

Royal Dental Clinics Pvt Ltd

642/100/1

AGREEMENT FOR SALE

~~3~~ ~~1/4~~

T 4



Diamond Plaza

New A/c Laxminarayan Shopping Centre,  
Podar Road, Malad (E),  
Mumbai 400 097

Office No. 09 on Stilt floor

Sl. No 9 D. Ad. Pune



Thursday, December 04, 2003

11:00:12 AM

Original

नोंदणी 39 म.

Regn. 39 M

# पावती

पावती क्र. : 9030

दिनांक 04/12/2003

गावाचे नाव मालाड

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार



वर्ष 2003

सादर करणाराचे नाव: रॉयल डेंटल क्लिनिक (प्रा) लि. संचालक सरीता - चमरीया

नोंदणी फी	:	4210.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (29)	:	580.00
<b>एकूण रु.</b>		<b>4790.00</b>

आपणास हा दस्त अंदाजे 11:14AM ह्या वेळेस मिळेल

# DELIVERED

सह. दुय्यम्हिका विभागाच्या सचिवाची  
मुंबई उपनगर जिल्हा

बाजार मूल्य: 418880 रु. मोबदला: 421000 रु.  
भरलेले मुद्रांक शुल्क: 42100 रु.

पे बॉर्डर रु. ४२९०१ क्रमांक ४६२५०१ दिनांक २०/१२/०३

बळन रु. क्रमांक दिनांक

डी.डी. रु. क्रमांक दिनांक

बँकेचे नांव मुंबई उपनगर जिल्हा

# GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. **315511**

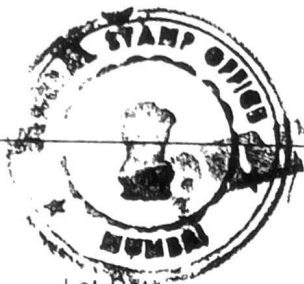
Receipt Date **20-OCT-03**

Received From **ROYAL DENTAL CLINICS PVT LTD**

On Account of **SALE OF STAMPS**

Counter No. **CNT-2**

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
PO	883633	15-OCT-03	SARASWAT CO- OP. BANK LTD. (SRC)	F	42,100.00



Case No

Lot No

Lot Date

Total D O

Sl. No.	Description of Stamps / Particulars	Quantity	Denomination	Amount (In Rs.)
1	SPECIAL ADHESIVE	1	42100	42,100.00
Total				42,100.00

Rs. **42100**

Rupees

**Forty Two Thousand One Hundred only**

मदार्क **ANIL DHANVI JAY** बंद करता

Note: At the time of Registration, please produce the original Receipt before the Sub-Registrar.

# A G R E E M E N T

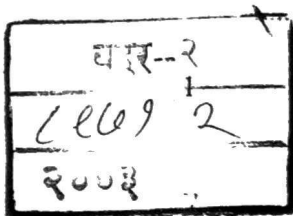
This Agreement made at Mumbai on this 29<sup>th</sup> day of October 2003, between Majithia Enterprise, a partnership firm registered under the Indian Partnership Act, 1932 and having its place of business at Shanti Bhavan 1<sup>st</sup>. Floor, 47, Dhirubhai Parikh Marg, Kalbadevi Road, Mumbai - 400 002, hereinafter called "Party of the First Part" (which expression shall unless repugnant to the context or meaning thereof include the said firm of M/s. Majithia Enterprise and the partners thereof for the time being) of the One Part, AND Shri/Smt./Messrs. Royal Dental Clinics Pvt Ltd.

residing at Laxminarayan Shopping Centre  
Gr. Floor, Room No: 23, Podar Road,  
Malad (East), Mumbai: 400097.

hereinafter referred to as "Party of the Second Part" (which expression shall unless it be repugnant to the context or meaning thereof include his/her/their heirs, executors and administrators of the other part.

WHEREAS by conveyance dated 12<sup>th</sup> day of October 1978 registered at the Bombay sub-Registry under No. 52045 of 1978 of Book No. I (1) Prafulchandra Bhuralal Shah (2) Sudhirchandra Bhuralal Shah & (3) Shishirchandra Bhuralal Shah all three of Bombay hereinafter called "the Vendors", sold and conveyed to party of the first part the land hereditament and premises situated at Podar Road, Malad (East) in Greater Bombay containing land admeasuring 4890 sq. yards equal to 4088.4 sq. meters or thereabouts with the buildings thereon more particularly described in the schedule thereunder being the same premises as are described in the first schedule hereunder written (hereinafter called "the said property") free from encumbrance and delivered possession of the said property on 12<sup>th</sup> October, 1978 to the party of the first part.

AND WHEREAS the party hereto of the second part has taken inspection a true copy of the said conveyance dated 12<sup>th</sup> October 1978 as also of the documents relating to the said property with the party of the first part and has satisfied himself/herself/themselves about the title to the said property AND WHEREAS the knowledge of party of the First part there is no encumbrance on the said property AND WHEREAS party of the First part has constructed in the said property a building



भारत  
R. 0042100  
INDIA  
108078 OCT 20 2003  
P B 105

*SAC*  
M. M. Pednekar  
Proper Officer.  
General Stamp Office Mumbai

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 915111 R  
 221001  
 For copy fee  
 To proceed MPE handling

# MAJITHIA ENTERPRISE

47, Dhirubhai Parekh Marg,  
Shanti Bhuvan Kalbadevi,  
Mumbai - 400 002.  
☎ : 208 4582 / 208 4574  
Fax : 208 1390

Ref. No.

Date \_\_\_\_\_

DATE: 24<sup>th</sup> October 2003

TO,

M/s. ROYAL DENTAL CLINICS PVT LTD.  
DIAMOND PLAZA  
LAXMINARAYAN SHOPPING CENTRE  
Gr. FLOOR, ROOM NO: 23,  
PODAR ROAD, MALAD (EAST),  
MUMBAI - 400 097.

**SUB: POSSESSION OF OFFICE NO: 09 IN 'DIAMOND PLAZA'  
LAXMINARAYAN SHOPPING CENTRE**

Dear Sir,

We thank you for making your full & final payment towards the said office No: 09 booked by you.

We hereby take pleasure in informing you that today we have handed over the possession of the said Office No: 09 to you.

**Yours Faithfully,  
FOR MAJITHIA ENTERPRISE**

*nm majithia*

**PARTNER**

20RS



Date.....  
L. S. V. No.....

15 OCT 2003

21 OCT 2003

Shri. P. P. Kenjale  
Proper Officer

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श्री अशोक एस माथिक  
परवाना धारक मुद्रांक विक्रेता-२४.  
११, माहिर बिल्डींग, पालिका म्यूड, वेल्सर्ड इस्टेट, मुंबई-३८.  
क्रमांक: 1637 दिनांक  
जे. / धीयती FOR MAJITHIA ENTERPRISE  
दिनांक: 21/10/2003 व्यापकितर मुद्रांक वेपर विक्रमा.  
परवाना धारक का.६ कि.०००

MEMORANDUM OF UNDERSTANDING FOR AMENITIES

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SAE

This Memorandum of Understanding is executed at Mumbai on 29<sup>th</sup> day of October 2003 between MAJITHIA ENTERPRISE, a Partnership firm, registered under the Indian Partnership Act, 1932 and having its place of business at Shanti Bhuvan, 1<sup>st</sup> floor, 47, Dhirubhai Parikh Marg, Kalbadevi Road, Mumbai - 400 002, hereinafter called "Party of the First Part" (which expression shall unless repugnant to the context or meaning thereof include the said firm of M/s. MAJITHIA ENTERPRISE and the partners thereof for the time being) of the One Part, M/s. ROYAL DENTAL CLINICS PVT. LTD., having their Residence at Laxminarayan Shopping Centre, 4<sup>th</sup> Floor, Room No: 23, Podar Road, Malad (East), MUMBAI: 400 097.

Contd..... 2 ...

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SAE

उपना

PARTICULARS	RATE / SQ.FT. RS.	AMOUNT RS.
1. <u>FLOORINGS :</u>		
a. Spartex Tiles in Office	200/-	60,400.00
b. Granite in Passage	225/-	67,950.00
c. Checkered Tiles in Entire Compound	200/-	60,400.00
2. <u>ELECTRIC FITTINGS :</u>		
a. Air Conditioner in each office With fittings charges		99,950.00
b. Special cable for Air Conditioners	175/-	52,850.00
3. Aluminum frames with powder coatings, Glass and Grills outside window.	225/-	67,950.00
4. Fire Fighting Tank in compound	175/-	52,850.00
5. Service Charges	175/-	52,850.00
		<b>5,15,200.00</b>

We hereby confirm and satisfied the Works mentioned above and agree to pay the amount accordingly.

M/s.ROYAL DENTAL CLINICS  
PVT LTD

*Savitri A. C.*

AUTHORISED SIGNATORY

FOR MAJITHIA ENTERPRISE

*M. P. Majithia*

AUTHORISED SIGNATORY

consisting of ground floor and one upper floor as per building plans sanctioned by the Municipal Corporation of Greater Bombay hereinafter called "The Corporation" and occupation certificate and completion certificate in respect thereof is issued by the corporation.

AND WHEREAS party of the first part had sold on Ownership basis, portions of the said building including garages and parking spaces, in the stilt on ownership basis to several persons on their agreeing and on condition that party of the first part intended to avail in future the remaining and entire FSI available by TDR in respect of the said property for construction of further building in future, which agreement and condition were incorporated in the ownership agreements executed with the purchasers of the said portion in the said property then constructed by party of the first part and that on the basis of the said agreement and the said condition the purchases from party of the first part were made by such purchasers of the portions aforesaid and in respect of such agreement the several respective purchasers of such portions had given their irrevocable consent to the further or additional construction to be made in the said property by the party of the first part.

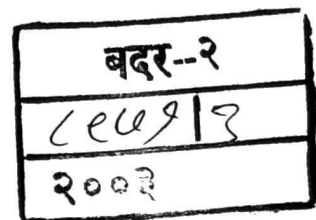
AND WHEREAS after such partial development with the purchasers on ownership basis aforesaid, such persons the purchasers promoted a co-operative society by the name of "Laxmi Narayan Shopping Center premises society Ltd." (hereinafter referred to as "the said Society") on or about April 1987 and having its registered address at off 36 Laxmi Narayan Shopping Center, Podar Road, Malad (East), Mumbai : 97, in Brihan Mumbai.

AND WHEREAS the party of the first part is now developing further the said property by New Construction utilizing the unutilised F. S. I. in the stilt And also further F. S. I. acquired by the party of the first part by purchase of T. D. R. Certificates for the new construction in the same property which new construction is going to be made or is being now made in the stilt and is hereinafter referred to as "The New Construction".

AND WHEREAS it has been agreed between the party of the first part and the said society and all its members on one hand and the party of the first part on the other hand that the purchasers from the party of the first part of portions of the New Construction and whose names will be intimated by the party of the first part to the said society shall be admitted by the said society as its members on their agreement to observe the Bye-laws of the said society.



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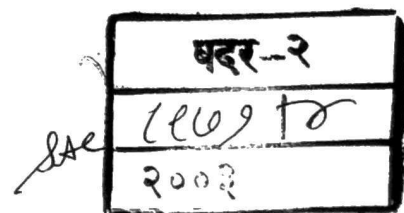
AND WHEREAS party of the first part has informed the party of the second part that the party of the first part intends to avail of the further F. S. I. which may be available in respect of the said property and / or acquired by the party of the first part by T.D.R. for further construction and development in the said first property till and until the said society prefers to take a conveyance of the said property as may be then existing and also with liberty to the party of the first part to complete the construction then under construction and use unused F.S.I. for further construction and according to sanctioned plan, without any disturbance or obstruction from the society or any purchaser of the portions under agreements made in or above the years.

AND WHEREAS the party of the second part has taken inspection of the sanctioned plan in respect of the new construction.

AND WHEREAS on the basis of all whatever that is stated above the party of the Second part has offered to purchase from the party of the first part the shop/office hereinafter referred to, on distinct, and clear agreement that the party of the Second part hereby irrevocably gives his/her/their consent to the party of the first part using such F.S.I. Or further or additional F.S.I. which may be available as also added F.S.I. By purchase of T. D. R. certificates AND WHEREAS the party of the First part has also made no representation whatever to the party of the second part as to the size of the structure of the buildings to be constructed and as to the number of shops/offices/flats which will be ultimately constructed in the buildings in the said property.

AND WHEREAS the party of the First part has reserved to itself its right to make alterations in the said sanctioned building plans of the new construction and to make alteration in the structure of the buildings as now appearing in the sanctioned building plan and to construct additional structures without reference to or requiring any consent of the party of the second part, provided that such alteration or additional structures does not materially alter the size of the accommodation offered to be purchased by the party of the second part which the party of the second part unconditionally and irrevocably hereby confirms.

AND WHEREAS the party of the second part admits that no such, or any representation, as to the size of the structure or number of shop/office in the buildings or any other representation except as herein appearing has been made by the party of the First Part to the party of the second part either as an inducement to the party of the second part to purchase the shop/office as is hereinafter appearing or otherwise howsoever and the party of the second part has made his/her/their offer to purchase the shop/office hereinafter subject to the reservations of the rights and claims of the party of the first part as aforesaid and those hereinafter contained.





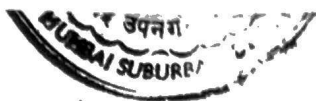
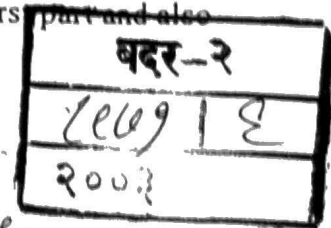
It is expressly agreed that the time for the respective payment/s mentioned in sub-clauses (b) to (e) shall be of the essence of the contract and any default if made by the party of the second part if default is made will entail to the party of the second part the consequences mentioned in clause 5.

3. The party of the first part agrees to hand over possession of the said shop/office to the party of the second part on or before the 31<sup>st</sup> December, 2001 but subject nevertheless to any delay by reason of any Act of God or unavoidable delay or circumstances or any natural calamity, act of enemy, war and particularly of non-availability of cement, iron or other building materials or any other causes beyond the control of the party of the first part and subject to other terms and conditions contained in this agreement and provided that the party of the second part makes all the several payments now due or hereafter to be made by the party of the second part mentioned in relevant sub-clauses (b) to (e) of clause 2 hereof and the other payments and deposits contained in clauses 4 and 8 hereinafter or any other payments and deposits hereinafter mentioned in this agreement and provided that the party of the second part does not commit default in observance or performance of any of its covenants or conditions herein contained.

4. In addition to his/her/their covenant in clause 2 herein above contained, the party of the second part doth hereby agrees and covenants with the party of the first part that on expiry of seven days from the date of posting of the intimation referred to in the last sub-clause (e) of clause 2 above at the said address of the party of the second part and also referred to in clause 8 hereinafter the party of the second part shall in respect of the said shop pay from time to time to the party of the first part (a) the proportionate share of the party of the second part of Municipal taxes, rates, assessments, duties, impositions and any or all outgoings which shall be or become due and payable on the land or buildings in the said property from time to time or which may hereafter be imposed upon by the Corporation or the Government and (b) the proportionate share of the party of the second part of other outgoings, and of maintenance charges, as specified in the said clause 8 and the party of the second part hereby agrees to make the payments and deposits and keep deposited with the party of the first part the several amounts as mentioned in the said clause 8 and clause 9 as security for the due payment by the party of the second part of the share of the party of the second part of the said share of Municipal taxes and other outgoings and maintenance charges etc. and deposits to be made by the party of the second part until the execution of the transfer in favour of the cooperative society as provided in clause 20 and 21 hereinafter mentioned. The party of the second part shall after occupation of the said shop be deemed to be a tenant at will of the party of the first part and also liable to ejection as provided by clause 26 hereinafter.



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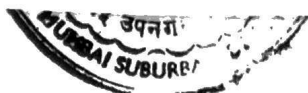
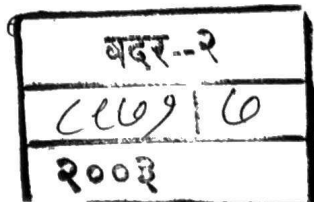
5. The party of the second part shall take possession of the said shop within seven days of the receipt of the notice aforesaid from the party of the first part (time in this respect being essence of the contract) and after execution of all necessary papers and documents required for being admitted as member of the said co-operative society and on payment of all balance of the amounts and deposits then due under this agreement to the party of the first part under clause 2 herein above and on making the deposits mentioned in clause 8 and 9 hereinafter and upon the delivery of such possession the party of the second part shall be entitled to use and occupy the said shop without any further claim whatsoever by or of the party of the second part as to any item or work or construction or possession or otherwise against the party of the first part but subject to the liability of the party of the second part to make further deposits under the other provisions hereof. In the event of the party of the second part failing to make the payments and deposits due by it and / or to sign papers required by the party of the first part as herein provided this agreement shall stand terminated and the party of the second part shall have no claim against the said shop/office or any other claim of any nature whatsoever against the party of the first part.

6. Nothing contained in these presents shall be construed as a demise in law from the party of the first part in favour of the party of the second part of the said shop/office or any part of the land on which the said building is to be constructed or of any part of the said building.

7. The party of the first part hereby agrees to accept all terms & conditions mentioned in this agreement.

8. The party of the second part shall from the date of Receipt of the Notice from the party of the first part to take possession of the said shop/office deposit and keep deposited a sum of Rs. 7500/- (Rupees Seven Thousand Five Hundred Only — only) *SAE* without interest with the party of the first part as security deposit towards the expenses mentioned below and shall also regularly pay every month and from month to month Rs. 2114/- in advance on account of his share of all outgoings and expenses inclusive of those mentioned hereunder and increased amount as may be demanded by the Party of the First Part at its discretion. The aforesaid payments shall not be final and the same shall be adjusted towards the final and exact amount to be transferred to the said society. *SAE*

expenses of maintaining, repairing, redecorating etc. of the main structure and in particularly the roof, gutters and rain water pipes of



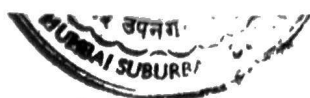
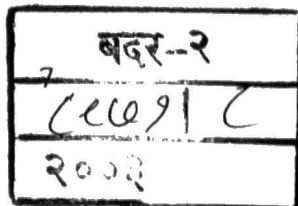
the building, water pipes and electric wires in under or upon the building and enjoyed or used by the party of the second part in common with the other occupiers of other shop/office/flat and the main entrance, passage, landings and staircases of the building as enjoyed by the party of the second part and used by him/her/them in common as aforesaid and the boundary walls of the building compounds, terrace etc. after the building is occupied by the owners of other shop/office/flat and till it is handed over to the registered body;

- (b) The cost of the salaries of clerks, bill collectors, chowkidars, sweepers etc. employed by the party of the first part after the portions of the buildings are occupied by the respective owners thereof and till the new construction is handed over to the said society.
- (c) Municipal and other taxes;
- (d) Premium for the insurance of the building when taken;
- (e) Such other expenses including all risk, insurance, as are necessary or incidental for the maintenance and up-keep of the building.
9. (a) The party of the second part hereby agrees to deposit with the party of the first part a sum of Rs. 11260/- for the purpose as mentioned hereunder :-

(i) Rs. 260/- towards share money and entrance fees of the said society.

(ii) Rs. 10000/- towards temporary or permanent deposits and service line charges to be made to Municipal Corporation of Greater Bombay, B.S.E.S. Ltd. or any other agency or other concerned authorities and on transfer of the land and building to the said society the party of the first part shall write necessary letter regarding the transfer of such deposits to the names of the individual member of the said society and the balance out of such deposits and expenses if any, to be refunded to the individual members or the said society.

Rs. 1000/- towards the contribution of the share of the party of the second part of the legal fees and expenses for the transfers



or leases of portions of land with buildings to co-operative society or Limited Company in respect of any portion of the said property.

- (c) The party of the second part hereby agrees to pay the Amount of stamp duty which may be charged and leviable on the value of the premises purchased by the party of the second part in respect of the transfer and/or the conveyance.

10. The party of the second part shall maintain at his/her/their own costs his/her/their said shop/office agreed to be acquired by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all the bye-laws and regulations of the Government, Municipal Corporation of Brihan Mumbai and any other authorities from time to time and at all times in force and shall also attend to, answer and be responsible for all notices or violations of any conditions or rules or bye-laws and shall also observe and perform all the terms and conditions contained in these presents and it is expressly agreed that the party of the second part has agreed to acquire the said shop subject to the terms and conditions contained in this agreement. It is specifically agreed that by this Agreement, the party of the second part has agreed to acquire the said shop/office only and no other part either of the building in the said property or any portion of the land in the said property or any other right whatsoever.

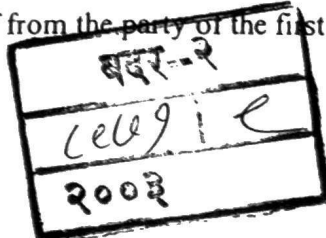
11. The party of the first part, provided that they shall not in any way affect or prejudice the right created in favour of the party of the second part under these presents, shall be at liberty to sell, assign and otherwise to deal with their interest in the aforesaid land and building or any part thereof in such manner as they like without any consent or objection from or of the party of the second part.

12. In the event of any of the portion of the land in the said property being notified for set back or acquisition before the transfer of the property to the cooperative society, the party of the first part alone shall be entitled to receive the amount of compensation or such other benefit that may be given by the authorities concerned for the set back land.

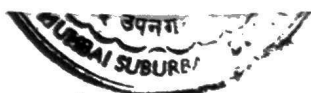
13. Hereafter if any charges are levied by or payment required to be made to any Government authorities or local bodies either in respect of the land in the said property or building thereon or otherwise howsoever, the party of the second part, shall pay to the party of the first his/her/their proportionate share thereof which may be due at or before or after taking the possession of the said shop/office and as may be required or demanded by the party of the first part who shall be the sole judge as to the amount to be so paid by and the party of the second part shall not question the decision of the party of the first part as to the amount to be paid or require any proof from the party of the first part.



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SAC



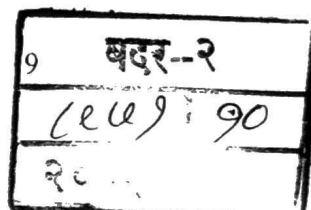
14. The party of the first part shall in respect of any amount to be paid by the party of the second part under the terms and conditions of this agreement have a first lien and charge on the said shop agreed to be acquired by the party of the second part till all the amounts and deposits due and payable by the party of the second part to the party of the first part or covenanted to be paid under this agreement are paid and the party of the second part shall have no right whatsoever to the said shop it is also specifically agreed that the party of the second part shall not without previous written consent of the Party of the First Part let, sub-let, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of his/her/their said shop or his/her/their interest under or the benefit of this agreement or any part thereof till all the dues and deposits from the party of the second part and payable to the party of the first part are fully paid and only if the party of the second part has not been guilty of breach or non-compliance of any of the terms and conditions of this agreement and until he/she/they obtains previous consent in writing of the said party of the first part as aforesaid.

15. The party of the second part shall not be entitled to claim partition of his/her/their share in the said property and/or the said building and the same shall always remain undivided and impartible.

16. The party of the second part shall not and hereby agrees not to use the said shop/office for any purpose other than the purpose for which it is given. It is also specifically agreed that the party of the second part shall maintain and keep the said shop in such good and complete condition as the party of the first part or the said society as the case may be, may determine.

17. The party of the second part hereby undertakes not to damage the said shop/office and its walls and all partition walls, and also the sewers, drains, pipes and appurtenance thereto and keep the same from time to time in good tenantable repair and condition and in particular so as to support and protect all the parts of the buildings including his/her/their said shop and the amenities to the same.

18. The party of the second part hereby covenants with the party of the first part to pay as and when due and whether demanded or not all amounts to be paid by the party of the second part reserved or agreed to be paid under this agreement and to observe and perform all the covenants and conditions contained in this agreement to be observed and performed by the party of the second part and keep the party of the first part indemnified from or against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed and performed by the party of the

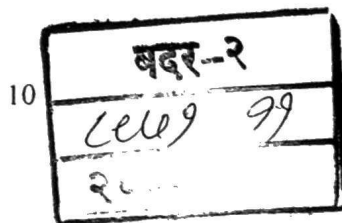


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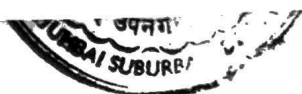
19. The said property shall always be known as DIAMOND PLAZA Laxmi-Narayan Shopping Centre and this name shall not be changed at any time for any reason whatsoever.

20. The party of the First Part agrees to transfer the said land described in the First Schedule hereunder written with the old existing buildings there on along with the building of new construction now being developed on the said land by the party of the First Part i.e. new construction to the said cooperative society with conditions including a condition that the transferee Cooperative society shall grant a lease of requisite portions of land with the old existing buildings more particularly known as Gautam Niwas No. 1 and 2 bearing ward No. P-6897/102/3 and P-6898/102/3A the said buildings admeasuring built-up area of 18,438.94 sq.ft. in all to the party of the first part or to the nominee or nominee of the party of the First Part or as the Party of the First Part may direct for a period of 999 years and at a nominal yearly rent of Rs. 1/- and payable if demanded or from the said date in alternative to transfer or lease of with to one or more cooperative societies or Limited Companies portions of the land in the said property described in the First Schedule including or buildings on such portions and for purpose of such transfer or lease, it is hereby agreed between the parties hereto that on the transfer or lease of the old existing buildings Gautam Niwas No. 1 and 2 to the party of the First Part or its nominees as aforesaid, the tenants in the said old existing buildings shall be the tenants of the party of the first part or its nominees with requisite and proper letter of allotment as tendered by the Party of the First Part. The tenants shall be entitled to purchase their respective tenements on ownership basis and shall be entitled to become the member of the society if any formed and the party of the second part or the society shall admit such tenant and shall have no objection to admitting such tenant purchaser, as member of the Co-operative society to be formed for purchase of his own tenement without charging any consideration for such admission of such tenant on purchase by him of his tenement as member of Co-operative Society or limited company.

21. The party of the First part shall have a right until the transfer in favour of such co-operative Society to make additions, raise storeys or to put up additional structures in the said buildings in the property or the open spaces in the said property as may be permitted by the Municipal and other competent authorities. Such additions, structures and storeys will be the sole property of the party of the First part until the transfer to said Co-operative Society of the said property or portions there of including land and building thereon and the party of the First part shall be entitled to dispose of in any way they choose such additions in the buildings or the open space in the building or for parking motor cars and the party of the second part hereby irrevocably consents to the same. The terrace of the building including the parapet walls thereof and all the outer walls of the built-up portions



SAC



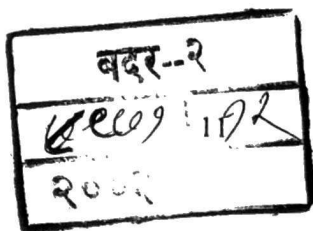


in the property shall always be the property of the party of the First part till such transfer and this Agreement with the party of the second part and all other Purchasers of shops/offices/flat in the buildings or in the said property shall be subject to the aforesaid right of the party of the first part who shall be entitled to use the said terraces including the parapet walls and the outer walls of the buildings for any purpose including display of advertisements and sign-boards and the party of the second part shall not be entitled to raise any objection or to any abatement or reduction in the price of the shop agreed to be acquired by him/her/them and/or to any compensations of damages on any ground whatsoever.

22. The party of the Second Part shall have no claim save and except in respect of the particular shop/office hereby agreed to be acquired, and it is agreed that all open spaces, parking places, lobbies, staircases, terraces and including any additional F. S. I. available for building in the said property will remain the property of the party of the First Part until the whole of the said property is transferred to such Co-operative Society and such transfer shall also be subject to the terms and any rights reserved to the party of the First Part in the said property or in the unsold shops and those herein otherwise provided.

23. The transfer deeds and leases and all other documents shall be prepared by the lawyers of the party of the first part or approved on their behalf and shall contain covenants and conditions not in-consistent with those contained in this Agreement and with such modifications, alterations and additions therein as the party of the First part may deem fit and proper and other provisions which they think necessary and desirable in reference to previous antecedents.

24. Until the transfers and leases as aforesaid the party of the second part shall hold the said shop subject to the same obligations and conditions and provisions contained in this agreement and the party of the second part shall pay his/her/their proportionate share of all existing and future assessments and outgoing share of all existing and future assessments and outgoings of every description for the time being payable by the landlord or tenant or by the occupier in respect of the said land and buildings thereon and the share of all other charges for the maintenance of the said property, and the buildings thereon and the management of the said property. On failure or default being committed by the party of the second part in payment of any amounts due by the party of the second part under this Agreement or if the party of the second part shall commit default in observance of any of his/her/their covenants and conditions herein contained, it shall be lawful for the party of the first part to terminate this agreement and eject the party of the second part from the said shop.



25. The party of the second part hereby agrees that in the event of the any amount by way of betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the party of the first part in respect of the said property described in the first schedule, the same shall be reimbursed by the party of the second part to the party of the first part in proportion of the area of the shop agreed to be purchased by the party of the second part and in determining the amount so payable by the party of the second part, the decision of the party of the first part shall be conclusive and binding upon the party of the second part.

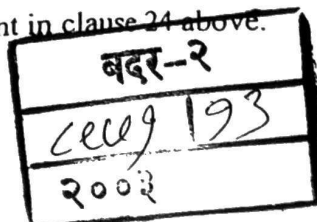
26. Until such time as the transfers or leases are executed as aforesaid the party of the second part agrees to abide by all the rules and regulations framed or to be framed by the party of the first part from time to time and also to do all and every reasonable act that the party of the first part may call upon the party of the second part to do in the interest of the said property and the holders of other shop/office.

27. The party of the second part shall sign all papers and documents and do all other things that the party of the first part may require him/her/them to do from time to time in their favour or as may be necessary for safeguarding the interest of the party of the first part in the said property and of holders of other shops/offices/flats in the buildings in the said property.

28. All the costs, charges and expenses in connection with preparing engrossing of and stamp duty on transfer deeds and leases and registration charges of the same and of all the agreements, writings, transfer and all other documents required to be made and executed by the party of the first part in preparing and approving all such documents shall be borne and paid by the party of the second part along with the acquirers of other shops/offices/flats in the said property and the said society. The party of the first part shall not be liable to contribute anything towards and in respect of the aforesaid expenses. The proportionate share of the aforesaid expenses payable by the party of the second part shall be paid by him/her/them to the party of the first part whenever called upon either before or after delivery of possession of the said shop. The cost of this agreement including stamp duty thereon and registration shall also be borne and paid by the party or the second part or the said society alone. The stamp duty, if any, chargeable and/or assessed or becoming payable on the value of the said shop purchased herein by the party of the second part if any due or payable in respect of the conveyance as may be required by stamp authorities shall be paid by the party of the second part alone and the party of the second part shall forthwith on demand pay the same and on failure to pay the same by the party of the second part, the Party of the First Part shall be entitled to terminate this agreement and the Party of the Second Part shall be liable to ejectment as provident in clause 24 above.



12



SAC

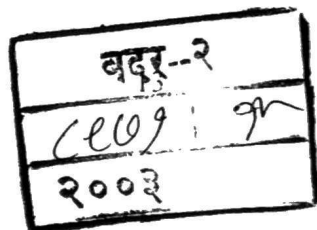
29. The party of the second part shall also pay his/her/their proportionate share of the insurance premium to keep the building in the said property insured against loss or damage by fire or earthquake and to get a capital redemption policy in a sum equivalent to the total price of all the shops/offices/flats in the said buildings in the said property with the insurer to be approved by the party of the first part. All the moneys as and when received by virtue of any such insurance shall be spent in re-building or repairing the premises. Whenever before the transfer to the society the buildings in the said property or any part thereof shall be destroyed or damaged for any reason whatsoever then and in that event, the party of the second part shall pay his/her/their proportionate share for re-instating and repairing the same to the Party of the First Part. The party of the second part shall pay the proportionate share of all the betterment and/or development charges that may be levied by the Municipal Corporation of Brihan Mumbai or any public body or Authority. The party of the second part shall also pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and conditions to the satisfaction of the party of the first part as may be demanded in their absolute discretion by the Party of the First Part.

30. The party of the second part shall at no time demolish or cause to be demolished the said shop/office or may part thereof or make or cause to be made therein any new construction or any change or any addition or alterations of any nature whatsoever in the said shop or the building without the prior consent in writing of the party of the first part till the party of the first part has transferred the said property in favour of the Co-operative society as aforesaid.

31. The party of the second part shall not at any time do or cause or permit to be done any nuisance or annoyance in or upon the said shop or in the said property or any portion thereof or do anything which shall cause annoyance any uncovering or hindrance or disturbance to the holders of other shop/office /flats/officers and/or the property in the neighborhood.

32. The party of the first part shall not be responsible to the party of the second part in any manner whatsoever if the purchasers of the shops/offices/flats or any other portion or party whatever shall fail to co-operate to form Co-operative societies one or more as hereinbefore mentioned.

33. The party of the second part agrees to pay all the amounts payable under the terms and conditions of this agreement as and when due, time in this respect being of the essence of the contract. The party of the first part shall not be bound to give any notice for payment of the amount aforesaid and the absence of notice shall not be taken as an excuse for non-payment of or delaying the payment any amount or amounts on due dates.



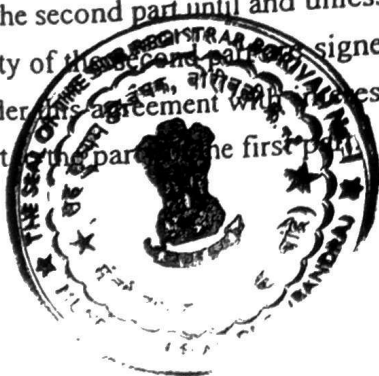
SAC

34. Interest at the rate of 21% (Twenty-one-percent) per annum shall be paid by the party of the second part to party of the first part on all amounts due by him/her/them under this agreement and the share of the Party of the Second Part of all municipal taxes and other outgoings from the due date for the payment stated by the party of the first part till the amounts are paid. This provision is without prejudice to the right of the party of the first part to forthwith terminate this agreement under the provisions hereinabove and the other rights of the party of the first part as provided in clause 38 hereinafter.

35. All letters, receipts and/or notices issued by the party of the first part dispatched under certificate of posting to the address given to them by the party of the second part mentioned hereinabove will be sufficient requirement and discharge to the party of the first part.

36. If the party of the second part shall neglect, omit or fail for any reason whatsoever to pay or making the agreed deposits with the party of the first part any of the amounts or dues payable by the party of the second part under the terms and conditions of this agreement, including those referred to in clauses 2, 4, 5, 8, 9, 13, 18, 26, 27, 30, 31, 35 hereinabove and 43 hereinafter contained whether before or after occupation of the said shop within the time provided or if the party of the second part in any other way shall fail to perform and/or observe any of the stipulations of his/her/their part therein contained or referred to, including those contained in clauses 9, 10, 14, 16, 17, 21, 28, 29, 32, 33 and 36 hereinabove, the party of the first part shall be entitled to rescind and / or to terminate this agreement and on such rescission or termination by the party of the first part this agreement shall cease and stand determined forthwith and the amounts already paid by the party of the second part shall absolutely stand forfeited to the party of the first part and the party of second part shall have no claim for refund or repayment of the said earnest money and/or amounts already paid by the party of the second part to the party of the first part or any part thereof and the party of the second part hereby agrees to lose and forfeit all his/her/ their benefits under this agreement and to all the amounts already paid, and shall also be further liable to immediate ejection and it is expressly agreed that the rights given by this clause to the party of the first part shall be and are without prejudice to any other right, remedies and claims whatsoever of the party of the first part may have against the party of the second part.

37. Under no circumstances possession of the shop/office shall be given to the party of the second part until and unless all documents and papers required to be signed by the party of the second part and handed over and all moneys required to be paid under this agreement with interest if any due, have been paid by the party of the second part to the party of the first part.



JAC

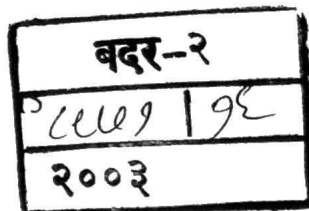
38. If the party of the first part is not able to give possession of the said shop to the party of the second part owing to unavoidable circumstances or for reasons beyond the control of the first part, or if the permission of any nature for transfer under the ceiling act is not granted, the party of the second part shall not be entitled to any refund or to the damages and/or compensation whatsoever.

39. The party of the second part agrees not to object to or complain in respect of any additions or improvements that may be made in the original plans at the instance of and/or at the discretion of the Municipal corporation of Brihan Mumbai or any other public Body or authority or for any additions or improvements in the original plans which the party of the first part may freely make, provided such additions and/or improvements shall not materially affect the dimensions of the shop agreed to be acquired by the party of the second part.

40. The party of the first part doth hereby covenant with the party of the second part that subject to the party of the second part paying all moneys and other payments due by it under this agreement to the party of the first part and the Party of the Second Part carrying out its obligations and covenants under this agreement of the party of the second part, the party of the second part shall subject to the provisions herein before contained peacefully hold and enjoy the said shop without any interruption by the party of the first part or any person lawfully claiming by through under or in trust for the Party of the First Part.

41. In case any security deposit is demanded by the Municipal authority or electricity supply company or other authorities concerned before or after giving the water connection or electric connection the same shall be paid by the party of the second part in proportion to the share to be decided by the party of the first part. Further in case the authorities require meters to be fixed for individual shop/office/flat space or otherwise in this respect the charges for the same and for such connection shall be paid by the party of the second part. The party of the second part shall pay his/her/their share of the security deposit, water-bill, electric charges and meters within a week of the demand made by the party of the first part.

42. Any delay or indulgence on the part of the party of the first part in enforcing the terms and conditions of these presents or any forbearance of or the grant of time to the party of the second part shall not be considered as waiver on the part of the party of the first part or breach of any of the terms and conditions of the represents nor shall such delay or indulgence in any manner prejudice in any manner the rights of the party of the first part



SAE



**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece or parcel of land of ground admeasuring about 4090 sq. metres being final Plot No. 5-A of Town Planning Scheme No. 1 of Notified area committee, Malad, together with the buildings and structures thereon situate at Podar Park Road, Malad (East), in Brihan Mumbai in the Registration subdistrict and district of Mumbai city and Mumbai suburban bearing C.T.S. Nos. 348 and 348/1 to 348/19 (both inclusive) and assessed by the Municipal Corporation of Greater Mumbai in 'P' Ward under Nos. P-6896/102/4D, P-6896/102/3, P-6898/102/3A and P-6899/102/2, P-6897/102/3 and bounded as follows :

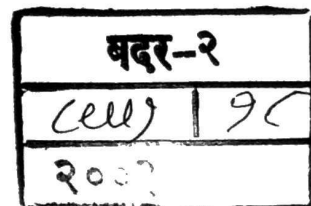
on or towards the North partly by the property bearing F. P. No. 3 of T. P. S. No. 1, Malad, C. T. S. No. 320 of Malad (East) and partly by the property bearing F. P. No. 4 of T. P. S. No. 1, Malad, C. T. S. No. 319 of Malad (East).

On or towards the South partly by the property bearing C. T. S. No. 347 of Malad (East) and Partly by the Property bearing F. P. No. 5-B of T. P. S. No.1, Malad, C. T. S. No. 349-A of Malad (East).

On or towards the East, partly by Public Road, known as Goshala Cross Road, and partly by F. P. No. 5-B of T. P. S. No. 1, Malad, C. T. S. No. 349-A of Malad (East).

On or towards the West, partly by Public Road known as Podar Park Road and partly by the property belonging to Anandilal Podar.

*SAC*



**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**BHATT & CO.**  
Advocates & Solicitors  
(Chandramani S. Bhatt)  
Telephone : 267 4285

Surya Mahal, 3rd Floor,  
5, Burjorji Bharucha Marg,  
Fort, Mumbai - 400 023.

**CERTIFICATE OF TITLE**

Re : Immovable property situate at Podar Park Road, Malad (East) in Greater Bombay being Plot No. 5-A of T. P. Scheme No. 1 of Notified Area Committee, Malad bearing City Survey No. 348 and 348/1 to 348/19 P-Ward Nos. P-6896/102/40, P-6893/102/3, P-6898/102/3A, P-7899/102/7, and P-6897/102/B.

1. Prafulla Chandra B. Shah
2. Sudhir Chandra B. Shah
3. Shishirchandra Bhuraial Shah... Vendors

To

Mathuradas Narandas, Majithia &  
4 Ors. trading in the name of

Majithia Enterprise... Purchasers

On behalf of our clients the Purchasers abovenamed, we have investigated the Vendors, title to the above property and certify that the same is marketable and the property is free from incumbrances.

Dated this 7th day of February, 1979.

Sd/-  
Advocates  
High Court, Mumbai



SAC

बदर-२
००९/१९
२००



SIGNED SEALED AND DELIVERED )  
by the withinnamed partnership )  
firm of MAJITHIA ENTERPRISE )  
by its partner or their constituted )  
Attorney Mathuradas N. Majithia )  
in the presence of..... R.C. Reshamwala )  
R.C-RESHAMWALA

For MAJITHIA ENTERPRISE  
Mathuradas N. Majithia  
Partner

SIGNED SEALED AND DELIVERED )  
by the withinnamed party of )  
the second part M/s. Royal Dental )  
Clinics Pvt Ltd. )

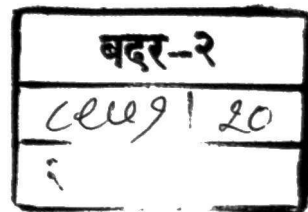
For and on behalf of  
Royal Dental Clinics Private Limited  
Savitri A.C.  
Director Auth. Sign./Director

in the presence of..... R.C. Reshamwala )  
R.C-RESHAMWALA

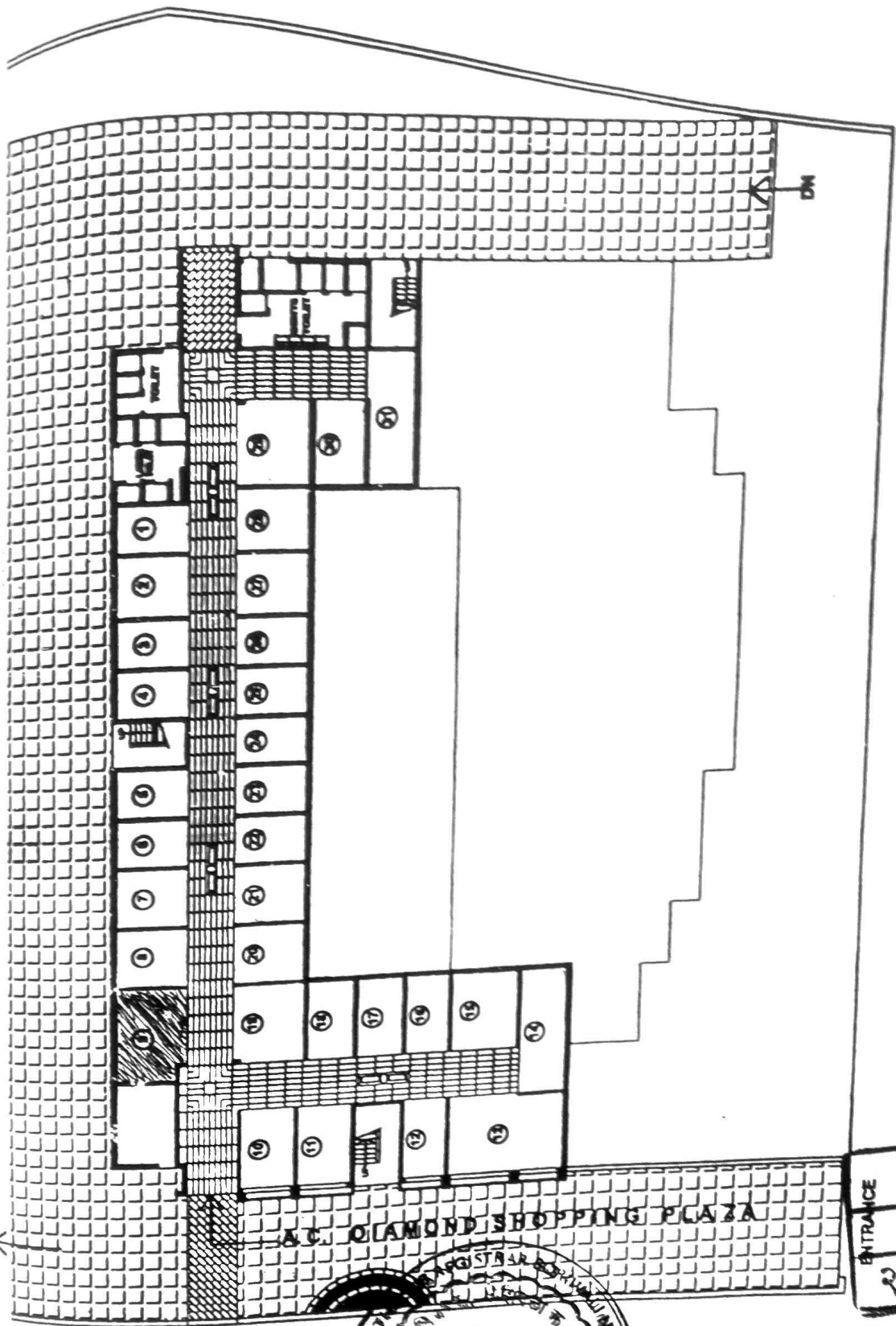
RECEIVED on or before the execution of these present the sum of  
Rs. 421,000/- (Rupees Four Lacs Twenty One Thousand Only) being  
the ~~earliest~~ <sup>full & final</sup> money ~~to be~~ paid by the party of the second part to the party of the first part on  
execution of these presents.

R.C. Reshamwala  
R.C-RESHAMWALA  
WITNESSES :

WE SAY RECEIVED  
For MAJITHIA ENTERPRISE  
Partner  
(MAJITHIA ENTERPRISE)



# ANNEXURE "A"



PODAR PARK ROAD

DAFTARY ROAD

A.C. DIAMOND SHOPPING PLAZA

ENTRANCE	बदर-२
	२६७१/२९
	२००५



MAJITHIA ENTERPRISE

Partner

TO SATYAPUR  
DIAMOND MARKET

# The Laxminarayan Shopping Centre Co-Op. Premises Society Ltd.

(Reg. No. BOM/IW-P/G-No. (c) 1005 of 86-87)  
FIRST FLOOR, LAXMINARAYAN SHOPPING CENTRE,  
PODAR ROAD, MALAD (EAST)  
BOMBAY-400 097.

Ref. No. \_\_\_\_\_

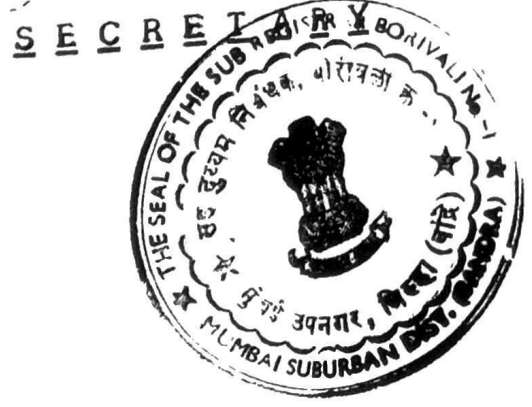
Date 24/11/2003

## TO WHOMSOEVER IT MAY CONCERN

This is to confirm that our Building known as  
Laxminarayan Shopping Centre was constructed during  
the year 1979-80. This is Ground Plus one story  
Building and do not have lift. The Office No.9  
of Diamond Plaza is at the stilt of our Building.

FOR THE LAXMINARAYAN SHOPPING CENTRE  
CO-OP. PREMISES SOCIETY LIMITED.

*A. K. Khan*



बदर--२  
*celly LR*  
२००३

R:MKB.

1. P. No. 5,00,000-7 03-1904-1 (No) 411  
2. R. D. No. 8810, dated 18.9.03

No 03184

RULED CARD

3200-3  
 609-3  
 3000-4  
 3000-0 मीमी  
 395 पद  
 300-60 3.0-0000000000

सं. 395  
 1) श्री. प्रभुचंद्र भाग्यलाल शर्मा  
 2) श्री. प्रभुचंद्र भाग्यलाल शर्मा  
 3) श्री. प्रभुचंद्र भाग्यलाल शर्मा

उ. जि. अधि. मुं. उ. अंगी यांचेकरील क.  
 प्र. ही सी/एल. एल. नं. 1/2222. दि. 20. 11. 03  
 प्रमाणे मुंबई नगरपालिका/वि. रो. धारा. तोंद. वेवली, मु. न. म. क. 4  
 मु. उ. 395 मीमी

सा. नं. सहस्रविराट् धोरणवा विमोचनी मु. 3  
 यंके नदीक मरिषा नं. N.A.P.P./सागड-डु. रिषा  
 दि. 20. 11. 03 अन्वये विनोदनी सव्याप्य वि. मु. न. म. क. 4  
 नं. 395 मीमी

बंदर-2  
 9/23  
 2003

बंदर-2  
 9/23  
 2003



23/01/00

Handwritten notes in the top left section, including numbers like 100.0000 and 100.0000.

Handwritten notes in the top right section, including the number 100 and other illegible text.

Handwritten signature and date: 2001 2/1/00

4/1/00

Main body of handwritten text, appearing to be a detailed account or report with multiple lines of text.

Handwritten signature and title: नगर भूसापन अधिकारी, माव्याड

Administrative stamps and handwritten numbers: 25/12/2000, 31/12/00, 353

Vertical stamp with numbers 90-0000 and 90-114



सत्य प्रतिलिपी

Handwritten signature and title: नंदोडि 31/3/00, नगर भूसापन अधिकारी, माव्याड



Rectangular stamp: बदर-2, 3695/90, 2003

Rectangular stamp: बदर-2, 6609/2m, 2003

7597-73-510 Dhs. of 100 Lvs.

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. 27/2960/BSTII/JP 9 AUG 1980

To: Shri P.P. Karani, Architect.

M/s. Karani & Sanghol.

Subject: W.C.C. for proposed bldg. on plot No. 5-A, T.P.S.I. at Foddar Rd. Malad East.  
Reference: Your letter dt. 8-8-80.

Sir,

7-7-80

The Completion Certificate submitted by you on \_\_\_\_\_ for the above work, is hereby accepted.

Yours faithfully,

Executive Engineer, Bldg. Proposals  
Bldg. Proposal (Western Sub.) Ward \_\_\_\_\_  
Zone \_\_\_\_\_

No. 27/2960/BSTII/JP

Copy forwarded for information to—

(1) W.O. \_\_\_\_\_ Ward.

(2) Dy. A. & C.

(3) E. E. V.

(4) D. E. H. O.

(5) Owner \_\_\_\_\_

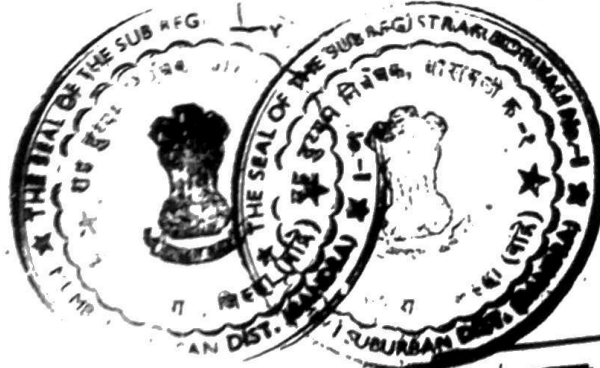
M/s. Rajitha Enterprises.

Asst. Engineer

Executive Engineer, Bldg. Proposals

Zone \_\_\_\_\_ Ward \_\_\_\_\_

303



बदर-२  
६७९/२५  
२००३  
५५४/१९  
२००३

04/12/2003

11:02:22 am

दुय्यम निबंधकः

बोरीवली 1 (मालाड)

दस्त गोषवारा भाग-1

वदर2

दस्त क्र 8971/2003

दस्त क्रमांक : 8971/2003

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

नाम: रॉयल डेंटल क्लिनक्स (प्रा) लि च्या संचालक  
सरीता - चमरीया

पत्ता: घर/फ्लॅट नं: 21

गल्ली/रस्ता: पोदार रोड

ईमारतीचे नाव: डायमंड प्लाझा, लक्ष्मी नारायण शॉपिंग  
सेंटर

ईमारत नं: -

पेठ/वसाहत:

पक्षकाराचा प्रकार

लिहून घेणार

वय 43

सही

*Suk-A-C*

छायाचित्र



अंगठ्याचा ठसा



बदर-२

८८७१/२६

२००३



दस्त गोषवारा भाग - 2

दस्त क्र. [वदर2-8971-2003] चा गोषवारा  
बाजार मुल्य : 418880 मोबदला 421000 भरलेले मुद्रांक शुल्क : 42100

वदर2  
दस्त क्रमांक (8971/2003)

दस्त हजर केल्याचा दिनांक : 04/12/2003 10:56 AM  
निष्पादनाचा दिनांक : 29/10/2003  
दस्त हजर करणा-याची सही :

पावती क्र.: 9030 दिनांक: 04/12/2003  
पावतीचे वर्णन  
नांव: रॉयल डेंटल क्लिनक्स (प्रा) लि च्या संचालक  
सरीता - चमरीया

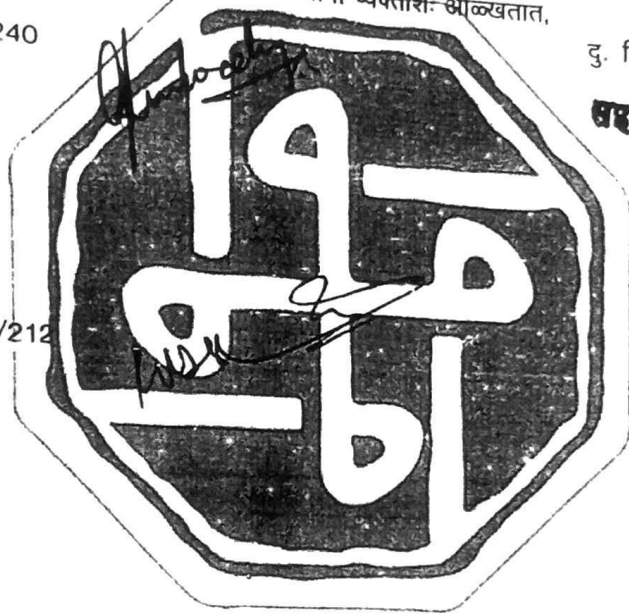
*Sushar C*

दस्ताचा प्रकार : 25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 04/12/2003 10:56 AM  
शिकका क्र. 2 ची वेळ : (फी) 04/12/2003 11:00 AM

4210 : नोंदणी फी  
580 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी  
4790: एकूण

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

1) बेनी- कोलाडी ,घर/फ्लॅट नं: 11/240  
गल्ली/रस्ता: शास्त्री नगर  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: गोरगाव (प), मुं  
तालुका: -  
पिन: 104



दु. निबंधकाची सही, बोरीवली 1 (मालाड)  
शहर, दु. निबंधकाची सही, बोरीवली-१,  
मुंबई उपनगर जिल्हा.

2) आर.बी. शहानी ,घर/फ्लॅट नं: 27/212  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: एम आय जी कॉलनी  
शहर/गाव: गोरगाव (प), मुं  
तालुका: -  
पिन: 104

वदर-२  
२००३

दु. निबंधकाची सही  
बोरीवली 1 (मालाड)

दु. निबंधकाची सही, बोरीवली-१,  
मुंबई उपनगर जिल्हा.





28/06/2004

11:56:24 am

दुय्यम निबंधक:

बोरीवली 1 (मालाड)

दस्त गोषवारा भाग-1

वदर2  
दस्त क्र 8971/2003

दस्त क्रमांक : 8971/2003

दस्ताचा प्रकार : करारनामा

पक्षकाराचे नाव व पत्ता

नाव: मे/- मजीठीया एंटरप्रायझेसचे भागीदार यांच्याबाबत  
कलम 34 प्रमाणे नेमुन दिलेल्या कालावधीत कबुली  
जबाबास हजर न राहिल्यामुळे नोंदणी नाकारण्यात आली  
आहे.

पत्ता: घर/फ्लॅट नं: -  
गल्ली/र

पक्षकाराचा प्रकार

लिहून देणार  
वय  
सही

छायाचित्र

उपलब्ध नाही

अंगठ्याचा टसा

उपलब्ध नाही

बदर-२  
८९७१/२८  
२००४





15 Ra  
1. S. 348 Dore.  
X 18.67

591839  
414287 30<sup>th</sup> MV  
421000 AV  
421000 SD  
4210 RF

P. A. D. M.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200

2009/03

BETWEEN

**MAJITHIA ENTERPRISES**

47, Dhirubhai Parikh Marg, Shanti Bhuvan,  
1<sup>st</sup> floor, Kalbadevi, Mumbai - 400 002.

AND

SHRI / SMT / MISS / M/s.

Royal Dental Clinics Pvt Hd.  
Laxminarayan Shopping Centre  
1<sup>st</sup> Floor, Room No. 3  
Podar Road, Malad (East)  
Mumbai - 400 097.

1287 06/05

AGREEMENT FOR SALE

In respect of \_\_\_ Office No. 09 on 1<sup>st</sup> floor

in

**Diamond Plaza**

New A/c. Laxminarayan Shopping Centre,  
Podar Road, Malad (E),  
Mumbai - 400 097.

M/S. Bhatt & Co.

Surya Mahal, 3<sup>rd</sup> floor, Burjorji Bharucha Marg,  
Fort, Mumbai - 400 023.

Completed

12.05