

Original agreement of owner
Sushila Bai mother of MORTO

१) शासन परिपत्रक क्रमांक २०००/२४/अ.क्र.२५/म-२, दि. २४/३/२०००.
२) नो.नि.व.मु.नि. मुद्रा बांचे पत्र क्र.का-३/संगणक/मुद्रांक पावती दुसरी/१०३/३९९, दि.४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
Office : COLLECTOR OF STAMP (BORIVALI), MMRDA, BUILDING, 1ST FLOOR,
BANDRA - KURIA COMPLEX, BANDRA (E) MUMBAI - 400 051

C 052911

RECEIPT FOR PAYMENT TO GOVERNMENT 117 NOT TRANSFERABLE 09/03/2009
Receipt No. S. V. LOTLIKAR Receipt Date
Received From 103-(IV) MMRDA Counter No.: 2
On Demand

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
PO	4494	05/03/2009	0	500.00	
Bank Name : MUMBAI DIST. CENTRAL CO-OP. BANK LTD. (MDC) Branch Name : JANA SEVA SAH BANK LTD MALAD(W)MUM-64					

DELIVERED

COB/AY/13910/8

- 6 . NOV 2009

Case No.
Lot No.
S. E. O.

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	500.00	Five Hundred	Only	Total : -



Cashier / Accountant
 Signature / Designation
 Collector of Stamps, Mumbai

१) शासन परिपत्रक क्रमांक. २०००/२४/प्र.क्र.२४/म १ दि. २४/३/००

२) नो म नि.व.मु.नि. पुणे यांचे पत्र क्र. का-३/ संसाक/ मुद्रांक पावती कुख्यात/०६: ३१९ दि. ४/१०/२००६.

Head Office : GENERAL STAMPOFFICE, TOWN HALL, FORT, MUMBAI - 400 001

Office : COLLECTOR OF STAMP (BORIVALI) M.M.R.D.A. BUILDING, 1ST FLOOR,
BANDRA-KURIA COMPLEX, BANDRA (E) MUMBAI - 409 051.

C 052910

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

116

09/03/2009

Receipt No. S. V. LOTLIKAR

Receipt Date

Received From 103-(III)

MMRDA Counter No.: 2

On Account of

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
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PO	4493	05/03/2009	0	2000.00	
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Bank Name : MUMBAI DIST. CENTRAL CO-OP. BANK LTD. (MDC)

Branch Name : JANA SEVA SAH BANK LTD MALAD(W)MUM-64

DELIVERED

COB/AY/13910/8

Case No.

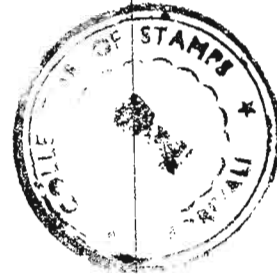
- 6 . NOV 2009

Lot No

Lot Date

Total D.

Sr. No	Description of Stamps Banking	Quantity	Denomination	Amount (In Rs.)
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2000.00

Two Thousand

Only

Total

-

Rs.

Rupees

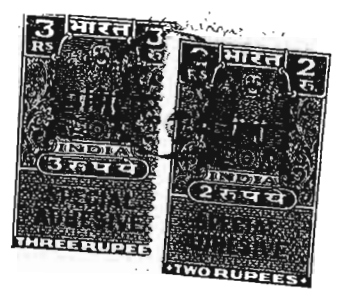
Cashier / Accountant

Signature / Designe

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 10261 No. Adj. Co. B/My/13910/78
 Office of the Collector of Stamps
 Dated 21.1.1979/200

Received from Shri S. V. Lotlikar

resident of
 insufficient Stamp duty of Rs. (2000/-) Two thousand only.
 vide challan No. 113 dated 9.13.1978
 chargeable under article 25(b) of schedule I of Bombay Stamp Act, 1958
 Certified under Section 41 of the Bombay Stamp Act, 1958 that the proper duty of Rs. (2000/-) Two thousand only and penalty Rs. (500/-) Five hundred only under article 25(b) of schedule I have been paid in respect of this Instrument.



This certificate is subject to the provisions of section 53-A of the Bombay Stamp Act, 1958.

M.V - 2000/-
 B Area - 130 sq. ft.

Place Bombay
 Date 21/1/79
HAPPY HOME BUILDERS
 Collector of Stamps
 Seal

AGREEMENT



THIS AGREEMENT made at Bombay this 1st day of May S.V.L. 1978 in the christian year one thousand nine hundred and ~~seventy~~ eighty between MESSRS. HAPPY HOME BUILDERS a partnership firm consisting of present partners (1) A. M. Mistry (2) Kishore Bhaichand Shah (3) Smt. Pravina H. Mistry having their office at-22, Sunderam Apartments, Ramchandra lane Malad (West), Bombay-64. hereinafter called the "The Parties of the First Part" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the present partners of the said firm of M/s. HAPPY HOME BUILDERS or its partners from time to time, their survivors or survivor their or, his heirs, executors, administrators and assigns) of the One part and

Handwritten signatures and initials:
 S.V.L.
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 S.V.L.

SHRI/SMT. Radhabai V. Lotlikar

of Bombay Inhabitant hereinafter called "the party of the Second Part" (which expression shall unless it be repugnant to the context meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the Second Part :

WHEREAS the parties of the first part have entered into an Agreement dated 3rd April 1978 for purchase of the piece or parcel of land admeasuring about 722.41 Sq. mts. with structures thereon situate at Sainath Road, Malad (West) Bombay and more particularly described in the first Schedule hereunder written from Smt. Radhabai Kishandas hereinafter referred to as "the Vendor" on the terms and conditions contained in the said Agreement of Sale dated 3rd April 1978.

AND WHEREAS after the said Agreement of Sale, the parties of the first part have, on being satisfied as to the marketability of the Vendor's title to the said property but pending the carrying out other requirements by the Vendor provided in the said Agreement of Sale, paid balance of price to the said Vendor and have taken possession of the said property in pursuance of the Declaration signed by the Vendor on 20-7-1978.

AND WHEREAS the parties of the first part have been intending to construct one or more building or buildings as they may be allowed on the said Plot of land and have already obtained approval of plans for one building consisting shops, offices, (hereinafter referred to as "the building No. 1") and the garages and/or parking spaces and Flats from the Municipal authority under No. CE|2941|BsII|Ap of 1978

AND WHEREAS the party of the second part, who has offered to buy a flat,shop|office|garage|in the said proposed building No. 1 has taken inspection of the aforesaid Agreement of Sale dated 3rd April 1978, the said Declaration Dt. 20|7|78 as recited above and other documents of title in possession of the parties of the first part, and has satisfied himself|herself to the title of the parties of the first part to the said property.

AND WHEREAS the parties of the first part have supplied to the party of the second part, copies of such of the documents mentioned in the Maharashtra Ownership Flat Act and Rules in force (hereinafter called the said Act and Rules) and as demanded by the party of the second part.

AND WHEREAS the parties of the first part are entering into separate Agreements with several other persons and parties in respect of the sale of the flat and/or garages and/or shops and/or office and/or parking spaces as may be allowed and sanctioned by the Municipal authority in the said plot and/or building No. 1 and/or further building or buildings as may be constructed by them on the said Plot of land.

NOW THIS PRESENTS WITNESS AND IT IS HEREBY AGREED BY and Between the parties hereto as follows :-

1. The party of the second part has prior to the execution of this Agreement satisfied himself|herself about the title of the present owner (Vendor) to the said property agreed to be purchased by the parties of the first part which is subject to the conditions and provisions contained in the said Agreement of Sale dated 3rd April 1978. The parties of the first part have investigated the title of the Vendor who has purchased the said property by a Conveyance dt. 21st April 1961 from its previous owners Bhikaji P. Kashikar and another. The party of the first part states that by an Agreement dated 14th April 1944 and registered under No. 498 of 1944, the then owners of the above Plot as well as other then owners of ten adjoining plots have interalia agreed for right of way Over Sainath Road and to share expenses of maintaining, the said road and to sell the plots to caste Hindus only. The party of the first part says that the said Conveyance in favour of Radhabai is also subject to the terms of the said Agreement dated 14th April 1944. The party of the first part states that the Conveyance of the property herein in favour of the Society to be formed as hereinafter stated shall also be subject to the terms of the said Agreement dated 14th April 1944. The party of the First part have also relied on the Declarations (Statements) in the said Agreements of Sale Dated 3rd April 1978 as well as the said Declaration dated 20|7|78 as stated above of the Vendor, and have accepted the title of the Vendor. The party of the second part shall not be entitled to investigate further the title and no requisition or objection shall be raised by him/her and/or entertained by the parties of the first part on any matter relating thereto. A copy of the certificate on title

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issued by M/s. S. Mahomedbhai & Co; Advocates & Solicitors is hereto annexed and marked Exhibit 'A'.

2. The party of the Second part hereby agrees to acquire ~~flat~~/shop/office/garage. No. 4 admeasuring about 130 Sq. ft. of Built up area on the ground Floor of the said building as shown on the plan and as per specifications seen and approved by him/her for the lump sum price of Rs. 20,000/-

(Rupees Twenty thousand only)

only). The copy of the floor plans of the building and the said flat/shop/office/garage and amenities hereto annexed and marked Exhibit 'B' collectively. Out of the above mentioned price the party of the Second part shall pay Rs. hereinafter referred to as the earnest money on the execution hereof and the balance of the consideration and purchase price shall be paid by the party of the second part to the parties of the first part in the manner following, within seven days of the party of the Second part receiving notice from the party of the first part calling upon him/them to make payments thereof.

- i) Rs. on completion of the plinth.
- ii) Rs. on completion of the first slab.
- iii) Rs. on completion of the third slab.
- iv) Rs. on completion of the fourth slab.
- v) Rs. on completion of the Brick work.
- vi) Rs. 20,000/- being the balance of the considcration and purchase Price on or before possession of the said flat/shop/office/garage.

On failure of any one payments becoming due as stated above or on any breach being committed of the terms and conditions herein by the party of the second part, the parties of the first part shall have the option to terminate this Agreement, in which event, the earnest money paid by the party of the Second part shall stand forfeited and further amount or amounts paid by him/her shall be returned by the parties of the first part without interest and the party of the second part shall have no further claim whatsoever against the parties of the first part or in the Agreement herein and the parties of the first part shall be entitled to resale the said flat/shop/office/garage without prejudice to the other rights and conditions of parties of the first part.

3. The Parties of the first part agree to hand over the possession of the said shop/office/flat/garage to the party of the second part on or before the end of June 20 subject however to availability of Cement, steel or other building materials and subject to any law or act of God, such as earthquake, fire or any other natural calamity, act of enemy, war or any other cause beyond the control of the parties of the first part.

4. Nothing contained in these presents shall be construed to confer upon the party of the second part any right title or interest of

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any kind whatsoever in, to or over the said plot or building or existing structures if any upon the said plot or any part thereof, such conferment to take place, only upon the execution of the Conveyance or sale deed to be obtained from the present owner (Vendor), or to be executed by the parties of the First part, as the case may be, in favour of the Co-operative Society or a Limited Company or an incorporated body to be formed of the Purchasers of different flats|shops|offices|garages in the said Building or Buildings constructed or to be constructed thereon as herein stated by the party of the first part.

5. The party of the Second part shall have no claim (save and except as provided herein and also in respect of the said flat|shop|office|garage hereby agreed to be acquired) on any other portion of the land or building or structures thereon and all open spaces, parking places, terraces passages, staircases etc. will remain the property of the parties of the first part until the whole property is transferred to the proposed co-operative Society or a Limited Company or Incorporated body as hereinafter mentioned and until then the parties of the first part shall also have full right to make additions, alterations, raise storeys or put up additional structures at any time as may be permitted by municipal Corporation and other competent authorities. Such additions, alterations structures and storeys will be the Sole property of the parties of the first part who will be entitled to dispose off the same in any way they choose and the party of the Second part hereby consents to the same, and the party of second part shall not be entitled to raise any objection or to any rebate or reduction in the price of the tenement agreed to be acquired by him/her to any compensation or damages on the ground of inconvenience or any other ground whatsoever.

6. The parties of the first part shall in respect of any amount payable by the party of the second part under the terms and conditions of this Agreement have, a right of lien, and charge, on the said flat|shop|office|garage agreed to be acquired by the party of Second part.

7. From the date of occupation permission or completion Certificate whichever is earlier from B. M. C. of the said flat|shop|office|garage obtained by the party of the First part, the party of the Second part shall be bound to contribute and pay his|her proportionate share every month regularly towards the Municipal Taxes and out goings in respect of the property including water charges, Electricity bills, Land Revenue and costs, charges expenses and outgoings in respect of the matter specified in the Second schedule hereto, Such share shall be determined by the parties of the first part, and shall be paid by the party of the Second part, irrespective of whether possession of the said shop|office|flat|garage is taken or not.

8. The party of the second part hereby agrees that in the event of any amount by way of the 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 and paid by the parties of the first part, the same shall be reimbursed by the party of the second part to the parties of the first part in proportion to the area of flat|shop|office|garage agreed to be purchased by the party of the second part or as decided by the party of the first part and in determining such amount, the decision of the parties of the first part shall be final and binding upon the party of the second part.

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9. The party of the second part shall maintain at his|her own cost, the flat|shop|office|garage agreed to be acquired by him|her in the same good conditions, state and order in which it will be delivered to him|her and shall abide by all bye-laws rules and regulations of the Bombay Municipal Corporation and B. S. E. S. Ltd. or any other authorities and local bodies and shall observe and perform all the terms and conditions contained in this Agreement.

10. The party of the second part hereby agree to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the parties of the first part are not bound to give notice requiring such payment and the want of such notice shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due date.

11. It is a condition of this Agreement that the party of Second part shall jointly with the other flat|shop|office acquirers in the said building under construction and in any other building or buildings as may be constructed by the parties of the first part on the said land, form a Limited Company or a registered Cooperative Society or incorporated body with a constitution approved by the parties of the first part. Upon such company or co-operative Society or incorporated body being formed and registered, the parties of the first part shall assign and transfer to such company or co-operative Society or incorporated body the said land and building or buildings along with all existing structures and upon such assignment and transfer being made, all rights, powers and privileges vested in the parties of the first part under these presents shall stand transferred to and be vested in such company or co-operative Society or incorporated body, who shall assume and take over all the liabilities of the parties of the first part hereunder and there upon the parties of the first part shall be absolved from all such liabilities to the party of the second part and to other acquirers of the flats|shop|offices|garages in the building or structures. The documents of transfer of the said property shall be prepared by the Solicitors of the parties of the first part. All the costs and expenses in connection with the formation of the Limited Company or co-operative Society or incorporated body as well as the costs of preparing, engrossing the assignment or conveyance required to be executed by the parties of the first part, and the Stamp and registration charges thereof as well as the professional costs of the Solicitors of the parties of the first part in preparing or approving such document shall be borne by the respective acquirers of the tenements in the said building or structures and/or by the members of such company or co-operative Society or incorporated body as the case may be, including the party of the second part.

12. The party of the second part hereby agrees and undertakes to be member of the co-operative society or Limited Company or incorporated body to be formed as stated hereinabove and also from time to time to sign and execute the application for registration and other papers and documents necessary for the formation and the Registration of the Society or Limited company or an incorporated body including the bye-laws of the proposed society and duly fill in, sign and return the same within ten (10) days of the same being forwarded by

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the parties of the first part to the party of the second part. No objection shall be taken by the party of the second part, if changes or modifications are made in the Draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authorities. The party of the Second part shall be bound from time to time to sign all papers and documents and to do all other things as the parties of the first part may require him|her to do from time to time for safeguarding the interest of the parties of the first part and of other purchasers of flats|shops|offices|garages in the said Building. Failure to comply with the provision of this clause will render this Agreement to come to an end on account of default of the party of the second part and the earnest money and other monies paid by the party of the second part shall stand forfeited to the party of the first part.

13. The purchasers of garages on the said plot or in buildings if such garages are allowed and sanctioned by the Municipality, at any time before conveyance, shall however be admitted as a nominal member of the co-operative Society, when formed but he/she shall be bound by all rules and regulations and bye-laws of the said society. The party of the second part and/or the other acquirers of shops|offices|flats and the members of the Society (when formed) shall not object to the letting out of shops or offices or garages in the said building or buildings by such shops or garages or office owners on rental basis or on any other lawful basis.

14. The party of the Second part shall not let, sub let, sell, transfer convey, mortgage, charge or in any way encumber or deal with or dispose off his|her interest or benefit under or of this Agreement or any part thereof till all his/her due of whatsoever nature owing to the parties of the first part are fully paid and only if the party of the second part has not been guilty of breach of or non compliance with any of the terms and conditions of the Agreement and until he/she has obtained previous consent in writing of the parties of the first part.

15. The party of the second part shall permit the parties of the first part and their servants and agents with or without workmen at all reasonable time to enter into and upon the flat/shop/office/garage or any part thereof for the purpose of repairing any part of the said building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting, keeping in order and good condition of all services, drains, pipes, cables, water covers, wires, gutters party structures and other convenience belonging to or serving or used for the said building and also for the purpose of laying down, maintaining repairing and testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting off the supply of water to the said unit or any other flat/shop/office/garage or the building in respect whereof the party of the second part or the occupier of any other flat/shop/office/garage as the case may be shall have made default in paying his/her share of the water tax etc.

16. The party of the second part shall not use the flat/shop/office/garage or permit the same to be used for any purpose whatsoever other than residential and/or commercial purpose which is approved by B.M.C. nor for any purpose which may or is likely to cause nuisance or annoyance to occupier of the other flats/shops/offices in the said

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building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purposes. The party of the second part shall not install, run and or work any diamond cutting or grinding in the said flat/shop/office/garage.

17. That the party of the second part shall carry out all internal repairs of his/her said flat/shop/office/garage agreed to be acquired by him/her at his/her cost and maintain it in good condition, state, order and repair after the possession of his/her flat/shop/office/garage is handed over and shall observe all the Rules and Bye-laws of the Bombay Municipal Corporation and shall not do or cause to be done any thing into, upon the said building or the said flat/shop/office/garage which may be against the rules and Bye-laws of Bombay Municipal Corporation or any other local authorities and he/she shall be responsible to Bombay Municipal Corporation or any other local authorities for anything done in connection with the said building and/or the said flat/shop/office/garage and shall be liable for the consequences thereof.

18. The party of the Second part will not at any time demolish or cause to be demolished the said flat/shop/office/garage or any part thereof agreed to be taken by him/her nor will he/she at any time make or cause to be made any addition or alteration of whatsoever nature to the said flat/shop/office/garage or any part thereof. The party of the second part shall not enclose verandah or balconies if any, or make any alteration in the elevation of the said flat/shop/office.

19. The party of the second part shall not do or permit to be done any act or thing which may render void or voidable any Insurance of the building or which may cause any increased premium to be payable in respect thereof.

20. The party of the second part shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from his/her flat/shop/office/garage in the compound or any portion of the said building.

21. After the said building herein and other and further building or buildings as may be allowed and permitted by the Municipality on the whole land, are complete, ready and fit for occupation and after the Society or limited company or an incorporated body is formed and registered and only after all flats/shops/offices/garage in all the said structures and building or buildings plot have been sold and disposed off by the parties of the first part and after the parties of the first part have received all dues payable to them under the terms of the Agreement with various flat/shop/office/garage holders, the parties of the first part shall execute one Conveyance of the said whole property described in the first Schedule hereunder written and the building or buildings or structures thereon in favour of the said society or limited company or incorporated body.

22. In the event of the society or limited company or an incorporated body being formed and registered before the Sale and disposal by the parties of the first part, of all the flats/shops/offices/garages in the said structures, building or buildings, the powers and authority of the society so formed or of the party of the Second part and other purchasers of the flat/shop/offices/garages shall be subject to the

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rights of the parties of first part herein provided and also subject to the overall control of the parties of the first part in respect of any of the matters concerning the said structures, building or buildings, the construction and completion thereof and all the amenities appertaining to the same and in particular the parties of the first part shall have absolute authority and control as regards the unsold flat/shop/offices/garage or the flat/shop/office garage of which the Agreements are cancelled at any stage for some reason or other and the parties of the first part shall have absolute authority regarding the disposal thereof.

23. Any delay or indulgence by the parties of the first part in enforcing the terms of this Agreement or any forbearance or giving of time to the party of the second part, shall not be construed as a waiver on the part of the parties of the first part of any breach or non-compliance of any of the terms and conditions of this Agreement by the party of the second part nor shall the same in any manner prejudice the rights of the parties of the first part.

24. After the possession of the flat/shop/office/garage is handed over to the party of the second part if any addition or alterations in or about relating to the said building are thereafter required to be carried out by the Government, Municipality or any statutory authority the same shall be carried out by the party of the second part in co-operation with the Purchasers of the other flats/shops/offices in the said building at their own costs and the Party of the First part shall not be in any manner liable or responsible for the same.

25. All letters, receipts and/or notices issued by the party of the first part despatched under Certificate of Posting to the address known to them of the party of the second part will be sufficient proof of receipt of the same by the party of the second part and shall completely and effectually discharge the party of the first part. For this purpose the party of the second part has given the following address :-

Smt. Sushibai .r. Lotlikar
 do. r.m. Lotlikar
 & Kamla Nimas, Kothere House,
 Mauladewadi, Malad (W)
 Bombay 400 064

26. If the party of second part neglects, omits or fails for any reason whatsoever to pay to the parties of the first part the amount due and payable by the party of the second part under the terms and conditions of this Agreement within the time herein specified or if the party of the second part shall in any other way fail to perform or observe any of the covenants stipulations on his/her part herein contained or referred to, the parties of the first part shall be entitled to re-enter upon and resume possession of the said flat/shop/office/garage and every thing whatsoever therein and this Agreement shall cease and stand terminated and the amounts already paid by the party of the second part to the parties of the first part shall stand absolutely forfeited to the parties of the first part and party of the second part shall have no claim for refund or repayment of the said earnest money and or the said other amount already paid by the party of the second part or any part thereof and the party of the second part hereby agrees to the forfeiture of all

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his/her right, title and interest in the said flat/shop/office/garage and all amounts already paid and in such event the party of the second part shall also be liable to immediate ejection as trespasser provided also that the right given by this clause to the parties of the first part shall be without prejudice to any other rights remedies and claims whatsoever at law or under this Agreement of the parties of the first part against the party of the second part.

27. The party of the second part shall not be entitled to claim partition of his/her share in the said plot or the structures or the buildings standing therein or the said flat/shop/office/garage and the same shall always remain undivided and impartible.

28. The party of the second part, his servants or Agents shall not be entitled to park the motor car, motor cycle, scooter, cycle and/or other vehicles in the compound of the building except in accordance with the rules framed by the parties of the first part till the conveyance of the said property.

29. The party of the second part shall deposit with the party of the first part on the execution of this Agreement or on demand by the party of the first part a sum of Rs. 251/- towards the membership fee and share money.

30. The party of the second part shall before taking possession of the said flat/shop/office/garage keep and maintain with the party of the first part deposit of sum of Rs. 300/- (without interest) towards his/her share in the outgoings and expenses payable by him/her under this Agreement. The said deposit shall be transferred by the party of the first part after the execution of the conveyance only to the co-operative Society. Limited Company or incorporated body to be formed as the case may be, subject however, to the deduction of the amount, if any, due by the party of the second part to the party of the first part of any deposit kept by the parties of the first part with the Municipal Corporation by way of betterment charges, water charges etc. and the amounts paid by the parties of the first part for such Taxes till then

31. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat rules in force or any other provision of Law applicable hereto.

32. The said building shall always be known as 'Sainath Chambers' and this name shall not be changed without the written permission of the party of the first part.

33. All costs, charges and expenses in connection with the formation of the Co-operative Society or a Limited Company or incorporated body as well as the costs of preparing, engrossing, stamping and registering all the Agreements, Deed of Conveyance or any other document or documents required to be executed by the party of the first part and by Flat/shop/office Purchasers including the stamp duty, registration, charges etc. payable in respect of such documents as well as the entire professional costs of the Solicitors of the Builders of all such documents shall be borne by the Society or a Limited Company or incorporated body or proportionately by all the holders of the flats/shops/

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offices in the said building The party of the second part shall on the execution of this agreement pay to the party of the first part a sum of Rs. 200/- towards the professional costs of the Builders' Solicitors. The party of the first part shall not contribute anything towards the aforesaid expenses.

34. The party of the second part shall immediately after execution of this Agreement lodge the same for Registration with the sub registrar of assurances and shall within ten days after lodging the same intimate to the parties of the first part of him/her having done so.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

All that piece or parcel of land or ground of suttu tenure situate lying and being in the unsurveyed Khoti Village of Malad (outside Gavthan) Taluka Borivali, Extended suburb of Bombay, District Bombay Suburban and Registered Sub-District of Bandra, and bearing C. T. S. No. 609 containing by admeasurement 864 Sq. yds. equal to 722.41 Sq. mts. (Which after deducting 100.4 Sq. Yds. of setback comes to 763.6 Sq. Yds. equal to 638.46 Sq. mts.) or thereabout together with the structures standing thereon bearing Bombay Municipal Corporation property No. P-5820 Street No. 23 Chawl and bounded on or towards EAST by the former property of Sainath Ashram, on or towards the WEST by the property of Kalavati Sirumal on or towards the NORTH by Shri Sainath Nagar Road and on or Towards the SOUTH by other property of Shri B. V. Mantri and others.

THE SECOND SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, redecoration etc. on the main structure and in particular the road, gutters, and rainwater pipes of the said building, water pipes, gas pipes and electric wires in, under or upon the building enjoyed or used by the buyers in common with other occupiers of other flats and the main entrance passages landing and staircases of the said building as enjoyed by buyers or used by him/her in common as aforesaid and the boundary walls of the building, compound, terrace etc.
2. The costs of cleaning and lighting the passages, landings, staircases, Compound, Surrounding open spaces and other parts of the said building as enjoyed or used by the Buyers in common as aforesaid.
3. The cost of decorating the exterior of the building.

- 4. The cost of the salaries of clerks, bill collectors, lift men if any, chowkidars, sweepers, gardner etc.
- 5. The cost of working and maintenance charges of lift and other services if any.
- 6. Municipal and other taxes.
- 7. Insurance of the building.
- 8. Cost of water meters, electric meters and/or any deposit for water or Electricity.
- 9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

For Happy Home Builders

SIGNED, SEALED AND DELIVERED
 by the within named
 M/s. HAPPY HOME BUILDERS
 in the presence of

Shree B. M.

(1)
 (2)
 (3)

[Handwritten signatures]
 Partner

SIGNED SEALED AND DELIVERED
 by the within named
 in the presence of

[Handwritten signature]

Sushilabai V. Lalliker

RECEIVED of and from the within named the party of the second part a sum of Rs. _____ being the amount within mentioned payable by him/her as stated within.

WITNESS.

WE SAY RECEIVED.

Rs. _____

EXHIBIT 'A'

S. Mahomedbhai & Co.,
Advocates & Solicitors
Tel. : 27 25 39

36, Tamarind Lane, Fort,
Bombay _____
No. 221/75

To.

1. **A. M. Mistry,**
2. **Kishore B. Shah,**
3. **Smt. Pravina H. Mistry**
carrying on business in partnership in the name of
M/s. Happy Home Builders.

Sirs/Madam,

Re : Agreement of Sale dt. 3rd April 1978 of Plot of 1:
Plot bearing C.T.S. No. 609 with structures thereon
and admeasuring about 722.41 Sp. mt. situate
Sainath Road, Malad, Bombay.

Radhabai Kishandas _____ Ven
to

Y o u _____ Purchas

With reference to the above Agreement for Sale of the above
property we have to record that we have gone through the title-deeds
and search notes.

The above property is purchased by the Vendor as per Conveyance
dt. 21st April 1961, and subject to the terms and conditions contained
in the Agreement dated 14th day of April 1944, between adjoining
owners in respect of use and maintenance of Road and also to the further
condition that whenever any of the said Plot holders will sell his or her
Plot, the same is to be sold to Caste Hindus only.

The Vendor has also to apply and obtain income tax Certificate
under Sec. 230A and permission under Sec. 27 of the Urban Ceiling
Act as provided in the Sale Agreement.

Subject to above, the Vendor's title to the above property is, in
our opinion, marketable and free from encumbrances.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground of Sutti tenure situate
lying and being in the unsurveyed Khoti Village of Malad (outhern
Gavthan) Taluka Borivli, Extended Suburb of Bombay, District Borivli
Suburban and Registration Sub-District of Bandra, and bearing C.T.S.
No. 609 containing by admeasurement 864 Sq. yds. equal to 722.41
mts. (which after deducting 100.4 Sq. yds. of Set Back come to
763.6 Sq. yds. equal to 638.46 Sq. mts. or thereabout together with
structure standing thereon bearing Bombay Municipal Corporation
property No. P-5820 Street No. 23 Chawl and bounded on or towards
the EAST by the former property of Sainath Ashram, on or towards
the WEST by property of Kalawanti Sirumal on or towards the NORTH
by Shree Sainath Nager Road and on or towards the SOUTH by
property of Shri B. V. Mantri and others.

Bombay, Dated this 1st day of August 1978.

Yours truly,

Sd/-

(S. MAHOMEDBHA I & CO.)

3-7-78
S. V. V. V.

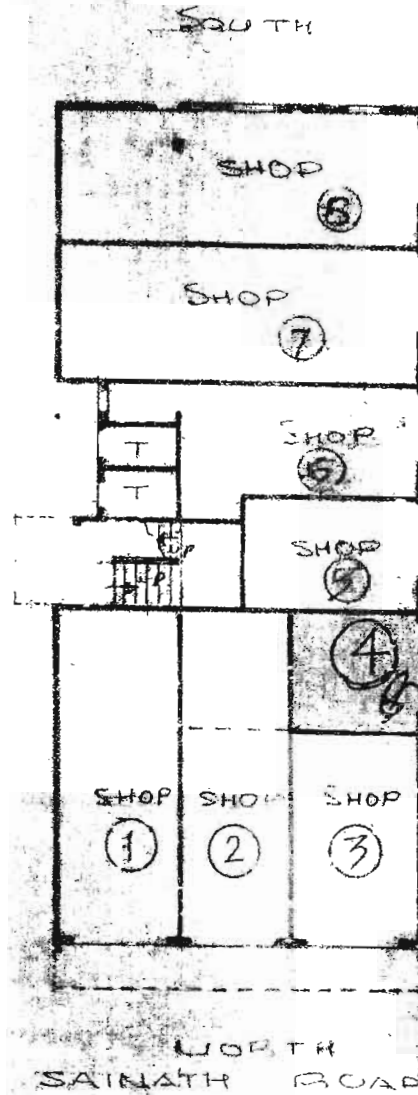
EXHIBIT "B" COLLECTIVELY

- | | | |
|------------------------|---|--|
| 1. ENTRANCE | : | a) Commercial flush door with french polish on outside oil paint on inside peep hole and night latch. |
| 2. OTHER DOORS | : | a) Commercial flush door with oil paint on both sides.
b) Rolling shutters in shops and garages. |
| 3. BATH and W.C. DOORS | : | a) Panelled teak wood doors, partly glazed with oil paint on both sides. |
| 4. FLOORING | : | a) Mosaic cement tiles of neutral colour in all rooms, lobbies & balconies if any with 5 inch Skirting of matching tiles in living room, bed room and kitchen. |
| 5. LOFTS | : | a) R.C.C. loft over each Bath. |
| 6. BATH ROOM | : | a) Flooring of Tandar stone.
b) 3'-6" high dado of glazed tiles.
c) Geyser of 1 to 3 K.W. one in each flat.
d) One shower.
e) One water tap. |
| 7. W. C. | : | a) Flooring and 1'-6" high dado of white glazed tiles.
b) Indian pattern W.C. pan with flushing tank.
c) One water tap. |
| 8. WASH BASIN | : | a) One wash basin with water tap and mirror above in each flat. |
| 9. ELECTRICAL FITTINGS | : | a) Open wiring in flats/shops/offices.
b) Flush type switches.
c) One electric call bell in each flat.
d) One light point in each shop, office, garage, living room, Bed room, Kitchen, Lobby, Bath, W. C. and Balcony.
e) One fan point in each shop, office, Living room and Bed room. |
| 10. KITCHEN | : | a) One raised cooking platform with black cadappa stone top and built in sink with water tap in kitchen of each flat. |

Handwritten signature

S. P. Lohia

EXHIBIT B COLLECTIVELY



Handwritten notes:
By M
X IS. D. L.
1957

GROUND FLOOR PLAN

PLAN OF THE SHOP NO 4
ON GROUND FLOOR AGREED
TO BE ACQUIRED BY THE
PARTY OF THE SECOND PART
SHOWN IN RED COLOUR.

PROPOSED BUILDING
"SAINATH CHAMBERS"
ON C.T.S. NO 609 ON
SAINATH ROAD, MALAD (W).
BOMBAY-64.



MAHIRAJ SHAH &
ASSOCIATES
ARCHITECTS

DATED THIS 1st DAY OF May 1978

M/s. HAPPY HOME BUILDERS

TO

Smt. Sushilaben V. Latkar

Malad (West).

AGREEMENT FOR SALE

OF

~~FLAT / SHOP / OFFICE / GARAGE~~

in the building known as 'Sainath Chambers'
at C. T. S. No. 609, on Sainath Road,
Malad (West), BOMBAY-400 064.

M/s. S. MAHOMEDBHAI & CO.
Advocate & Solicitors.

36, Tamarind Lane, Fort.
BOMBAY-400 001.

Share Certificate No.: 04 Member Register No.: 04 No of Shares.: 10

JAI SAINATH CO-OP. HOUSING SOCIETY LTD.

Regn. No.: BOM / HSG / 6165 / Dated 29/09/1980
(Registered under the Maharashtra Co-operative Societies Act. 1960)
Sainath Road, Malad (West), Mumbai - 400 064.

Share Certificate

(Authorised Share Capital Rs.1,00,000/- Divided into 2000 Shares of Rs. 50/- each.)

This is to certify that MRS. SUSHILABAI V. LOTLIKAR **

ए. वि. लोत्लिकार
Sushil Parikh

Owner of Shop / OFF / Flat / No. 004 is / are the Registered Holder(s) of 10 fully paid up shares of Rs. 50/- each
Shares bearing No. 031 to 040 both inclusive, in JAI SAINATH CO-OP. HOUSING SOCIETY LTD.
Sainath Road, Malad (West), Mumbai - 400 064.

subject to the bye-laws of the said Society.

Given under the Common Seal of the said Society at Mumbai

on this 22 day of Feb 22

For JAI SAINATH CO-OP. HOUSING SOCIETY LTD.

सुशिल वि. लोत्लिकार

ए. वि. लोत्लिकार

Sushil Parikh

Chairman

Hon. Secretary

Treasurer

Note:

- * No transfer of these Shares will be registered unless accompanied by this certificate & Do not Laminatate this Certificate
- * This Certificate has been issued in the cancellatation of old share certificate as per the resolution passed In M.C. Meeting.

