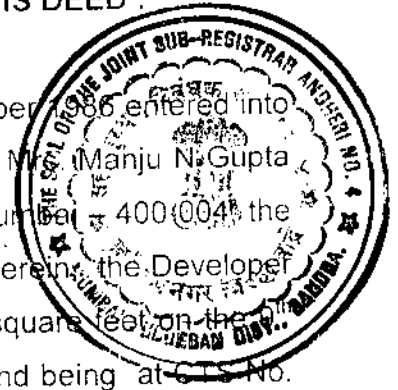


: DEED OF DECLARATION :

THIS DEED OF DECLARATION is made and entered into at Mumbai on this 21<sup>st</sup> day of JULY 2010 BY AND BETWEEN MR. CHANDRU ASNANI, adult, Indian Inhabitant and residing at Flat No.92, 9<sup>th</sup> Floor, Oxford Tower, CTS No.1/202, Off New Link Road, Oshiwara, Near Yamuna Nagar, Andheri West, Mumbai 400 053 hereinafter called and referred to as the "DECLARANT / CONFIRMING PARTY" (which expression shall mean and include his heirs, executors, administrators and assigns) of the PARTY TO THIS DEED :

*Chandru*

WHEREAS By an Articles of Agreement dated 16<sup>th</sup> September 1986 entered into between M/s. Carry Construction Co., a Proprietary Firm of Mr. Manju N. Gupta having its office at 32, 2<sup>nd</sup> Panjrapole Lane, Bhuleshwar, Mumbai 400 004 the Developers and MR. CHANDRU ASNANI, the Purchaser therein, the Developer have sold Flat No.92 admeasuring a built up area of 940 square feet on the floor of the building known as Oxford Tower situate, lying and being at CTS No. 1/202, at Village Oshiwara, Taluka Andheri, District Mumbai Suburban, Off New Link Road, Oshiwara, Near Yamuna Nagar, Andheri West, Mumbai 400 053 at or for the total consideration of Rs.3,29,000/- (Rupees Three Lakhs Twenty Nine Thousand Only) under the said Agreement which have been duly stamped and hereto annexed as EXHIBIT - "A".



AND WHEREAS after execution of hereinabove cited Agreement dated 16.09.1986 by the Developer / Vendor M/s. Carry Construction Co., and the Purchaser / Confirming Party therein above named the same remained to be lodged for registration before the Sub-Registrar of Assurances, Taluka Andheri, Mumbai within the time limit as per the period granted for the purpose of Registration of Documents as per the provisions of Section 4 of the Maharashtra Ownership Flats (Regulations of Promotion, Construction, Sale, Management Act), 1963 read with Indian Registration Act, 1908 through inadvertence of the parties hereto as well as bonafide mistaken belief about its registration.

Rs. 100/- Rupees One Hundred Only  
The Greater Bombay Co-operative Bank Ltd. Sea Pearl Apartments, J.P. Road, Opp. Pratik Colony, 4 Banglows, Versova, Andheri (West), Mumbai-400 058.  
D-5, STP(V)/C.R. 1024/14/05-979-982

20968198415  
STRT 63062  
163313  
SPEC. STAMP  
JUL 16 2010  
R 06001001-P85206  
14:16


*x Chandru*

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MR. NITIN KARANDEKAR  
Auth. Signatory  
MUNARASHTRA  
TAKO DUTY

**Documents Delivers**

No. **138415** Authorised Signatory

ग्राहकाची प्रत/Party Copy  
 The Greater Bombay Co-op. Bank Ltd.  
 (Scheduled Bank)

शाखा/Br.

दि प्रेटर बॉम्बे को. ऑप. बँक लि.  
 दिनांक/Date **17-7-10**

मुद्रांक शुल्क / Stamp Duty रु. / Rs. **100**

राया आकारणी शुल्क/रु. **10**

Service Charges/Rs. \_\_\_\_\_

No. of Documents **One**

एकूण/Total Amount रु./Rs. **110**

अंकीरी रूपाने/Amount in Words **One hundred ten only**

मुद्रांक शुल्क भरणाऱ्याचे नांव/Name of stamp duty  
 Paying party **MR Chandru  
 Asnani**

पॅन नं./Pan No. \_\_\_\_\_

पत्ता/Address & Tel. No. **FNO 92**

**Ox Ford Tower off New  
 Link Rd, Yashwantrao Chavan  
 Mumbai - 400053**  
 संपर्कित पक्षाचे नांव/Name of counter party  
**Mrs. Manju N. Gupta**

व्यवहाराच्या उद्देशाने कारण/Purpose of  
 transaction **Deed of  
 Declaration**

घनादेश/दि ऑर्डर रुपा येवना काढला आहे त्या बँकेचे नाव व शाखा/  
 Name of the Drawee Bank & Branch

डि.डि. दि ऑर्डर चेक नं.  
 D.D. P.O. Cheque No. if any \_\_\_\_\_

रोखपास/Cashier अधिकृतपणे सही  
 Authorised Signatory

मुद्रांक केलेले दस्तऐवज रोखपास येतना ही पावती अगण  
 आवश्यक आहे/This counter foil has to be  
 presented at the time of delivery of  
 stamps. Subject to Delivery of stamp  
 document on next working day.



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AND WHEREAS I, CHANDRU ASNANI, the Purchaser of the said Agreement for Sale is desirous of getting the said Agreement for Sale dated 16.09.1986 duly registered by presenting the same for Registration to the Sub Registrar of Assurances at Bandra and complete the registration formality.

AND WHEREAS the said Developer is presently not available to admit execution of Registration, AND therefore I, MR. CHANDRU ASNANI, the Confirming Party decided to bring the said Agreement for Sale dated 16.09.1986 on the record of the Sub-Registrar of Assurances, Bandra by executing these presents :

AND WHEREAS the Party hereto, the Purchaser/ Declarant have paid the proper Stamp Duty under Abhay Yojana, 1995 vide case no. AS/67/43100/95 and Receipt Number 6856361 dated 20.06.1995.

AND WHEREAS the Confirming Party by this DECLARATION confirm the said Document dated 16.09.1986 which is annexed and marked EXHIBIT - A

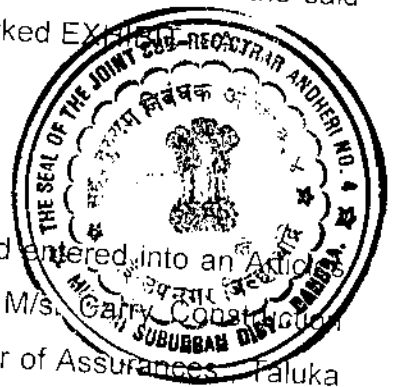
NOW THIS DEED WITNESSETH AS UNDER :

1. That the Purchaser herein above hereinabove had entered into an Article of Agreement Dated 16.09.1986 with the Developers M/s. Garry Construction Co., and have failed to appear before the Sub- Registrar of Assurances, Taluka Andheri, Mumbai, 400 051. Therefore today by this DEED OF DECLARATION the Purchaser / Confirming Party hereto above named confirm the said Agreement For Sale for and on the terms and conditions mentioned in the Agreement For Sale dated 16.09.1986.

2. In the aforesaid premises I, MR. CHANDRU ASNANI declare and confirm that the said Articles of Agreement dated 16.09.1986 annexed herewith as EXHIBIT -A is still valid and in force and I hereby further declare and confirm all the terms and conditions mentioned in the said Agreement dated 16.09.1986 in all respects and the said terms and conditions are binding on me and my successors and assigns and are also binding on the said Developer in all

X Chandru

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respect. I further confirm that if the said Developer and myself had appeared before the Sub-Registrar of Assurances at Mumbai within the time limit prescribed the said Agreement dated 16.09.1986 would have been duly registered under the provisions of Section 4 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, management and Transfer) Act, 1963 read with Indian Registration Act, 1908.

4. That the Purchaser / Confirming Party appear before the Sub-Registrar of Assurances, Taluka Andheri, Mumbai - 400 051, Andher Taluka, along with this Deed of Declaration to Register the said Agreement as it has been executed today and presented the same for Registration as per the Registration of Document Act, within the time limit of the said for the purpose of Registration to confirm the Registration of this Deed.

IN WITNESS WHEREOF the Party hereto have hereunto set and subscribed their hands, signatures on the day, month and year hereinabove written.



**SCHEDULE OF PROPERTY**

Flat bearing number 92 admeasuring a built area of 940 square feet on the 9<sup>th</sup> floor of the building named Oxford Tower situate at CTS No. 1/202, Village Oshiwara, Andheri Taluka, Off New Link Road, Oshiwara, Near Yamuna Nagar, Andheri West, Mumbai 400 053.

**SIGNED, SEALED AND DELIVERED**

By the withinnamed Purchaser /  
Confirming Party

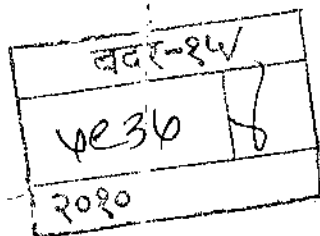
**MR. CHANDRU ASNANI**



In the presence of

1) Dasharathu x

2) Vile x



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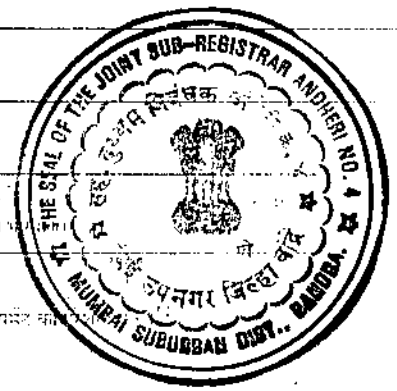
अंशिकावरा गलुका/न.भु.सा.का. -- न.भू.अ.अंधेरी

21202 22,000.00 क

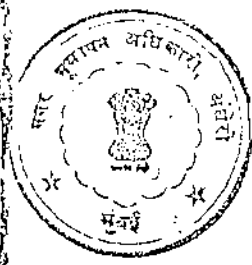
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# THE OXFORD TOWER CO-OPERATIVE HOUSING SOCIETY LIMITED

41, Oshiwara, Andheri West, Bombay-400 053.

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

(Registration No. Bom/W/K-WEST/HSG/TC 7010-92-95)

No. 34

Authorised Share Capital Rs. 10,00,000/- Divided into 20,000 Shares each of Rs. 50/- only

Member's Register No. 34

THIS IS TO CERTIFY that Shri. CHANDRU ASNANI

of BOMBAY is the Registered Holder of [FIVE] Shares from No. 166

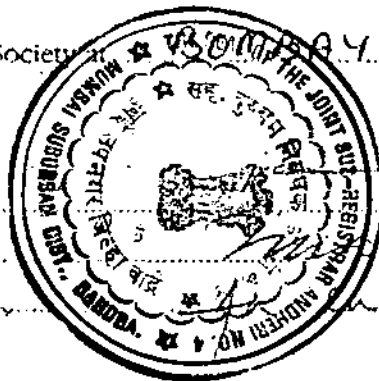
to 170 of Rs. 250/- RUPEES TWO HUNDRED FIFTY ONLY.

in THE OXFORD TOWER CO-OPERATIVE HOUSING SOCIETY LTD.

OSHINARA, ANDHERI WEST, BOMBAY, 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 on this FIRST

day of JANUARY 1995.



Chairman

Hon. Secretary

Member of the Committee

P.T.O.

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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

CHANDER KUNDANDAS ASNANI

KUNDANDAS TULSIDAS ASNANI

08/07/1950

Permanent Account Number

ALKPA4640B

Signature



23022008



इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटायें।  
आयकर पैन सेवा इकाई, एन एस डी एल  
महती मजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग,  
नाअर पारे, मुंबई-400 013

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL,  
1st Floor, Times Tower,  
Kamala Mills Compound,  
S B. Marg, Lower Phase, Mumbai - 400 013.

Tel: 91-22-2495 4550, Fax: 91-22-2495 0664  
email: tininfo@nsdl.co.in

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Phone - 2632 4515

# OXFORD TOWER CO-OP. HOUSING SOCIETY LTD.

Oxford Tower, Off New Link Road, Oshiwara, (Near Yamuna Nagar), Andheri (W), Mumbai-400 053.

Regd. No. : Bom/W/K-West/HSG/TC/7010/92 93

REF. NO. \_\_\_\_\_

DATE \_\_\_\_\_

5<sup>th</sup> June, 2010

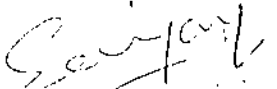
## TO WHOMSOEVER IT MAY CONCERN

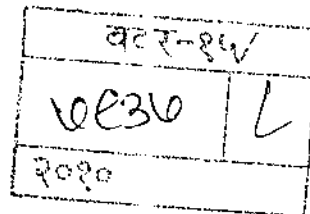
We hereby certify that **Mr. Chandru Asnani** is a bonafide member of the Society since 16<sup>th</sup> Sept, 1986 & owner of Flat no. 92 at OXFORD TOWER CHS LTD. CTS No. 1/202, Part off. New Link Road, Oshiwara, Andheri (W), Mumbai : 400 053. The area, of Flat No. 92 is 940 Sq. Ft.

The building is constructed in the year 1992 and has lift facility. The building has stilt plus 17 floor.

This Certificate, has been issued for the purpose of Registration of Agreement & stamp duty.

This certificate has been issued without any risk & responsibility on part of Society as well as any office bearer of the Society.

  
Hon. Secretary





# बृहन्मुंबई महानगरपालिका

## MUNICIPAL CORPORATION OF GREATER BOMBAY

NOTICE/347/WS/AK of...

To  
Shri D.A. Manawati, Architect,  
4, Shriraj, -View,  
Santapal Daput Marg,  
Opp. Matunga Railway Station,  
Bombay-400 016.

Subj: Occupation permission for building  
type 'K' known as Oxford Towers,  
Unit No.1, consisting of split +  
15th, 16th floor (pt.), 17th floor (pt.)  
in S.No. 4 (pt.) village Chhiwara,  
Andheri (West).

Sir,

Ref:- Your letter No. AV/MCC/11-302/89 dtd.  
20.10.94.

With reference to the above, I have to inform you that  
there is no objection to your client occupying the premises as  
shown by you in the completion plans submitted by you after  
obtaining water connection and subject to following conditions  
which should be complied with within three months from the  
date of receipt hereof:

- 1) That the Certificate under Section 270-A of the B.M.C. Act for adequate water supply should be obtained from Hydraulic Engineer.
- 2) That all the terms and conditions of layout should be complied with for the remaining work.

This permission is granted without prejudice to Act  
under Section 353.A-471 of B.M.C. Act.

Yours faithfully,

Executive Engineer, Bldg. Proposals  
(Western Sub.)

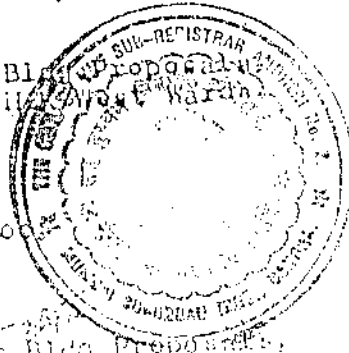
sry/21.10.94

24 OCT 1994

NOTICE/347/WS/AK of...

Copy forwarded for information to the owner -  
Chief Proposer, Swami Samarth Co-op. Housing Socy  
C/o. Architect.

Executive Engineer, Bldg. Proposals  
(Western Sub.) HEK/West.

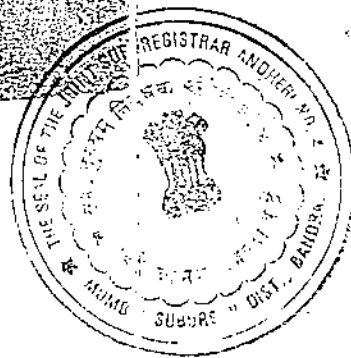


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If this card is lost / someone's lost, please inform return to Income Tax PAN Services Unit, 3rd Floor, Trade World, A Wing, Kamala Mills Compound, S. B. Marg, Lower Pali, Mumbai - 400 013.  
 Tel: 91-22-2499463  
 Email: info@



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आयकर विभाग  
INCOME TAX DEPARTMENT  
VILAS R GAIKAR



भारत सरकार  
GOVT. OF INDIA

RAGHUNATH GAIKAR

09/08/1985

Permanent Account Number  
AKVPG5421B



Signature

यदि कार्ड को खोने/चुराने पर आपको पता है/संभव है,  
आयकर देने के लिए कार्ड को खोने/चुराने से  
पहले भीतर, दाईं तरफ लिखित विवरण पर ध्यान  
देकर पत्र, मुंबई-400 011

If this card is lost, someone has lost card if found,  
please inform return to  
Income Tax PAN Services Unit, NSDL,  
1st Floor, Times Tower,  
Kamata Mills Compound,  
S. G. Marg, Lower Parel, Mumbai - 400 011  
Tel: 91-22-2499 550, 2499 551, 2499 552, 2499 553  
email: tininfo@nsdl.co.in



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वदर-१५  
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वदर15

दस्त गोषवारा भाग-1

दस्त क्र 7937/2010

22/07/2010

दुय्यम निबंधकः

3:55:47 pm

सह दु.नि.का-अंधेरी 4

दस्त क्रमांक : 7937/2010

दस्ताचा प्रकार : घोषणा पत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: असनानी चंद्र - -  
 पत्ता: घर/फ्लॅट नं: सदनिका क्र 92, 9 वा मजला ,  
 ऑक्सफर्ड टॉवर , न्यु लिंक रोड, यमुना नगर जवळ ,  
 अंधेरी प मु 53  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वसा

लिहून देणार

वय 60

सही



2 नाव: - - -  
 पत्ता: घर/फ्लॅट नं: -  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: -  
 पिन: -  
 पॅन नम्बर: -

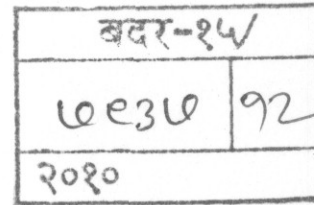
लिहून घेणार

वय -

सही

उपलब्ध नाही

उपलब्ध नाही





दस्त गोषवारा भाग - 2

वदर15

दस्त क्रमांक (7937/2010)

दस्त क्र. [वदर15-7937-2010] चा गोषवारा  
बाजार मुल्य :450000 मोबदला 329000 भरलेले मुद्रांक शुल्क : 11860

पावती क्र.:7940 दिनांक:22/07/2010  
पावतीचे-वर्णन  
नांव: असनानी चंद्र - -

दस्त हजर केल्याचा दिनांक :22/07/2010 03:51 PM  
निष्पादनाचा दिनांक : 22/07/2010  
दस्त हजर करणा-याची सही :

*Handwritten signature*

4500 :नोंदणी फी  
960 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

5460: एकूण

दस्ताचा प्रकार :64) घोषणा पत्र  
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 22/07/2010 03:51 PM  
शिक्का क्र. 2 ची वेळ : (फी) 22/07/2010 03:54 PM  
शिक्का क्र. 3 ची वेळ : (कबुली) 22/07/2010 03:55 PM  
शिक्का क्र. 4 ची वेळ : (ओळख) 22/07/2010 03:55 PM

दु. निबंधकाची सही, सह दु.नि.का-अंधेरी 4

दस्त नोंद केल्याचा दिनांक : 22/07/2010 03:55 PM

ओळख :

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

1) तांबे दशरथ शंकर ---, घर/फ्लॅट नं: 3 आदर्श सावली सांवत कंपाऊड

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गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव:--  
तालुका: -  
पिन: -

*Handwritten signature: Dusharub*



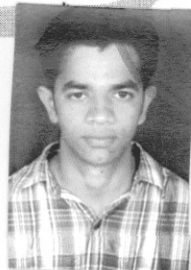
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2) गायकर विकास ---, घर/फ्लॅट नं: -

गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -  
शहर/गाव:-  
तालुका: -  
पिन: -



*Handwritten signature: Vika*



दु. निबंधकाची सही  
सह दु.नि.का-अंधेरी 4

प्रमाणित करण्यात येते की, या  
दस्तामध्ये एकूण.....पाने आहेत.

सह. दुय्यम निबंधक अंधेरी क्र.४  
मुंबई उपनगर जिल्हा

सहपत्र नोंदण्यात आले नाही.

बदर-१५ ७९३७ /२०१०  
पुस्तक क्रमांक १, क्रमांक.....वर  
नोंदला. २२/७/१०  
दिनांक :

सह दुय्यम निबंधक, अंधेरी क्र. ४,  
मुंबई उपनगर जिल्हा



(Fin. R. Form No. 1)

संख्या. ११३ मं. Gen. 113 me

मूल प्रत [अनूत्तरणीय] ORIGINAL COPY [NOT TRANSFERABLE]

शासनालय को सरकार को देण्याची पावती RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place *Berch* दिनांक/Date *02/06/1981* पत्रांक/No. *1198*

केदार-२६०
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2080

*AS NO*  
(रुपये/Rupayen)

निवेष्टक व निवेष्टक  
Cashier or Accountant

*Prakash...*  
(हस्ताक्षर/Signature)  
(पदनाम/Designation)





B.M.R.D.A.  
BANDRA

6856361 / 20-6-95

Receipt No. AS 67 43100 / 95

GENERAL STAMP OFFICE  
Bombay.

RECEIVED from C. Ashani

The Stamp duty Rupees 12110

Twelve thousand one hundred ten only

CERTIFIED under Sec. 41 of the Bombay Stamp Act, 1958, that the proper Stamp duty Rupees 11860 - Eleven thousand

eight hundred sixty only and penalty Rupees 250 - Two hundred

fifty only have been paid in respect of the instrument.

COLLECTED *[Signature]*

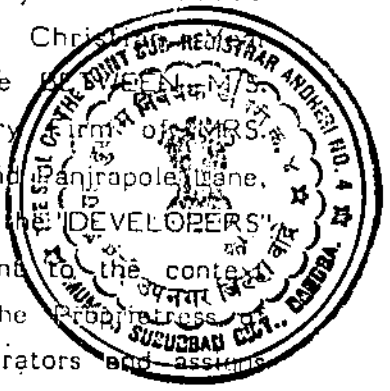
सहपत्र नोंदण्यात जाले नाही.

*[Signature]*

ARTICLES OF AGREEMENT made at Bombay this 16th day of September.....In the Christ

One Thousand Nine Hundred and Eightyfive  
CARRY CONSTRUCTION CO., a Proprietary  
MANJU N. GUPTA having its office at 32, 2nd Panjrapole Lane,  
Bhuleshwar, Bombay - 400 004 hereinafter called the "DEVELOPERS"  
(which expression shall unless it be repugnant to the context or the meaning thereof mean and include the Proprietress of the said Firm her heirs, executors, administrators and partners for the time being, of the said Firm the survivor or survivors of them and the respective heirs executors and administrators of such survivor and his/her or their assigns) of the ONE PART AND MR./MRS./MISS/MS. ....

CHANDRU ASNANI....of Bombay Indian Inhabitant hereinafter called the "PURCHASERS" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their respective heirs, executors and administrators) of the OTHER PART.



*[Signature]*

*[Signature]*

6856361  
20-6-95

WHEREAS :

- i) By an Agreement for sale dated 5th day of December, 1975 made between OSHIWARA LAND DEVELOPMENT CO. P. LTD. (hereinafter referred to as "the said Company") of the one part and Vinod Parshuram Mahajan (hereinafter referred to as "the Original Transferor") of the other part, the said Oshiwara Land Development Co. P. Ltd. agreed to sell to the said Vinod Parshuram Mahajan the piece or parcel of land admeasuring about 17,00,000 (Seventeen lacs) Sq. Yards situate at Village Oshiwara in Greater Bombay and More particularly described in the Second Schedule hereunder written at the price and on the terms and conditions as therein contained, (hereinafter referred to as the "said lands").
- ii) By a Package Deal Agreement dated 5th day of December, 1975 made between the Original Transferor of the One Part and Messrs. Samartha Development Corporation of the other Part, the said M/s. Samartha Development Corporation agreed to construct for the said Original Transferor on the said lands admeasuring 17,00,000 Sq. Yards on the terms and conditions as therein contained.
- iii) By an Agreement of modification dated 8th day of February 1979 and made between the said Company of the One Part and Vinod Parshuram Mahajan (Original Transferor) of the Other Part, it was inter alia agreed by and between the said Company and the said Vinod Parshuram Mahajan in modification of the terms and conditions of the said Agreement for sale dated 5th day of December 1975 that the said agreement for Sale dated 5th day of December, 1975 shall remain in force and be operative only in so far as it relates to the land admeasuring 7,00,000 Sq. Yards (falling outside the Non-Development Zone) shown on the plan annexed thereto and more particularly described in the Second Schedule thereunder written (wrongly showing therein the area of 17,00,000



बदर-२५	
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*Chandan Agrawal*



Sq. Yards instead of 7,00,000 Sq. Yds. subject however to the condition that on the said Vinod Parshuram Mahajan obtaining the N.O.C. (Exemption) under Section 20 and 21 of the Urban Land (Ceiling and Regulation) Act 1976 (hereinafter referred to for the same of brevity as "the said Act") in respect of the said land admeasuring about 7,00,000 Sq. Yards the said Vinod Parshuram Mahajan shall develop for the proposed Shri. Swami Samartha Prasanna Co-Operative Housing Society Ltd., and/or any Society or Societies that may be formed pursuant to the provisions of the said Exemption Order only the land admeasuring about 6,00,000 Sq. Yards as shown on the plan thereof thereto annexed and thereon surrounded by blue dotted lines and the said Company was permitted to have the benefit of the said Exemption Order for the remaining portion of the land admeasuring about 1,00,000 (one lakh) Sq. Yards and accordingly the said Company was given the right and liberty to get the said land admeasuring about 1,00,000 Sq. Yards developed by any other Chief Promotor and/or Society that may be formed but strictly in accordance with and in conformity with the Provisions of the said Exemption Order.

- iv) In pursuance of the said Agreement for Sale dated 5th day of December, 1975 and the said Agreement of Modification dated 8th day of February 1979, the said V.P. Mahajan made an application and therefore on or about 12th November 1979 Order bearing No. UR 1078/1063/XXV under Section 20 of the said Act was made whereby the Government of Maharashtra granted exemption under Section 20 of the said Act to the said Company in respect of the land admeasuring about 7,00,000 Sq. Yards falling in the development Zone, out of the said land admeasuring 17,00,000 Sq. Yards subject to certain terms and conditions as therein mentioned including the term that the said Company was allowed to retain the excess and admeasuring about



Chandni Asmai

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7,00,000 Sq.Yards for transfer thereof by way of sale to Shree Swami Samartha Prasanna Co-Operative Housing Society Ltd. (Proposed) or to its unit or units to be separately registered as distinct co-operative Housing Society or societies under the Maharashtra Co-Operative Societies Act, 1960 as therein more particularly mentioned:

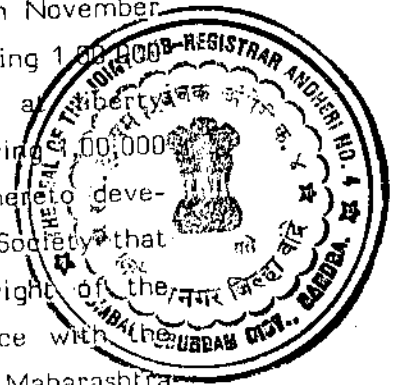
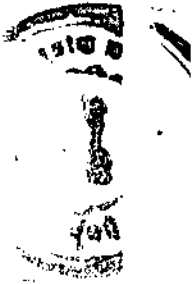
v) By an Agreement of Second Modification dated 21st day of September 1980 and made between the said Company of the One part and the said V.P. Mahajan of the Other Part it was inter alia agreed and declared as follows :-

a) That the property having an area of 1,00,000 Sq.Yards out of the said property admeasuring 7,00,000 Sq.Yards be reserved for development by the said Company under and in pursuance of the said Agreement of Modification dated 8th day of February, 1979 and in conformity with the Exemption Order being the said Order of the Government of Maharashtra dated 12th November 1979 under Section 20 of the said Act is and shall be the property admeasuring 1,00,000 Sq.Yards and that the said company shall have the benefit of the said Order of the Government of Maharashtra dated 12th November 1979 in respect of the said property admeasuring 1,00,000 Sq.Yards and that the Company shall be a and entitled to get the said property admeasuring 1,00,000 Sq.Yards described in the Fourth Schedule thereof developed by any other Chief Promotor and/or Society that may be formed free from the claim or right of the said V.P. Mahajan but strictly in accordance with said Exemption Order of the Government of Maharashtra dated 12th November 1979 in terms of the provisions in that behalf contained in the said agreement of Modification dated 8th day of February, 1979, and the said Agreement of Second Modification.

vi) With a view to implement the said Agreement of Modification dated 8th day of February, 1979 the said V.P. Mahajan as Promotor by an Agreement dated 20th

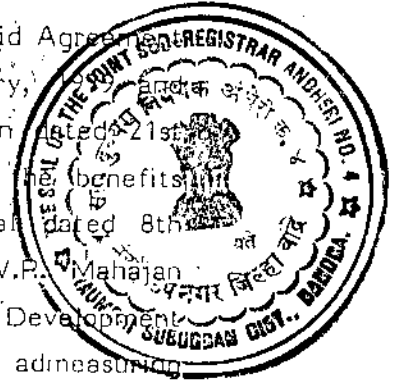
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*Chandra Aggar*



day, of December, 1980 appointed in the place one Kanubhai Ashabhai Patel as Promotor in respect of Unit Nos. 151 to 250 of Shree Swami Samartha Prasanna Co-operative Housing Society Ltd. (Proposed) in respect of land 1,00,000 Sq.Yards being a portion of the said property admeasuring about 6,00,000 Sq.Yards or less described in the Third Schedule hereunder written and the said Kanubhai Ashabhai Patel agreed to act as such Promoter of units Nos. 151 to 250 of Shree Swami Samartha Prasanna Co-Operative Housing Society Limited (Proposed).

- vii) Upon the treaty of the appointment of the said Kanubhai Ashabhai Patel as Promoter of Unit Nos. 151 to 250 of Shree Swami Samartha Prasanna Co-Operative Housing Society Limited (Proposed) in respect of the land admeasuring 1,00,000 Sq.Yards and it was agreed between the said Shri V.P. Mahajan and the said Kanubhai Ashabhai Patel that the said V.P. Mahajan should transfer to the said Kanubhai Ashabhai Patel all and singular the benefits of or under the said Agreement for Sale dt. 5th day of December 1975 read with the said Agreement of Modification dated 8th day of February, the said Agreement of Second Modification dated 21st September, 1980 as also all and singular the benefits under the said agreement of Package Deal dated 8th December 1975 made between the said V.P. Mahajan and the said Messrs. Swami Samartha Development Corporation in respect of and the said land admeasuring about 1,00,000 Sq.Yards subject however to the burden and obligation under the said Agreement for Sale dated 5th day of December, 1975 read with the said Agreement of Modification dated 8th day of February 1979 and the Agreement of Second Modification dated 21st day of September 1980 and also subject to the burden and obligation under the said Package Deal Agreement dated 8th December, 1975 in so far as the same relates to the said land admeasuring 1,00,000 Sq.Yards.



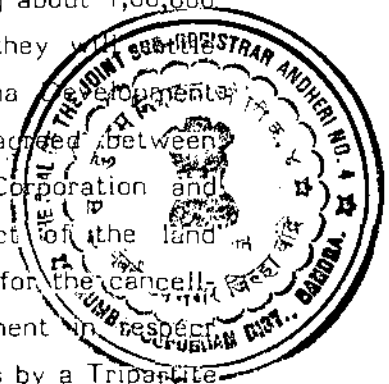
*Chander Anand*

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- viii) In order to give effect to the said appointment the said V.P. Mahajan and the said Kanubhai Ashabhai Patel executed an Agreement dated 21st September, 1980.
- ix) The Original Promoter/said V.P. Mahajan had entered into a Package Deal Agreement dated 5th December, 1975 with the said M/s. Samartha Development Corporation.
- x) In pursuance of the said Package Deal Agreement the said M/s. Swami Samartha Development Corporation paid to the said Oshiwara Land Development Co. P. Ltd., the full consideration amount being the cost of the land payable in respect of the land admeasuring 6,00,000 Sq.Yards.
- xi) The said M/s. Swami Samartha Development Corporation had also incurred expenses for Development of the said land.
- xii) By an agreement dated 21st day of September, 1980 the said Kanubhai Ashabhai Patel agreed to appoint one M/s. Arkay Builders (a partnership firm hereinafter called "The Builders") on Package Deal Basis for the Development of the said land admeasuring about 1,00,000 Sq.Yards subject to the condition that they will with and pay to the said M/s. Samartha Development Corporation such amount as may be agreed between the said M/s. Samartha Development Corporation and the said M/s. Arkay Builders in respect of the land cost and the cost of development as also for the cancellation of the said Package Deal Agreement in respect of the land admeasuring 1,00,000 Sq. Yards by a Tripartite Agreement also dated 21st day of September, 1980 and made between the Original Promoter of the First Part, the said M/s. Samartha Development Corporation of the Second Part and the said M/s. Arkay Builders of the Third Part the said Messrs. Samartha Development Corporation agreed to cancel the said Package Deal

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Chander Agnew



Agreement dated 5th December, 1975 and made between the said Vinod Parshuram Mahajan and the said Messrs Swami Samartha Development Corporation and also agreed to accept the consideration as proportionate cost of land development charges and/or consideration for cancellation of the said Package Deal Agreement and permit the said Original Promoter and/or M/s. Arkay Builders to develop the said portion more particularly described in the First Schedule thereunder written as agreed therein.

xiii) By an Agreement dated 25th March, 1962 executed between the said Kanubhai Ashabhai Patel and Pravinchandra P. Odhwani the said Kanubhai Ashabhai Patel resigned as the Promoter of Shri Swami Samartha Prasanna Co-operative Housing Society Ltd. Unit Nos. 181 to 192 and appointed one Pravinchandra P. Odhwani as the promoter in his place with liberty to enroll members at his discretion but subject to the terms and conditions of the said Order and to allot to them on Ownership basis flats/tenements in the proposed buildings to be constructed or caused to be constructed by him on the land more particularly described in the Fifth Schedule thereunder written.

xiv) By the said Agreement dated 25th March 1982 the said Kanubhai Ashabhai Patel agreed to transfer to the said Pravinchandra P. Odhwani the full benefits and advantages of the Agreement for sale dated 5th December, 1975 read with agreement of Modification dated 8th February 1979 and the Agreement of Second Modification dated 21st September, 1980 all made between the said M/s. Oshiwara Land Development Company (Pvt) Ltd. of the one part and the said Vinod Parshuram Mahajan (Orginal Chief Promoter) of the other part.

xv) By another Tripartite Agreement dated 15th March, 1982 made between the said Promoter of the First Part M/s. Arkay Builders of the Second Part, M/s. Jay Jay



*Chander Singh*

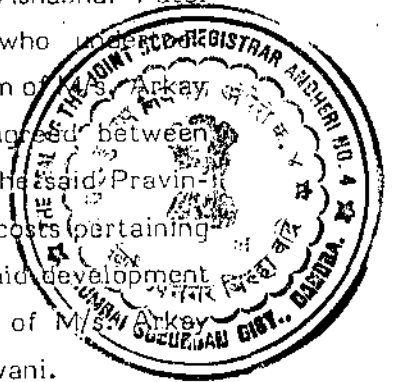
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Construction Co. of the Third Part the said M/s. Arkay Builders agreed to cancel the said Tripartite Agreement dated 21st day of September, 1980 and made between the Original Promoter of the one Part and M/s. Arkay Builders of the other Part and also agreed to accept the consideration as and by way of reimbursement and proportionate costs, charges and expenses for cancellation of the said Tripartite Agreement and allow and permit the promoter and/or the said M/s. Jay Jay Construction Co. to develop the building as set out therein with right to construct on the said land more particularly described in the First Schedule thereunder written as agreed therein.

xvi). The said M/s. Arkay Builders at the request of the said Kanubhai Ashabhai Patel and in pursuance of its obligations under the Package Deal Agreement dated 21st September, 1980 paid to M/s. Samartha Development Corporation the full consideration amount being the cost of land payable in respect of the land situated at Village Oshiwara admeasuring 1,00,000 Sq.Yards.

xvii). The said firm of M/s. Arkay Builders had incurred expenses for part development of or relating to the said land inter alia comprising of the construction of the approach road and partial filling of the land and the due intimation thereof was given by the said Kanubhai Ashabhai Patel to the said Pravinchandra P. Odhwani who accepted the responsibility for payment to the said firm of M/s. Arkay Builders in addition to such amount as agreed between the said firm of M/s. Arkay Builders and the said Pravinchandra P. Odhwani in respect of the land costs pertaining to the said land such share of part of the said development expenses as agreed between the said firm of M/s. Arkay Builders and the said Pravinchandra P. Odhwani.

xviii) By another Agreement dated 25th March, 1982 executed between the said Pravinchandra P. Odhwani therein called "the Promoter" and the said M/s. Arkay Builders

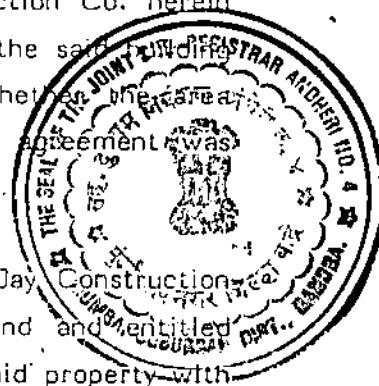


*Chanda Aswas*

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therein called "the Builders" and the said M/s. Jay Jay Construction Co. therein called the said firm it was agreed that the said M/s. Jay Jay Construction Co. would pay to the said M/s. Arkay Builders consideration mentioned therein in full and final settlement in respect of the amount of the land cost incurred in respect of the land described thereunder and the Development expenses incurred by them for the construction of the approach road and benefits of the said land and the compensation amount payable by the said M/s. Jay Jay Construction Co. to the said M/s. Arkay Builders for cancellation of the said Package Deal Agreement dated 21st September, 1980 in respect of the land described therein.

- xix) By virtue of the said Agreement dated 25th March, 1982 M/s. Arkay Builders had put the said M/s. Jay Jay Construction Co. in possession of the said property and the said M/s. Jay Jay Construction Co. thus became fully entitled to utilise and consume the F.S.I. (exclusive of the area covered by staircases, passages outside flats and lifts well) but including balconies in construction of the Building on the said land and that the said M/s. Arkay Builders were not entitled to make any claim for compensation by the said M/s. Jay Jay Construction Co. herein of the said F.S.I. in the construction of the said or buildings irrespective of the fact whether the area of the said land described in the said agreement was more or less.
- xx) In the circumstances the said M/s. Jay Jay Construction Co. were in possession of the said land and entitled to construct buildings and develop the said property with the right to develop the same strictly as per the terms and conditions of the said Order dated 12th November, 1979.
- xxi) Pursuant to the said Package Deal Agreement dated 25th March, 1982 the said Promoter placed the said M/s. Jay Jay Construction Co. in quiet, vacant and



*Chandra Anwar*

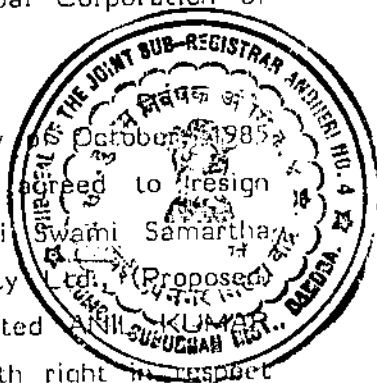
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peaceful possession of the said plots of land with full right, absolute authority and good power to develop the same in consonance with and/or in accordance with the permission for development dated 12th November, 1979 and issued by the Government of Maharashtra under the Powers conferred under Sub-Section (1) of Section 21 of the Urban Land (Ceiling & Regulation) Act, 1976.

- xxii) The lay out sanctioning the sub-division of the said plots bearing Survey No. 41 (part) was sanctioned and the Building plans for construction of the proposed buildings on the said Plots and I.O.D. and Work Commencement Certificate were issued on the 4th day of November, 1981 under Proposal No. CE/347/US/AK of 1981 by the Executive Engineer (Building Proposals) K Ward of the Municipal Corporation of Greater Bombay.
- xxiii) On a portion of the said land described in the First Schedule hereunder written the said M/s. Jay Jay Construction Co. have started construction of the Buildings being Buildings No. K-1 of the Plots bearing Survey No. 41 (Part) and more particularly described in the First Schedule hereunder written under the Building Plans sanctioned under No. CE/347/US/AK on the 4th day of November, 1981 by the Executive Engineer, (Building Proposals) (W S) H & K Ward of the Municipal Corporation of Greater Bombay.
- xxiv) By another Agreement dated 25th day of October, 1985 the said Pravinchandra P. Odhwani agreed to resign and did resign as Promoter of Shri Swami Samartha Prasanna Co-operative Housing Society Ltd. (Proposed) Unit No. 184 and 185 and appointed ANIL KUMAR AGARWAL as the New Promoter with right in respect of the said Building K-1 more particularly described in the First Schedule hereunder written on the terms and conditions therein contained.

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*Chander Agrew*





xxv) At the request of the said Pravinchandra P. Odhwani and the said Anilkumar Agarwal by another Tripartite Agreement dated 25th October, 1985 the said M/s. Jay Jay Construction Co. agreed to cancel the Package Deal Agreement dated 25th March 1982 with the said Pravinchandra P. Odhwani in respect of the said Building K-1 more particularly described in the First Schedule hereunder written for the consideration and on the terms and conditions therein contained.

xxvi) On the execution of the said Agreement dated 25th October, 1985 the said M/s. Jay Jay Construction Co. placed the Developers in possession of the said portion along with the incomplete construction in respect of Building K-1 more particularly described in the First Schedule hereunder written with right to deal with and develop the same.

xxvii) In the circumstances the Developers are developing the said Building K-1 more particularly described in the sixth Schedule hereunder written.

xxviii) The Purchaser has been furnished with the copies of the documents as set out in Rule 4 of the Promoter of Construction Etc. Rules 1964 (hereinafter referred to as "the said Rules") including those hereinabove which the Purchaser doth hereby admit and confirm.

xxix) The title of the said Oshiwara Land development Co. Pvt. Ltd. to the said property has been duly certified by M/s. Mahimtura & Co., Advocates and Solicitors by Certificate of title a copy whereof is hereto annexed.

xxx) The Developers will sell the various Flats/Car-parking space/Area covered under Stilt/garage and/or other premises in the said proposed building to be known as "OXFORD TOWER Co-operative Housing Society Ltd." as the said Promoter and the Co-Promoter may incorporate,



*Pravin Odhwani*

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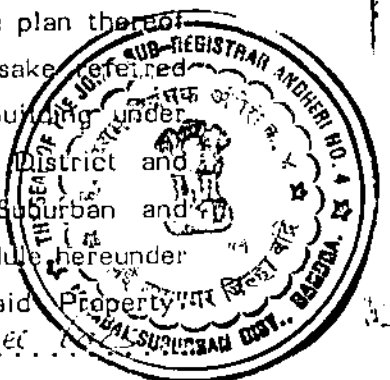
form or register in respect of the said property under the Maharashtra Co-operative Societies Act, 1960 and upon each of the Purchasers of the premises in the said building or buildings paying in full the amounts payable by him/her/ them to the Developers for the Purchasers of the said premises in such building or buildings with all covenants and conditions to be observed and performed by each of the said Purchaser or Purchasers with the Developers being performed, the Developers shall cause the said property to be conveyed to such Registered and/or incorporated Society.

xxxi) The Developers have agreed to sell and/or allot premises in property more particularly described in the First Schedule hereunder written and shown on the plan hereto annexed at or for the price and on the terms and conditions therein contained.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Purchaser hereby agrees to purchase from the Developers a premises being ~~Flat/Car parking space/Area~~ covered under ~~stilt/Garage~~ premises No. 92 on the 9th floor of the Building known as "OXFORD TOWER" on plot bearing Survey No. 41 (Part) and more particularly described in the First Schedule hereunder written and on the plan thereof hereto annexed (hereinafter for the brevity's sake referred to as "the said premises") in the proposed Building under construction at Oshiwara in the Registration District and Sub District of Bombay City and Bombay Suburban and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "said Property" at or for the price of Rs. 32700/- (Rupees ~~Three~~ *Twenty Nine thousand* ..... only). The Said Purchase Price shall be paid by the purchaser to the Developers in the manner following :-

*Chaudhary Anwar*



*Chaudhary Anwar*

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*Chander Anand*

- (a) Rs. 65800/- Earnest money
- (b) Rs. 32900/- at the time of casting of the Plinth
- (c) Rs. 11612/- at the time of casting of the First Slab
- (d) Rs. 11612/- at the time of casting of the Second Slab
- (e) Rs. 11612/- at the time of casting of the Third Slab
- (f) Rs. 11612/- at the time of casting of the Fourth Slab
- (g) Rs. 11612/- at the time of casting of the Fifth Slab
- (h) Rs. 11612/- at the time of casting of the Sixth Slab
- (i) Rs. 11612/- at the time of casting of the Seventh Slab
- (j) Rs. 11612/- at the time of casting of the Eighth Slab
- (k) Rs. 11612/- at the time of casting of the Ninth Slab
- (l) Rs. 11612/- at the time of casting of the Tenth Slab
- (m) Rs. 11612/- at the time of casting of the Eleventh Slab
- (n) Rs. 11612/- at the time of casting of the Twelfth Slab
- (o) Rs. 11612/- at the time of casting of the Thirteenth Slab
- (p) Rs. 11612/- at the time of casting of the fourteenth Slab
- (q) Rs. 11612/- at the time of casting of the Fifteenth Slab
- (r) Rs. 11612/- at the time of casting of the Sixteenth Slab
- (s) Rs. 11608/- at the time of casting of the Seventeenth Slab
- (t) Rs. 32900/- against conveyance in respect of the said property more particularly described in the Second Schedule hereunder written being executed in favour of any Co-operative Society, Limited Company, or Condominium of Apartments as the case may be and upon possession being offered by the Developers to the Purchaser/s as hereinafter appearing.

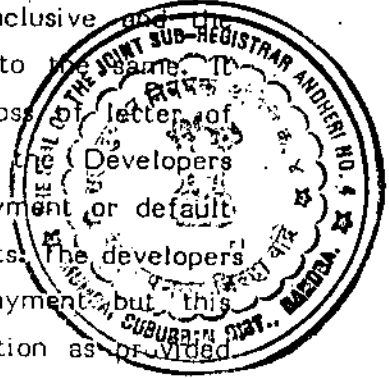
*Chander Anand*



*Chander Anand*

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2. The Purchaser shall pay the aforesaid amounts as aforesaid on the respective due dates, without fail and without any delay or default as time in respect of each such payment is of the essence of the contract and any delay in payment shall automatically make this Agreement null and void and/or terminated and/or put an end to and the amount of earnest money and all other amounts paid by the Purchaser to the Developers and the Purchaser shall have no right title or interest or demand or dispute of any nature whatsoever against the said Building or against the said premises or against the said property and the Developers shall be entitled to sell and/or dispose of the said premises to any other person or persons as they may desire. The Developers shall give seven days notice under Certificate of posting at the address given by the Purchaser and stated in the Agreement informing him/her/them that the items of construction as stated herein-above is completed and calling upon the Purchaser to make the payment of the instalment and the Purchaser shall within seven days of the date of transmission of the said notice make payment of the instalment due to the Developers at their office without any delay or default. The decision of the Developers as to the completion of the items of construction will be final and binding conclusive and the Purchaser shall not be entitled to object to the same. It is expressly agreed that non-delivery or loss of letter of intimation demanding the instalments by the Developers will not be treated as a ground for non-payment or default by the Purchaser in payment of the instalments. The developers may at their discretion give time for payment but this shall not prejudice. The automatic termination as provided hereinabove at the end of such periods which may be given for payment.



3. The Developers have handed over to the Purchaser before execution of this Agreement the Certificate of title by Ms/. Mahimtura & Co., Advocates and Solicitors and the Purchasers has accepted the same and the Purchaser agrees not to raise any objection or dispute as to the Developers's

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*Chad Asua*

and/or to the said Oshiwara Land Development Co. Pvt. Ltd.'s title to the said property.

4. The Developers will sell all the premises intended to be constructed by them on the said property more particularly described in the Second Schedule hereunder written with a view ultimately that the Purchasers of such premises and the members of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) (Unit No. 184/185) shall from themselves into a registered Co-operative Housing Society or Societies in the name of OXFORD TOWER SHREE SWAMI PRASANNA CO-OPERATIVE HOUSING SOCIETY LTD (Unit No. 184/185) under the Maharashtra Co-operative Society Act, 1960 and upon various purchasers of the premises in such building or buildings paying in full the respective dues payable by them and complying with the terms and conditions of their respective agreements with the Developers shall cause the said Oshiwara Land Development Co. Pvt. Ltd. and the said Promoter and/or the said Co-Promoter to convey their right, title and interest in the said property more particularly described in the Second Schedule hereunder written in favour of the said society.

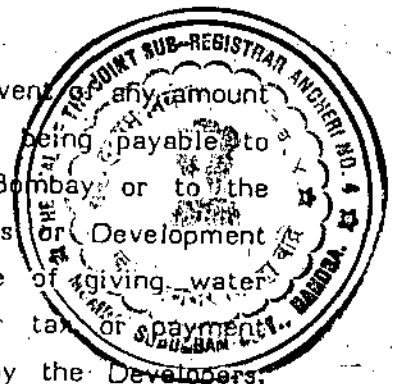
5. It is agreed that the possession of the said premises shall be handed over by the Developers to the Purchaser on the same being ready for use and occupation by 31st Dec. 1989 provided that the Developers have received by then the full purchase price of the said premises and that the building materials, labour and other items required for the construction are available and no act of God and/or strike, civil commotion or war has disturbed the Schedule of construction of the Developers. Provided and always the possession of the said premises shall be handed over by the Developers to the Purchasers simultaneously upon the conveyance in respect of the said property being executed in favour of any Co-operative Society, or Limited Company as the case may be and not otherwise.



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6. If for any reason other than those mentioned in clause 5 the Developers are unable or have failed to give possession of the said premises to the Purchaser within the date specified hereinabove, or within any further date or dates agreed to by and between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Developers terminating this Agreement in which event the Developers shall within 2 weeks from the receipt of such notice refund to the Purchaser the aforesaid amounts and the further amounts if any, that may have been received by the Developers from the Purchaser as instalments and part payments in respect of the said premises. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developers shall be at liberty to sell and dispose of the said premises to any other person upon such terms and conditions as the Developers may deem fit.
7. Upon the Purchaser taking possession of the said premises he/she/they shall have no claim against the Developers as regards the quality of the building material used in the construction of the said premises or the nature of the construction of the said premises or delay in giving possession or otherwise howsoever.
8. The Purchaser hereby agrees that in the event any amount by way of premium or security deposit being payable to the Municipal Corporation of Greater Bombay or to the State Government or betterment charges or Development tax or security deposit for the purpose of giving water and electricity connection or any other tax or payment of a similar nature becoming payable by the Developers, the same shall be paid by the Purchaser to the Developers in proportion to the area of the said premises and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser.
9. Upon the possession of the said premises being delivered to the Purchaser he/she/they shall be entitled to use and



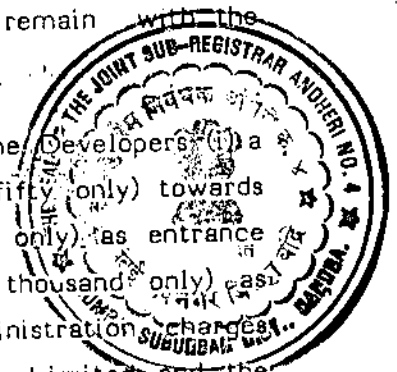
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occupy the said premises and shall have no claim against the Developers in respect of any item of work in the said premises which may be alleged not to have been carried out or completed by the Developers.

10. The Purchaser agrees and binds himself/herself/themselves to pay regularly every month by the 5th day of each month to the Developers a Co-operative Housing Society or a Limited Company as aforesaid as the case may be the proportionate share that may be decided by the Developers or such Co-operative Housing Society or Limited Company as the case may be for (a) insurance premium; (b) all Municipal and other taxes and outgoings that may from time to time be levied against the said land and or Building and water charges or water taxes; (c) all outgoings for the maintenance and management of the Building, common lights and other outgoings incurred in connection with the said property; (d) Security and managerial charges; (e) maintenance of common amenities and services including bus service. The Purchaser shall keep deposited with the Developers before taking possession of the said premises a sum of Rs. 24,500/- (Rupees Twenty four thousand five hundred only) as deposit towards the aforesaid payments and/or expenses. The said sum shall not carry interest and will remain with the Developers.

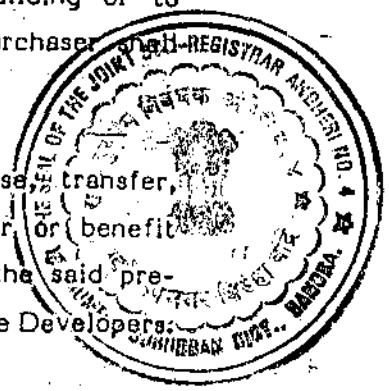
11. The Purchaser shall on demand pay to the Developers (i) a sum of Rs. 250/- (Rupees Two hundred fifty only) towards the share money (ii) Re.1/- (Rupee One only) as entrance fee and (iii) Rs. 2,000/- (Rupees Two thousand only) as legal, formation maintenance and administration charges of the said Co-operative Housing Society Limited and the said sums and/or amounts will be paid by the Developers to the said promoters and/or Co-Promoter of the said Oxford Tower Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) (Unit Nos. 184/185) as agreed under the said Agreement made between the said Promoter of the One Part and the Developers of the Other Part.



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12. The Purchaser shall not use the said premises for any purpose other than for which it is allotted and not to use the said premises for any purpose which may or is likely to cause nuisance or annoyance to the neighbouring occupiers in the said building or buildings or the owner or occupier of the neighbouring properties or for any illegal or immoral purpose.
13. The fixtures, fittings and amenities to be provided in the said premises and the materials to be used in the said construction and the specification of the further constructions are those as set out in the Second Schedule hereunder written and the purchaser has satisfied himself/herself/themselves about the design of the said proposed building.
- 14.- The Purchaser shall from the date of his/her/their taking possession of the said premises maintain the same at his/her/their own cost in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises or the staircase and common passage which may be against the Rules and By-laws of the Municipal Corporation of Greater Bombay or any other authority and nor shall the Purchaser change, alter or make addition to or to the said building or to the said premises or any part thereof. The Purchaser shall be responsible for any breach of this provisions.
15. The Purchaser shall not let, sublet, sell, lease, transfer, assign or part with his/her/their interest under or benefit of this Agreement or part with possession of the said premises without the prior permission in writing of the Developers.
16. Prior to the execution of these presents the Purchaser has read and understood the contents of the said order dated 12th November, 1979 passed by the Government of Maharashtra and the Purchaser has represented to the Developers that he/she/they is/are the persons entitled to and/or eligible to be allotted the said premises under the said order.



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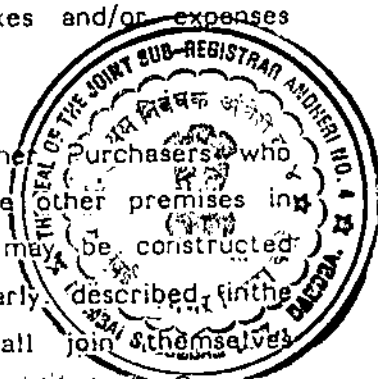
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17. The Purchaser and the persons to whom the said premises is permitted to be transferred, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the developers and/or the Co-operative Housing Society as the case may require for safeguarding the interest of the Developers and/or the Purchaser and other Purchasers in the said property more particularly described in the Second Schedule hereunder written.

18. The Purchaser and the person to whom the said premises is permitted to be transferred shall observe and perform all the provisions of the Bye Laws and/or the rules and regulations of the said OXFORD TOWER Shree Swami Samarth Prasanna Co-operative Housing Society Limited (Proposed) (Unit Nos. 184/185) and the addition, alterations or amendments thereof for the observance and carrying out of the building rules and regulations and the Bye Laws for the time being of the Municipal Corporation of Greater Bombay and other Local and/or Public Bodies. The Purchaser and the person to whom the said premises is transferred shall observe and perform all the stipulations and conditions laid down by the Co-operative Housing Society regarding the occupation and use of the said premises and the said land and shall pay and contribute regularly and punctually towards the ground rent, cesses, taxes and/or expenses and all other outgoings.

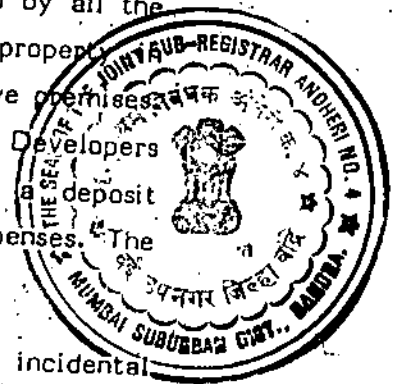
19. The Purchaser herein along with other Purchasers who may take or who may have taken the other premises in the said building or buildings which may be constructed on the said property more particularly described in the First Schedule hereunder written shall join themselves in the said OXFORD TOWER Shree Swami Samarth Prasanna Co-operative Housing Society Limited (Proposed) (Unit Nos. 184/185) or such other society, the said Promoter and/or the said Co-Promoter may from time to time form, incorporate or register and the rights of the Purchasers of the said Co-operative Society and the Rules and Regulations framed by them thereunder and also the agreement or agreements thereof.



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20. On receipt by the Developers of the full payment of the amount due and payable to them by the Purchasers of all other premises the Developers shall cause the said Promoter and/or the said Co-Promoter and/or Oshiwara Land Development Co. Pvt. Ltd. to form and register or incorporate a Co-operative Society subject to the right of the Developers under these presents and the conveyance to be executed in pursuance thereof when the Co-operative Society is registered or incorporated or formed as the case may be and all the amounts due and payable to the Developers are paid in full as aforesaid the Developers shall cause to be executed such conveyance in favour of such Co-operative Society and Developers shall also hand over or caused to be handed over possession in respect of the said premises to the Purchaser/s in respect of the said premises along with the conveyance.
21. The advocates and Solicitors of the Developers shall prepare the conveyance and all other documents to be executed in pursuance of these presents as also the Bye Laws in connection with the Co-operative Society and all the costs charges and expenses including stamp duty applicable at that time registration charges and other expenses in connection with the preparation and execution of the conveyance and all other documents shall be borne and paid by all the Purchasers of the said premises in the said proportion to the respective areas of the respective premises. The Purchaser shall keep deposited with the Developers before taking possession of the said premises a deposit in respect of the aforesaid payments and/or expenses. The said sum shall not carry any interest.
22. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone; AS MAY BE APPLICABLE FROM TIME TO TIME. The Purchaser will lodge this Agreement for Registration and the Developers will attend in Sub Registry and admit



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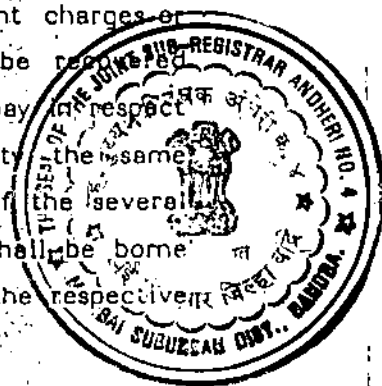
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execution thereof after the purchaser informs them the Number under U.P.C. which it is lodged by the Purchaser.

23. The Purchaser shall pay to the Developer at the time of possession a sum of Rs.251/- (Rupees Two Hundred and fifty one only) by way of legal charges.

24. The Purchaser agrees to pay to the Developers within 7 days of the demand a proportionate share of expenses incurred by them in respect of services provided to them. Such prorata reimbursement shall include amounts payable in respect of cable charges, BSES deposits, security deposits paid for water, electricity, cost of common sewer lines, water mains, fire cess, BMS charges, assessment taxes, providing bus services etc. The Developers may at their sole discretion provide other common services for the entire building or group of buildings in the interest of the entire scheme. The Developers may arrange the provision of such common services either independently or in association with other persons or Developers in the area. The Purchaser agrees to reimburse the amount paid by the Developers in respect of provision of such common services and utilities.

25. If at any time development and/or betterment charges or other levy is charged, levied or sought to be levied by the Municipal Corporation of Greater Bombay in respect of the said building and/or the said property, the same shall be responsibility of all the Purchasers of the several premises in the said building and the same shall be borne and paid by the Purchasers in proportion to the respective areas of their respective premises.

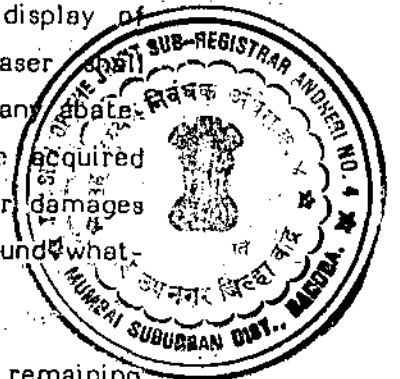


26. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser the Developers posted under Certificates of Posting at Mr. CHANDRU ASHANI  
Anadhna Building, Plot No. 93, Flat No 1  
Wadala North Rd., 14-A,  
Bombay 31

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27. Nothing contained in these present shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever in to or over the said premises or any part thereof such conferment to take place only upon the execution of the conveyance to a Co-operative Society to be formed of the Purchasers of different premises in the said building as hereinabove stated and upon possession of the said premises being simultaneously handed over or offered by the Developers to the Purchaser/s.
28. The Purchaser shall have no claim save and except in respect of the particular premises hereby agreed to be acquired i.e. all open spaces, garages, car parking places, open or enclosed, lobbies, staircases, terraces etc. will remain the property of the Developers until the whole of the said land and the premises are transferred to the proposed Co-operative Society as herein provided but subject to the rights of the Developers and their Purchasers and assigns.
29. The Developers shall always have a right to make addition, alterations, raise storeys or put up additional structures as may be permitted by the Municipal Corporation and other competent Authorities such additional structures and storeys will be the sold property of the Developers alone who will be entitled to sell the same and Developers who will be entitled to use and sell the terrace including the parapet wall for any purpose including the display of advertisements and signboards and the Purchaser not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him/her/them and/or claim any compensation or damages on the ground of inconvenience or any other grounds whatsoever from the Developers.
30. The Developers shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement shall have a first lien and charge on the said premises agreed to be purchased by the Purchaser.
31. The Purchaser hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become

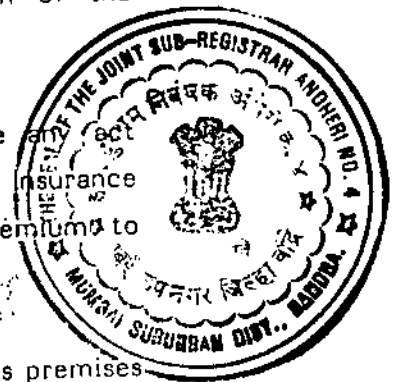


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due and payable, time in this respect being the essence of the contract.

32. The Purchaser hereby covenants to keep the said premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto, belonging thereto in good and tenable repair and condition and in particular so as to support shelter and protect the parts of the building other than his/her/their premises. The Purchaser further covenants not to chisel or in any other manner damages the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Developers and their Architects. The breach of this condition shall cause this Agreement to ipso facto come to an end the earnest and all other amounts paid by the Purchaser under this Agreement to the Developers shall stand forfeited and the Developers shall be entitled to deduct from the balance payment made by the Purchaser of such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate they shall be entitled to recover further amounts from the Purchaser or to compensate for the damages so caused and the Purchaser hereby consents to the same. The decision of the Developers in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Developers in this regard.
33. The Purchaser shall not do or cause to be done or thing which may render void or voidable any insurance of the said building or cause any increased premiums to be payable in respect thereof.
34. The Purchaser shall not decorate the exterior of his premises otherwise than in a manner agreed to with the Developers under this Agreement.
35. The Building shall always be known as "OXFORD TOWER" and the name of the Co-operative Society to be formed shall bear the name of Shree Swami Samartha Prasanna



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Co-operative Housing Society Limited (Proposed) (Unit Nos. 184/185) and/or OXFORD TOWER Co-operative Housing Society Limited and this name shall not be changed without the written permission of the Developers, however, the same shall be subject to the approval by the Registrar of Co-operative Societies.

36. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser shall not be construed as a waiver on the part of the Developers 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 rights of the Developers.

37. Provided always that if any dispute, difference or question at any time hereafter shall arise between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the rights, liabilities or duties of the said parties hereunder the same shall be referred to arbitration of two persons, one to be appointed by each party. The arbitrators shall appoint an umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.

38. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Rules, 1964 and any other provisions of law applicable thereto.

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District and Sub-District of Bombay City and Bombay Suburban together with the benefit of sanctioned building plans for Building K-1 with benefit of F.S.I. of 48800 sq.ft. (built up area) being the as original buildings F-11/12 bearing Survey No.41 (Part) and having ground area of 4085.278 sq.mts. or thereabouts.



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*Chads Agna*

SIGNED SEALED AND DELIVERED  
by the within named 'DEVELOPERS':  
M/s. CARRY CONSTRUCTION CO.  
in the presence of .....

For CARRY CONSTRUCTION CO.

SIGNED SEALED AND DELIVERED  
by the within named 'PURCHASER'  
Mr./Mrs./Miss/Messrs. M. C. HANDRU  
ASMANI  
in the presence of .....

*Chandu Asmani*



I/WE SAY RECEIVED THE SUM OF RS. 135548/- (RUPEES  
One lac thirty three thousand five hundred ONLY)  
19853, 109854, 109855  
BY CHEQUE NO. \_\_\_\_\_ DATED 10-9-88 DRAWN  
ON BANK of Baroda BRANCH Bombay  
Samachar Marg

FOR CARRY CONSTRUCTION COMPANY



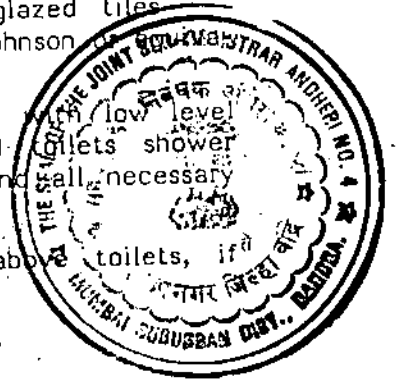
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The Second Schedule Above Referred to

LIST OF AMENITIES

Following are the Luxury Amenities :

1. STRUCTURE : The Building shall be R.C.C. framed structure with necessary R.C.C. columns and beams.
2. WALLS : All external and internal walls shall be either of solid block or brick work having cement plaster on both the sides and neeru finish internally.
3. FLOORING : All rooms, balconies, passages and kitchen shall be paved with mosaic tiles and shall have matching mosaic tile skirting.
4. DOORS : (a) All frames for doors shall be of first class teak wood.  
(b) Entrance door shall be of teak wood paneled type both sides polished with one Godrej night latch, magic eye, safety chain and necessary aluminium fittings and fixtures, call bell.  
(c) All toilet doors shall be of teak wood panelled type with necessary aluminium fittings and fixtures.
5. WINDOWS : All windows will be of aluminium/wooden with fittings and fixtures.
6. KITCHEN : Cooking platform with marble on top with one partition with glazed tiles, sink and 1'-6" high dado white glazed tiles 6"x6" size.
7. TOILET : (a) There shall be 6"x6" white glazed tiles full height dado and flooring, Johnson lent.  
(b) There shall be white commode with low level flush tank, wash basin in all toilets shower with brass chromium fittings and all necessary concealed pipe fittings.  
(c) There shall be R.C.C. loft above toilets, if approved.
8. WATER SUPPLY :  
(a) To ensure continuous water supply, there shall be overhead and underground water storage tanks of the required capacity with electric automatic pumps.  
(b) There shall be one down take in catch kitchen wash basin, W.C. and bath.



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9. PAINTING : All internal walls shall be finished with oil bound distemper and external walls shall be finished with water proof cement paint.
10. ELECTRIC WORK :
- (a) All wiring shall be of concealed type and of copper.
- (b) A separate lighting and domestic meters for each block with necessary terrace and staircase light.
- (c) Electric points as follows :
- Living : 2 light pts. 1 fan pt. 1 plug, 1 bell, 1 domestic.
- Bedrooms : 1 light pt, 1 fan pt, 1 plug pt.
- Kitchen : 1 light pt, 1 plug pt, 1 domestic pt.
- Bath : 1 light pt, 1 plug pt, 1 domestic pt.
- Balcony : 1 light pt.
- Passage : 1 light pt.
- (d) Electric fittings and fixtures as follows :
- Geysers in toilets, one or two.
11. ENTRANCE : Hall/Lobby shall be provided with Makhrana Marble/ or with alternative.
12. LAND SCAPING : Will be done within the compound walls with decorative lights/gardens/fancy compound walls/and or at the at the option of Developers.
13. NAME PLATES : Adequate exclusively name plates will be provided in the entrance hall.
14. GENERAL : Compound wall with necessary gates and the compound shall be paved and treated with necessary lawns, trees and bushes and flower beds.



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MAHIMTURA & CO. (Regd.)

Advocates & Solicitors  
66, Tamarind Lane, Fort, Bombay 400 023.

C. S. MAHIMTURA  
P. K. SHROFF  
S. C. MAHIMTURA

Tel. (Off.) 272508  
273176  
Res. CSM. 8124629  
PKS. 577829

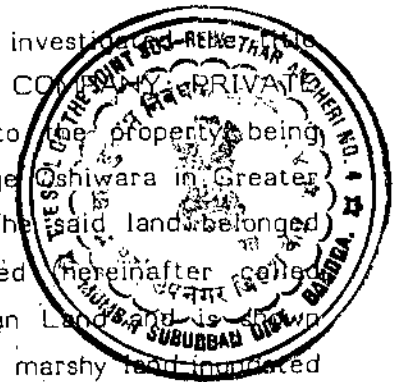
Ref. No.

Re : In the matter of piece or parcel of land or ground situate at Village Oshiwara Taluka Andheri in the registration District and Sub District of Bombay City and Bombay Suburban forming part of larger property bearing Survey No. 41 (Part) admeasuring about 4085.278 sq. mtrs. or thereabouts (undivided land) with proposed Building K-1 thereon. ANIL KUMAR AGARWAL ..... Present Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) (Unit No. 184 and 185)

A N D

M/s. CARRY CONSTRUCTION Co.  
Developers.

THIS IS TO CERTIFY that we have investigated the title of M/s. OSHIWARA LAND DEVELOPMENT COMPANY PRIVATE LIMITED, (hereinafter called the 'OWNER') to the property being land bearing No. Survey No. 41 (Part) of Village Oshiwara in Greater Bombay hereinafter called the "said land". The said land belonged to M/s. Byramjee Jeejeebhoy Private Limited (hereinafter called the "Former Owner"). The said land is Khajan Land as such in the Record of Rights. Khajan Land is marshy land inundated by sea water during high tides and is not capable of cultivation.



By an Agreement for Sale dated 25th January, 1984, Byramjee Jeejeebhoy Private Limited the former owner agreed to sell the said land then admeasuring 723 Acres approxiamtely to M/s. New Swastik Land Development Corporation, a registered Partnership Firm. The said Agreement for Sale provided that the sale was subject to the application if any of :-

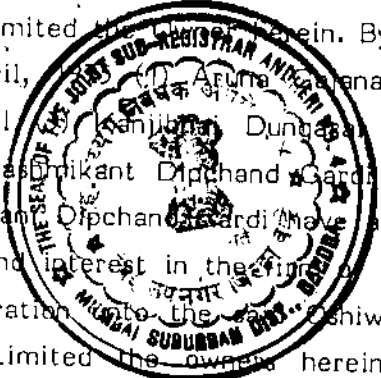
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- (1) Bombay Tenancy and Agricultural Lands Act, 1947;
- (2) Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1963 to the said land.

The said land has been in ownership of the former owner since 24th June, 1951. The Bombay Tenancy and Agricultural Lands Act is not applicable to Village Oshiwara in Greater Bombay. In our view as the said land is Khajan land and therefore not capable of cultivation. The Maharashtra Agricultural (Ceiling on Holdings) Act, 1963 has no application to the said land.

The Partnership Firm of M/s. New Swastik Land Development Corporation at all material terms consisted of eleven partners (1) Govind Appaji Bhatte (2) Ganpati Govind Bhatte (3) Dattatraya Appaji Bhatte (4) Suresh Bhalachandra Goraksha (5) Aruna Gajanan Bhatte (6) Chhotalal Purshottamdas Patel (7) Chandrakant Vadilal Patel (8) Kanjibhai Dungalrai Patel (9) Rashmikant Dipchand Gardi (10) Hasmukh Dipchand Gardi and (11) Rukmani Dipchand Gardi. By the four Deeds of Assignments all dated 1st April, 1975 the said (1) Govind Appaji Bhatte (2) Ganpati Govind Bhatte (3) Dattatraya Appaji Bhatte and (4) Suresh Bhalachandra Goraksha have separately assigned their share, right, title and interest in the partnership firm of M/s. New Swastik Land Development Corporation in favour of Oshiwara Land Development Company Private Limited herein. By a Deed of Assignment also dated 4th April, 1975 Aruna Gajanan Bhatte (2) Chhotalal Purshottamdas Patel (3) Kanjibhai Dungalrai Patel (4) Chandrakant Vadilal Patel (5) Rashmikant Dipchand Gardi (6) Hasmukh Dipchand Gardi and (7) Rukmani Dipchand Gardi have assigned their respective share, right, title and interest in the firm of M/s. New Swastik Land Development Corporation to the Oshiwara Land Development Company Private Limited herein. All the said Deeds of Assignments include the benefit to purchase Survey No. 41 from the former owners as per the said Agreement for Sale dated 25th January, 1964. In view thereof Oshiwara Land Development Company Private Limited (the owners) were entitled to obtain conveyance in respect of the above lands in its favour or to require the former owners to execute the conveyance in respect thereof in favour of its nominee or nominees. The area of the said land then available to the said Company for development was about 495 acres.



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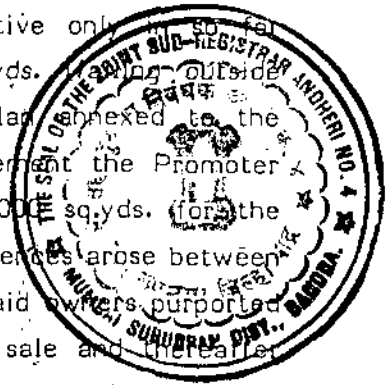
*Chander Agnew*

By a Consent Decrees dated 15th October, 1969 in Suit No. 660 of 1968 (Byramjee Jeejeebhoy Private Limited, Vs. Govind Appaji Bhatte) was interalia ordered that the Defendants that is the partners of M/s. New Swastik Land Development Corporation specifically perform the said Agreement for Sale dated 25th January, 1964 as modified by the Agreement as set out in the Plaint in respect of the land admeasuring 637 Acres of such land comprised in Survey No.41 of Village Oshiwara described in the Schedule to the Decree and which has remained to be conveyed on payment to the Plaintiffs in the said suit of a sum of Rs.27,00,000/-.

By an Agreement for Sale dated 5th December, 1975 and made between M/s. Oshiwara Land Development Company Private Limited the owners herein of the One Part and Vinod Parshuram Mahajan acting as Chief Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) of the Other Part the said owners agreed to sell to the said Promoter of the said Society out of the said larger piece of land admeasuring 17,00,000 sq.yds. equal to 14,21,370 sq.mts. or thereabouts. Thereafter by an Agreement of modification dated 8th February, 1979 made between the said owners and the said promoters it was interalia agreed that in modification of the terms of the said Agreement dated 5th December, 1975 the same should remain in force and be operative only as is related to land admeasuring 7,00,000 sq.yds.

(the non-development zone) and shown on the plan annexed to the said Deed of Modification and by the said Agreement the Promoter agreed to develop out of 7,00,000 sq.yds. 6,00,000 sq.yds. for the said Society. Thereafter certain disputes and differences arose between the said owners and the said promoters and the said owners purported wrongfully to terminate the said Agreement for sale and thereafter

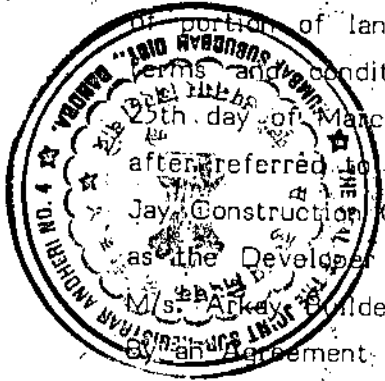
some correspondence ensued between the legal advisers of the parties and ultimately the said Oshiwara Land Development Co. Pvt. Ltd. has paid up the balance of the price payable to the said New Heritage Estates Pvt. Ltd. the Assignees of the former owners. Thus, the present owners of the land are Oshiwara Land development Co. Pvt. Ltd. By an Agreement dated 21st September, 1980 the said Vinod Parshuram Mahajan, Chief Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) resigned as the Promoter in respect of Unit Nos. 151 to 250 and appointed in his place and stead Shri Kanubhai Ashabhai Patel (hereinafter



*Chandra Ag...*

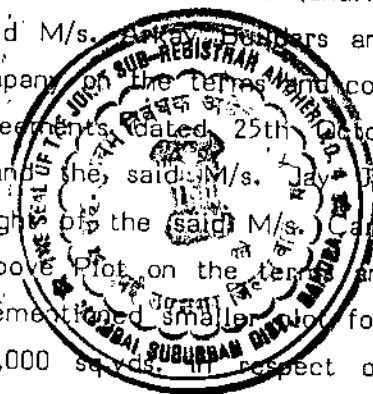
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referred to as "the said Patel) as the Promoter of the said Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) Unit No. 181 to 250 in respect of certain portion of land on the terms and conditions therein contained. The said Patel appointed M/s. Arkay Builders as the Developers of the said portion as Developers on the terms and conditions therein contained. The said Patel by an Agreement dated 25th March, 1982 resigned as the Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Unit No. 181 to 192) and appointed Pravinchandra P. Odhwani as the Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) Unit No. 181 to 192 in respect



of portion of land which interalia included the above plot on the terms and conditions therein contained. By an Agreement dated 25th day of March, 1982 the said Pravinchandra P. Odhwani (herein after referred to as "the said Odhwani") agreed to appoint M/s. Jay Jay Construction Company, a proprietary firm of Mahesh L. Dholakia as the Developer of the said portion subject to rights of the said M/s. Arkay Builders on the terms and conditions therein contained.

By an Agreement dated 25th October, 1985 the said Odhwani resigned as the Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Limited (Proposed) (Unit No. 184 and 185) and appointed Anil Kumar Agarwal as the Promoter of the said Society in respect of the above Plot on the terms and conditions therein contained. The said Anil Kumar Agarwal appointed M/s. Carry Construction Co., a Proprietary Firm of Mrs. MANJU N. GUPTA as the Developers in respect of the above Plot (undivided plot) subject to the rights of the said M/s. Arkay Builders and the said M/s. Jay Jay Construction Company on the terms and conditions therein contained.



By separate Agreements dated 25th October, 1985 the said M/s. Arkay Builders and the said M/s. Jay Jay Construction Company confirmed the right of the said M/s. Carry Construction Company to develop the above Plot on the terms and conditions therein contained. The abovementioned smaller forms part of the said land admeasuring 7,00,000 sq. ft. in respect of which the Government of Maharashtra made the said Order dated 12th November, 1979 under Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976.

In our opinion therefore we find that the title of the said Oshiwara Land Development Company Private Limited, the owners

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*Chander Anu*

of the above property is subject to the aforesaid and subject to and relying upon the correctness of the declaration and subject to contents of the Declaration dated 25th October, 1985 may by (1) PRAVIN-CHANDRA P. ODHWANI and (2), MAHESH L. DHOLAKIA of M/s. JAY JAY CONSTRUCTION COMPANY is marketable and free from encumbrances of any nature whatsoever.

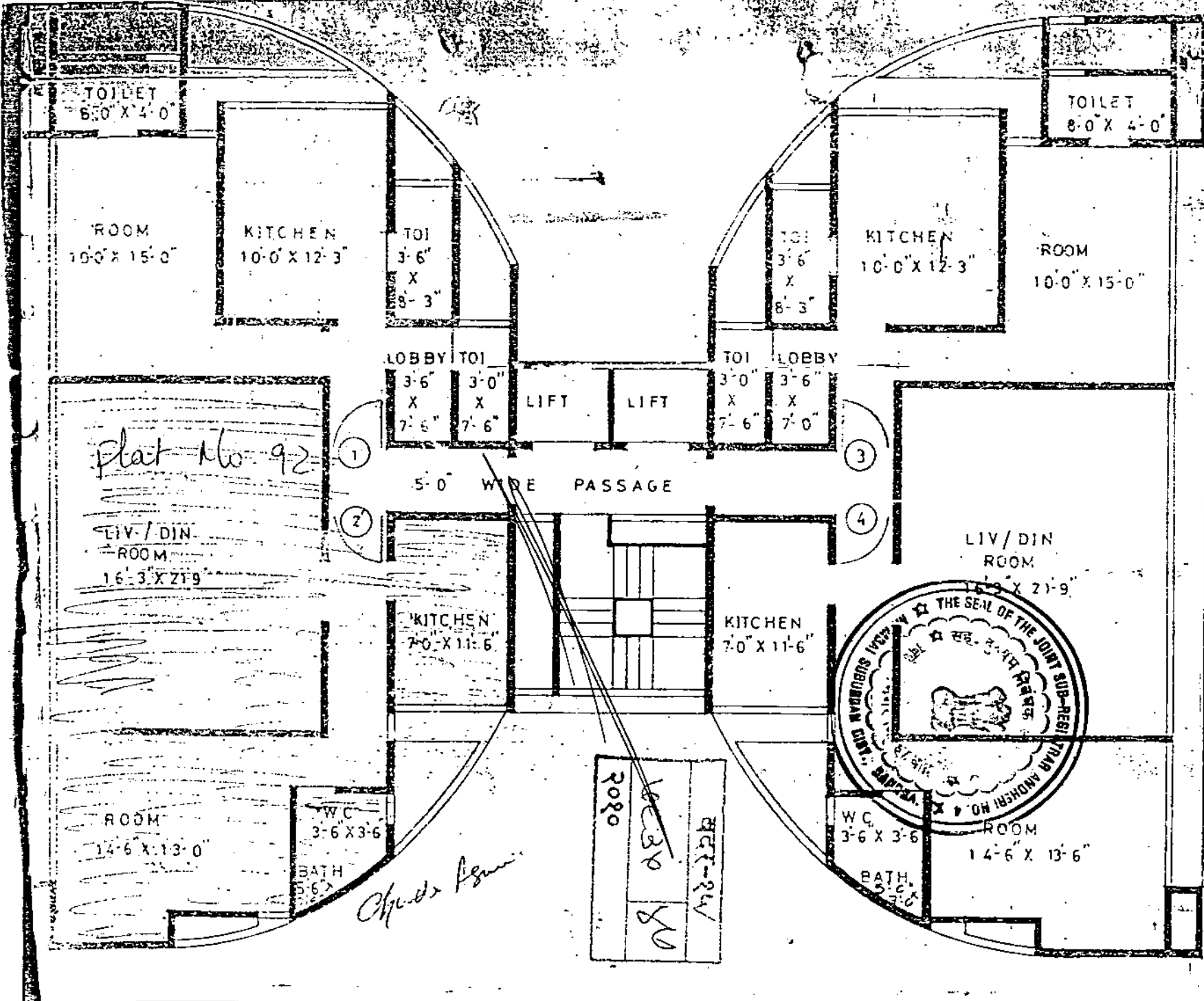
Dated this 18th day of November, 1985.

For M/s. MAHIMTURA & COMPANY

(Parimal K. Shroff)  
Partner  
ADVOCATES & SOLICITORS



बदर-१५	
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A  
 ROSHANLAL AGGARWAL

PROJECT

# oxford tower

AREA 1 & 3 583.62.sft.

2 & 4 941.38.sft.

940 sq ft

TYPE 'K'

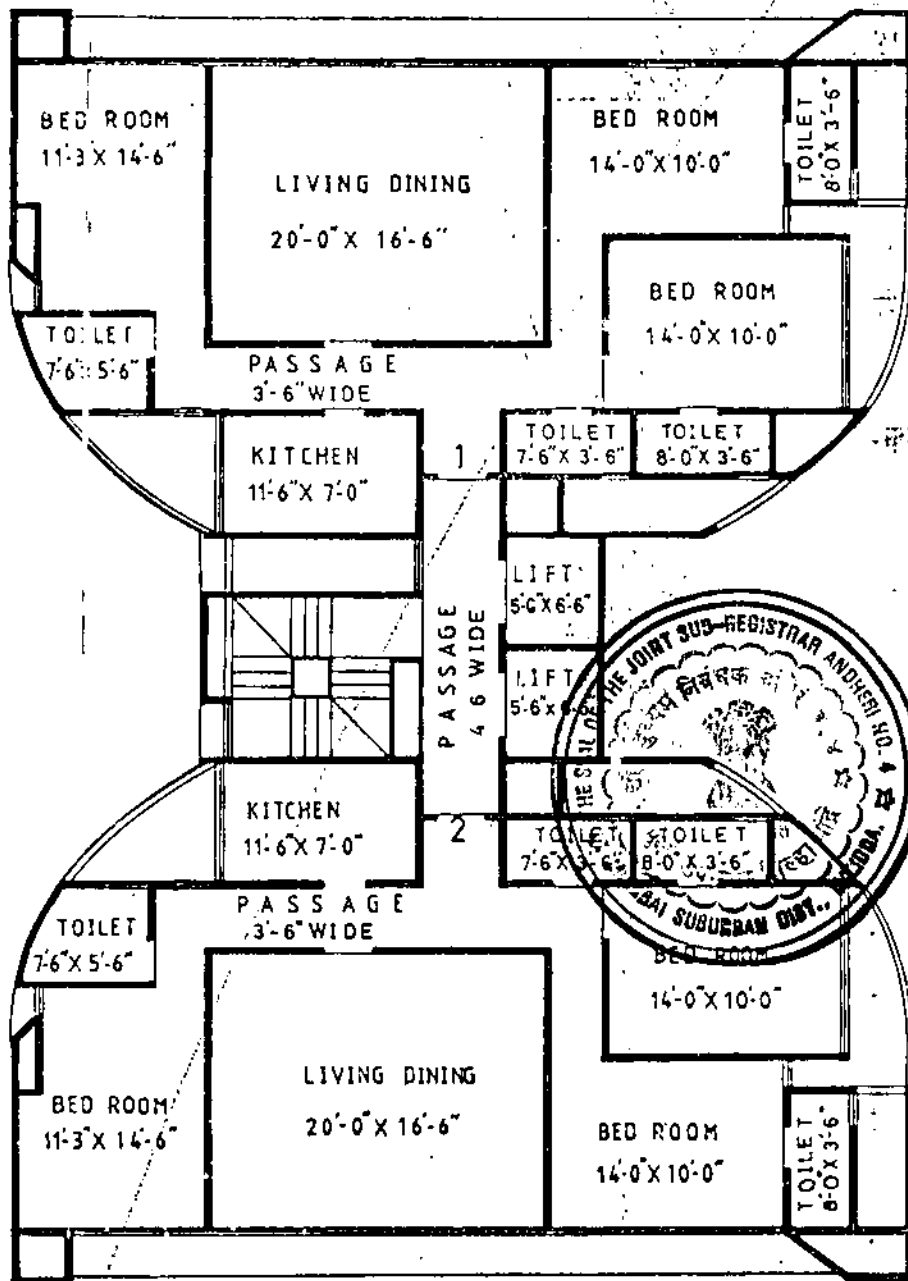
STILT + 16 UPPER FLOORS

A.A. ARCHITECTS  
 ASSOCIATED.

ARCHITECT  
 HAFEEZ CONTRACTOR

# OXFORD TOWER TYPE K-2

A ROSHANLAL AGGARWAL PROJECT



*Chander Aggarwal*

Builders & Developers  
 Carry Construction Co.  
 21 & 21A Ground Floor,  
 Raja Bahadur Mansion,  
 20, Ambalal Doshi Marg,  
 Fort Bombay 400 023.

Saleable area of Flat no.

= 1525. *वर्ग मीटर*

<i>वे 30</i>	<i>84</i>
<i>2020</i>	