

पावती क्र.

नोंदणी ३९ म.  
Regn. 39 m

६०२०/-  
दस्तऐवजाचा/अर्जाचा अनुक्रमांक ३०३७

दिनांक २०-८- सन १९९९

दस्तऐवजाचा प्रकार-

सादर करणाराचे नाव-

अर्जदाराचे नाव

खालीलप्रमाणे फी मिळाली:-

रु. ५२०००/-

- नोंदणी फी
- नक्कल फी (फोलिओ पृष्ठांकनाची नक्कल फी
- टपालखर्च
- नकला किंवा ज्ञापने (कलम ६४ ते ६७)
- शोध किंवा निरीक्षण
- दंड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलिओ
- इतर फी (मागील पानावरील) बाब क्र.

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**DELIVERED**

दस्तऐवज २९ OCT 2012 नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.  
या कार्यालयात देण्यात येईल.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत **दुय्यम विवंधक, मुंबई** हवाली करावा.

2597903

इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.

२. ... फी.

३. ... करण्याची फी

अनुच्छेद अकरा अन्वये.

अनुच्छेद वीस अन्वये.

४. मुध्त्वारनामा अनुप्रमाणन

५. गृहभेट फी.

६. सुरक्षित ताबा फी.

७. मोहोरबंद पाकिटांचा निक्षेप.

८. मोहोरबंद पाकिटे उघडणे.

९. मोहोरबंद पाकिटे परत मागे घेणे.

१०. अडत

११. परिचारक किंवा स्त्री परिचाराची सेवा.

१२. न्युन आकारित फीची वसुली.

१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.

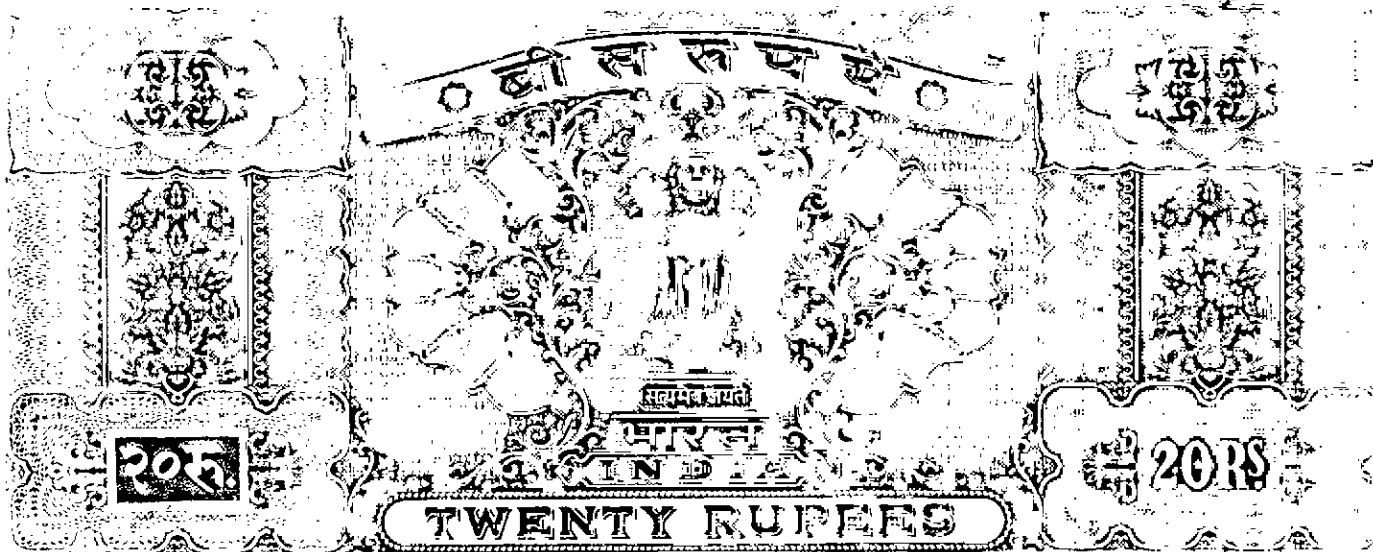
१४. विलेख ३ च्या नकला पाठविण्याचा टपाल खर्च.

१५. प्रवास खर्च.

१६. भूला

दुय्यम निबंधक

दस्तऐवज परत केला.



CS. NO. 2167 DATED 26 MAR 1999

SHAKESH GAHATRA

LICENCE STAMP VENDOR L. NO. 61,  
NEHRU ROAD, VILE-PARLE (EAST)

ISSUED TO: Rajiv B. Shah

STAMP PAPER OF Rs.

Gman  
STAMP VENDOR

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This Deed of Confirmation made at Mumbai on this 20<sup>th</sup> day of August 1999 by RAJIV BHARAT SHAH having address at 6th Floor, Mehta Bhavan, Charni Road, Opera House, Mumbai 400 004.

WHEREAS :

By and under an Agreement for Sale (hereto annexed and marked as "Exhibit A" hereinafter referred to as "the said Agreement for sale" dated the 18.07.1990 and executed between Rajiv Bharat Shah and M/s. Plaza Panchsheel Estate Rajiv Bharat Shah had agreed to purchase a unit bearing no. 33 admeasuring 21.4 sq. meters of area and situate at Basement, 55, Gamdevi Road, and more particularly described in the schedule hereunder written under the Agreement for Sale dated 18.07.1990 at or for such consideration and upon such terms and conditions contained therein.

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However due to inadvertence of the parties the said agreement remained unregistered. Under the circumstance Rajiv Bharat Shah herein has agreed to execute, Stamp and Register the 'Agreement for Sale' at 'Exhibit A' under the amnesty scheme.

NOW THIS DEED WITNESSETH that pursuant to the said Agreement for Sale at 'Exhibit A' and in consideration of the premises aforesaid Rajiv Bharat Shah hereby confirms that he did duly execute the said Agreement for Sale at 'Exhibit A' and that the same is and has been validly subsisting and binding the parties hereto in its full force and effect.

SIGNED BY THE WITHINNAMED

RAJIV BHARAT SHAH

*Rajiv B. S.*

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 धातुधातु वरभ्यात दुय्यम निबन्ध  
 पांचे कार्यालयत द्वज रकमा.

Bhms. 1.15

हय्यम निबंधक, मुंबई  
 Bhms.

एरमेड पी दस्त भ. ... लयणे वसुल केने

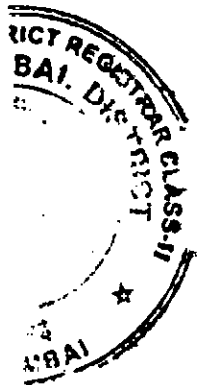
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Bhms.



श्री. भरत शांतीलाल शाह  
 पय वर्ष, व्यवसाय-व्यापार  
 २/५ सी, स्वप्नलोक,  
 पल. जगमोहनदास मार्ग,  
 मुंबई-४०० ००६.

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Bhms. 1.15

श्री. विजयकुमार सतानारायण शिवाजी  
 पय वर्ष, व्यवसाय व वास्तव्य (पञ्जाईडेड)  
 पी २, ३०१ जगमोदी,  
 वांगुल नगर मोरे रायम (पञ्जाईडेड)  
 मुंबई ४०० ०९०.

श्री. शेखर वर्मा  
 पय वर्ष, व्यवसाय नोजरी,  
 सी-२/९, जगमोदी मार्ग, वास्तव्य मोदी,  
 तपोवन, पल. जगमोदी रोड,  
 मुंबई (पञ्जाईडेड). मुंबई-४०० ०९०.

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Bhms.

~~सहाय्य दस्तावेज कामी प्रारंभिक शुल्क शुल्क~~  
~~क. २५०००/- व क ३००/- प्राथमिक शिक्षण~~  
~~वैयक्तिक चालक क. ०५१३१० व ०५१३३२ दिनांक~~  
 १/११/२०२० मध्ये वसूल करण्यात आली.

दि. 28/10/2022

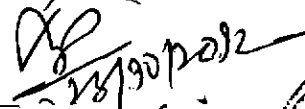
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 28/10/2022

सह जिल्हा निबंधक वर्ग-२  
 (अभिलेख)  
 मुंबई जिल्हा.

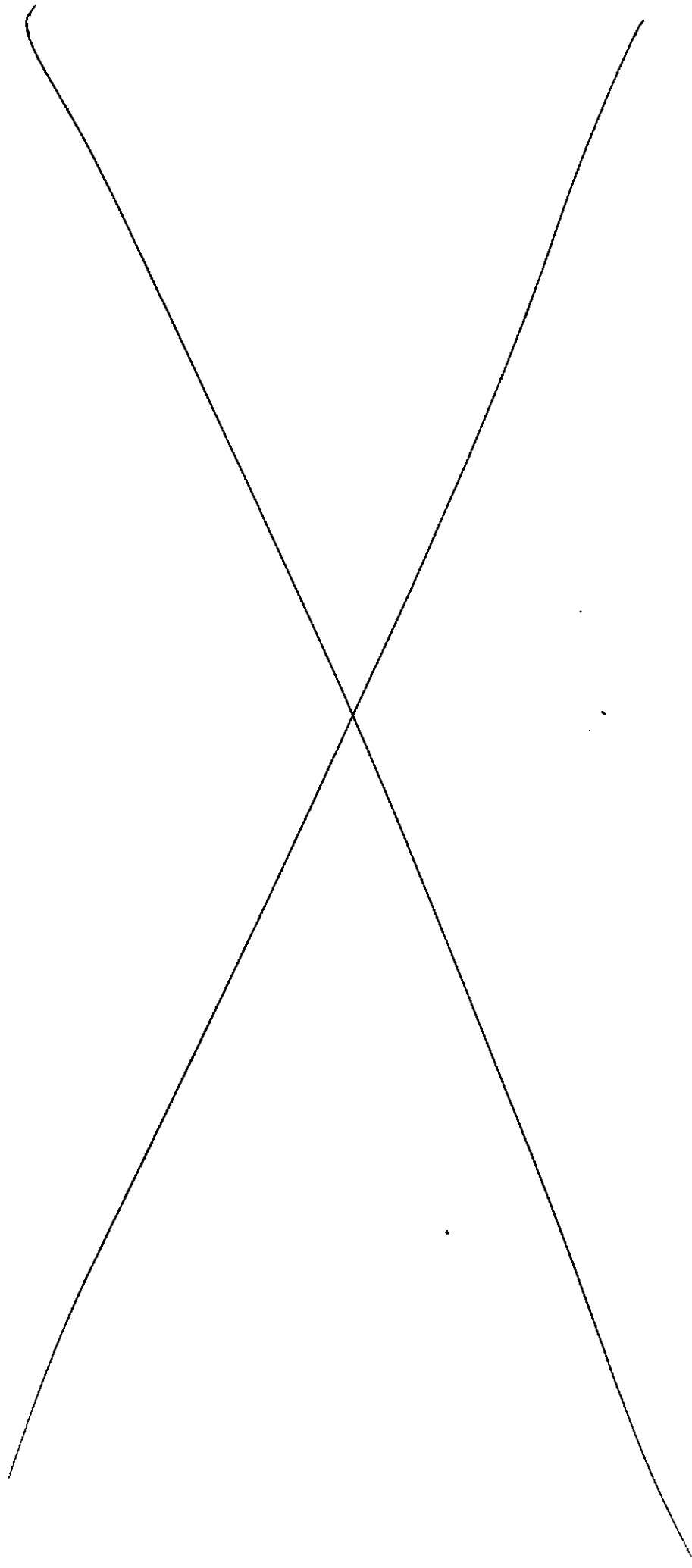


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 स्तंभ क्रमांक १ ... क्रमांक ... खंड  
 नोंदना सह - प्रपत्र नोंदना नाही  
 दिनांक २३/१०/२०२२

  
 28/10/2022

सह जिल्हा निबंधक वर्ग-२  
 (अभिलेख)  
 मुंबई जिल्हा.





DISTRICT REGISTRAR CLASS-III  
S.P. DISTRICT  
★  
1911



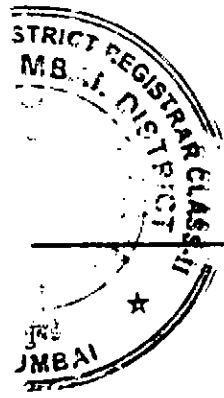


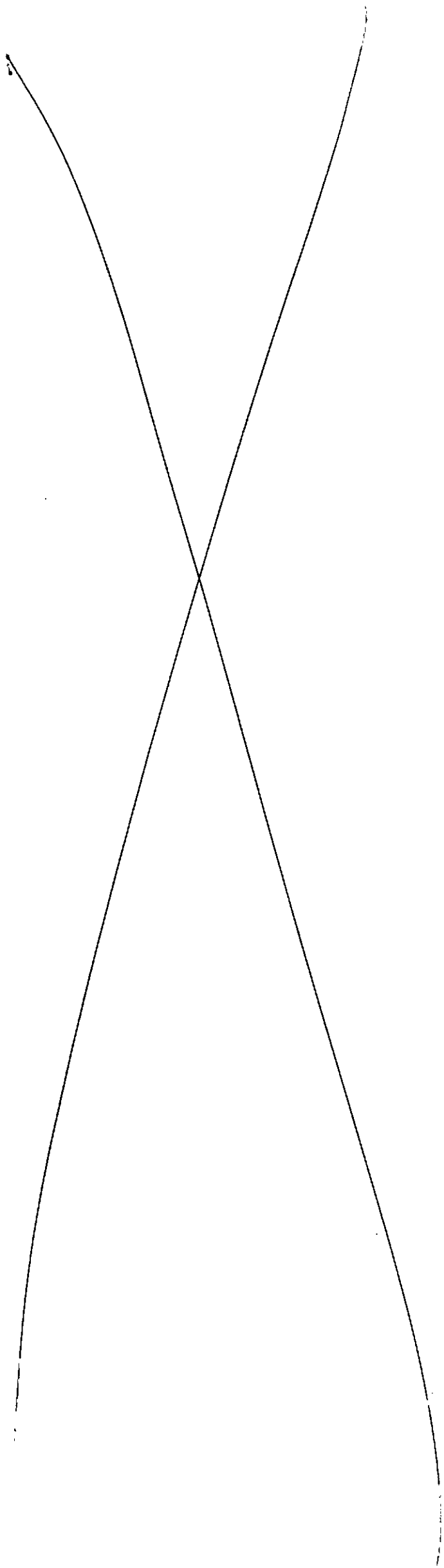
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**AGREEMENT FOR SALE**

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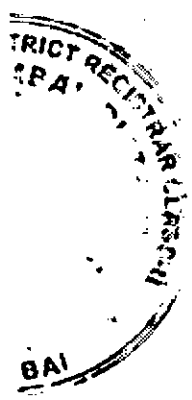


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13 JUL 1950



Plaza Panchsil Estates Private Limited

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THIS AGREEMENT is made and entered into at Bombay this 15<sup>th</sup> day of July, 1950 BETWEEN M/S. PLAZA PANCHSIL ESTATES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and having its place of business at 55, Gamdevi Road, Bombay-400, 007, hereinafter referred to as 'the party of the First Part' (which expression shall unless the context does not so admit include its successors and assigns wherever the context or meaning shall so require or permit) of the one part AND Mr/Mrs/Ms. ANIL KUMAR SHARMA

having his/her/its address at

2002, PANCHSIL ESTATES, SHARMA HOUSE,

BRISBAVA, 400 004

*[Handwritten signatures and notes on the right margin]*

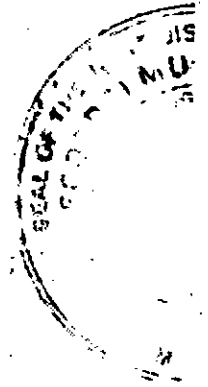
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hereinafter referred to as 'the party of the Second Part' (which expression shall unless the context does not so admit include his/her/its heirs, executors and administrators and permitted assigns) of the other part;

WHEREAS :

1. The party of the First Part M/s. Plaza Panchsil Estates Private Limited was incorporated and registered under Part IX of the Companies Act, 1956 as a private limited Company, limited by shares, under Certificate No. 11-48702 of 1988 with the Registrar of Companies, Maharashtra on an application from M/s. Plaza Panchsil Properties (hereinafter referred to as 'the said firm') to register the firm under part IX of the Companies Act, 1956. The said Partnership firm M/s. Plaza Panchsil Properties was formed in May, 1984 with the object of developing estate and properties including their letting out to earn rental income.



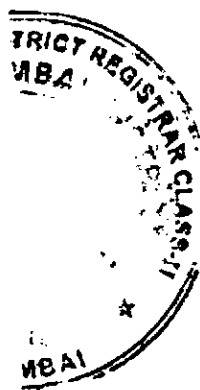
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2. By an Agreement for Sale dated 12th June, 1984, made by and between the Victoria Mills Limited, a Company having its registered office at 104, Bombay Samachar Marg, Bombay 400 023 therein called as the Vendor of the one Part and M/s. Plaza Panchsil Properties Private Limited having its registered office at A to Z Industrial Estate, Lower Parel, Bombay 400 013, one of the partners of the said firm viz. M/s. Plaza Panchsil Properties, therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell and the Purchaser therein agreed to purchase from the Vendor all pieces or parcel of land, with encumbrances i.e. on the basis of 'as is where is' being the property situated at 55, Gamdevi Road, and known as 'Old Victoria Mills Compound' at the price and on the terms and conditions contained therein. By a Court Consent Decree dated 21st December, 1984, passed in Bombay High Court Suit NO. 3040 of 1984 (Victoria Mills Limited V/s. Plaza Panchsil Properties Private Limited) all these pieces or parcels of land with structures standing thereon situated at 55, Gamdevi Road and known as 'Old Victoria Mills Compound', more particularly described in the Schedule thereunder written viz. the land bearing C.S.No. 1551 and C.S.No. 1722 of Girgaum Division admeasuring 15, 893.10 sq.mtrs. and 924.75 sq.mtrs. respectively (hereinafter referred to as 'the said premises'), stood transferred, conveyed and assured by Victoria Mills Ltd to Plaza Panchsil Properties (P) Ltd and the said Consent Decree further provided that it would operate as a conveyance in favour of the parties thereto.



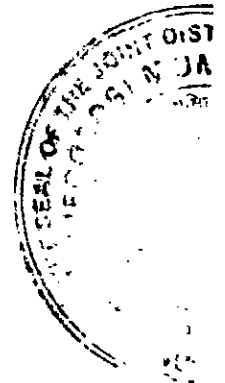
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3. By a declaration dated 16th July, 1984 registered with the Sub Registrar of Assurances, under Sl.No. BOM/81/85 dated 10/1/1985 made by Plaza Panchsil Properties Private Limited, through one of its Directors, it was declared that the said firm M/s. Plaza Panchsil Properties has got all the right, title and interest in the Agreement for sale dated 12th June, 1984 made between Victoria Mills Limited and Plaza Panchsil Properties Private Limited and all the benefits accruing under the Agreement referred hereinabove shall belong to the said firm M/s. Plaza Panchsil Properties;
4. The said firm M/s. Plaza Panchsil Properties through its agent/s & nominee/s approached the Bombay Municipal Corporation for redevelopment of the said premises, which was sanctioned and granted by the Bombay Municipal Corporation under their orders on certain terms and conditions and stipulations mentioned therein, in compliance to which the said firm had rehabilitated occupants on mutually agreed terms and conditions between the occupiers and the said firm and demolished the old structures standing on a portion of the said premises.
5. The said firm through its agent/s & nominee/s had obtained necessary permissions u/s.22 of the Urban Land (Ceiling & Regulation) Act, 1976 and after obtaining approvals and sanctions from the Bombay Municipal Corporation have started developing a part of the property as 'Service Industrial Estate' on a portion of land admeasuring 12,902.62 sq.mtrs. (i.e. on a part of land bearing C.S.No. 1551) more



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particularly described in the Schedule to this Agreement (hereinafter referred to as 'the said land').

6. The said firm has given undertakings either by itself or through its agent/s & nominee/s to the Bombay Municipal Corporation that the user of the said land is of 'Service Industrial Estate' and the regulations as laid-down in D.C.Rule 27 (Development Control Rules for Greater Bombay) shall be observed and performed by the Developers and the future occupants.

7. As per approvals and sanctions the said firm has commenced construction of a building on a portion of the said land bearing C.S.No.1551 constructing units on the ground floor together with the units in the basement attached thereto and units on upper floors as per plans and specifications approved by the Bombay Municipal Corporation (hereinafter referred to as 'the said plans and specifications').

8. The party of the First part is absolutely seized and possessed of and is otherwise well and sufficiently entitled to the said premises bearing C.S.No.1551 and 1722 and the construction of a building as 'Service Industrial Estate' (hereinafter referred to as 'the said building') on the said land as per plans approved by the Bombay Municipal Corporation.

9. The party of the First Part has agreed to sell the unit No. 33 ( hereinafter referred to as ' the said unit') on the ~~Basement~~ floor of the building situated at 55, Gamdevi Road, Bombay 400 007 to the party of the Second Part (hereinafter also referred to as 'the said Unitholder') against a lumpsum consideration of Rs. 5,20,000/- (Rupees Five Lacs twenty thousand only) *including of the gas condensing facility*



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10. The party of the First Part hereby confirms that they have not sold or entered into an agreement for sale of the said unit No. 33 other than to the party of the Second Part herein. The party of the First Part has agreed to sell and assign to the party of the Second Part the said unit No. 33 along with all its right, title and interest therein and the shares to be allotted by a Co-operative Society or a Limited Company to be formed in law by the party of the First Part within one year from the date of possession of the said unit, failing which the party of the Second Part will be entitled to form a Co-operative Society or a Limited Company as the case may be, along with the other Unitholders in the said building.

11. The party of the Second Part is aware that the party of the First Part is entering into several separate agreements containing various terms and conditions with other parties for the allotment of units in the said building. It is clearly understood between the parties hereto that the Unitholder/s, individually and/or jointly with other Unitholder/s, shall not have any concern whatsoever or any right over the remaining land and premises bearing C.S.No. 1551/B, 1551/C, 1551/D and Kapoor Mansion or any new structure/s thereon.

12. The party of the Second Part has gone through the undertakings and the D.C.Rule 27 being 'Exhibit-1' to this Exhibit 1 agreement and hereby undertakes and gives his/her/its consent to use the said unit as allowed to be used. He/She/It hereby confirms that he/she/it will comply and





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observe the rules, regulations and conditions of the Development Control Rules for Greater Bombay and the enactment/s made there under.

13. The party of the Second Part has taken inspection of the documents of the Title of the said land and is satisfied about the marketability of the Title of the said land. A copy of Title certificate issued by M/s. Mulla & Mulla & Craigie Blunt & Caroe, Advocates and Solicitors is enclosed hereto and marked as Annexure 'A'.

Annexure 'A'

14. The party of the Second Part has also taken inspection of the plan of the said land as well as the plans and specifications of the said building prepared by the Architects M/s. J.P. Parekh & Son and approval granted by the Municipal Corporation of Greater Bombay vide their various permissions. The party of the Second Part hereby gives his/her/ its consent and hereby authorise the party of the First Part to carry out modification and/or alterations as may be required to be made by the concerned body or authority from time to time in the plans approved by the Bombay Municipal Corporation from time to time.
15. The party of the Second Part has also taken inspection of all the other documents, writings and papers before entering into this agreement and is fully satisfied.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The party of the First Part is presently constructing on the



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(b) The amount of Rs. 3,20,000/- will be paid by the party of the Second Part to the party of the First Part on or before 30th September 1990 signing of this Agreement;

(c) The balance amount of Rs. 1,00,000/- will be paid by the party of the Second Part to the party of the First Part on or before possession of the said unit and

(d) The amount of Rs. 47,951/- will be paid by the party of the Second Part to the party of the First Part towards other deposits, charges and fees as set out in clause 14 hereunder on or before possession of the said unit;



3. The party of the First Part hereby agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Government or local authority at the time of sanctioning the said plan and/or thereafter and shall, before handing over possession of the said unit to the said Unitholder, obtain from the concerned local authority necessary completion certificate in respect of the said building under construction.

4. The party of the Second Part hereby declares that if at any time prior to or after the execution of the conveyance the Floor Space Index at present applicable to the said land is increased, such increase shall ensure for the benefit of the party of the First Part alone, without any benefits and rights to the party of the Second Part.

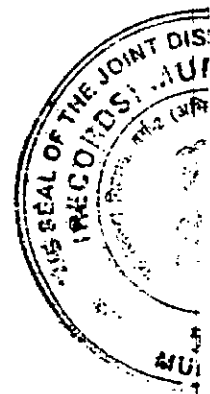
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5. The party of the First Part hereby declares that the said land is free from all encumbrances subject to the charges and claims mentioned in the Title certificate, annexed as Annexure 'A' to this Agreement, and being clear and marketable title to the said land to enable the party of the First Part to pass such clear title on the execution of a conveyance in favour of a Co-operative Society or a <sup>Condominium</sup> ~~Limited Company~~ as the case may be.

6. The said Unitholder agrees to pay to the party of the First Part interest at the rate of 18% per annum on all unpaid amounts for the period after they have become due and payable by the said Unitholder to the party of the First Part under the terms of this Agreement.

7. On the said Unitholder committing default in payment on due date of any amount due and payable by the said Unitholder to the party of the First Part under this agreement and on the said Unitholder committing breach of any of the terms and conditions herein contained the party of the First Part shall be entitled at its option to terminate this Agreement and to refund the monies paid by the said Unitholder under this Agreement without interest PROVIDED however that the party of the First Part shall exercise its option to terminate this Agreement only after three months notice is given by it to the said Unitholder setting out the default/breach and the said Unitholder fails to rectify the same within the said period of three months.

8. The party of the First Part shall give possession of



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the said unit to the said Unitholder at the time of execution of the Conveyance of the said land and the said building in favour of a Co-operative Society or a Limited Company as the case may be, to be formed. If the party of the First Part fails to give possession of the said unit to the said Unitholder on execution of the Conveyance then the said Unitholder shall be entitled at his/her/its option to receive back all his/her/its amounts paid to the party of the First Part together with simple interest thereon at the rate 15% per annum from the dates of the party of the First Part having received the amounts till the date the said amounts and interest at the rate aforesaid are repaid. Till the entire amount and interest thereon at the rate aforesaid is repaid by the party of the First Part to the said Unitholder he/she/it shall, subject to prior encumbrances on the said building, if any, have a charge on the said unit, for the repayment of the all the said amounts with interest thereon at the rate aforesaid.

9. The party of the First Part shall give notice to the said Unitholder informing him/her/it that the said unit is ready for occupation and the said Unitholder shall take possession of the said unit within 15 (fifteen) days from the receipt of such notice.

10. The said Unitholder shall occupy and use the said unit or any part thereof or permit the same to be used for purpose/s as specified under D.C.Rule 27 and/or for any other permissible use incidental to the principal user defined under the D.C.Rule 27 or for any other



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specific users as permitted by the Concerned Authorities from time to time. The said Unitholder is aware of and has perused the undertakings dated 7/6/1985 and 27/2/1987 given by the party of the First Part or its agent/s and nominee/s to the City Engineer, Bombay Municipal Corporation and the Regional Director, Bombay Region, Civil Aviation Department, Bombay respectively and the said Unitholder has agreed to abide by the same. The said Unitholder is aware of the condition of the sanction given by the Municipal Corporation of Greater Bombay that no lift is provided for the first floor and he/she/it agrees to the same.

- 11. On the completion of the said building and on receipt by the party of the First Part of the full payment of all the amounts due and payable to them by all the Unitholders of the said building under construction the party of the First Part shall extend its full co-operation to the Unitholder/s in forming, registering or incorporating a Society or a <sup>Condominium Under</sup> Limited Company, the Maharashtra Apartment Ownership Act 1970 the right of the members of the Society or of the <sup>Condominium</sup> Limited Company, as the case may be, being subject to the rights of the party of the First Part under this Agreement and the conveyance to be executed in pursuance thereof. The party of the First Part will form a Cooperative Society or a <sup>Condominium</sup> Limited Company as the case may be as early as possible but not later than the expiry of fifteen months after the issue of the Occupancy Certificate by Bombay Municipal Corporation in res-



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pect of the said building, failing which ~~the party of~~

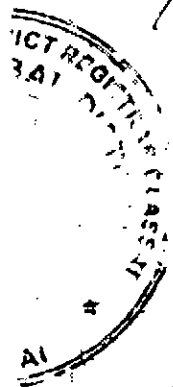
the Second Part will be entitled to form a Co-operative  
*Condominium*  
 Society or a Limited Company as the case may be along  
 with the other Unitholders in the said building. When  
*Condominium*  
 the Society or the Limited Company is registered or  
 incorporated or formed, as the case may be and all the  
 amounts due and payable to the party of the First Part  
 in respect of all the units are paid in full as  
 aforesaid, the party of the First Part shall cause to  
 be transferred to the Society or *Condominium*  
 Limited Company as  
 the case may be, all its rights, title and interest  
 in the proportionate part of the said land together  
 with the said building presently under construction by  
 obtaining or executing the necessary conveyance of the  
 said land and the said building, or to the extent as  
 may be permitted by the authorities, in favour of such  
 Society or *Condominium*  
 Limited Company as the case may be, such  
 conveyance shall be in keeping with the terms and  
 provisions of this Agreement.

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12. If the party of the Second Part intends to sell the  
 said unit on or before the possession of the said unit  
 as referred in clause 8 hereinabove, he/she/it  
 will first offer his /her/its rights in the said unit  
 to the party of the First Part, who shall have the  
 option to purchase the same by refunding the amount  
 paid by the said Unitholder together with simple  
 interest at such rate as may be mutually agreed.

13. Commencing a month after notice is given by the party  
 of the First Part to the said Unitholder that the said

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unit is ready for use and occupation, the said Unitholder shall be liable to bear and pay proportionate share of outgoings in respect of the said land and the said building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, etc., and all other expenses necessary and incidental to the management and maintenance of the said land and the said building until

the Co-operative Society or the <sup>Condominium</sup> Limited Company as the case may be, is formed and the said land and the said building is transferred to it. The said Unitholder shall pay to the party of the First Part such proportionate share of outgoings on the basis of the area acquired by him/her/it under this Agreement irrespective of its location as may be determined by the party of the First Part. The said Unitholder further agrees that till the said Unitholder's share is so determined by the party of the First Part the said Unitholder shall pay to the party of the First Part provisional monthly contribution towards the outgoings on the aforesaid basis as may be demanded by the party of the First Part. The amounts so paid shall not carry any interest and remain with them until a conveyance is executed in favour of the Society or the <sup>Condominium</sup> Limited Company as the case may be. The balance of aforesaid deposits less expenses shall be paid over by the Party of the First Part to the Society or the <sup>Condominium</sup> Limited Company as the case may be. The said Unitholder undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month



*[Handwritten signatures and initials]*



in advance and shall not withhold the same on any pretext whatsoever.

14. The said Unitholder shall pay on or before possession of the said unit to the Party of the First Part the following amounts :

- (a) (i) Rs. 1,000/- towards legal expenses.
- (ii) Rs. 1,000/- towards formation and registration of a Society or a limited Company. *Condominium*
- (iii) Rs. 251/- towards share money and entrance fee of a Society or a limited Company. *Condeminium*
- (b) Rs.25,000/- towards advance proportionate share of taxes and other outgoings (subject to accounting by the party of the First Part)
- (c) (i) Rs.10,000/- towards electric cable charges
- (ii) Rs. 3,000/- towards telephone cable charges
- (iii) Rs. 5,000/- towards fire fighting equipment system.
- (iv) Rs. 2,000/- towards lift maintenance charges.

15. The said Unitholder is aware that there are following charges and claims at present existing on the said premises belonging to the Party of the First Part including the said land on which the said building is being constructed and the Party of the First Part has agreed to satisfy all the charges and claims and make the said land free from encumbrances prior to the

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execution of the Deed of Conveyance in favour of the  
*Condominium*  
Society or the Limited Company as the case may be, of  
the Unitholders.

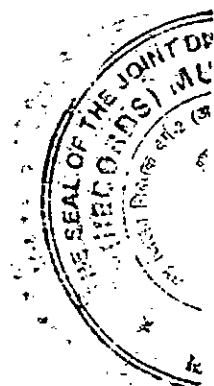
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(a) Equitable Mortgage jointly in favour of Bank of  
Credit & Commerce International (Overseas) Limited  
and Bank of Baroda, Bombay.

(b) (i) Balance amount payable to M/s. Bowen  
Flexipack under the consent terms in suit No.  
2855 of 1986 filed in the High Court of  
Judicature at Bombay, towards rehabilitation  
cost.

(ii) Balance amount payable to M/s. Karnodaya  
Press under the consent terms in Suit No.  
2856 of 1986 filed in the High Court of  
Judicature at Bombay, towards rehabilitation  
cost.

(iii) Balance amount payable to M.C. Gandhi under  
the consent terms in Suit No. 2857 of 1986  
filed in the High Court of Judicature at  
Bombay, towards rehabilitation cost.



16. The party of the First Part is at liberty to raise  
further funds in any manner whatsoever for the purposes  
of the completion of the said building, without  
effecting in any manner whatsoever the right, title and  
interest of the party of the Second Part.

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17. Provided that it does not in any way affect or prejudice the rights of the said Unitholder in respect of the said Unit sold herein, the party of the First Part shall be at liberty to sell, assign, transfer or otherwise deal with the right, title and interest in the said land as well as in the remaining portion of the said premises and in the building/s to be constructed thereon.

18. The said Unitholder shall from the date of possession maintain the said unit at his/her/its own cost in good and tenantable condition and shall not do or suffer to be done anything in or to the said unit or to the said building.

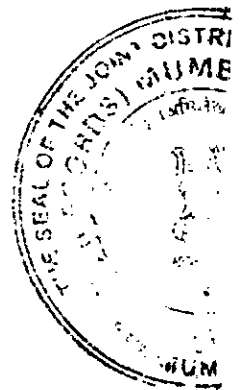
19. Save and except those permitted by the rules, regulations and bye-laws of the Municipal Corporation of Greater Bombay the said Unitholder shall not store in the said unit any goods which are of hazardous, combustible and dangerous nature so as to damage the construction or structure of the said building or are objected by the concerned local or other authorities, and shall not carry or cause to be carried packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the said building including entrances and the said Unitholder shall be fully liable for the consequences of breach of this clause.



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20. The said Unitholder shall at his/her/its own cost carry out all internal repairs of the said unit sold and maintain it in the same condition, state and order in which it was delivered to the said Unitholder and shall not do or suffer to be done anything in or to the said building or to the said unit which may be against the rules, regulations and bye-laws of the concerned local authority or other public authorities and the said Unitholder individually shall be responsible to the concerned local authority and/or other public authorities for anything so done in connection with the said building and/or the said unit and/or the said premises and shall be liable for the consequences thereof.

21. The said Unitholder shall be entitled to carry out all the additions, alterations of temporary nature in the said unit including construction of false ceiling, installation of air-conditioners, construction of partition walls. The said Unitholder shall not change the exterior facade of the said unit as it appears from outside save and except that the said Unitholder shall be entitled to change the exterior facade to the extent of the installation of the air-conditioners. The said Unitholder shall not at any time make any alteration in the elevation and the outside colour scheme of the said building and shall keep the sewers, drains, pipes and fire fighting equipments/system of the said unit and appurtenances thereto in good and tenantable condition

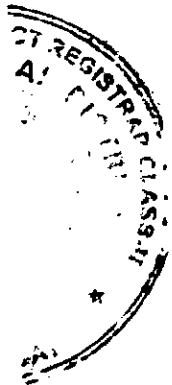


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and in particular so as to support shelter and protect the other parts of the said building and various electrical, mechanical and fire fighting installations and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural changes in the said unit without obtaining the 'No Objection Certificate' from the approved architect and the prior written permission of the party of the First Part and/or the Society or the limited *Condominium* Company as the case may be, and concerned authorities such as Municipal Corporation of Greater Bombay, Fire Brigade Department etc., as the case may be.

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22. The said Unitholder shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the said building or any part of the said land and the said building whereby any increased premium shall become payable on it.
23. The said Unitholder shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said unit in the compound or on any portion of the said land and the said building.
24. In case any security deposit, premium, fees, levy etc. is demanded by the concerned local authority or the Government for the purposes of giving water, electric connection and to grant permission/N.O.C. etc.

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and to ensure that the electrical, mechanical or fire fighting and security systems to be kept in working condition all through out or otherwise any other facilities to the said building such deposit shall be payable by the said Unitholder on the prorata basis of the area acquired by the said Unitholder. The said Unitholder agrees to pay to the party of the First Part within seven days of the demand the said Unitholder's share of such deposit/premium/fees/levy etc.

25. The development and/or betterment charges, taxes or other levy by the Government and/or concerned local authority, and/or any other public authority in respect of the said land and/or the said building shall be borne and paid by the said Unitholder in proportion to the floor area of his/her/its respective unit.



26. The said Unitholder shall from time to time sign all applications, papers and documents to do all such acts deeds, matters, and things as the party of the First Part requires for the purposes of registration of the Condominium Society and/or the Limited Company as the case may be and also requires to submit before the other authorities. However, if the said Unitholder fails to return the application, papers and documents duly signed by him/her/its within 21 days from the date thereof the party of the First Part or its agent/s or its nominee/s are hereby authorised to sign such

*Handwritten signature*

application, papers and documents for and on behalf of the said Unitholder.

27. That nothing contained in this Agreement is intended to be nor it shall be construed as a grant, demise or assignment or conveyance in law of the said unit or any part thereof or the said building constructed thereon or any portion thereof, such demise or assignment or conveyance to take place only upon transfer by assignment or conveyance to the Co-operative Society or the <sup>Condominium</sup> Limited Company as the case may be, of all the units of the said building. The said Unitholder shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/her/it and all lobbies and staircase and other common areas, shall remain the property of the party of the First Part until the said building is transferred to a Co-operative Society or a <sup>Condominium</sup> Limited Company as the case may be as hereinabove mentioned.

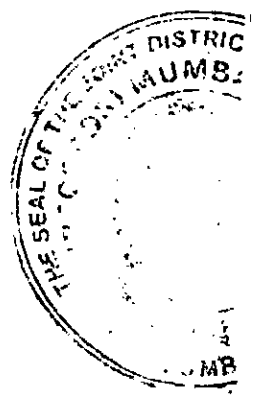
28. The said Unitholder shall not let, sublet, transfer assign or part with his/her/its interest or benefit of this Agreement or part with possession of the said unit sold until all the dues payable by him/her/it to the party of the First Part under this Agreement are fully paid.

29. The said Unitholder shall observe and perform all the rules and regulations which the Society or the <sup>Condominium</sup> Limited Company and/or concerned statutory and/or other

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authorities as the case may be, may adopt at its inception and the modifications or amendments thereof that may be made from time to time for protection and maintenance of the said building and electrical, mechanical and fire fighting installation and the units 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 Government and other public bodies. The said Unitholder shall also observe and perform all the stipulations and conditions laid-down by the Co-operative Society or the <sup>Hy</sup> Condominium ~~limited~~ Company and by the concerned statutory and/or other authorities as the case may be regarding the occupation and use of the said unit in the said building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings in accordance with the terms of this Agreement.

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30. Any forbearance on the part of the party of the First Part in enforcing the terms of this Agreement or giving of time to the said Unitholder by the party of the First Part shall not be construed as a waiver on the part of the party of the First Part of any breach or non-compliance of any of the terms and conditions of this Agreement by the said Unitholder nor shall the same in any manner prejudice the rights of the party of the First Part.

31. All costs, charges and expenses including registration



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charges, stamp duty and expenses in connection with the preparation and execution of this Agreement as well as the conveyance and other documents and the formation, registration or incorporation of the Co-operative Society or the <sup>Condominium</sup> Limited Company as the case may be, shall be borne and paid by the Unitholders of the said building in proportion to the area of their respective unit. The party of the Second Part shall present this Agreement with the concerned authority for registration of this document and the party of the First Part shall attend such office and admit execution thereof.

Signature  
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32. All correspondence to be served on the said Unitholder as contemplated by this Agreement shall be deemed to have been duly served if sent to the said Unitholder, by Registered Post at his/her/its address viz.

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OPERA HOUSE,  
BOMBAY - 400004

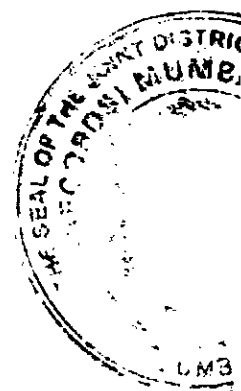
Signature  
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33. The said Unitholder shall permit the party of the First Part and their agent/s and surveyor/s with or without workmen and others, at all reasonable times, to enter into the said unit to view and examine the state and condition thereof with prior appointment.

34. The said Unitholder is well aware that the portion of the land bearing C.S.No.1551/B of Girgaum Division is

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proposed to be reserved for the Post Office as proposed in the Draft Revised Development Plan which is situated contiguous to the property bearing C.S.No. 1551/A. It is clearly understood between the parties hereto that in the event of the Government of Maharashtra or Municipal Corporation of Greater Bombay or any other authority drops or modifies the said proposed reservation with or without any conditions either on an application or on its own either in full or in part and grants further Floor Space Index in respect of the said proposed Post Office or any other reservation, the party of the First Part alone shall be entitled to use such Floor Space Index either in the 'Service Industrial Estate' building under construction on C.S.No. 1551/A or by constructing a separate building on any other portion of the said premises.



35. Save and except the ancillary structure/s required thereon the party of the First Part shall not construct any new building on the said land but the party of the First Part shall be entitled to put additional floor/s on the service industrial building on the said land.

36. The said Unitholder is well aware that presently the access to the entire complex is from three sides namely Gamdevi Road, Harischandra Goregaonkar Marg and Nyayamurti Sitaram Patkar Marg. It is CLEARLY understood between the parties hereto that the said

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access shall be equally and freely available to the other occupiers of the said premises as the party of the First Part may so decide. The decision in which manner the access is to be permitted to be used by the persons other than the said Unitholder shall be decided by the party of the First Part alone and the same shall always remain binding upon the said Unitholder and the Society or the <sup>Condominium</sup> limited Company, as the case may be.

37. If the Floor Space Index of C.S.No. 1551/B and/or 1551/C and/or of 1551/D are permitted by the Authorities to be used as that of 'Service Industrial Estate' or any other permissible user to the party of the First Part either in the name of Plaza Panchsil Properties or Plaza Panchsil Properties Private Limited or Plaza Panchsil Estates Private Limited, the party of the First Part or its nominee/s alone shall be entitled to add the new structure either on the Service Industrial Estate presently under construction or may construct a separate building or buildings on any portion of the said premises and all monetary or other benefits arising therefrom shall always belong to the party of the First Part and/or its nominee/s.

38. If the party of the First Part gives certain unit/s on lease or on rent or on any other terms and conditions, as the party of the First Part may in its absolute discretion deem fit and proper, the Lessee/s or

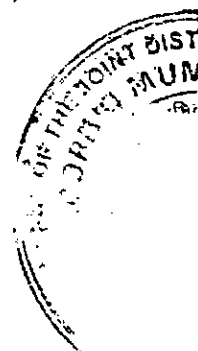
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occupant/s of such unit/s shall also be entitled to avail of all common amenities and facilities as the said Unitholder to this Agreement is entitled to enjoy and such Lessee/s or Occupant/s shall be treated at par with the said Unitholder in the matter of enjoyment of such amenities and facilities on prorata payment of his/her/its share in the outgoings of the said building.

39. The said Unitholder agrees that one Shri Govindbhai Ramdas Shah presently carrying on business under the name and style of Jiwadaya Netraprabha Karyalaya will also become a member, or a shareholder of the Society <sup>Condominium</sup> or the limited Company, as the case may be, who has been rehabilitated under the CONSENT TERMS filed in Suit No. 429 of 1986 in the Court of Small Causes at Bombay, on prorata payment of his share in the outgoings of the said building presently under construction.

40. The said Unitholder is aware that there is a temple in the vicinity of the said Service Industrial Estate and it shall be maintained only for the benefit of the occupants. The party of the First Part alone reserve its rights to make any more addition or alteration to the temple.

41. The said Unitholder admits that he/she/it shall have no right, title or interest of any nature whatsoever



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regarding parking in the basement area, open area, use of terrace on the rear portion of the said building and use of terrace on the top floor on the front portion of the said building as these exclusively belong to the party of the First Part and do not form part of this Agreement.

42. Notwithstanding anything contained in the preceding clauses the Party of the First Part shall be entitled to decide whether to convey the various units to a Company or to a Co operative Society <sup>to a Condominium</sup> or <sub>A</sub> under the provisions of the Maharashtra Apartment Ownership Act, 1970.

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

SCHEDULE

All that piece and parcel of land and ground situated at 55, Gamdevi Road, bearing C.S.No. 1551, Plot No. A containing an area of about 12,902.62 sq.mtrs. ( 15,431.47 sq.yds. ) or thereabouts situated on and lying in the City and Island in Sub-Registration District of Bombay and is bounded as follows; i.e to say;

On or towards the North, partly by Gamdevi Road, partly by property bearing C.S.No. 1551, Plot No. B and partly by property bearing C.S.No. 1552 known as J.K.building.

On or towards the West, partly by property bearing C.S.No. 1/1551 and partly by the property known as Geeta building.

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On or towards the South, partly by Nyayamurti Sitaram Patkar Marg and partly by the property known as Dharam Palace and also partly by property bearing C.S.No. 1551, Plot No. D, and

On or towards the East partly by the property bearing C.S.NO. 1551, Plot No. C.

SIGNED AND DELIVERED by the )  
withinnamed M/S. PLAZA PANCHSIL )  
ESTATES PRIVATE LIMITED, in )  
the presence of )

PLAZA PANCHSIL ESTATES PRIVATE LTD

*Sundeep Singh*

Director.

*Sid*

*Lajmoh Naugaha*

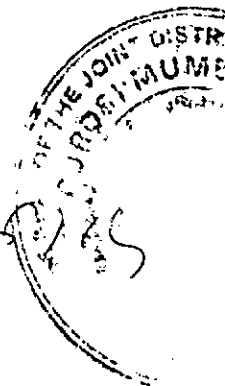
) (PARTY OF THE FIRST PART)

SIGNED AND DELIVERED by the )  
withinnamed Mr./Mrs./M/s. )  
BHARAT S SHAH )

in the presence of )  
*922/1551* )

) (PARTY OF THE SECOND PART)

) UNITHOLDER  
-----



RECEIVED from the withinnamed Unitholder a sum of

Rs. 1,00,000 /- (Rupees One Lac

only) by cash/cheque

No. *901929/15-5-90*

on Bank of India Bank,

*Bullion exchange branch*  
*Bombay*

being the amount payable by them to us.

We say Received

For PLAZA PANCHSIL ESTATES (P) LTD.

*Sundeep Singh*

DIRECTORS

*Sid*

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## EXHIBIT - 1

## SERVICE INDUSTRIAL PLOTS

27. Use provision on Service Industrial Plots : The following service industries will be permissible on Plots earmarked for service industries in the Development Plan.

Service Industries:

- (i) Flour Mills with motive power not exceeding 10 H.P.
- (ii) Bakeries, confectioneries, ice-candy, ice-cream factories with motive power not exceeding 10 H.P. and employing not more than 9 persons;
- (iii) Automobile service and repairs stations with motive power not exceeding 15 H.P. provided the necessary parking spaces are available;
- (iv) Power laundries with motive power not exceeding 15 H.P. and employing not more than 9 persons;
- (v) Pasteurisation of milk cream and butter with motive power not exceeding 10 H.P.
- (vi) Supari and masala grinding with motive power not exceeding 10 H.P.
- (vii) Photo process works employing not more than 9 (nine) persons;

- (viii) Leather products not employing more than 9 persons;
- (ix) Soda fountain and aerated waters with motive power not exceeding 10 H.P. and not employing more than 9 persons;
- (x) Printing book-binding engraving and block making with motive power not exceeding 10 H.P.
- (xi) Goldsmith, lock-smith, Watch and Clock repairs, bicycle repairs, musical instruments repairs, picture framing, radio repairs, umbrella repairs, upholsters and household appliances repairs, optical glass grinding and repairs with motive power not exceeding 10 H.P. and not employing more than 9 persons;
- (xii) Furniture works with motive power not exceeding 5 H.P. circular saw with more than 1/2 H.P. motive power not permissible. Number of workmen not to exceed 9;
- (xiii) Umbrella assembly works employing not more than 9 persons;
- (xiv) Tools and razor sharpening works employing not more than 9 persons;
- (xv) Paper box manufacture including paper cutting and other stationery articles with motive power not exceeding 10 H.P. Number of workmen not to exceed 9;





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- (xvi) Tailoring and embroidery establishments with motive power not exceeding 10 H.P. Number of workmen not to exceed 9;
- (xvii) Engraving, printing of all types on cloth and fine art work employing not more than 9 persons;
- (xviii) Automatic typewriting employing not more than 9 persons;
- (xix) Flashing and non-flashing signs as per commercial zones;
- (xx) Such other allied repairs or cleaning shops of consumer goods not employing more than 9 persons and 10 H.P. motive power that are not noxious or offensive because of emission of odours, dust, smoke gas noise vibration or otherwise dangerous to the public health and safety as the Commissioner may deem fit to permit.
- (xxi) Coffee grinding and roasting not employing more than 9 person, with motive power not exceeding 10 H.P.
- (xxii) Mattress making and cotton cleaning not employing more than 9 persons, with motive power not exceeding 5 H.P.
- (xxiii) Diamond cutting and polishing not employing more than 9 persons and Total H.P. not exceeding 1.00 H.P.

N.B.: Wherever the motive power is not specifically stated in the above items it shall be restricted to 10 H.P.



ANNEXURE 'A'

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J. P. THACKER  
N. D. MISTRY  
S. R. WADIA  
E. B. DESAI  
S. D. BHARUCHA  
R. F. MENTHA (MRS)  
D. M. POPAT  
E. A. K. FAIZULLABHOY  
N. D. NANAYATI  
A. P. HAVANI  
S. N. ANTIA  
S. S. BHESANIA  
S. D. COLABAWALLA  
N. N. MULLA  
S. J. THACKER  
R. N. KRISHNAMURTHI  
M. P. BHARUCHA  
C. N. MISTRY  
Y. P. DANDIWALA

MULLA & MULLA & CRAIGIE BLUNT & CAROE  
(REGISTERED)

*Advocates Solicitors and Notaries*  
JEHANGIR WADIA BUILDING, 51 MAHATMA GANDHI ROAD,  
BOMBAY 400 001.

TELEPHONE  
2044800 (8 LINES)

TELEGRAM  
LEGES BOMBAY

TELEX  
MULLAS 011-2007  
011-4280

FAX  
022-2040246 (NATIONAL)  
0122-2040246 (INTERNATIONAL)

OUR REF: BHA/11892

April 20, 1989.

TO WHOMSOEVER IT MAY CONCERN

RE: Property at 55 Gandeve Road, Bombay-400 007,  
bearing Cadestral Survey No.1551 and 1772 of  
Girgaun Division.

1. We have perused the title-deeds of the above property and certify that in our opinion, the title of PLAZA PANCHSIL ESTATES PRIVATE LIMITED, THE Vendor, is clear, marketable and free from encumbrances, charges and/or claims except the following:

- (i) Equitable Mortgage not exceeding Rs.380 lacs in favour of Bank of Credit and Commerce International (Overseas) Ltd., Nariman Point, Bombay-400 021.
- (ii) Charge not exceeding Rs.200 lacs in favour of Bank of Baroda, Bombay, as a Pari Passu Charge with Bank of Credit and Commerce International (Overseas) Ltd.
- (iii) Balance amount of Rs.61 lacs payable to M/s.Bowen Flexipack under the Consent Terms in Suit No.2855 of 1986 filed in the High Court of Judicature at Bombay towards rehabilitation.
- (iv) Balance amount of Rs.73 lacs payable to M/s. Karnodaya Press under the Consent Terms in Suit No.2856 of 1986 filed in the High Court of Judicature at Bombay towards rehabilitation.
- (v) Balance amount of Rs.66 lacs payable to M.C. Gandhi Rent A/c. under the Consent Terms in Suit No.2857 of 1936 filed in the High Court of Judicature at Bombay towards rehabilitation.

Mulla & Mulla & Craigie Blunt & Caroe,

Sd/-  
Partner

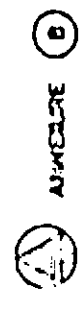




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- BASEMENT FLOOR -



ARCHITECTURE

PROJECT  
 BUILDING ON G.S. NEISSI OF  
 GARGACH D.M. AT HIGGERSCHOKIA  
 ANKURJANDEVI RD, HUGHES RD,  
 BONGAY

ENGINEER PLAZA PANCHSI ESTATES  
 PVT LTD

DR. P. R. SINGH & SON  
 ARCHITECTS, ENGINEERS & SURVEYORS  
 10/1, BANGALORE ROAD, BANGALORE

*Sundeep Singh*

*Sd/-*

*31.11.19*

STRICTLY CONFIDENTIAL  
 1/16



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ANNEXURE "C"  
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THE SCHEDULE OF SPECIFICATIONS ETC.  
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- Item 1 The construction will be of R.C.C. columns and beams. The Building is of ground floor and upper floors, the roof of each floor will be of R.C.C.
- Item 2 There will be two openings for each unit. One opening will be for normal use of entrance and exit and the other opening will be an emergency exit as per requirement of Chief Fire Officer.
- Item 3 The unit will be provided with a lavatory block containing an English Type W.C. and a wash basin sink.
- Item 4 Electric light points will be provided in the unit.
- Item 5 Necessary Cables for the said Service Industrial Estate will be provided by BEST.
- Item 6 Municipal Water connection will be provided for drinking purpose as per Municipal sanction with necessary underground and overhead water tanks of adequate capacity.



Handwritten signature and date: 1/8

M/S. PLAZA PANCHSIL ESTATES PVT. LTD.

3336  
AND

RAJIV BHARAT SITALI

Address \_\_\_\_\_

Tel.No. \_\_\_\_\_

Handwritten: 5 20 110

AGREEMENT FOR SALE

UNIT NO. 33

FLOOR BASEMENT

Handwritten: CS 1557

Handwritten: Copy of M to be 530000

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Handwritten: 40 200

Handwritten: 100

Handwritten: 5500

Handwritten signatures and dates: 20/10/2002, 20/10/2002

MULLA & MULLA & CRAIGIE BLUNT & CAROE  
Advocates Solicitors & Notaries,  
Jehangir Wadia Building,  
51 Mahatma Gandhi Road,  
BOMBAY - 400 001.