

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this ^{20th} day of July 1980 Between MESSRS. PRAGATI CORPORATION, a partnership firm carrying business at Bombay hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners or the partner for the time being constituting the said firm their or his or her heirs, executors and administrators) of the One Part And SHRI/SHRIMATI ARUN RATHILAL MEHTA

of Bombay, Indian Inhabitant, hereinafter called "THE ACQUIRER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators and assigns) of the Other Part:

WHEREAS the Builders have agreed to purchase lands hereditaments and premises situate lying and being at Borivli bearing Survey No. 60, Hissa No. 1 and measuring 3642 sq. metres or thereabouts i.e. 4356 sq. yards or thereabouts in the registration district and sub-district of Bombay City and Bombay Suburbans bearing Municipal Corporation of Greater Bombay, T. Ward at Devidas Road, Borivli and more particularly described in the Schedule hereunder written, hereinafter referred to as 'the said property' from one Rajaram Ramnarayan Mishra under an Agreement for Sale dated 25th July, 1979;

AND WHEREAS the Builders have represented to the Acquirer that in pursuance of the provisions of the said Agreement for Sale dated 25th July, 1979, the Vendors therein have put the Builders in possession of the said property for the purpose of enabling the Builders to construct a building or buildings on the said property in accordance with the sanctioned plans and specifications. The said building will be named as "NEEL DHARA"; 'A' and 'B' resp.

AND WHEREAS the said Rajaram R. Mishra has also executed a conveyance in favour of the Builders on day of April 1980;

AND WHEREAS the Builders with a view to construct building or buildings thereon and sell flats/garages/shops thereon on what is known as 'Ownership Basis' have got the plans in respect of the said property duly sanctioned by the Bombay Municipal Corporation and a set of the plans and specifications have been seen and approved of by the Acquirer and the same have been kept at the site for inspection by the Acquirer herein and other acquirers of flats/garages/shops;

AND WHEREAS the title of the said property has been examined by M/s Madhukar Munim & Co., Attorneys at Law and who have certified the same as marketable, copy whereof has been annexed hereto and marked Annexure 'I'.

AND WHEREAS the Builders have further made it clear to the Acquirer that they may in their entire discretion make amendments, alteration or variations in the said plans as may be required by them from time to time and/or as may be required by the Bombay Municipal Corporation and provided however that the same are sanctioned by the Bombay Municipal Corporation and however the said changes will not effect the area of the flats so purchased by the Acquirers and this shall operate as an irrevocable consent on the part of the Acquirer to the Builders making such variations amendments or alterations in the said plans;

AND WHEREAS the Builders have further represented to the Acquirer that there are four structures on the said property which are in possession of the Builders and that there are 12 tenants occupying the said structures;

AND WHEREAS it has been agreed that the said four structures are to be leased to the Builders at the annual rent of Re. 1/- by the Society when formed;

AND WHEREAS the Builders have also represented to the Acquirer that in the event of the Builders desiring the said 12 tenants to be made members of the Society when formed, all the Acquirers shall agree to make the said 12 tenants occupying the aforesaid four structures as members of the Society when formed without collecting any consideration amount of any nature whatsoever from them. However they will have to abide all other rules and regulations of the Society and will pay their monthly Municipal taxes, water charges and general electric charges as may be applicable regularly to the Society;

AND WHEREAS the Builders have further represented to the Acquirer that a part of the said property is in setback area for the D. P.

Road and a portion of the said property has been reserved for play ground and the compensation receivable in respect of which or the F. S. I. accruing in respect thereof shall accrue to the Builders alone, who will be solely entitled to the same;

AND WHEREAS the Builders have also represented that the area of staircase, lift well, common passages on each floor is proportionately distributed while calculating the built up area of each flat/shop.

AND WHEREAS on the aforesaid representations, the Acquirer intends to purchase and acquire from the Builders on what is known as 'Ownership Basis' Flat/Garage/Shop No. 306 on the 3rd...

floor of the said building—to be constructed on the said land admeasuring approximately built up area of 540 sq. ft. (hereinafter called 'the said premises') at the price and on the terms and conditions hereinafter appearing:—

1. The Builders shall construct on the said property through Vaishali Construction Company or anyone else whomsoever two buildings, one building consisting of a ground floor and 6 upper floors will be marked 'A' and other will be marked 'B' on the said property described in the Schedule hereunder written in accordance with the sanctioned plans and specifications and which said plans and specifications have been seen and approved by the Acquirer and have been kept at the site for inspection by the Acquirer and the Acquirers of flats. The said building 'A' shall have a lift.
2. The Builders have further represented to the Acquirer that the Builders may in their discretion amend or vary or alter as may be necessary or required by them or as may be required by the Bombay Municipal Corporation from time to time the plans and specifications and the Acquirer has specifically consented to the Builders making such variations, alterations or changes in the said plans and specifications as may be required as aforesaid. However, the said changes will not affect the area of the said premises purchased or acquired by the Acquirer.
3. The Builders have further specifically made it clear that if at any time in future any additional F.S.I. is available then in that event the Builders alone shall be entitled to the same and shall be entitled to utilise the said F.S.I. on the existing building or in the other building on the same plot and dispose of the flats garages/shops so constructed on what is known as Ownership Basis and to such persons or party of their choice and that the Acquirer shall not be entitled to object to the Builders utilising or consuming the said F.S.I. if any made available by the Bombay Municipal Corporation hereafter and this shall operate as an irrevocable consent on the part of the Acquirer to the Builders for utilising or consuming the said F.S.I. to which the Builders alone shall be entitled.
4. The Builders have represented to the Acquirer that on the ground floor of the building proposed to be constructed on the said property, there will be shops and/or flats and/or garages and the Acquirers of such shops garages/flats shall not be liable to contribute any amount towards the operation and maintenance of the lift, which will be provided in the said building 'A' and the maintenance cost thereof shall be paid by the other Acquirers of the premises in the said building and the Acquirer shall

The Acquirer has agreed to purchase the premises on the purpose of shops... The approximate area of the said flat/floor in the said building bearing No. 306... The space... The said premises are... Annexure 'II' and 'III'... The said premises are approved... The said premises are agreed to be acquired by the Acquirer for a total lumpsum consideration of Rs. 5,14,000/- (Rupees Five Lakh Four Thousand only) which shall be paid in the manner following:-

- Rs. 12,000/- on the execution hereof as an earnest money.
- Rs. 5,500 ✓ on or before completion of the plinth.
- Rs. 5,500 ✓ on or before the casting of first slab.
- Rs. 5,500 ✓ on or before the casting of second slab.
- Rs. 5,500 ✓ on or before the casting of third slab.
- Rs. 5,500 ✓ on or before the casting of fourth slab.
- Rs. 5,500 ✓ on or before the casting of fifth slab.
- Rs. 5,000 ✓ on or before the casting of sixth slab.
- Rs. 5,000 ✓ on or before the casting of seventh slab.
- Rs. 5,000 ✓ on the said flat being ready for occupation and on intimation or notice thereof being given by the Builders to the Acquirer.

6. The notice referred to in the preceding clause will be sent by the Builders to the Acquirer through post under certificate of posting at the address given by the Acquirer to the Builders and the notice so given shall be sufficient discharge to the Builders and for this purpose the name and address of the Acquirer shall be as set out hereinafter.

7. The Builders have also informed the Acquirer that they are arranging for the purchase of the property bearing Survey No. 60, Hissa No. 2, adjoining to the property on which the said building is being constructed under such arrangement the Builders will agree to give permanent right of way for pedestal or vehicular traffic from the said property to the members of the proposed Society to be formed by the Acquirer of flats/garages/shops in the buildings to be constructed by the Builders on such adjoining property as aforesaid and the Acquirer will not take any objection to the Builders providing such access or right of way to the members of the proposed Society to be formed as aforesaid.

8. It is agreed that the time for payment of the instalments mentioned hereinabove shall be the essence of the agreement and in the event of the failure on the part of the Acquirer to pay any of the amounts on the respective due dates whether formally demanded by the Builders or not the Builders shall have the option to terminate this agreement and forfeit the earnest amount or deposit.

9. On default in payment of any instalment being made by the Acquirer as aforesaid, the agreement shall at once terminate and the Builders come to an end and the earnest money paid by the Acquirer to the

Builders shall stand forfeited and the Acquirer shall have no claim of any nature against the Builders. The Builders shall, however, within a period of two months of such termination refund to the Acquirer the other installments or the part payment if any till then paid by the Acquirer without any interest. On termination of this Agreement as mentioned in this clause, Builders shall be at liberty and be entitled to sell the said premises to any other person or parties as they may think fit and at such price as the Builders shall think fit and that the Acquirer shall not be entitled to object to the Builders selling the said premises to such other third party or parties.

10. Without prejudice to the Builders other rights under this Agreement and/or to pay the Acquirer shall be liable at the option of the Builders to pay to the Builders interest at the rate of 18% per annum on all amounts due and payable by the Acquirer under this Agreement if any amount remains unpaid for seven days or more, after becoming due.

11. The Builders expect to give possession of the said premises to the Acquirer on or about the 31st day of December, 1981 subject to availability of cement, steel, water for construction or other building materials and also subject to strike, civil commotion or any act of God such as earthquake, flood or any other natural calamities or any other cause beyond the control of the Builders.

12. Nothing contained in these presents shall be construed as a transfer, assignment or conveyance in the said land or any part thereof in favour of the Acquirer until a conveyance of the building and of the right, title, interest in the said land together with building thereon is executed and registered in favour of a limited company or incorporated body or Co-operative Society to be formed as hereinafter provided.

13. The Acquirer shall have no claim save and except in respect of the said premises agreed to be acquired by him/her i.e. open spaces, lobbies, lift terraces, etc. will remain the property of the Builders until the whole building is transferred to the proposed Co-operative Society or the Limited Company as hereinafter mentioned but subject to the right of the Builders as hereinafter stated.

14. The Builders shall have a right until the execution of the Conveyance in favour of the proposed Society or the Limited Company to make additions or put up additional structures or storeys as may be permitted by the Government of Maharashtra and other competent authorities and such additional structures and storeys shall be the property of the Builders who will be entitled to dispose of the same in such a manner as they deem fit. For this purpose the Builders shall be entitled to make such modifications and/or alterations in the building plans as the Builders shall deem fit and this shall operate as an irrevocable consent on the part of the Acquirer to the Builders for making such alteration and/or additions. Provided that the above does not in any way affect or prejudice the rights hereinafter granted in favour of the Acquirer in respect of the said premises agreed to be acquired by the Acquirer. The Builders shall be at liberty to sell, assign or otherwise deal with or dispose of their right or interest in the said property or the said building to be constructed by the Builders.

15. As soon as the building is notified by the Builders as complete each of the Acquirers of flat/garage/shop (including the Acquirer herein) shall pay the respective balance of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said building. If any Acquirer fails to pay the balance as aforesaid, the Builders will be entitled to terminate this AGREEMENT AND FORFEIT THE EARNEST money or deposit of such Acquirers and to refund to the Acquirers all the instalments of purchase price paid by the Acquirers but without interest and deducting thereof all the outgoings in respect of the said premises to be acquired by him/her from the date of completion of the building until the Builders shall have disposed of such flat/garage/shop.

16. Under no circumstances, the possession of the flat/garage shall be given by the Builders to the Acquirers until full payments required to be made under this Agreement by the Acquirers have been made to the Builders.

17. The Builders shall in respect of any amount remaining unpaid by the Acquirers under the terms and conditions of this Agreement have first lien and charge on the said premises agreed to be acquired by the Acquirers.

18. The Builders shall execute in favour of the Society or the limited company to be formed by the Acquirers of flats/garages/shops in the said building the Conveyance in respect of the said property together with the building or buildings to be constructed thereon by the builders. Such Conveyance shall be prepared by M/s Madhukar Munim & Co., Solicitors as they deem proper.

19. The Acquirer agrees and binds himself/herself to pay from the date of the aforesaid occupation certificate or on actual possession whichever is earlier his/her proportionate share and as determined by the Builders of all the outgoings in respect of the property including insurance, taxes, common lights, sanitation, salaries of sweepers, watchman, liftman, maintenance of lift, Municipal taxes and all other expenses necessary and incidental to the property and the upkeep thereof. The Acquirer shall before taking possession of the said flat keep as a deposit a sum of Rs. 1100/- as particularised below with the builders as security for the due compliance by the Acquirer of his/her obligations under this Agreement. The Acquirer further agrees that until such time as the Municipal taxes are fixed and exact amount is ascertained he/she shall regularly pay Rs. 100/- per month towards and on account of his/her share of Municipal taxes every month in advance to the builders. The Acquirer also agrees that from the aforesaid date he/she shall regularly pay to the builders every month in advance a sum of Rs. 25/- approximately towards the amount of other expenses. The security deposit paid by the Acquirer is not to be held against the dues from the Acquirer under this Agreement and shall be held as deposit without any interest till the conveyance of the land and building is executed particulars of Rs. 1511/- are as under:-

(a) Rs. 250/- for share subscription of the Co-operative Housing Society to be formed as hereinafter stated,

(b) Re. 1/- admission fee,

(c) Rs. 100/- expenses of forming the society,

(d) Rs. 100/- deposit for municipal taxes and maintenance charges including electric meter deposit, for electric cable expenses and water meter deposit.

20. The Acquirer shall use the said premises for his own purposes and shall maintain his/her said premises acquired by him/her at him/her own cost in the same good condition, state and order in which it is delivered to him/her and shall abide by all the bye-laws rules and regulations of the Government, Bombay Municipal Corporation and B.S.E.S. and/or any other authorities and local bodies shall stand, answer and be responsible for all actions, violations or any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this agreement. The Acquirer shall not in any manner cause nuisance and/or annoyance to the occupiers of other flats/garages/shops in the said building.

21. The Acquirer hereby agrees to pay all the amounts payable under the terms of this agreement and as and when they become due and payable in this respect time being the essence of this contract. The letters, receipts and/or notices issued by the Builders will be despatched under certificate of posting to the following address of the Acquirer:—

19 - 1st Floor
Room No 34 3rd floor
Kalburda Bumbay 2

and it will be sufficient proof of receipt of the same by the Acquirer and shall give a complete and effective discharge to the Builders.

22. The Acquirer hereby agrees with the Builders and undertakes to pay the amounts liable to be paid by the Acquirer under this Agreement and to observe and perform the covenants and conditions contained in this agreement and to keep the Builders indemnified against the said payments and observance and performance of the said covenants and conditions except in so far as the same ought to be observed by the Builders.

23. The Acquirer agrees and undertakes to become a member of the Co-operative Society or a limited company to be formed in the manner hereinafter appearing and also from time to time and to sign and execute the applications for registration and other papers and documents necessary for the formation and the registration of the Society or the limited company including the bye-laws of the proposed Society and duly fill in, sign and execute and return within three days of the same being forwarded by the Builders. The Acquirer shall not object to the draft bye-laws which may be required by the Registrar of Co-operative Societies or other competent authorities. The Acquirer shall be bound from time to time to sign all papers and documents and to do all other things as Builders may require him/her to do from time to time for safeguarding the interest of the Builders and other Acquirers in the said building. Failure to comply with the provisions of this clause will render this Agreement void and to come to an end.

24. The Acquirer hereby covenants to keep the said premises and its walls and partition walls, sewers drains and all appurtenances belonging thereto in good and tenantable repair and in particular so as to support, shelter and protect the said building other than his/her flat/garage/shop in the said premises.
25. The Acquirer shall not without the written permission of the Builders, let, sublet, transfer, sell, mortgage, charge or in any manner encumber or deal with or dispose of his/her flat/garage/shop nor assign underlet part with the interest under or the benefit of this agreement or any part thereof or in the said premises until the execution of the conveyance in favour of the Co-operative Housing Society or a limited company and till the Acquirer shall have paid to the Builders all the moneys payable to the Builders under this Agreement.
26. The Acquirer shall permit the Builders and their Surveyors agents with or without workmen and others at all reasonable times to enter into and upon his said premises or any part thereof to view and examine the state and condition thereof and the Acquirer shall make good any defects found therein within a period of three days of the giving of such notice in writing by the Builders to the Acquirer.
27. The Acquirer shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him/her nor will he/she at any time make or cause to be made any additions alterations of whatever nature to the said flat/garage or any part thereof agreed to be taken by him/her nor will he/she at any time make or cause to be made any additions, alterations of whatever nature to the said flat/garage/shop or any part thereof. The Acquirer shall not be permitted the enclosure of the verandah or balcony or balconies without the previous permission from the Builders or make any alterations in the elevation and outside colour scheme of the said premises to be acquired by the Acquirer.
28. After handing over the possession of the said premises to the Acquirer, if any additions or alterations in or about or relating to the said flat/shop/garage are required to be carried out by the Government, Municipality or any statutory authority, the same shall be carried out by the Acquirer of the said premises in the first at his or her own costs and the Builders shall not be in any way liable or responsible for the same.
29. The Acquirer shall not do or permit to be done or make any act or thing which may render void or voidable any insurance of any flat/garage/shop or any part of the building or cause any increased premium to be payable in respect thereof.
30. The Acquirer shall not decorate the exterior of his/her apartment otherwise than in the manner as near as may be in which the same was previously decorated.
31. The Acquirer shall not throw, dirt, refuse, garbage or other refuse or permit the same to be thrown out from his/her premises for the purpose of repairing any part of the building or apartment or in the compound or any portion of the building.

ARM

32. After the building is complete and ready and fit for occupation and after the Society or the limited company is registered and only after all the flats in the said building to be constructed by the Builders as aforesaid have been sold and disposed of by the Builders and the Builders have received all dues payable to them under the terms of the agreement with various acquirers and compensation for set back or reservation Gr. is read from D.M.C. the Builders shall execute the Conveyance in favour of the Society or a limited company as hereinabove stated.

33. In the event of the Society or the Limited Company being formed and registered before the sale and dispose of all the flats garages in the building by the Builders the powers and authority of the Society or the limited company to be formed or of the Acquirers herein and other Acquirers of the flats/garages/shops shall be subject the overall power of the Builders in all the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular the Builders shall have absolute authority and control as regards the said flats/garages/shops and the disposal thereof are concerned.

34. If the Acquirer neglects or fails or omit for any reason whatsoever to pay to the Builders any part of the amount due or payable by the Acquirer under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinbefore specified or if the Acquirer shall in any other way fails to perform and/or observe any of the covenants and stipulations herein contained, the Builders shall be entitled to re-enter upon the same and resume possession of the said premises and this agreement shall in that event cease and stand terminated. The Acquirer herein agrees that on the Builders re-entering the said premises as aforesaid all the right title and interest of the Acquirer in the said premises under this agreement shall cease and the Acquirer shall also be liable for immediate ejection as a trespasser thereof.

35. All costs charges and expenses in connection with the formation of the co-operative society or limited company as well as the costs of preparing, engrossing stamping and registering all the agreements, Conveyance, for any other documents or document required to be executed by the Builders and also by the Acquirer stamp and registration charges in respect of such documents, transferring land and building in favour of such society or a limited company as well as the entire professional costs of the Solicitors of the Builders in preparing and approving all such documents shall be borne and paid proportionately by all the members of such Society or limited company. The Builders shall not contribute anything towards the expenses. The proportionate share of such costs charges and expenses payable by the Acquirer shall be paid by him/her immediately on the date of the time of possession.

36. If at any time hereafter, the floor space index (FSI) in respect of the piece of land mentioned in the First Schedule hereunder written shall be increased the benefit of such increase in F.S.I. shall be available to the Builders only and the Builders shall be entitled to put up additional structures on the said piece of land either by way of putting up additional storeys on the buildings to be constructed as aforesaid or by putting up new structures on the said piece of land as per the permission of the

Municipal Corporation and/or other authorities, irrespective of whether the conveyance in respect of the said piece of land is executed in favour of a Co-operative Society or a Limited Company or an association formed by the Acquirers. In order to enable the Builders to put up such additional structures or construction work such as may be necessary or an association of persons shall give such consent as may be necessary and shall also sign plans for additional construction work as may be required to be submitted to the authorities for approval. This shall operate as an irrevocable consent on the part of the Acquirers.

37. The fixtures fittings and amenities to be provided in the said buildings and the materials to be used in the construction of the said buildings and the specifications of the said building are those as set out in the Second Schedule hereunder written and the Acquirer has satisfied himself/herself about the design of the said building and also about the specifications and amenities to be provided therein.

38. The stamp duty and registration of this Agreement shall be borne and paid by the Acquirer and the Acquirer shall lodge the said agreement for registration and the Builders will attend the Sub-Registrar of Assurances of Bombay on behalf of the Acquirer and admit execution hereof after the Acquirer informs the Builders about the serial number under which it is lodged for registration.

39. If for any reason prior to the completion of the said building and receipt by the Builders of the total consideration money receivable by them a Deed of Conveyance is executed in favour of the Co-operative Society or a limited company or any other incorporated body and if on the date of such Conveyance the said building is not fully constructed or completed and if the new building and/or other portions of the said property have not been disposed of by the Builders on what is known as ownership basis and the Builders have not received full consideration amount as receivable by them from all persons who have occupied the flats/garages/shops then in such an event the Builders shall have a right to construct and complete the said building and to dispose of any unsold flat/garage/shop or other portions of the said property and the consideration amount thereof even though the said conveyance has been executed in favour of the Co-operative Housing Society or a Limited Company or any other incorporated body and it is also agreed that the Acquirer shall not be entitled to object to the adequate provisions being made in the Conveyance to be executed as aforesaid for providing them all the aforesaid contingencies.

40. The Acquirer hereby agrees to observe and perform all the rules and regulations which the said Society or limited company or incorporate body may adopt at its inception and from time to time and at all times for the protection and maintenance of the interest of the members and for observing and conforming to the building rules and the Municipal Bye-Laws and regulations in force and for fully and properly vesting the said property in the said Society and for observing and performing various stipulations and conditions laid down by the said society regarding the use and occupation of the particular tenements by the particular members and to contribute regularly and punctually towards the expenses to be incurred for maintenance and upkeep charges.

APM

41. The Acquirer shall at no time demand partition of his/her interest in the said building and/or the said premises it being hereby agreed and declared by the Acquirer that his/her interest in the said property is impartible.

42. If the Builders are not able to give possession of the said flat/shop/garage to the Acquirer owing to unavoidable or unforeseen circumstances the Acquirer shall not be entitled to any damages whatsoever but he/she shall be entitled to receive back forthwith the amounts paid by him/her to the Builders towards the purchase price of the said flat without interest.

43. The Builders have also represented to the Acquirer that in the event of the Builders desiring the said 12 tenants to be made members of the Society when formed, all the Acquirers shall agree to make the said 12 tenants occupying the aforesaid four structures as members of the Society when formed without collecting any outgoings or charges of any nature whatsoever from them.

44. The Builders have further represented to the Acquirer that a part of the said property is in set-back area for the D.P. Road and a portion of the said property has been reserved and the compensation receivable in respect of which or the F.S.I. accruing in respect thereof shall accrue to the Builders alone, who will be solely entitled to the same.

45. It is also specifically agreed that in the event of the Builders being permitted to build open or closed garages by the Bombay Municipal Corporation at any time in future, the Builders shall be solely entitled to build and dispose of such garages and to appropriate the purchase price in respect thereof for their own benefit. The Acquirer shall not have any right in respect of such garages if and when the same are permitted to be built up by the Bombay Municipal Corporation.

46. On execution of this Agreement, the Acquirer shall pay a sum of Rs. 250/- to M/s. Pragati Corporation towards their costs of and incidental to this Agreement.

46 A. The Acquirer of Flat/Garage/Shop has to pay brokerage at 2% of the consideration amount to M/s. Vaishali Associates.

47. The Acquirer shall sign all papers and documents and do all other things as the Builders may require from time to time in this behalf, which may be necessary for safeguarding the interest of the said flat/garage/shop holders.

48. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Apartment Ownership Act and any other provisions of the applicable thereto.

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

JR

THE SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land together with the messuages hereditaments and premises thereof and being at Borivli bearing Survey No. 60, Hissa No. 1 (containing by admeasurement about 36 Gunthas i.e. 3642 Square Metres or thereabouts in the Registration District and Sub-District of Bombay City and Bombay Suburbs bearing Municipal Corporation of Greater Bombay II Ward No. 5081 (I) Street Nos. 429 and 430 Devidas Road, Borivli and bounded as follows— That is to say on or towards the North by the property bearing Survey No. 127 and partly by the boundary of Borivli village, On or towards the South by Survey No. 60, Hissa Nos. 10 and 11, On or towards the East by the property bearing Survey No. 60, Hissa No. 2 and partly by Nalla and On or towards the West partly by Survey No. 127 and partly by Survey No. 60 and Hissa No. 7.

SIGNED SEALED AND DELIVERED

by the withinnamed BUILDERS

M/S. PRAGATI CORPORATION

in the presence of

For PRAGATI CORPORATION

Partner

SIGNED SEALED AND DELIVERED

by the withinnamed ACQUIRER

SHRI/SMT. ARUN K. MATHUR

MUMBAI

in the presence of

RECEIVED the day and year first herein
above written of and from the
withinnamed ACQUIRER the sum of
Rs. (Rupees)

being the deposit of earnest money to be
paid by
to me Rs.

WITNESS

WE SAY RECEIVED

FOR PRAGATI CORPORATION

Partner

Date 20/7

ANNEXURE 1

MADHUKAR MUNIM & CO.
ADVOCATES & SOLICITORS
MADHUKAR MUNIM
Mrs. MAYA SARKAR
SHREYAS MUNIM

4-A, A.H. CHIMBOLA, Santarpind Lane, Fort, Bombay-400 023.
PHONE: DAPNER-23180/74 RESIDENCE 838374 * GRAM - AWAKENING

Date: 2nd October, 1979

M/1687

TO WHOMSOEVER IT MAY CONCERN.

Re: Property situate at Borivli Village bearing
Survey No. 60, Hissa No. 1 admeasuring
4356 Sq. Yards equivalent to 3630 Sq. Mtrs.
or thereabouts.

Shri. Rajaram Ramnarayan Mishra

TO

Messrs. Pragati Corporation.

On behalf of Messrs. Pragati Corporation, we have investigated the
title of Shri Rajaram Ramnarayan Mishra to the aforesaid property,
which is more particularly described in the Schedule hereunder written,
and have found the same to be marketable, free from incumbrances and
reasonable doubts.

THE SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of land or ground together with the
messuages, hereditaments and premises standing thereon, containing by
admeasurement 36 Gunthas and bearing Survey No. 60, Hissa No. 1
situate lying and being at Devidas Road, Borivli (West) in the Registra-
tion District and Sub-District of Bombay and Bombay Suburban bearing
Municipal Corporation of Greater Bombay R-Ward No. 508(1) Street
Nos. 429 and 430, Devidas Road, Borivli, and bounded as follows, that is
to say: On or towards the NORTH by the property bearing Survey
No. 127 and partly by the boundary of Eksar Village, On or towards the
SOUTH by Survey No. 60, Hissa Nos. 10 and 11; On or towards the EAST
by the property bearing Survey No. 60, Hissa No. 2 and partly by Nalla;
and On or towards the WEST partly by Survey No. 60 and Hissa No. 7.

Dated this 2nd day of October, 1979.

MADHUKAR MUNIM & CO.,

Sd/-

(Madhukar T. Munim)

Partner,

Advocates and Solicitors.

ANNEXTURE 3
AMENITIES

1. General

Building will be constructed in R. C. C. frame structure with Partition walls in 4" c.c. Concrete blocks externally and 3" c.c. blocks or 4" brick masonry walls internally. The Building will consist of Gr. and upper floors with/without Lift as per plans sanctioned by B.M.C. Gr. floor will be shops.

2. Doors

Frames of all inside and outside doors shall be of teakwood in 4" x 2 1/2" section. All inside door shutters shall be Panelled type in teak wood or Nova teak or commercial flush door shutters with alluminium fittings and M. S. Steel hinges. Main entrance-door shall be flush type teak Veneer polished from outside and commercial ply duly oil painted from inside. A peek hole, One alluminium aldrap and an alluminium handle from outside. One alluminium handle, Tadi, one alluminium tower bolt and one alluminium handle from inside will be Provided to the Main door.

3. Windows

All window frames shall be of teakwood type and shutter shall be partly glazed and partly louvered with alluminium fittings and hinges of M. S. Steel.

4. Floorings

All rooms other than bath, W. C. shall be provided with marble mosaic tiles in grey cement for flooring with 5" skirting around.

5. W. C.:

White glazed tiles 6" x 6" flooring with Indian type W. C. pan, one push cock cromium plated with dado of 1" - 6" in 6" x 6" White glazed tiles one 10 Ltrs. high level cistern either in plastic or cast iron will be provided.

6. Kitchen

Flooring shall be of marble mosaic tiles in grey cement. One kitchen platform with built in sink with white glazed tiles and black kaddappa top with one shelf in the middle compartment of mosaic situ type or black kaddappa, white glazed tile 6" x 6" shall be provided above kitchen platform up to 1' - 0 height in Front and Sides of the platform.

7. Electrical Fittings

Living Room-2 light Pts. 1 Fan Pt. 1 Plug Pt. One Power Pt. Bed room-1 Light Pt. 1 Fan Pt. 1 Plug Pt. Kitchen-1 Light Pt. 1 Fan Pt. 1 Plug Pt. 1 Power Pt. Balcony, bath, W. C. and passage One Light Pt. each. One Electric bell pt. with one bell shall be provided in each flat. Two metres one for Power and one for light shall be provided. wiring will be in Alluminium and open type. Mains will be concealed.

8. Wash Basin

One Wash basin 18" x 12" size will be provided in each flat with one brass cromium plated water-tap.

9. Bathroom

Bathroom will be provided with dado of 6" x 6", white glazed tiles upto window sill level. One Geysers 1 to 3 K. W. One Chromium plated shower, one indirect tap shall be provided in each bathroom. Bathroom flooring will be in kotah polished stone or fandur polished stones. One R.C.C. Loft above Bath Room and W.C. shall also be provided.

10. Shops

Each Shop shall have One rolling shutter in Front as per plan. Flooring shall be in marble mosaic grey cement tiles one light Pt. One Fan Pt. One Plug Pt. and one Power Pt. Shall be provided in each shop. One common Toilet room shall be constructed outside which may be used by all the shopkeepers.

Dated the 17 day of July 195

Messrs Pragati Corporation

to

Shri, Smt. MUNI R. MENTU

AGREEMENT FOR SALE

of

Flats, Shops/Garages

in

NEEL DHARA

at

Devadas Road, Borivli (West)

BOMBAY-400 092

Flat/Shop/Garage No. 300

of 2 Floor

**IN
NEEL DHARA**

Messrs Madhukar Munim & Co.

Attorneys-at-Law

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/4037/WS/AR

FULL OCCUPATION CERTIFICATE

E 2 FEB 2008

To
Chairman / Secretary,
Neeldhara Co.Op.Hsg.Soc., Ltd.,
C.T.S.No.413A, and 415/1-3, 416,
416/1 -3, 417 of Village Borivali,
Devidas Lane, Mandpeshwar Road,
Borivali (West),
Mumbai - 400103

Office of the
Ex. Eng. Bldg. Prop. (W/S) P. & R. Wing
Dr. Babasaheb Ambedkar Market Bldg.
Borivali (West), Mumbai - 400 009

Sir,

The full development work of building comprising of Ground + Six upper floor on plot bearing new C.T.S.No.413A, 415/1 to 3, 416, 416/1 to 3, 417, of Village Borivali, at Devidas Road, Borivali (West), Mumbai 400103, was completed under the supervision of Architect Shri. Mukesh D. Gami Architect License No.CA/87/10406. The part occupation to Ground + Four upper floors was granted on 10.11.1984 under No. CE/4037/WS/AR. Further, occupation to remaining fifth and six floor of building is hereby granted as per policy for pending occupation certificate to bldg. occupied prior to 1991 approved by the Standing Committee / Corporation vide Resolution No.376 dt. 18.8.2004 and No.486 dt. 19.8.2004 respectively and State Govt. directives under No.CMS/TPB 4304/274UD-11 Dt. 23.8.2004 and further circular issued under No. CHE/DP 53/2004-05 DT. 30.10.2004 and policy circular revalidated under No.CHE/GEN-165 DPC dt. 26.12.2005 and accordingly Bldg. may be occupied on the following condition

- 1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.
- 2) That the reservation of the garden area bearing C.T.S.No.413C, 413D and 420/1 to 7 of Village Borivali, shall be handed over to M.C.G.M. before allowing any further development on the plots or before asking B.C.C. to the Building under reference whichever is earlier.
- 3) That the separate P.R.C. of D.P.Road area bearing C.T.S.No.413B' of Village Borivali shall be transferred in the name of M.C.G.M. before asking B.C.C. to the building under reference.

A set of certified completion plan is attached herewith.

Yours faithfully,

BEG. No. CA/87/10406
(ARCHITECT)
MUKESH D. GAMI

for Executive Engineer (Bldg. Proposals)
Western Subs. [E. Ward]
29/1/08

CERTIFIED TRUE COPY

CERTIFIED TRUE COPY

MUKESH D. GAMI

(Registered under M. C. S. Act, 1960)

THE NEELDHARA CO-OPERATIVE HOUSING SOCIETY LIMITED

No. 26 (Registration No Bom (WR) HSG. (TC) /1957 of 85-86 dt. 29-5-86)

Authorised Share Capital Rs. 5 LACS Divided into 10,000 Shares each of Rs. 50/- only

Member's Register No. 26 [Flat No. 306].

THIS IS TO CERTIFY that Shri/Smt. ARUN R. MEHTA.

of **BOMBAY** is the Registered Holder of [**FIVE**] Shares from No. =116=
to =120= of Rs. 250/- [Rupees Two hundred fifty only]
in THE NEELDHARA CO-OPERATIVE HOUSING SOCIETY LTD. [Bom (WR) HSG. (TC)
1957 of 85-86 dt. 29-5-86] subject to the Bye-laws of the said Society and that upon each of
such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at **BOMBAY** this 1st,
day of February 1989.



Mehla Chairman
Bihari Hon. Secretary
Tant G. J. Member of the Committee

P. T. O.

Memorandum of the transfers of the within mentioned Shares

Sr. No. of Transfer	Date of General Body/ Managing Committee Meeting at which transfer was approved.	To Whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered.	Sr. No. in the Share Register at which the name of the Transferee is recorded.
1	2	3	4	5
1	Chairman	Hon. Secretary		Committee Member
2	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member



PRAVIN S. DONGARDIVE

M.A.D.B.M., LLB

Advocate High Court

193, Rekha Building, Road No. 10, Daulat Nagar, Borivali (E), Mumbai – 400066. Mob. : 90763 14640

Date :- 10/10/2023

Ref.

NO CLAIM CERTIFICATE

Take notice that my client MR. ARUN KUMAR RATILAL MEHTA owner of Flat No. 306, MR. ARUN KUMAR RATILAL MEHTA. Agreement for sale had lost earlier original agreement dated 20.07.1981 entered into between MR. ARUN KUMAR RATILAL MEHTA and M/s Pragati Corporation farming Agreement for Sale above said flat and my client reported the matter to Borivali Police Station, Vide complaint No. 2432 dated 02.09.2023 as regard lost of the foresaid original Sale Agreement on dated 18/09/2023 Newspaper Two (1) Mumbai Lakshdeep Marathi Newspaper, (2) Active English Newspaper.

There is no any claim in Respect of the said agreement with in 15 days from the date of publication of this notice so I am hereby issuing no claim certificate in respect of the said original agreement.

Mr. Arun Kumar Ratilal Mehta


(PRAVIN SAHEBRAO DONGARDIVE)

Place : Mumbai

Advocate, High Court
Pravin S. Dongardive
Advocate High Court
MA. D.B.M. L.L.B.
Road No. 10, Daulat Nagar,
193, Rekha Building, Borivali (East),
Mumbai - 400 066.
Mob. No. : 9076314640

भारतीय गैर न्यायिक
भारत INDIA



सत्यमेव जयते

FIVE HUNDRED
RUPEES

Rs. 500

INDIA NON JUDICIAL

हाराष्ट्र MAHARASHTRA

2023

CA 089808



Sub-Treasury Office
Vasai
18 SEP 2023
Addl. Treasury Officer



INDEMNITY BOND

I, **SHRI. ARUNKUMAR RATILAL MEHTA**, age about 77
Years, an adult, Indian Inhabitant, residing at -Flat No. 306,
Nealdhara Apartment, Devidas Lane, Borivali (West), Mumbai
400103, Aadhar Card No: 7376 8654 6491, Pan card No:
AFUMP9503K do hereby state and declare on solemn
affirmation as under:

of any other action, whatsoever which maybe put to

Mr. Mehul An

Following P
no. 26, for
to favor
dated
Atm Pat
Divide

date
2011
date

21 SEP 2023

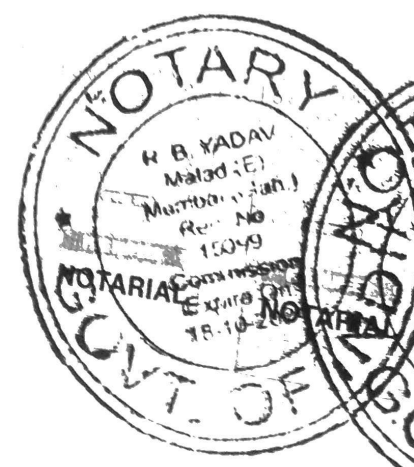
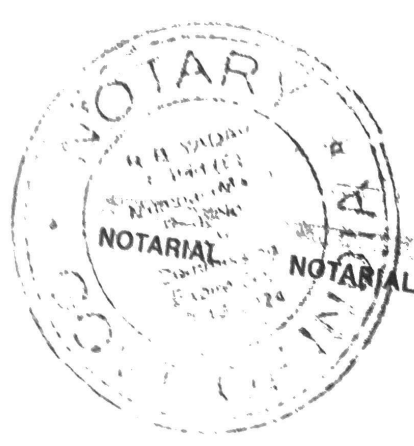
960

21/09/23

Arun R mehta

श्री ११४ - १/Annexure - 1
 1. शुभम (S) & अशुभ (A) अर्थात (S/A) (Serial No. & Date)
 2. अशुभ (A) अर्थात (A) (When was it to be purchased?)
 3. अशुभ (A) अर्थात (A) (Proceeding No. when initiated)
 4. अशुभ (A) अर्थात (A) (Stamp Purchase No. & Signature)
 5. अशुभ (A) अर्थात (A) (If through other person & so Name, Address & Signature)
 6. अशुभ (A) अर्थात (A) (Name of the party)
 7. अशुभ (A) अर्थात (A) (City & State)
 8. अशुभ (A) अर्थात (A) (District)
 9. अशुभ (A) अर्थात (A) (Taluka)
 10. अशुभ (A) अर्थात (A) (Village)
 11. अशुभ (A) अर्थात (A) (Post Office)
 12. अशुभ (A) अर्थात (A) (Pin Code)
 13. अशुभ (A) अर्थात (A) (Municipality)
 14. अशुभ (A) अर्थात (A) (Police Station)
 15. अशुभ (A) अर्थात (A) (Court)
 16. अशुभ (A) अर्थात (A) (Judge)
 17. अशुभ (A) अर्थात (A) (Case No.)
 18. अशुभ (A) अर्थात (A) (Date of Judgment)
 19. अशुभ (A) अर्थात (A) (Name of the Party)
 20. अशुभ (A) अर्थात (A) (Address)
 21. अशुभ (A) अर्थात (A) (Signature)
 22. अशुभ (A) अर्थात (A) (Date)

M/S. Pragati Corporation



I am the lawful and absolute owner of Flat premises lying being and situated at - Flat No. 306, Nealdhara Apartment, Devidas Lane, Borivali (West), Mumbai 400103, Aadhar Card No: 7376 8654 6491,

I say that I have purchased the said flat from PRAGATI CORPORATION, a partnership firm carrying business at Bombay, and executed a Agreement for sale on dated 20th day of July 1980. but the said original Agreement for sale which executed on dated 20th day of July 1980 has been loss by me somewhere else and the same is not traceable inspite of my diligent search and best efforts.

I say that I have lodged the N.C. Complaint on 02/09/2023, bearing N.C. No. 2432/23, and also given the advertisement in Daily Mumbai Laxdeep and Active Times for loss of my said original Sale agreement copy in respect of the said flat.

I say that if the said ORIGINAL SALE AGREEMENT copy shall be found in future then I will inform the same to the concern competent authority.

I say that I say that I and self and my legal heirs, executes, administrators shall at all the times hereinafter remain liable for and shall fully and effectually indemnify and keep indemnified its successor hands assignees against all loss, damages costs charges and expenses, objection claims penalties or any other action, whatsoever which maybe put to

unreasonably incur or suffer for the original AGREEMENT SALE COPY then I will be full responsible for the same, and concern competent authority shall not responsible in any state.

I am making this Indemnity bond in order to produce the same before the concern competent Society authority to show the above mentioned fact on record.

Whatever stated hereinabove is true and correct to our personal knowledge, and belief.

Solemnly affirmed at Mumbai

on this 22nd day of September 2023

✓ Arun R. Melte

DEPONENT



ATTESTED . Y ME

R. B. YADAV 22/9/23

R. B. YADAV

ADVOCATE & NOTARY

GOVT. OF INDIA

Vanst 9 Compound

Maneshwar Nagar, Ap, pada
Malad (East) Mumbai 400 09



भाषीय विधिऱ औळळ प्रथिकरण

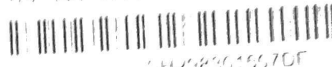
भारत सरकार

Unique Identification Authority of India
Government of India

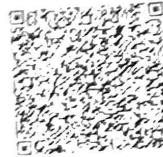
नारीकरण क्रमांक / Enrollment No. 2011/39081/51731

Arunkumar Ratilal Mehta
Ratilal Mehta
Mumbai
Mandapshwar Mumbai Mandir
Mumbai 400013

Doc. No. 2011/39081/51731 P



737686546491



आपला आधार क्रमांक / Your Aadhaar No. :

7376 8654 6491

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
GOVERNMENT OF INDIA

Arunkumar Ratilal Mehta

रुमा वषी / Year of Birth 1946
पुरुष / Male



7376 8654 6491

आधार - सामान्य माणसाचा अधिकार

Arunkumar R. Mehta

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ARUN RATILAL MEHTA
RATILAL MAVJI MEHTA
12/10/1946

1460
15
79937

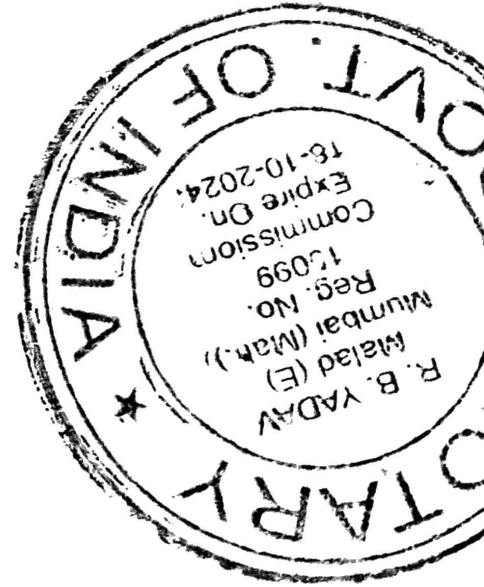
Permanent Account Number

AFUPM9503K

Arun R. Mehta
Signature



Arun R. Mehta



प्रमाणपत्र

बोरोवली पोलीस ठाणे, मुंबई.
दिनांक: 02/09/2023

असे प्रमाणित करण्यात येते की, मेहुळ अशुभाकुमार मेहता वय 46 वर्षे,
पत्त - नीकरी ग.ठी. डा.० रानीलाल मेहता 306 नीलधार्य
अपार्टमेंट देविदास लेन बोरोवली (प) मुंबई मंडपेश्वर भु.
बोरोवली पोलीस ठाण्यास रुग्ण म्हणून लब्धिते की. मो.नं. 8983732485
फियादि थांनी समस्त पोठाणेस येऊन कळविले की, तोथा कुकि
दिवसापूर्वी सदथा रुग्णा परिसरात आली नमुद
पतीनाचे काढापत्र व कुठेतरी पडून गेहाळ आलेबाबत नोंद.
गहाळ वरतटे नसून -

अशुभाकुमार रानीलाल मेहता याचे नावे असलेले
(ओरिजनल अप्रॉमिटर पेपर)

(सदरचे प्रमाणपत्र हे सध्याच्या विरंतीवरून देण्यात आले असून सदस्या न्यायदारांची
पुर्तता करताना आपण आपल्या विमानागळीत पोष्य या न्यायदेशिर चौकशी करण्यात यावी)
गेदे गहाळ झाले त्याचा शोध देतला असून मिळून आला/आले/आली नाही म्हणून
पोलीस ठाण्यास शोध घेण्यास विनंती करतो.
सदर घटने बाबत बोरोवली पोलीस ठाणे हस्तिलेले रजिस्टर नोंद क्र. 2732/23.
दि. 02/09/2023 प्रमाणे नोंद घेण्यात आली आहे.

S. Mandak
ठाणे अनलदार
बोरोवली पोलीस ठाणे, मुंबई.

