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AGREEMENT FOR SALE

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BETWEEN

M/S. SUNRISE BUILDERS

A N D

MR. HARISH BOHRA.

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ARTICLES OF AGREEMENT made at Bombay this 11<sup>th</sup> day of August in the Christian Year One Thousand Nine Hundred and Ninety ~~One~~ <sup>Two</sup> Between MESSERS. SUNRISE BUILDERS a Proprietary Concern carrying on business at 32/34, Churchgate House, V.N. Road, Fort, Bombay - 400 001 hereinafter called " THE SELLERS " ( which expresion shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assings ) of the First Part AND Shri/Smt. HARISH R. BOHRA having his/her address at 141/143, SAI BHAVAN, PRINCESS STREET, BOMBAY - 400 002. hereinafter referred to as "THE BUYER" (which expression

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shall unless it be repugnant to the context or meaning thereof deemed to mean and include his/her heirs, executors and administrators) of the Other Part :

W H E R E A S :

(i) During his life time one Duming Gasper Rodrigues was absolutely seized and possessed of or otherwise well and sufficiently entitled to the property more particularly described in the First Schedule hereunder written.

(ii) The said Duming Rodrigues died intestate at Bombay leaving behind him surviving as his only heirs and representatives his son Francis daughters Rose . Mary and Joana Mary under the provisions of the Indian Succession Act by which he was governed at the time of his death. Pursuant to an application made by Francis being the eldest in the family his name was entered in the property Register Card and in the Revenue Records.

(iii) The said Francis died intestate at Bombay on 28th March, 1977 leaving behind surviving his only legal heirs and representatives his sons Edward, Reginald, Oscar, Leslie, George, and Charles and a daughter Julie and wife Antelline.

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(iv) The said Rose Mary also died intestate at Bombay on 23rd June, 1985 leaving behind her surviving as her only legal heirs and representatives her daughters Jana, Agnes and her sons Edban and Francis under the provisions of the Indian Succession Act by which she was governed at the time of her death.

(v) In the premises the aforesaid legal heirs and representatives of the said Duming Gasper Rodrigues became absolutely entitled to the said property described in the Schedule hereunder written.

(vi) By a Deed of Conveyance dated 24th February, 1988 made between the said Angeline Francis Rodrigues and 12 others and Vasudha Constructions and lodged with the Sub-Registrar of Assurances at Bandra under No. 782 of 1988 the said Vasudha Constructions became entitled to the said property subject to a Mortgage dated 30th November, 1961. In turn by a Deed of Conveyance dated 3rd February, 1989 made between Vasudha Constructions as the Vendors of the One Part and the Sellers herein as the Purchasers of the Other Part and lodged for Registration with the Sub-Registrar of Assurances at Bombay under Sr.no.544 of 1989 the Sellers herein became entitled to the said property. The said Joana Gonsalves Agnes D'Cruze . Edban Santosh and Francis



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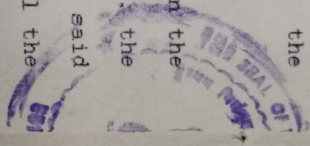
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Santosh by a Deed of Confirmation dated 3rd March, 1989 and lodged with the Sub-Registrar of Assurances at Bombay under No. 1034 of 1989 confirmed the said Deed of Conveyance dated 24th February, 1988.

(vii) By a Deed of Conveyance dated 30th August, 1988 and made between Gokuldas Mathuradas and others ( the said Mortgagees ) carrying on business at Vile Parle, Bombay as Vendors of the One Part and the Sellers herein and Purchasers of the other part and registered with the Sub-Registrar of Assurances at Bombay under Sr.No.2260 of 1988 the said Mortgagee under the said Deed of Mortgage dated 30th November, 1961 reconveyed the said property in favour of the Sellers herein.

(viii) Pursuant to the said conveyance between the said M/s.Vasudha construction and the Sellers herein the Sellers have entered into possession of the said property for construction of the building and to sell the flats/shops/garages pursuant to sanctioned building plans by B.M.C. therein on ownership basis to the prospective Buyers :

(ix) The Sellers have decided to commence the construction of the building on the said property more particularly described in the First Schedule here-



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under written, consisting of flats, garages etc view to sell the same on ownership basis.

(x) The Sellers have got the building plans sanctioned from the Municipal Corporation of Greater Bombay and have obtained commencement certificate.

(xi) The Sellers being the owners alone have the sole and exclusive rights to sell the flats, garages, in the said building to be constructed by the Sellers on the said property and to enter into agreement with the purchasers of the said flat, garages and to receive sale price in respect thereof.

(xii) This Agreement for Sale is for the sale of the unit mentioned herein has been entered into subject to the terms and conditions of the hereinabove recited documents and the documents mentioned in this Agreement and the terms and conditions already imposed or as may be imposed hereafter by the Municipal Corporation of Greater Bombay or other authorities and also subject to the variations and/or modifications as may be agreed upon by the Sellers with the Municipal Corporation of Greater Bombay or other public authorities from time to time.

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(xiii) The Buyer has agreed to acquire a Unit as per the particulars set out hereinafter in the building to be constructed on the said property more particularly described in the First Schedule hereunder written at the price and on the terms and conditions as set out hereinafter.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The Sellers are proceeding with construction work of the building on the said property at Nehru Road, Ville Parle(East). Bombay and more particularly described in the First Schedule hereunder written (hereinafter referred to for the sake of brevity, as "the said property") in accordance with the sanctioned plans and specifications which have been kept at the building site for the inspection and which the Buyer has seen and approved and has satisfied himself/herself about the same.

2. The Buyer hereby declares that before execution of this Agreement, the Seller have made full free and complete disclosure and the Buyer has taken full and free inspection of particulars and disclosure of interalia the following.



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(a) nature of Sellers title to the said property and all encumbrances, of any,thereto,along with all relevant documents.

(b) all plans and specifications duly approved and sanctioned by the Municipal Corporation of Greater Bombay of the building built or to be build upon the said property;

(c) nature and particulars of fixtures , fittings and amenities to be provided in the building or the said Unit to be constructed on the said property;

(d) all particulars of design and materials to be used in construction of the building on the said property;

(e) the nature of organisation of persons to be constituted and to which the title is to be passed being i.e. to a Co.Op.Housing Society.

(f) the various amounts that are to be paid inter-alia towards the grounds rent, revenue assessment, betterment charges municipal and other taxes and water and electricity charges, including water deposit and electricity deposits as are for the time being in force.

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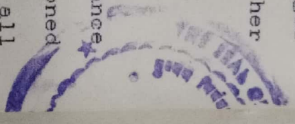
3. The Buyer hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Sellers and Buyers with full knowledge thereof has entered into this agreement.

4. The Buyer has entered into this agreement with the notice of the terms and conditions of the said hereinabove recited of the said property and subject to the terms and conditions that imposed by the Municipal Corporation of Greater Bombay and other authorities concerned and also subject to the Seller's right to make the necessary amendments modifications and/or changes in the buildings plans or the materials and other specifications.

5. The Seller's hereby declare that :

a) The Building shall be constructed in accordance with the plans and specification approved and sanctioned by the Municipal Corporation of Greater Bombay and all other concerned authorities:

b) Possession of the said flat/garage/shops shall be handed to the Buyer on 31st day of June, 1992 or such other date/s that may be mutually agreed upon by and between the parties hereto .



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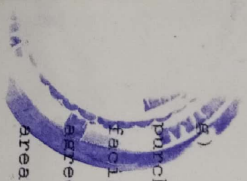
9. The <sup>Built up</sup> ~~carpet~~ area of the said flat and area of balcony are as per the copy of the plan annexed hereto as Annexure "B": The Built up Area is 647.59 sq. ft.

d) The price of the flat is Rs. 8,09,397/- (Rupees only) inclusive of the proportionate price of the common areas and facilities as specified in Annexure "B" in this agreement.

e) The Sellers shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-Operative Societies Act, or Condominium of Apartments Owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970:

f) The percentage of the undivided interest of the purchaser and in the respective common area and facilities limited or otherwise pertaining to the flat agreed to be sold herein shall be in proportions of the area of the flat agreed to be sold hereunder to the total common areas and facilities limited or otherwise disclosed by the Sellers to the Buyers:

6. The Buyer hereby irrevocably grants to the Sellers right to modify to the terms and conditions of any of the said agreements, documents and agreed to



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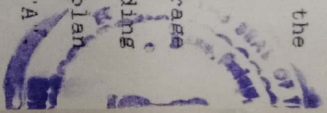
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abide, by observe and perform the same so far the same are applicable to the said Unit and the Building. The Buyer hereby accepts and shall always be deemed to have accepted the title of the confirming party and the Sellers herein to the said property and agrees not to raise any requisitions or objection in connection with and in respect thereto or take any proceedings in connection therewith.

7. The Certificates as to the marketability of the title to the said property together with property card, Extract/7/12 Extract/Revenue Extract is reproduced in the Second Schedule hereunder written. The tenure of the said property is free-hold.

8. The Buyer has agreed to acquire a flat/shop/garage No. 2 on the GROUND floor in the building having TWO rooms and a kitchen. copy of a plan whereof is hereto annexed and marked as Annexure "A" (hereinafter referred to as "The said Unit") for a sum of Rs. 8,09,397 (Rupees EIGHT LACS NINE THOUSAND THREE HUNDRED AND ONLY) The Buyer shall pay the said purchase price in the manner set out in the Third Schedule hereunder written.



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9. Notwithstanding anything stated in this agreement, anywhere the Unit agreed to be acquired by the Buyer herein shall be provided with the amenities or the specifications which are set out in the Fourth Schedule hereunder written and that the Sellers shall have right without any reference to the Buyer/s to vary or modify such amenities or specifications and the Buyers shall not raise any objection in respect thereof.

10. The Buyer admits having taken inspection of all the documents required to be given by the Sellers under the provisions of the Maharashtra Ownership Flats Act and hereby agree and confirms that the Sellers have irrevocable rights for the purposes set out hereinbelow and the Sellers shall be entitled to exercise the same as if the Buyer had given the written prior consent to the Sellers as required under the said Act and with a view to remove any doubts the Buyers hereby confers upon the Sellers the right and authority for the purposes set out herein below:

a) Without modifying the plan of the said Unit the Sellers shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-divisions and also the specifications in respect thereof.



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b) The Seller shall be entitled to demolish the existing or new structure/s or any part or parts portion thereof.

c) The Buyers of the flats shall be entitled to consume F.S.I. as may be available in respect of the said property including by way of road widening, T.D.R. or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors.

(d) Irrespective of the possession of the unit being given to the Buyer and/or the Management being given to the ad-hoc committee of the Unit Buyers the rights under this clause and/or under this agreement reserved for the Sellers for exploiting the potentiality of the property described in the First Schedule hereunder written shall be subsisting and shall continue to vest in the Sellers till the conveyance is executed.

11. The Buyer agrees and gives his irrevocable consent that the Sellers shall have a right to make additions, amendments and alterations in the building plans and/or to the said building or any part thereof for any user or to change the user (excluding the said



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unit) including to raise additional storeys or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plans as may be permitted by the Municipal Corporation of Greater Bombay or the other authorities and such additional structures or storey or units shall be the sole property of the Sellers who shall be entitled to deal with or dispose of the same. The Buyer shall not be allowed to make use of the terrace and parapet walls of the terrace which will be exclusive property of the Sellers and the Sellers shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the subject to access thereto to the said condominium or Society to attend to any leakage from the terrace or to carry out any repairs. The Sellers shall also be entitled to display board and/or hoardings on the parapet walls of the said property or any part thereon even if the said property is conveyed in favour of Association of persons or body corporate as the case may be. The Sellers

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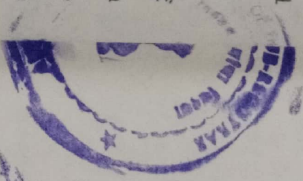
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shall be entitled to transfer the said benefits to the Flat holder.

12. Save and except as stated above the Buyer shall have no claim or right to any part of the said property and also to any other parts of the said building/s other than the said unit agreed to be taken by him/her. All open spaces, parking spaces, lobbies, stair-cases, terraces, compounds, compound walls/fences, etc., shall remain the property of the Sellers.

13. It is agreed between the parties hereto that if the Sellers fail to give possession of the said Flat in accordance with the terms of this Agreement on the sale mentioned hereinabove, or any further date or dates mutually agreed between the parties or if, the Sellers and/or their Agent for the reasons beyond their control, are unable to give possession of the flat by the specified date or other agreed date and after period of three months if those reasons still exist, then in such case, the Sellers shall without prejudice to their rights reserved hereunder refund the amounts already received by them in respect of the flat with simple interest at the rate of 9% from the date they received the same till date the amounts and the interest thereon is refunded and the



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amount and interest shall be charged on the Land and

constructions, if any, thereon to the extent of the amounts due but subject to any prior encumbrances.

14. The Sellers hereby agree on demand and payment of reasonable charges to give true copies of the documents to purchaser mentioned, in Rule 4 of the Maharashtra Ownership Flats (Regulations of Promotion of Construction etc.), Rules 1964;

15. The Buyer agrees to sign and deliver to the Sellers before taking possession of the said unit and also thereafter all writings and papers as may be reasonably necessary and required by the Sellers including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Co-operative Society/Condominium.

16. Until the said property is transferred by the Sellers by execution of a document of transfer and/or possession of the said property is delivered by the Sellers and intimation of the same is received by the Buyer from the Sellers, the Buyer shall be bound and liable to pay to the Sellers regularly and punctually all contributions and other amounts to be paid by the Buyer

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to the Sellers under the Agreement and the Buyer shall not withhold any such payment to the Sellers. However, if the Sellers in their absolute discretion so desire, they shall be entitled to entrust the management of the said property to the said co-operative society or the ad-hoc committee for looking after maintenance and disbursement of contributions from the Buyer of Units in the said Buildings towards payment of outgoings and expenses referred to herein, then in such event the Sellers shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequence arising due to delay in payment or non-payment thereof or for any matter concerning maintenances or management of the said property and all responsibilities and liabilities in that behalf shall be of the said co-operative society or the ad-hoc committee or the Buyers as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said units and pay the outgoings the same shall not affect the rights of the Sellers provided under this Agreement.



17. The Buyer is aware that the Sellers shall be paying the maintenance, municipal taxes and all other

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outgoings in respect of the whole or part of the property for and on behalf of the Buyers of the Units and it shall be the a paramount responsibility and obligations of the Buyer to pay all the outgoings regularly. In the event of the default being committed by the Buyer herein or any of the Buyers of any other Units and in such an event the Sellers shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected it shall be the responsibility of the Buyer of the Unit and all the Buyers together who shall be deemed to be managers under the provisions of the Maharashtra Ownership Flat Act in respect of the Units in respect of which possession has been given by the Sellers.

18. The Buyer of the respective units shall be entitled to use and occupy their respective unit only.

19. Nothing contained in these presents shall be construed as a grant in law of the said land, hereditaments and premises or any part thereof or of the buildings thereon or the said Unit will the Sellers declare that the said project is completed.

20. The Sellers shall cause the said property conveyed to the Buyers of the various units to be formed

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or an association and require the Buyer to form a Society only on or Before the completion of the said project and before such time the Buyer shall not be entitled to call upon the Sellers to form a Society and/or to transfer the said property.

21. The property shall be transferred by the Sellers by executing a Deed of Conveyance. In the event of the transfer of the property being effected earlier for any reason whatsoever, in such case, all the rights of the Sellers under this Agreement shall be in full force and binding upon the transferees and all its members and such transfer shall always be deemed to be subjects to the provisions of this Agreement and the Transferees shall not have any better right than the right intended to be granted under this Agreement.

22. All the deposits payable to the Municipal Corporation of Greater Bombay or the B.F.S.T. or B.S.E.S. Co. Ltd. for water connection and electricity charges or permanent deposits in respect of the said Unit which become payable shall be paid or reimbursed to the Sellers by the Buyer.

23. The Buyer shall also pay his proportionate share in respect of the payment made and/or required to be made



by way of betterment charges contribution, Municipal Taxes, property taxes, rates, cesses charges and/or other amounts in respect of the said property without raising any objections.

24. The Buyer agrees and binds himself to pay his proportionate share as may be determined by the Sellers of all outgoings in respect of the property, including all Government rates, taxes and charges and collector's Bills, Electricity and water deposits, insurance, common lights, watchman, and Sweeper's wages, sanitation, additions and alterations, oil painting, colour washing, repairs etc., more particularly and specifically mentioned in the Fifth Schedule herunder written and all other outgoings and expenses of and incidental to the management and maintenance of the property. Until the Municipal taxes, etc. are fixed and the exact amount worked out for each unit the Buyers agrees that from the aforesaid date he shall regularly pay Rs. 800 (Rupees. EIGHT HUNDRED ONLY. only) every month as advance towards and on account of such and other outgoings and expenses as aforesaid to the Sellers. The Buyers shall indemnify and keep indemnified the Sellers against the aforesaid taxes and other payments and expenses. If on account of failure on the part of the

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Buyers of any other units, to pay such proportionate share and if the said authority or authorities concerned take any action for the recovery of the same, the Sellers shall not be liable or responsible for any loss or damages which may be suffered by the Buyers on account of the said action.

25. On or before taking possession of the said unit, the Buyer agrees to deposit the following amounts with the Sellers :-

a) Rs. 4800/- to meet with 6 months outgoings, six months' Municipal Taxes, water taxes, common electric bills.

b) Rs. 2000/- agreed legal expenses from the date of the agreement till the possession of the unit is given.

c) Rs. 260/- membership fee and share money

d) Rs. 1500/- reimbursement of the amount towards electric meter deposit; water meter deposits paid to the various authorities.

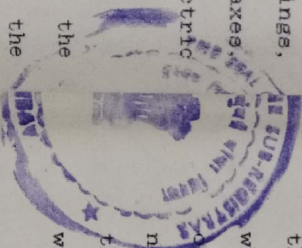
26. The said building shall always be known as

"SWAGAT" and the name of the Co-operative Housing Society or Limited Company or Association to be formed shall bear the same of "SWAGAT" as its first name and this name shall not be changed without written consent of the Sellers.

27. The Buyer shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of his unit or assign, underlet, or part with the interest under this Agreement or the benefit of their Agreement or any part thereof till all his dues of whatsoever nature owing to the Sellers are fully paid and only if the Buyer has not been guilty of breach of or non-compliance or any of the terms and conditions of this Agreement and until he obtains previous consent in writing of the Sellers.

28. The Buyer shall not use the said unit or permit the same to be used for any purposes whatsoever other than what is prescribed by Bombay Municipal Corporation.

29. The Buyer agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all Acts, deeds, matters, things, documents, required by the Sellers for further, better and more interest of the Sellers or for securing the due fulfillment of the provisions thereof.



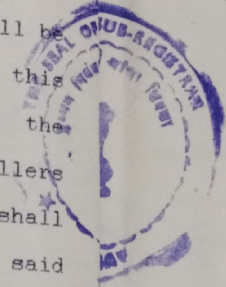
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30. If the Buyer neglects, omits or fails for any reason whatsoever to pay to the Sellers any of the amount due and payable by the Buyer under the terms and condition of this agreement (whether before or after delivery of possession) within the time herein specified or if the Buyer in any other way defaults or fails to perform or observe any of the covenants and stipulations in this part herein contained or referred or prevents the Sellers from exercising the Sellers rights as provided in this Agreement, then in that event, the Sellers shall be entitled to resume possession of the said Unit, and this Agreement shall cease and stand terminated and the earnest money already paid by the Buyer to the Sellers absolutely forfeited to the Sellers and the Buyers shall have no claims for refund or repayment of the said earnest money and the Buyers hereby agrees to forfeit all his rights, title and interest in the said Unit and under this Agreement and in such event the buyer and/or his nominees shall be liable to immediate ejection as a trespasser.

31. In the event of nonobservance or non-performance of any of the provision of this Agreement on the part of the Buyer, this Agreement shall at the option of the Sellers come to an end and 20% of the price paid by the



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Buyers to the Sellers and all rights of the Buyer in respect of the said Unit and the said money extinguish and come to an end and the Buyer shall not be entitled to take any objection or proceedings or make any claim in respect thereof.

32. The Buyers hereby agrees and confirms that in the event of the Buyer insisting on observance and performance of any of the terms and conditions of this Agreement or for carrying out any requirement and the Sellers unable or unwilling to comply with the same irrespective of the nature of such requirements, requisitions or the obligations, then the Sellers have an option to terminate this Agreement and pay back all the amount paid by the Buyers to the Sellers as provided under the provision of the Maharashtra Ownership Flats Act and the Buyer shall not be entitled to insist upon and require the Seller to comply with or discharge such requisitions, requirements and/or the obligations as the case may be.

33. Notwithstanding anything stated hereinabove the Sellers shall be entitled to submit the said property under the provision of the Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Buyer

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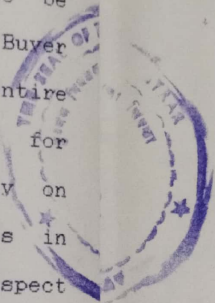
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shall at his/their cost charges, and expenses be entitled to execution of a Deed of Apartment and/or Conveyance and in such an event the Sellers shall cause the Original Vendors to execute such relevant documents for effectuating a proper transfer of the said flat and undivided share, right, title and interest in the common amenities in favour of the respective Buyers of the respective Units.

34. All cost, charges and expenses in connection with the formation of Association as well as all costs of preparing, engrossing, stamping and registering all the Agreements including this agreement conveyance, transfer deed or any other document or documents required to be executed by the said vendors and the Sellers or the Buyer or co-operative society as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Buyer immediately on demand. The Buyer shall pay the professional fees in respect of the documents to be made and also in respect of the services rendered or to be rendered by the Sellers advocates as provided in this clause.

35. The Sellers will have exclusive right over the unsold flats/shops even after execution of the conveyance in favour of the unit holders.



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36. The Buyer shall bear and pay requisite stamp duty on the agreement and documents to be executed in pursuance hereof and at his own cost, lodge the same for registration with sub-registrar and forthwith inform the Sellers the Serial No. under which the same is lodged to enable them to admit execution of the the same.

37. All cost, charges and expenses including stamps and registration charges of this Agreement shall be borne and paid by the Buyer. The Buyer is fully aware of the provision of the ammended Bombay stamp Acts. If any stamp duty over and above the stamp duty already paid on this agreement is required to be paid or is claimed by the superintendent of Stamps, Bombay or concerned authority, the same shall be borne and paid by the Buyer alone including the penalty, if any. The Sellers shall not be liable to contribute anything towards the same nor shall the Buyer hold the Sellers liable and/or responsible towards the said stamp duty/or penalty. The Buyer shall indemnify the Sellers against any claim from the stamp Authorities or other concernd Authorities in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Sellers. The Buyer shall also fully reimburse the expenses that may required to be incurred by the Sellers in consequence upon any legal proceedings that may be initiated or instituted by

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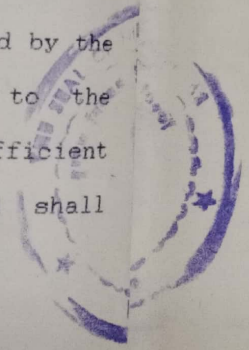
...26...  $\frac{८०}{९२}$

the authorities concerned against the Sellers for non-payment and/or under payment of stamp duty by the Buyer.

38. The Buyer hereby declares that he has entered into this Agreement after going through and with full knowledge of the terms and conditions herein contained.

39. Any delay or indulgence by the Sellers in enforcing the terms of this Agreement or any indulgence of giving time to the Buyer shall not be construed as waiver on the part of the Sellers of any breach of non-compliance of any of the terms and condition of this Agreement by the Buyer nor shall the same in any manner prejudice the rights of the Sellers hereunder.

40. All letters, receipts and/or notices issued by the Sellers despatched, under certificate of posting to the address known to them of the Buyer will be sufficient proof of receipt of the same by the Buyer and shall effectually discharge the Sellers.



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THE FIRST SCHEDULE ABOVE REFERED TO:

बबम-१  
3528/28/96  
१९९२

ALL THAT piece or parcel of land or ground with the messuage or dwelling house standing thereon situate lying and being at Nehru Road, Vile Parle (East), in the registration district of Bandra in the Island of Bombay containing by admeasurement 557.27 sq.mtrs. or therabouts and registered in the books of the Collector of land Revenue under the C.T.S.No. 1353 and 1353 (1 to 6) being T.P.S. Scheme No.II New Plot No. 115 and bonded as follows: that is to say:

- On or towards the NORTH: By Final Plot No.224 & 223 (PT)
- On or towards the SOUTH: By the road.
- On or towards the EAST : By Final Plot No.216 and
- On or towards the WEST : By Final Plot NO.214,215 & 224 (Pt).

mk  
Rosh

PROPERTY DESCRIPTIONS  
FLAT & BLDG.

- (1) Village - Vile Parle
- (2) Municipal Ward - K(E)4
- (3) Building No. - 647
- (4) Year of Construction - 1992
- (5) Area of Plot - Two 1/2
- (6) [ ] Ground

ब.म-१
3828/30/46
१९९२

520

THE SECOND SCHEDULE ABOVE REFERED TO:

PRAVIN MEHTA AND MITHI AND CO. (REGD)  
ADVOCATES AND SOLICITORS

E2  
E2

PARTNERS	YUSUF MITHI
PRAVIN H. MEHTA.	NASEEM PATRAWALLA
YUSUF H.MITHI.	4th Floor, Oricon House
SHARAD V. KALYANI.	12\14, K. Dubash Marg,
NASSEM PATRAWALLA.	Bombay-400 023.
	Ph. 242603\2871682

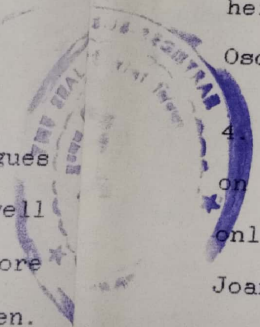
Office: 7, Hind Rajasthan Chambers

6, Oak Lane, BOMBAY - 400 023

TITLE REPORT

REF NO. 873/89/SIC

1. During his lifetime one Duming Gasper Rodrigues was absolutely seized and possessed of or otherwise well and sufficiently entitled to the property more particularly described in the Schedule hereunder written.



E3  
E2

529

ब.म-१
3828/39/46
१९९२

2. The said Duming Rodrigues died intestate at Bombay leaving behind him surviving as his only legal heirs and representatives his son Francis, Daughters Rose Mary and Joanna Mary and his widow Mary Maglon Rodrigues under the provisions of the Indian Succession Act by which he was governed at the time of his death. Pursuant to an application made by Francis and for the sake of convenience, his name was entered in the Property Register Card and in the Revenue Records. However, in the records of the Town Planning Authority the name of the said Mrs. Mary Magdlan Rodrigues appears. The said Mary Magdlan Rodrigues also died intestate at Bombay.

3. The said Francis died intestate at Bombay on 28th March, 1977 leaving behind surviving his only legal heirs and representatives his sons Edward, Reginald, Oscar, Leslie, George and Charles and his Daughter Julie.

4. The said Rose Mary also died intestate at Bombay on 23rd June, 1985 leaving behind her surviving as her only legal heirs and representatives her daughters Joanna, Agnes and her sons Edban and Francis under the provisions of the Indian Succession Act by which she was governed at the time of her death.

PK  
Rosh



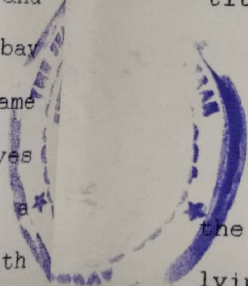
3825/32/90  
1982

...30...

In the premises, the aforesaid legal heirs and representatives and the said Joanna Mary became absolutely entitled to the said property described in the Schedule hereunder written.

88  
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6. By a Deed of Conveyance dated 24th February 1988 made between the said Angeline Francis Rodrigues and 12 others and Vasudha Constructions and lodged with the sub-Registrar of Assurances at Bandra under No. 782 of 1988, the said Vasudha Constructions became entitled to the said Property subject to a Mortgage dated 30th November, 1961. In turn by a Deed of Conveyance dated 3rd February 1989 made between Vasudha Constructions as the Vendors of the one Part and the said Sushil M Mehta, proprietor of Sunrise Builders the purchaser of the other Part and lodged with the Sub-Registrar of Assurances at Bombay under S. No. 544 of 1989 the said Sushil M. Mehta became entitled to the said Property. The said Joanna Gonsalves Agnes D'cruz, Edban Santosh and Francis Santosh by a deed of confirmation dated 3rd March 1989 and lodged with the Sub-Registrar of Assurances at Bombay under No. 1034 of 1989 confirmed the said Deed Of Conveyance dated 24th February, 1988.



84  
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ववम-१  
3825/33/90  
1988

7. By a Deed of Conveyance dated 30th August, 1988 and made between Gokuldas Mathuradas and others carrying on business at Vile Parle, Bombay as Vendors of the One Part and Sushil M. Mehta as Purchaser of the Other Part and registered with the sub-Registrar of Assurances at Bombay under S. No 2260 of 1988, the said Mortgager under the said deed of Mortgage dated 30th November, 1961 had re-conveyed the said property in favour of Sushil M. Mehta.

8. We have investigated the title of Sushil M. Mehta and in our opinion subject to what is stated hereinabove and subject to the aforesaid deeds of Conveyance being ordered for registration, has marketable title to the said property.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground with the mesuages or dwelling houses standing thereon situate lying and being at Nehru Road, Vile Parle (East), in the Registration District of Bandra in the Island of Bombay

Rosh

ववम-१  
३९२९/३४/९६  
१९९२

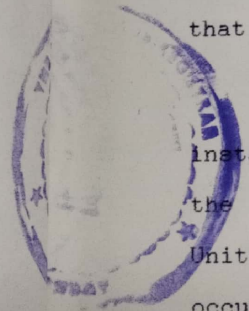
...32...  
containing by admeasurement 557.27 sq.metres or thereabouts and registered in the Books of the Collector of Land Revenue under C.T.S. No. 1353 and 1353 (1 to 6) being T.P.S.Scheme No. II New Plot No.115 and bounded as follows: That is to say: On or towards the North : by Final Plots Nos. 224 and 223(part), On or towards the South : by road: On or towards the East by Final Plot no. 216 and or towards the West: by Final Plots Nos. 214, 215 and 224 (P).

Dated this 26th day of May, 1989.

For PRAVIN MEHTA & MEHTA & CO.

Sd/-

PARTNER



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...33...

ववम-१  
३९२९/३४/९६  
१९९२

THE THIRD SCHEDULE ABOVE REFERRED TO :

(the mode of payment of the purchase price and other amounts to be paid by the Buyer of the Unit to the Sellers).

- (a) Rs. 51,000/- as earnest amount on execution of this Agreement:
- (b) Rs. 1,50,000/- on 16.08.1992
- (c) Rs. 2,50,000/- on 30.08.1992
- (d) Rs. 2,50,000/- on 15.09.1992

Mh  
Rosh

(e) The balance of the purchase price shall be paid within seven days of the Sellers intimating to the Buyer that the said unit is ready for occupation.

PROVIDED FURTHER that the Buyer shall pay the last instalment of the purchase price within seven days from the receipt of the intimation from the Sellers that the Unit agreed to be purchased by him is ready for occupation and if the Buyer fails to make payments, the Sellers shall be at liberty to exercise other rights as

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3828/58/76

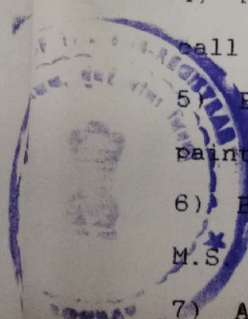
१३९२

...34...

set out in the Agreement including a right to terminate this Agreement and sell the said Unit to any other person.

PROVIDED FURTHER that the certificate which may be issued by the Sellers Architect certifying that the work has commenced and/or respective work of the plinth/slabs have been completed shall be binding upon the Buyer and the payment of the instalment shall forthwith become due and payable by the Buyer to the Sellers .

PROVIDED FURTHER that the Buyer under this Agreement shall pay deposits in respect of meter, maintenance etc. as provided hereinabove on or before taking possession of the unit.



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बबम-१

3828/36/76

१३९२

THE FOURTH SCHEDULE ABOVE REFERRED TO:

( Specifications and Amenities )

The work shall be carried out as per the specification and with the amenities in respect of the Unit agreed to be sold and which are set out hereinbelow

The Building :-

- 1) The building will be of R.C.C. framed structure.
- 2) All External walls shall be 9 " thick and internal walls be 6 " thick .
- 3) External wall shall be painted with cement paint and internal walls will be white washed.

Doors & Windows :-

- 4) Main door of the flat has number plate, magic eye, call bell, fancy handle with Godrej lock.
- 5) Bath & W.C. doors with wooden panel and oil painted.
- 6) Bath & W.C. windows provided with glass louvers and M.S bars for safety.
- 7) All doors and windows provided with brass fittings.

Handwritten signature or initials.



ववम-१  
३९२५/३८/५०  
१९९२

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७०  
९२

Flooring:-

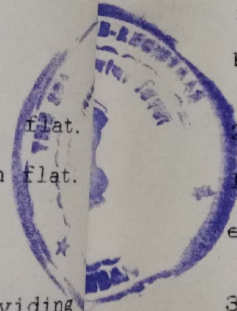
- 8) Marble or spartex flooring in all rooms with 5" skirting.
- 9) Glazed tiles, dado upto ceiling in all bathrooms with marble flooring.  
Glazed tiles dado up to 2" 0" in all WC with glazed tiles flooring.
- 10) Kitchen platform will be in granite with steel sink, and one feet glazed tiles dado.
- 11) Concealed copper wiring with adequate points in rooms.

Plumbing:-

- 12) Concealed plumbing with a geyser in each flat.
- 13) One wash basin shall be provided in each flat.

Water Supply

- 14) Water supply will be arranged by providing underground and overhead water tank with pumping facility as per rules and regulations at BMC.



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९२ ...37...  
526

ववम-१  
३९२५/३८/५०  
१९९२

THE FIFTH SCHEDULE ABOVE REFERED TO :

1. The expenses of maintaing, repairing, redecorating etc. ofthe main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, gas pipes, and electric wires in under or upon the building enjoyed or used by the Buyer whether on ground floor or any other floor in common with the other occupies of their other flats, garages and the main entrance, passages, landings and structure of the buildings as enjoyed by the Buyers or under by him/them in common as aforesaid and the bondary walls of the buildings compounds, etc.
2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building are enjoyed or used by the buyer in common as aforesaid.
3. The salaries and/or wages of clerks, bill colectors, chowkidars, sweepers etc.
4. The cost of decorating the exterior of the building.

Handwritten signature/initials.

62  
82  
5. Insurance of the building.

6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

7. Taxes, cess, levies, land revenue, water charges, electricity charges, etc.

8. The maintenance of the lifts.

3529/80/96  
1982

603  
82

...39... 539

बबम-१  
3529/89/96  
1982

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

SIGNED SEALED AND DELIVERED )  
by the Withinnamed M/S.SUNRISE )  
BUILDERS ) PROPRIETOR/ C.A.

*[Signature]*

SIGNED SEALED AND DELIVERED )  
by the Withinnamed " BUYER" )  
Shri./ Smt. HARISH )

*Ramkrish Bohra*

BOHRA.  
through his father and natural guardian (Father and Natural Guardian  
in the presence of Ramkrish R. Bohra Ramkrish R. Bohra)



RECEIVED on the day and year and year )  
first hereinabove written of and from )  
the within named Buyer, the sum of )  
Rs. 51,000 /- (Rupees FIFTY )  
ONE THOUSAND only )  
being the amount as mentioned within )  
to be paid by him/her to us. )

WE SAY RECEIVED

WITNESS:

For M/S.SUNRISE BUILDERS

*[Signature]*

PROPRIETOR/ C.A.  
SELLERS

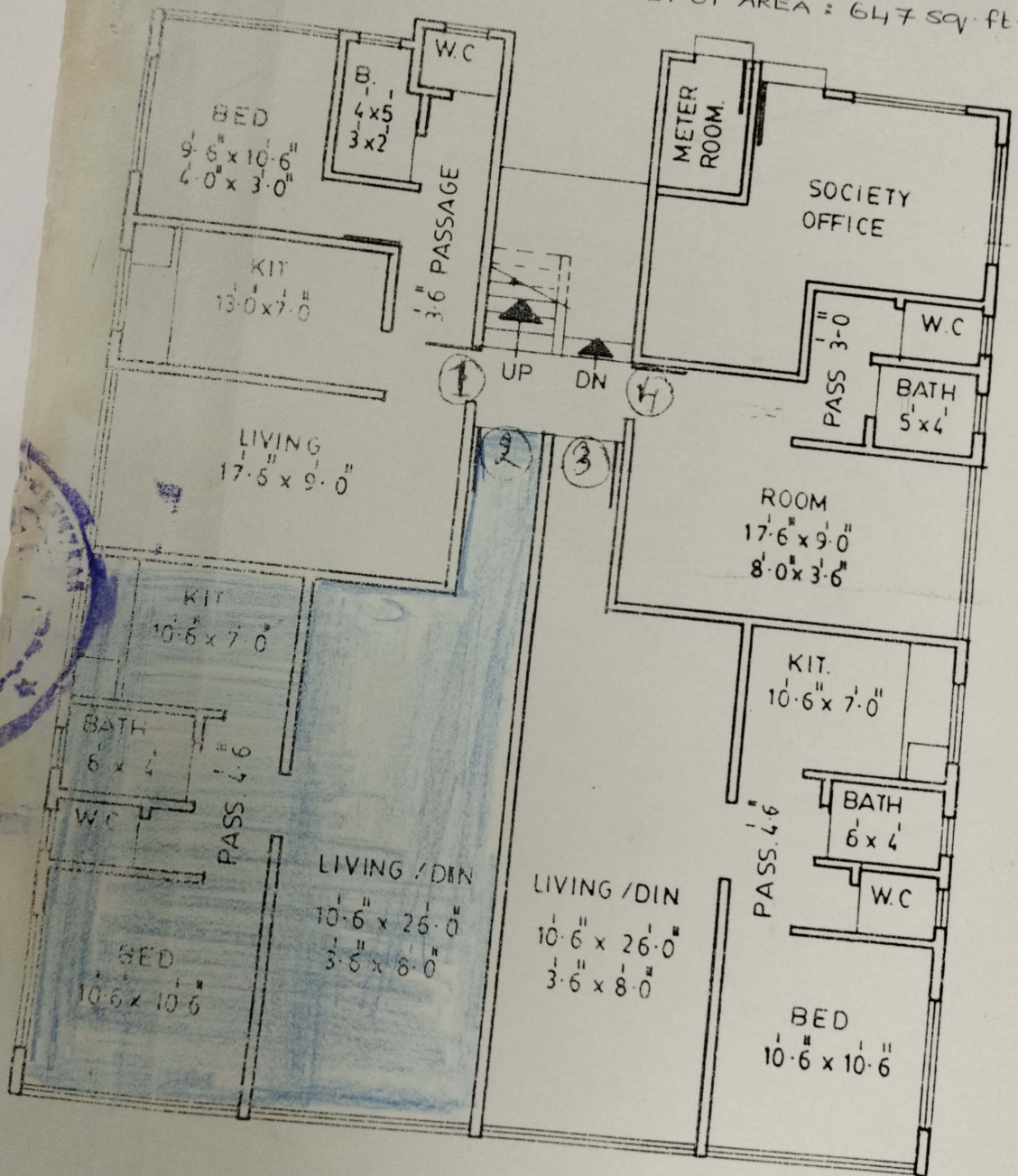
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3828/83/96

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64  
82 33

FLAT NO: 2. [BUILT UP AREA : 647 SQ. FT.]



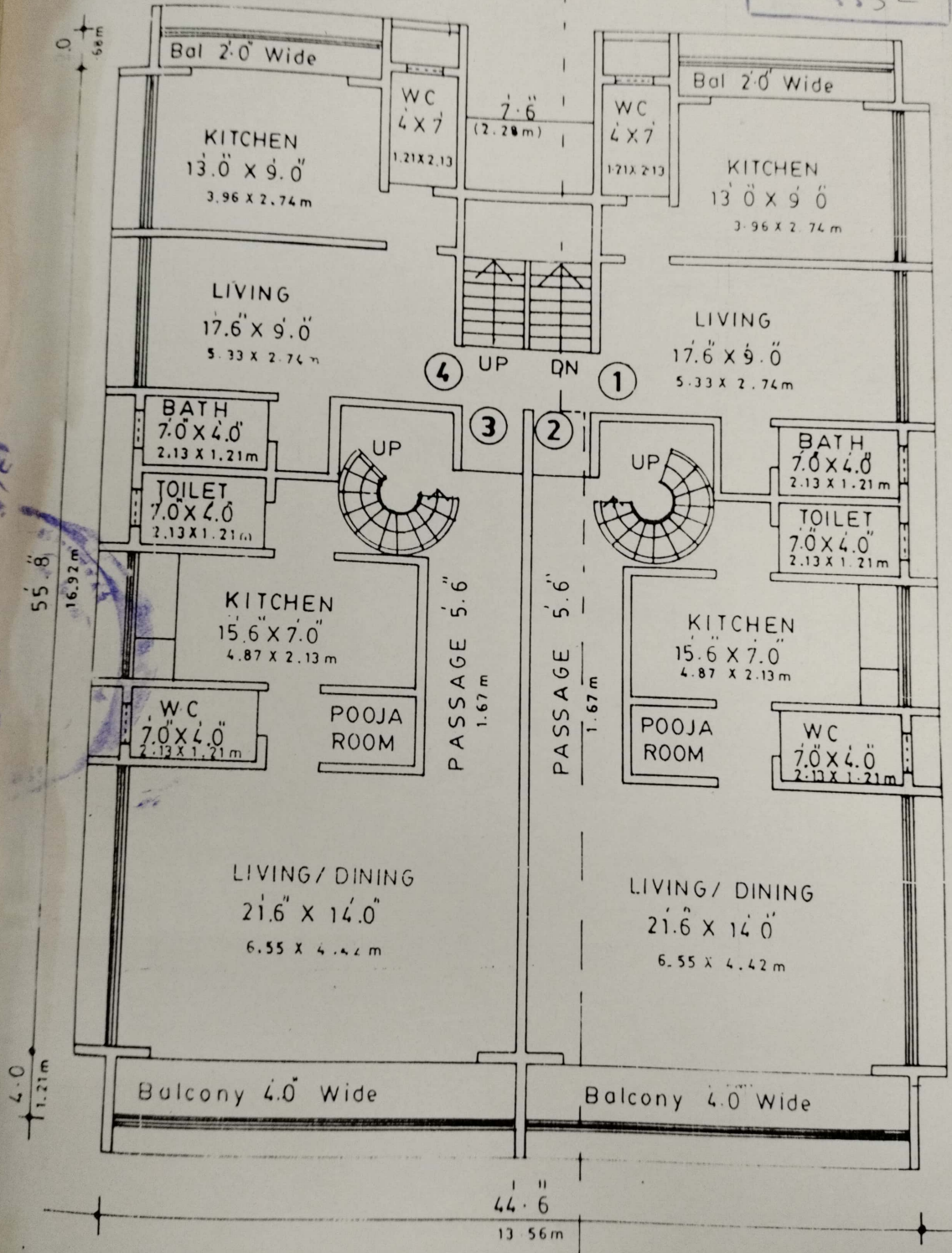
GROUND FLOOR PLAN

*[Handwritten signature]*  
Rosh

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630

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3823/88/96
१९९२



### 1 st Floor Plan

"Swagat" Nehru Road  
Vileparle [East]

ककक-1  
3828/82/90  
1882

68  
E2

532

ANNEXURE 'B'

COMMON AREA AND FACILITIES.

That the staircase, staircase landing, staircase entrance area (Septik tank, Soak pit, Sunction tank, Overhead tank, Pump room, watchman cabin, Compound well, Electirc Cabin, will be covered in this comman area and facilities.

It is further clarified that the open space, i.e. required land appurtenant all surroundings of the Building which is open to sky excluding garages protion covered stilt, basement; if it allotted to any member of the society and maintained by them, then the said portion wil not be covered under this definition.



0.0  
68 E

55.8  
16.92 m

4.0  
1.27 m

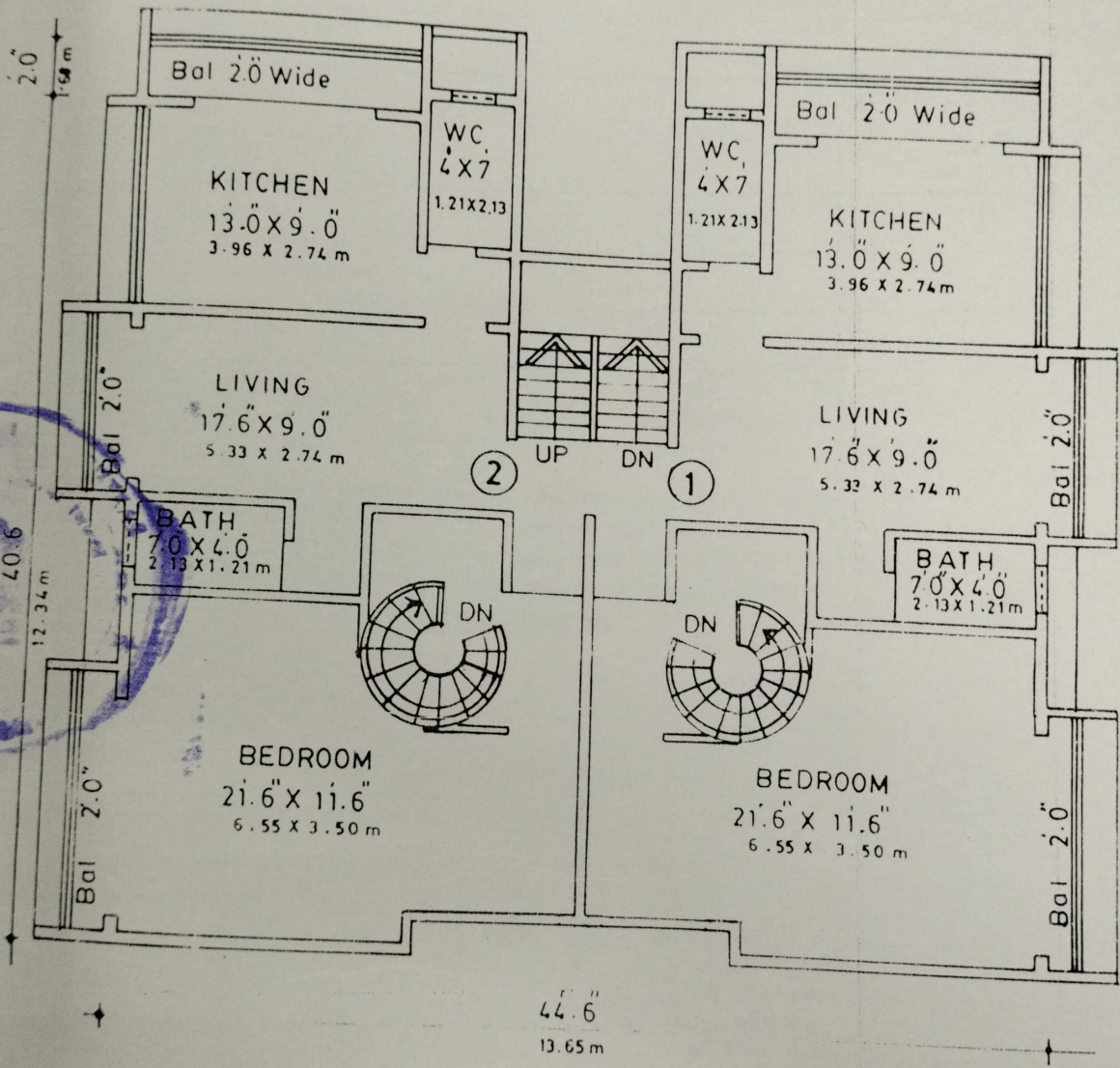




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534

बचम-२
3825/89/96
१९९२



### 2nd Floor Plan

"Swagat" Nehru Road  
Vileparle [East]

क्रि.सं. 9-3022

LL  
 52 58

92 नारको 99  
 92 नारको 99

मिनी	...	5000
वेर	...	9-4
सवका (फोनिओन)	...	2-
बादा (कलम ३० प्रमाणे)	...	2
बादा नवकल (कलम ३०)	...	42
स्वकार	...	25
पादी	...	30-
हाईलीन	...	2
इपाल	...	23-

A Ramchar Boker  
 AS Natural guardian  
 and father of H. ARISH.

एकू 5085-00

BOHRA. 21 2111  
 बुध्म निबंध  
 मुंबई हे अपिलाची सुनावणी करण्याखेरीज  
 निबंधकाचे सर्व अधिकार असतील

ब ब म - 1
3828/76/96
१९९

21 2111  
 बुध्म निबंधक, मुंबई  
 अपिलाची सुनावणी करण्याखेरीज  
 निबंधकाचे सर्व अधिकार असतील



1) श्री. प्रदीप वस्तीनार बोपा  
 वय 32 वर्ष, व्यवसाय 23 मे 2018 रोजी  
 पदर रोड मुंबई 26 हे जे. एन. राईज विल्डिस  
 संपन्न पुत्रावर

2) श्री. रामरव बोहरा  
 वय 70 वर्ष, व्यवसाय 93 अजरकुंज, जे. एन.  
 नगर, शिंदेरी (यु) मुंबई 42 हे जे. एन. राईज विल्डिस  
 हरिष बोहरा संपन्न पुत्रावर

आठवडा  
 कळित  
 दर दिल्याचे कबूल करण्यात आले.

1) [Signature]

2) Ramchar Boker

१२० / श्री. पु. श्री. पास  
 व्यवसाय सं/८१/९ पंचवटी  
 नं. श्री. नगर कंधेरी (पु) ५६९

② श्री. काठकान गोवरे

ववम-१  
 ३९२९/५७/५७  
 १९९२

१. हीच बराल वस्तुएवज कचर  
 विधान्यास ओळखत अकल्प्याचे मागता  
 २. त्याची अंमल ठेवता.

श्री. वेताजी नगर सुहाय्यकर  
 श्री. कांदीवकी (पु) ५६७

१. Handwritten signature  
 २.

Prashovaul Shikhan  
 मुख्य निबंधक, मुंबई

१६/१२/८/९२

८९  
 ६२

१. सहाय्यक संचालक नगर रचनाकार मुंबई  
 द्रांक व मुल्यांकन यांचे पत्र क्र. से/२०२८९/१७०५५  
 दिनांक ५/३/९९ अन्वये सदर प्रकरणात  
 शून्य मुल्यांकन साल्याचे आढळून आलेले नाही.

दिनांक ०९/३/९९ मुख्य निबंधक, मुंबई



पीएन-१-३९२९९२

पुस्तक क्रमांक : अज्ञात  
 हीचका.  
 आरोध : ९९५/९९

मुख्य निबंधक, मुंबई  
 अपिलाची सुनावणी करण्याखेरीज  
 निबंधकाचे सर्व अधिकार असणे

THE

SWAGAT

**HOUSING SOCIETY LIMITED**  
CO-OPERATIVE

(Registered under the Maharashtra Co-operative Societies Act, 1960.)  
Registration No. BOM/W-KE/HSG/TC-9407

Serial No. 02 Date 3-10-1996

Authorised Share Capital Rs. 1,00,000/- Divided into 2000 Shares each of Rs. 50/- only  
Member's Registration No. 2

**THIS IS TO CERTIFY** that Shri/Smt. **SRI HARISH RAMBAKH BOHRA**

of **VILE PARLE (E)** is the Registered Holder of Five Shares No. from 6  
to 10 of Rs. 250/- (Rupees **Two hundred and fifty only**)  
in **THE SWAGAT**

**LIMITED VILE PARLE (EAST)** **CO-OPERATIVE HOUSING SOCIETY**

and that upon each of such Shares the sum of Rupees Fifty has been paid.  
subject to the Bye-laws of the said Society

GIVEN under the Common Seal of the said Society at **VILE PARLE**  
this **21ST** Day of **OCTOBER** 19 **96**.



*Ramesh Bohra*  
Chairman

*Harish Bohra*  
Hon. Secretary

*Bohra*  
Member of the Committee

P. T. O.

MR. HARISH BOHRA.

*Ramesh Bohra*  
*Harish Bohra*



**ANANT NARAYAN**

Advocate High Court

109/01, Esplanade Mansion  
144, M G Road, 1<sup>st</sup> floor,  
Kalaghoda, Mumbai- 400023

REF: OBC/VLP(E)/2014/1441

Date : 27<sup>th</sup> January, 2014

The Branch Manager  
Oriental bank of commerce,  
Vile Parle (E) Branch,  
Nehru Road, Vile Parle (E)  
Mumbai 400057

**Reg: Title Opinion in respect of the property being Flat no. 2 on the Ground floor adm. 647 sq.ft. BUA in Building known as SWAGAT Situated at Nehru Road, Vile-Parle (E), bearing CTS No. 1353 & 1353 (1 to 6), T.P.S.Scheme No. II, New Plot No. 115 of Village Vile-Parle, Tal. Andheri, Mumbai Suburban District.**

With reference to your letter No. \_\_\_\_\_ dated \_\_\_\_\_, I, on the basis of the copies of title deeds forwarded to me pertaining to the said immovable property and the other information submitted by you, have conducted a detailed search and investigation and submit my report as under:

1. Name(s) and Address(es) of the Mortgagor(s) / Title holder(s)  
**Shri Harish R. Bohra**  
141/143, Sai Bhavan,  
Princess Street, Mumbai-400002.

2. Description of immovable property

Plot No. / Property No.	Area (in sq.yds. /sq. mtrs/sq.ft./ acres/hectares)	Location	Boundaries
Flat no. 2 on the Ground floor	adm. 667 sq.ft. BUA	Building known as SWAGAT Situated at Nehru Road, Vile-Parle (E), bearing CTS No. 1353 & 1353 (1 to 6), T.P.S.Scheme No. II, New Plot No. 115 of Village Vile-Parle, Tal. Andheri, Mumbai Suburban District	North-South-East-West

3. The Chain of title deeds scrutinized by me

As per Annexure A2 attached herewith

- a) Copy of agreement for sale dated 11<sup>th</sup> August, 1992 made between M/s. Sunrise Builders (The Sellers) and Shri Harish R. Bohra (The Buyer)
- b) Copy of registration receipt bearing no. PBBMI-3029-1992 dated 12/08/1992.
- c) Copy of Title Report dated 26/05/1989 issued by Pravin Mehta & Mithi & Co. (Advocate & Solicitors).
- d) Copy of Ground floor plan.

