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File-No.71

AGREEMENT FOR SALE OF

FLAT / SHOP NO. 15 15 16 flows 1 18 Closing

ON

PLOT NO. VII

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MOOLJEE NAGAR SCHEME

S. V. ROAD, KANDIVLI (WEST), BOMBAY-400 067

KARNATAK TRADERS Indian Globe Chambers, Fort Street, BOMBAY-400 001



AGREEMENT FOR SALE

of December 1980 Between MESSRS. KARNATAK TRADERS, a

Partnership firm having its office at Indian Globe Chambers, 7th floor, Bori Bunder, Bombay-400 001, hereinafter referred to as the "Builders" (which expression shall unless repugnant to the context or the meaning thereof mean and include the partner or partners for the time being of the said firm and their respective heirs executors, administrators and assigns) of the First Part A N D Smit Canadas Vana

of Bombay hereinafter referred to as the "the Purchaser" (which expression shall unless repugnant to the context or the meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns) of the other Part:

WHEREAS the Builders have entered into an Agreement in writing dated 2nd November, 1977 and made between M/s. Mooljee Lukhmidass therein as also hereinafter called the Owners of the One Part and the Builders herein therein called the developer of the other Part for the consideration and on the terms and conditions therein mentioned.

AND WHEREAS the said owners have interalia under the said Agreement given to the Builders herein right to develop their property situate at S.V. Road, Kandivli (West), being a piece or parcel of land or ground with structure standing thereon and bearing Plot No. VII amongst others forming part of C.T.S. No. 12, 13 and 21 situate at Village Magathane, Kandivli, Borivli and more particularly described in the Schedule hereunder written.

AND WHEREAS the Builders are entitled under the said Agreement to construct Building on the said Plot No. VII forming part of

C.T.S. Nos. 12, 13 and 21 situate at Village Magathane, Kandivli, Borivli and more particularly described in the schedule hereunder written in accordance with the sanctioned building plans and the Builders are also extitled to sell on owner-ship basis the flats that may be constructed by them as aforesaid in their own right and for that purpose the Builders are entitled under the said Agreement to enter into agreement for sale of flats on ownership basis and to approporiate the purchase price received by them under such agreements.

AND WHEREAS the Purchaser has read and perused and understood the said Agreement mide between the said owners and the builders herein dated 2nd November, 1977 prior to the execution of this Agreement and the Purchaser agrees and confirms the contents thereof.

AND WHEREAS the Builders have furnished to the Purchaser copies of such of the documents as are required to be furnished under the rules framed under the Maharashtra Ownership Flats Act as requested by the Purchaser.

AND WHEREAS the Builders are constructing Ground and four upper floors on the said Plot in accordance with the sanctioned building plans of the Bombay Municipal Corporation and are desirous of selling flats/shops in the said building.

AND WHEREAS one M/s KOTHARI BUILDERS, a partnership firm carrying on business at 422, Commerce House, Medows Street, Bombay 400 001, have filed a suit on an alleged agreement which has been denied by the Builders in the Honourable High court of Judicature at Bomaby, being Suit No. 9720/1978 against the Builders amongst other, for specific performance of the said alleged agreement.

AND WHEREAS the Notice of Motion for ad-interim and interim injunction taken out by the said M/s KOTHARI BUILDERS has been dismissed by the Honourable Court by an order dated 16th October 1978

AND WHEREAS by the said order dated 16th October 1978 the Honourable High Court Bombay has directed the defendants to furnish Certain particulars to the Advocates for M/s KOTHARI BUILDERS.

AND WHEREAS the Bulders have given inspection of plaint, Notice of Notion and the said order dated 16-10-1978 to the purchaser and have taken upon themselves all the responsibilities arising out of the said suit.

AND WHEREAS the Purchaser has agreed to acquire Flat

No. 15 Bluing Shop No.

on the Faction floor of the said
building under construction on the said Plot No. VII at Village Magathane, Kandivli, Borivli, forming part of the property described in the Schedule hereunder written upon the terms and conditions hereinafter mentioned.

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AND WHEREAS the Purchaser has demanded from the Builders and the Builders have given inspection to the Purchaser of the specifica-

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

- The Builders are constructing ground and four upper floors on the said Plot No. VII at Village Magathane, Kandivli, Borivli, in accordance with the sarctioned building plans and the agreed specifications which have been kept at their office at Indian Globe Chambers, 7th floor, Fort Street, Bombay-400 001 for inspection and which the Purchaser has seen and approved. The Purchaser has agreed that the builders may make such variations and modifications therein which they may consider necessary and desirable hereafter or as may be required to be done by the Government, the Bombay Municipal Corporation or any other local authority and this shall operate as an irrevocable consent of the Purchaser. The Purchaser shall not raise any objection in respect of the correctness of the area of the land and the flat.
- The Purchaser has prior to the execution of the Agreement satisfied himself/herself about the title of the owners to the said Plot and he/she shall not be entitled further to investigate the title of the Builders and/or owners and no requisitions or objections shall be raised on any matter relating thereto. Certificate of title dated 14th day of Junuary 1978 is annexed hereto and marked Exhibit"A"

The Purchaser hereby agrees to acquire flat/shop No. /5 on the floor of the said building as shown on the plan seen and approved by the Purchaser for the sum of Rs.49, usc/:/-. A copy of the said plan of the said flat is hereto annexed.

The Purchaser agrees to pay the consideration for acquiring the

TX BI	ia municipa	al Taxes and other	outgoings to the	proportionate : Builders as un	share of
2 miles circin	l) Flat/S	Shop value Rs. 4	9,450/:		
2412.3.20	(1) B	y payment of Rs. cecution of this ag	39. UST/2 as	the earnest mo	oney on
sus from	(ii) T	he balance of the p	urchase price shal	l be paid in the	manner
Mr	(a)/R	s. 10.000/2	- on or before -	5+4	-day of
3113.3		Rs.	on or before		-day of
. Sus . 2 . c.	idi.		/		* 4

(c) Rs. — on or before — day of 1980;

d) Rs. — on or before — day of — 1980;

(e) The balance amount of Rs. — when the said premises are notified by the Builders as completed and are ready for giving possession.

(B) OTHER PAYMENTS:

- (i) The Purchaser also agrees and binds himself to pay the Builders, from the date of the delivery of the possession (which date means the date on which the Builders shall give notice to the purchaser that the said premises are ready to be handed over to the Purchaser) of the said premises till the conveyance is executed in favour of the Society, or a Limited Company that may be formed, his proportionate share as determined by the Builders, of all outgoings in respect of the property including insurances, all taxes, water charges, common lights, chokidars, sweepers, sanitation, additions and alterations, oil, paintings, washing, salary of staff, repairs, etc, and all other expenses incidental to the management and maintenance of the property and the tax on income. Until the Municipal taxes and other expenses are fixed and the exact amount is worked out for each of the fiats and shops, the Purchaser agrees that from the aforesaid date he shall regularly pay to the Builders Rs. 100/- (Rupees One hundred only) on the 1st day of every month advance towards and on account of Municipal taxes and Maintenance, expenses etc. as aforesaid and shall also pay the difference if any, when taxes and other expenses are ascertained. The Purchaser shall indemnify and keep indemnified the Builders against all aforesaid charges and payments.
 - (ii) The Purchaser shall pay Rs. 250/- being the cost of preparing this Agreement to M/s. Mahimtura & Co., the Attorneys of the Builders.
 - (iii) The purchaser shall before delivery of possession of the said premises keep a deposit of Rs. 1000/- without interest with the Builders as security for the due compliance by the Purchaser of all his/her obligations provided in sub-clause (i) above and clause 5 of this Agreement. The said deposit shall be transferred by the Builders only to the Limited Company or the Co-operative Society or the Association when formed and the Conveyance is executed, after deducting therefrom, the amount payable by the Purchaser to the Builders.
 - (iv) The Purchasers shall before delivery of possession of the said premises to him/her deposit a sum of Rs. 250/- with the limit jera towards his/her share of the Legal costs for formation of

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Society and transferring the property and Rs. 250/- for share money for the purchase of shares and Re. 1/- as entrance fee in the intended Co-operative Society or Limited Company as hereinafter mentioned.

- 5. That in case any security deposit is demanded by the Water Department or the B.S.E.S. Co.Ltd. before giving the water connection or electric connection to the proposed new building, the same shall be paid by the Purchaser in proportion to the share to be decided by the Builders, further in case meters are separate, the Purchaser shall forthwith pay his/her share of the water and electric bill according to the number of flasts/shops built in the building and using the same, within 4 days of demand.
- 6. Interest at 15% per annum will be paid to the Builders by the Purchaser on all amounts due by him/her under this Agreement to the Builders, including Municipal taxes or other outgoings from the due date of payment till the amounts are paid.
- 7. The Builders agree to hand over the possession of the said premises to the Purchaser on or before the 15th day of December 1980 subject however to the availability of cement, steel or other building materials and the grant of necessary electric and water connections by Electric Company and the Municipal Corporation of Greater Bombay, and subject to any act of God such as earthquake, floods or any Government restrictions on sale and purchase of building materials of any other natural calamity and of enemy, war or any other cause beyond the control of the Builderds.
- 3. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into, or over the said land or building or any part thereof, such conferement to take place only upon the execution of the Conveyance in favour of Limited Company or a Co. operative Housing Society or an incorporated body to be formed of the Purchasers of different flats and shops in the said building.
- 9. The Purchaser shall have no claim save and except in respect of the said premises hereby acquired i.e. all open spaces, parking spaces, lobbies, staircases, terraces, etc. will remain the property of the Builders until the whole property is transferred to the proposed Limited Company or a Co-operative Housing Society as hereinafter mentioned but subject to the rights of the Builders as mentioned in Clause 10 and 11 herein.
- 10. (a) The Builders shall have a right until the proposed Limited Company or Co-operative Housing Society is formed and the property is conveyed to it, to make additions, raise storeys and put up additional structures as may be permitted by Municipal and other competent authorities. Such additions, structures and storeys will be the sole property of the Builders who will be entitled to dispose it off in any way they

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choose and the Purchaser hereby consents to the same and agrees not to raise any objection to the same.

- (b) The terrace of the buildings, including the parapet wall shall always be the property of the builders and the agreements with the Purchaser and all Purchasers of flats in the said buildings shall be subject to the aforesaid rights of the Builders who shall be entitled to use said terrace including the parapet wall for any purpose including the display of advertisements and signboards and the Purchaser shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever.
- (c) The Builders shall be entitled to enclose the parking spaces subject to the approval of the Municipal Authorities.
- 11. PROVIDED that the Builders do not in any way affect or prejudice the right hereby granted in favour of the Purchaser, the Builders shall be at liberty to sell, assign, or otherwise deal with or dispose of their, right, title and interest in the said land and hereditaments and premises and the building being constructed hereafter to be erected thereon..
- 12. Under no circumstances possession of the said premises shall given by the Builders to the Purchaser unless and until all payments required to be made under this Agreement by the Purchaser have been made to the Builders.
- 13. The Builders shall in respect of any amount unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises to be acquired by the Purchaser.
- 14. The Purchaser hereby agrees that in the event of any amount by way of premium to the Municipality or to the State Government or Betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Builders in respect of the said building, the same shall be reimbursed by the Purchaser to the Builders in proportion to the area of the premises agreed to be purchased by the Purchaser to the area of the whole building and in determining such amount the decision of the Builders shall be conclusive and binding upon the Purchaser.
- 15. The Purchaser shall after taking possession maintain at his/her own costs the said premises agreed to be acquired by him/her in the same condition, state and order in which it is delivered to him/her and shall abide by all bye-laws, rules and regulations of the Government Corporation and B.S.E. Supply Co. Ltd. or any other authorities and local bodies and shall attend answer and be responsible for all actions, violations of any of the conditions rules or bye-laws.

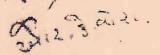
- 16. The Purchaser here-by agree to pay all the amounts payable under the terms of this greement as and when they become due and payable, time in this respect being of the essence of the contract. Further the Builders are not bound to give notice requiring such payment and the failure thereof shall not be pleased as an excuse for non-payment of any amount or amounts on the respective due dates.
- 17. The Purchaser shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to affect the construction or structure of the said building.
- The purchaser hereby agrees and undertakes to be a member of the Co-operative Housing Society or a Limited Company, that may be formed and also from time to time to sign and execute the application for registration, other papers and documents necessary for the formation and the registration of the Society or Limited Company including the bye-laws of the proposed Society and fully fill in, sign and return within 10(ten) days of the same being forwarded by the Builders to the Purchaser. No objection shall be taken by the Purchaser if changes or modifications are made in the draft byelaws as may be required by the Registrar of Co-Operative Societies or other competent authority. The Purchaser shall be bound from time to time to sign all papers and documents and to do from time to time whatever is necessary for safeguarding the interest of the Builders and of other purchasers of flats and shops in the said building. Failure to comply with the provision of this clause will render this agreement ipso facto to an end and the earnest money paid by the Purchaser shall stand forfeited to the Builders.
- 19. The Purchaser hereby convenants to keep the said premises, walls and partitions walls, sewers, drains, pipes and appurtenances thereof, in good tenanantable repair and conditions and in particular so as to support, shelter, and protect the parts of the new building other than the said premises.
- 20. The Purchaser shall not let, sub-let, sell transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of his said premises nor assign, under let or part with his interest under or the benefit of this Agreement or any part thereof without the previous consent in writing of the Builders. It is specifically agreed that even when the consent is given, the Purchaser shall not sub-let or part with the possession till all the moneys due to the Builders are fully paid by the original Purchaser.
- 21. The Purchaser shall permit the Builders and the Surveyors and agents with or without workmen and others at all reasonable time to enter into and upon his said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good within three months of the giving of notice all defects, decays and wants of repair of which notice in writing shall be given by the Builders to the Purchaser.
- 22. The Purchaser shapermit the Builders and their Surveyors and agents with or withe t workmen and others at all reasonable time

to enter and upon the said premises or any part thereof for the puppose of repairing any part of the building and for the purpose of making repairing, maintaining, rebuilding, cleansing, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party structures or other convenience belonging to, or serving or used for the said building and also for the purpose of laying down, maintaining, repairing renewing and testing drainage, and water pipes and electric and telephone wires and for similar purposes and also for the purposes of cutting off the supply of water, or electricity to the flat/shop or any other flat/shop in building in respect whereof the Purchaser or the occupier of such flat/shop as the case may be shall make default in paying his share of the water-tax or charges or electricity dues.

- 23. The Purchaser shall not use the flat/shop or permit the same to be used for any purpose whatsoever other than as private dwelling house nor use the shop except for keeping the motor car nor shall he use in any manner which may or is likely to cause nuisance or annoyance to the occupiers of the other flats in the building, or to the owners or occupiers of the other builders or neighbouring properties nor for any illegal or immoral purposes.
- 24. The Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by him nor will he at any time make or cause to be made any additions or alterations of whatever nature to the said premises or any part thereof. The Purchaser shall not permit the closing of Verandah or lounges or balconies or make any alterations in the elevation and outside colour scheme of the flat to be acquired by him.
- 25. After the possession of the Said premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said premises are thereafter required to be carried out by the Government, Municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other flats and shops in the said building at their own cost and the Builders shall not be in any manner liable or responsible for the same.
- 26. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any flat or shop in or any part of the said building or cause any increased premium to be payable in respect thereof.
- 27. The Purchaser shall not decorate the exterior of his flat/shop otherwise than in a manner agreed to be in writing with the Builders or in the manner as may be in which the same was previously decorated.
- 28. The Purchaser shall not throw dirt, rubbish, rage or otherwise refuse or permit the same to be thrown in the compound or in any portion of the building.
- 29. The said building as and the name of the Co-operative Housing Society or Societies or Limited Company or Companies to be

ormed shall bear the name as may be decided by the Builders and these names shall not be changed without the written permission of the Builders.

- 30. After the building is complete and ready and fit for occupation and after the Society or Limited Company is incorporated and registered and only after all the flats and shops in the said building have been sold and disposed off by the Builders and after the Builders have received all dues payable to them under the terms of Agreements with various flat/shop holders, the Builders shall get the said Plot No. VII released from the mortgage of the Bank of Baroda created by the said M/s Mooljee Lukhmidass and agreed to be created by the Builders and cause a Conveyance to be executed.
- 31. In the event of the Society or Limited Company being formed and registered before the sale and disposal of the Builders of all the flats and shops in the said building, the powers and authority of the Society so formed, or of the Purchaser and other Purchasers of the flats/shops shall be subject to the over all authority and control of the Builders over all or any of the matters concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold flat/shops and the disposal thereof.
- 32. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the right of the Builders.
- 33. After issue of the Occupation Certificate for the said building, the costs of maintenance of the roads, street lights, water lines, drainage line, electric cable, sewers etc. of MOOLJEE NAGAR Scheme shall be borne and paid by the flat/shop acquirers or their Common Organisation.
- 34. The term 'Purchaser'herein may include the female Gender and in that event the terms 'his', 'him', etc. expressed with respect to the term 'Purchaser' shall be construed as 'her etc. If the Buyer be a partnership firm, the said term shall unless repugnant to the context or meaning thereof mean and include the partners for the time being, of the said firm, the survivors or survivor of them and the heirs executors administrators and assigns if the last survivor; if a Purchaser be a Company or a Society, the said term shall wherever appropriate mean and include its successors and assigns.
- 35. The Purchaser shall lodge the Original of this agreement for registration with the Sub-Registrar of Assurances at Bombay within one month from the date hereof and pay all costs and charges for the same and intimate to the Builders the Serial Number under which it is lodged and thereupon the Builders shall attend the said Office and admit execution thereof by them.



36. Messrs. Mahimtura & Co., Attorneys for the Builders shall prepare and/or approve as the case may be the Conveyance and all other documents to be executed in pursuance of these presents as also the bye-laws and the Memorandum and Articles of Association in connection which the Co-operative Housing Society or the Limited Company as the case may be and all costs, charges other expenses including stamp duty and registration charges and other expenses in connection with the preparation and execution of the conveyance and the other documents and the formation, registration or incorporation of the co-operative Housing Society or the Limited Company as the case may be shall be borne and paid by all the Purchasers of the said premises in proportion to the respective area of the respective premises, and/or paid by such Co-operative Society or Limited Company.

37. All letters, receipts and/or notices issued by the Builders despatched under Certificate of posting to the address known to them of the Purchaser or at with all Bidg and flown, of Tank to an interest of the same by the Purchaser and shall fully and effectually discharge the Builders.

- If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Builders any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified, or if the Purchaser shall in any other way fail to perform or observe any of the convenants and conditions in his part herein contained or referred to, the Builders shall without any notice be entitled to reenter upon and resume possession of the said premises and every thing whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchaser to the Builders shall stand absolutely forfeited to the Builders and the Purchaser shall have no claim for refund or repayment of the said earnest money and/or the said other amounts already paid by the Purchaser or any part thereof and the Purchaser hereby agrees to forfeit all his right, title and interest in the said flat and/or shop and all amounts already paid and in such event the Purchaser shall also be liable to immediate ejectment as a trespasser but the right given by this clause to the Builders shall be without prejudice to any other rights remedies and claims whatsoever at law or under this agreement of the Builders against the Purchaser.
- 39. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Limited Company as well as the costs of preparing engrossing, stamping and registering the Conveyance and all other agreements, assignment deed, transfer deed or any other document or documents required to be executed by the Builders or the Purchaser as well as the entire professional costs of the Attorneys of the Builders in preparing and approving all such documents shall be borne and paid by the Society or the Limited Company or proportionately by all the holders of flats and shops in the said building. The stamp and registration charges and the entire professional costs of Messrs. Mahimtura & Co. of and incidental hereto shall be borne and paid by the Purchaser. The Builders shall not contribute anything

towards such expenses. The share of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand.

40 This Agreement shall always be subject to the provisions contained in the Maharashtra State Ownership Flats Act, 1963 and the Maharashtra State Ownership Flats Act, 1964 or any amendment or re-enactment thereof, for the time being in force or any other provisions of law applicable thereto.

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

THE SCHEDULE ABOVE REFERED TO:

ALL THAT piece of land or ground lying and being of Magathane and Kandivli Village and in Greater Bombay admeasuring 62135.55 sq. yards equal to 51953.357 sq. meters together with all buildings, structures, wells, measuages, tenaments, buildings standing thereon forming part of Survey No. 5 6, 13(part) and 158 (C.T.Nos. 12, 13 and 21) of Village Magathane and Survey No. 114/2 and 115/2 at Kandivli and bounded on the East by the Public Road known as Swami Vivekanand Road (Formerly known as Ghodbunder Road) on the West by land of Shri Harichandra Chintu Bhatt and Chhabildas Lallubhai on the North by land of Francis Moorjachey and Barnard Moorjchey and on the South by Public Street.

SPECIFICATIONS OF THE FLATS/SHOPS

R.C.C. Work :

R.C.C. footings, columns, beams and slabs shall be in 1:4 mixed as per the design of the design of R.C.C. Specialist. The concreting shall be machine mixed, properly vibrated and cured.

The external walls shall be of 9" B.B masonry and 1:6 cement mortar with sand faced plaster on the external sides and neroo finish plaster to the internal fact, etc. complete.

The internal walls shall be of 6" partition wall in 1:5 cement mortar with neroo finish plaster or both sides.

Flooring:

The flooring shall be of marble mosaic tiles laid in chunem bedding with cement floating etc. complete. Bathrooms and W.C's shall have white glazed tiles flooring and dado.

Terrace Work :

The terrace shall be laid with 1½"th. Indian patent stone laid on 4½"th. brick bat coba and shall be made completely waterproof.

Plumbing & Sanitary Work :

This shall be carried out by the Licensed Plumber and as per the rules and regulations of the Bombay Municipal Corporation.

Sant Bank

Electric Work :

- (a) Living rooms, bed rooms; Each room will be provided with one light point, one plug point, one fan point and one domestic power point (if available from B.S.E.S.) Each flat will be provided with one bell point and a buzzer.
- (b) Kitchen: Each kitchen will be provided with one light point, one plug point and one domestic point.
- (c) Bathrooms, W.C's., Balconies, Otlas: Each will be provided with one light point. In addition, the bathrooms will be provided with one domestic power point and one light point for bath and W.C's.

signed sealed and delivered by the withinnamed Messrs, Karnatak Traders, the Builders abovenamed in the presence of: A M. Thoulke) For KARNATAK TRADERS) Partner.
signed sealed and delivered by the withinnamed Purchaser, Shri/Smt. Kanyanaben Lishandal Vara in the presence of: Received the day and year first hereinabove w) ३१००० द्वारा कारा

and from the mine thousand tous hundre withinnamed Purchaser the sum of Rs.39, uso Ruppes within expressed to have been paid by/him/her to us) Rs. 39, USO (2) WITNESS. Passed WITNESS. WE SAY RECEIVED For KARNATAK TRADERS

3.M. Theeleler

PARTNER

Exhibit "A"

DIVEKAR & CO. ADVOCATES & SOLICITORS

G.M. Divekar Mrs. Vijaya V. Divekar

PHONE: 272372 14, AMBALAL DOSHI MARG, (HAMAM STREET), FORT, BOMBAY 400 023.

DATE-

In the matter of an immoveable property situate lying and being at Village Magathane, Kandivli, Taluk Borivli, District Bombay Suburban bearing Plot Nos. IV, V, VI, VII, VIII, IX, X of a private layout scheme known as Mooljee Nager Scheme and forming part of City Survey Nos. 12. 13 and 21.

THIS IS TO CERTIFY that we have investigated the title of M/s Moolji Lukhmidas to the above plot and we find that their title to the above plot is marketable and free from encumbrances, except the Mortgage in favour of Bank of Baroda.

THIS IS TO FURTHER CERTIFY that by an Agreement dated 2nd November 1977 made between M/s. Moolji Lukhmidas of the one part and M/s. Karnatak Traders of the other part, the said M/s. Moolji Lukhmidas have authorised M/s. Karnatak Traders to take over as and from 1st September 1977 and to carry out the said Moolji Nagar Project or Scheme of constructing buildings on intralia the above property and selling flats, shops, garages and other portions and other premises on ownership basis to individuals or by way of package deal or organising schemes under the Maharashtra Ownership Act or organise Socities or other incorporated bodies as they may deed fit and by virtue of the said Agreement dated 2nd November 1977 the said M/s. Karnatak Traders are entitled to sell flats, shops, garages and other portions of the building under construction on the above plot on ownership basis on such terms and conditions as they may deem fit.

Dated this 14th day of January 1978.

Sd/-

Advocates & Solicitors.