(KANDIVALI), a Firm having its Office at B-4, New
Chandradaya, Bhanushali Lane, Ghatkopar, Bombay-400 077,
hereinafter called "THE BUILDERS" (which expression
shall unless it be repugnant to the context or meaning
thereof be deemed to include the Partner or Partner
the said Firm for the time being and the successor or
successors of them and the heirs, executors and admini-
strators of the last surviving Partner) of the First Part
and Mr./Mrs./Messrs. Shree Ram Agencies
94- S.V. Road, Kandivalli (West) Bombay-400 067
at present residing at/carrying on business at ...

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hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof deemed to include his/her heirs, executors and administrators) of the Second Part;

WHEREAS by an Indenture of Conveyance dated 30th April, 1979 made between Goswami Vithaleshrai ji Wageshlalji Maharaj, therein called "The Vendor" and the Builders herein/therein called The "Plot Purchasers", whereby the Vendors therein did for the consideration mentioned therein convey, transfer, assign and assure unto the Builders herein, a Piece or Parcel of Land or Ground lying and being at Kandivali and more particularly described in the Schedule thereunder, which is the same as the FIRST SCHEDULE hereunder written AND shown on the plan thereto annexed and surrounded by red coloured boundary line



AND WHEREAS the said Indenture of Conveyance has been lodged for registration with the Sub-Registrar of Assurances of Bombay under Serial No. S-1225 on 30th April, 1979;

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AND WHEREAS by an Indenture of Lease which is proposed to be made hereafter between The Builders herein/therein called the Lessors and Smt. Vijaya Vadilal Shah and Indira C. Vora therein called the Lessees, whereby the portion of the property will be demised unto the said Lessees with the right of way from Mathuradas Road to the said Plot of Land on the terms and conditions and covenants set out therein, (A draft of the said Indenture of Lease is settled between the parties) which is seen and accepted by the

Bombay under Serial No. _____
AND WHEREAS the Builders have submitted and got sanctioned
the Plans by the Municipal Corporation of Greater Bombay
for the construction of the building or buildings thereon;

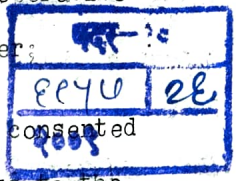
AND WHEREAS the Builders have started the construction
of the building known as "AAKRUTI APARTMENTS" of the
ground and four upper floors as per the Plans sanctioned
by the Municipal Corporation of Greater Bombay under
No. _____;

AND WHEREAS the Title Certificate in respect of the said
property has been issued by M/s. Shah & Sanghavi
Advocates & Solicitors

hereto annexed and marked EXHIBIT "A";



AND WHEREAS the Builders have furnished a copy of the
said Conveyance dated 30th April, 1979 and such other
documents and papers as may be necessary to the Purchaser/s
under the provisions of the Maharashtra Co-operative
Societies Act and the rules framed thereunder;



AND WHEREAS the Purchaser/s has/have hereby consented
to the variations, alterations and amendments to the
said Plans sanctioned by the Municipal Corporation of
Greater Bombay as required by the Municipal Corporation
of Greater Bombay or the Builders herein;

AND WHEREAS the Purchaser/s has/have accepted the Title
Certificate issued by M/s. Shah & Sanghavi, and agrees
hereto not to go behind the same;

AND WHEREAS the Purchaser has agreed to acquire and the
Builders have agreed to sell a ~~Flat/Shop/Garage~~ on

Handwritten initials or mark in the bottom left corner.

4

the 16-B Floor bearing No. 16-B; to the
Purchaser on the terms and conditions more parti-
cularly agreed by and between them NOW THIS INSTRUMENT
WITNESSETH AS UNDER :-

NOW THIS INSTRUMENT WITNESSETH that it is hereby
agreed by and between the parties as follows :-

(1) The Builders shall, under normal conditions,
construct a Building, as per said Plans, designs
and specifications seen and approved by the
Purchaser, with such variations and modifications
as the Builders may consider necessary or may be
required by any Public Authority to be made in
therein in any of them. The Purchaser hereby
consents to such variations.

(2) The Purchaser hereby agrees to acquire the said
Plot No. 16-B on the Ground
Floor as shown on the Plan hereto annexed and
surrounded by red coloured boundary line at or
for the price of Rs. 1,70,000 (Rupees one
lakh seventy thousand only).

(3) The Purchaser agrees to pay to the Builders the
said consideration or Purchase price of
Rs. 1,70,000 as under :-

(a) By payment of Rs. 1,70,000 (Rupees one lakh
seventy thousand only) as Deposit on
the execution of this Agreement.

(b) By making the following part payments towards
the balance of the Purchase Price, shall be

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2009

payable in the manner and by the instalments specified below, within 7 days of the Builders giving to the Purchaser, written notice calling for payment of the said amount :

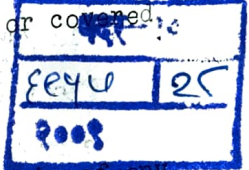
- (i) Rs. 1,70,000 On or before 25/1/88
- (ii) Rs. ~~_____~~ On or before _____
- (iii) Rs. ~~_____~~ On or before _____
- (iv) Rs. ~~_____~~ On or before _____
- (v) Rs. ~~_____~~ On or before _____
- (vi) Rs. ~~_____~~ On or before _____
- (vii) Rs. ~~_____~~ On or before _____
- (viii) Rs. ~~_____~~ Being the ultimate

car
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balance of the (Purchase Price against delivery or possession of said Flat/Shop/Garage.



(4) Garage in this Agreement shall mean open or covered Car Parking Space.



(5) If the Purchaser commits defaults in payments of any of the instalments aforesaid on their respective due dates (time being the essence of the contract), the Builders shall be at liberty to terminate this Agreement in which event the said Deposit paid by the Purchaser to the Builders shall stand forfeited. On the Builders terminating this Agreement under this Clause, they shall be at liberty to sell off the said Flat/Shop/Garage to any other persons as the Builders deem fit, at such price as the Builders may determine and the Purchaser shall not be entitled



THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land of ground admeasuring 1996.4 Square Metres (2395 Square Yards) on joint admeasurement and according to City Survey Record 1896.9 Square Metres or thereabout together with the messuages, tenements or dwelling house standing thereon bearing C.T.S. No. 108, situate at Mathuradas Road, Kandivli in Greater Bombay in the Registration Sub-District of Bombay City and Suburban formerly of Khoti tenure and assessed by the Assessor and Collector of Municipal Taxes under B-Ward Nos. 890-292, 891-291(A), 892-291, 293.290 and 894(1) Mathuradas Road and bounded as follows

On or towards the NORTH by Mathuradas Road;
the EAST by the property of Govind Narayan Mistry;
towards the SOUTH by the property of Jehangir Marzban
Dastoor and on or towards the WEST by a Cross Road.



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