

Certificate No. 016 Folio No. 046 No. of Shares 5

MADHUVIHAR
CO-OPERATIVE HOUSING SOCIETY LTD.

Regd. No. BDM/WR/HSG/TC/7172 dt. 20-1-93
M. G. X Road No. 4, Behind Patel Nagar, Kandivli (West), Bombay-400 067.
Authorised Capital Rs. 15,00,000/- (Divided into 30,000 shares of Rs. 50/- each)

This is to certify that SHRI VIPIN D.GOGRI & SMT. SMITA V.GOGRI

of Bombay is the Registered Holder of FIVE Shares of
Rupees Fifty each numbered from 226 to 230 (both inclusive)
in MADHUVIHAR CO-OPERATIVE HOUSING SOCIETY LTD, M. G. X Road No. 4,
behind Patel Nagar, Kandivli (West), Bombay subject to the Bye-Laws of the said
Society and that upon each of such shares the sum of Rupees Fifty has been paid.

Given under Common Seal of the said Society at Bombay.

this SIXTH day of APRIL 1993

Chairman A. J. Gaithy

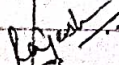

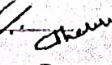
Secretary D. M. K. S.

K. S. K.
Member of the Managing Committee

NOTE : No transfer of the Shares to which the foregoing certificate
relates can be registered unless accompanied by this certificate.

Share Certificate

MEMORANDUM OF TRANSFERS OF SHARE (S) MENTIONED OVERLEAF

Date	Transfer No.	Register Folio	Name (s) of Transferee (s)	Secretary / Authorised Signature
11/02/2021	07/039		VIPIN D. COGRI	FOR MACHUMIHAR CO-OP. HSG. SOCIETY  Chairman
				 Secretary
				 Treasurer

Madhubhai C/103

मुद्रांक अधीक्षक, मुंबई

5th day of December 1989

ARTICLES OF AGREEMENT made at Bombay this 5th day of December 1989
BETWEEN M/S. JAYANTILAL INVESTMENTS, a Partnership firm having their Office at 75,
Abdul Rehman Street, Bombay - 400003 hereinafter called "the Builders" (which expression shall
unless it be repugnant to the context or meaning thereof be deemed to mean and include the
said firm the survivors or survivor of them and the executors and administrators of the last
survivor their or his assigns) of the One Part and *Mr. Vipin D. Gogri &*
Mrs. Sumita Vipin Gogri hereinafter called "the Purchaser" (which expression
shall unless it be repugnant to the context or meaning thereof be deemed to mean and include
his/her heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS :

1. By an Agreement for Sale dated 15th May 1978 (1) Joseph Francis Mendes and (2) Mrs. Juliet widow of Paul Cyprin Mendes (hereinafter referred to as "the Owners") agreed to sell to Messrs. Adarsh Builders (hereinafter referred to as "the Confirming Party") an immoveable property being agricultural land bearing Survey No.1A, Hissa Nos.1, 2 and 4 (part) C.T.S. No. 1068 of Village Kandivli, Taluka Borivli in Greater Bombay admeasuring 2 Acres and 9 Gunthas equivalent to 10769 Sq. Yds. i.e. 9004.26 Sq. Mtrs. or thereabouts hereinafter referred to as "the Said Agricultural Land" and described in the First Schedule hereunder written. The said Agreement is supplemented by a Supplemental Agreement dated 4th January, 1979 (registered at Bombay at Sub-Registry under serial No.S-32).
2. By a Tripartite Agreement for Sale dated 26th August 1980 executed between the said "Owners" herein Mr. J. F. Mendes and Mrs. Juliet Mendes of the First Part, the said confirming party herein M/s. Adarsh Builders of the Second Part and the Builders herein M/s. Jayantilal Investments of the Third Part, the said Owners and their confirming party have agreed to sell to the Builders herein the piece and parcel of land bearing Survey No.1A, Hissa Nos. 1 and 2 and C.T.S. No. 1068 of Village Kandivli admeasuring 10285 Sq.Yds. or 8599.57 Sq.Mtrs. or thereabouts more particularly described in the Second Schedule hereunder written and forming part of the Agricultural Land described in the First Schedule hereunder written on the terms and conditions as mentioned therein. The said Agreement is registered at the Sub-Registry, Bombay under serial No. S-1933 of 1980.

S.V.G.

10. The Builders have informed the Purchaser that after all the tenements of the proposed building are sold, and the purchasers are put in possession thereof, the Builders will obtain a conveyance of the said property admeasuring 6071.00 Sq. Mtrs. equivalent to 7260.86 Sq. Yds. or thereabouts and more particularly described in the Fourth Schedule hereunder written from the said J.F. Mendes and another in favour of the Co-operative Society or Limited Company or Incorporated Body to be formed by the Purchasers of all the tenements and that the Builders will join as confirming party to such conveyance.

11. The Purchaser shall not insist on any other documents save and except those recited above. The Builders have annexed a certificate of title of M/s. Kirit N. Damania & Co., Advocates and Solicitors, pertaining to the title of the said J.F. Mendes and another vide Certificate of Title marked Annexure 'A'.

The purchaser has seen the said property more particularly described in the Fourth Schedule hereunder written prior to the execution of this Agreement. The purchaser has also taken inspection of the said sanctioned plans and of all the documents referred to in the above recitals.

13. Prior to the execution of these presents, the Purchaser has also read and understood the contents of the said Order dated 06th November 1984 passed by the Commissioner, Konkan Division and Competent Authority (ULC), Greater Bombay and the Purchaser has represented to the Builders that he/she is the person entitled to and/or eligible to be the allottee of the said flat/shop under the said Order. Upon the said representation of the Purchaser and on the express declaration on the part of the Purchaser the Builders have allotted and/or agreed to allot and sell the said flat/shop to the Purchaser herein.

14. The Builders have supplied to the Purchaser such of the documents mentioned in Rule 4 of the Maharashtra Ownership Flat Rules 1964 as desired by the Purchaser.

15. The Builders have entered into separate agreements with several other persons and parties in respect of sale of flats/shops/parking spaces in the said building.

16. The Purchaser has agreed to purchase the flat/shop/parking space on 1st floor in wing C of the said building (hereinafter referred to as "the said flat/shop/parking space") with full notice of the terms and conditions contained in the documents referred in these recitals and on the terms and conditions hereinafter appearing.

S.V.G.



A.	A sum equal to () of the total Purchase Price immediately on laying of the first slab.
D.	A sum equal to () of the total Purchase price immediately on laying of the second slab.
E.	A sum equal to () of the total Purchase Price immediately on laying of the third slab.
F.	A sum equal to () of the total Purchase Price immediately on laying of the fourth slab.
G.	A sum equal to () of the total Purchase Price immediately on laying of the fifth slab.
H.	A sum equal to () of the total Purchase Price immediately on laying of the sixth slab.
I.	A sum equal to () of the total Purchase Price immediately on laying of the seventh slab.
J.	A sum equal to () of the total Purchase Price immediately on completion of internal and external brick work of the Building.
K.	Balance of the above said Purchase Price against the delivery of possession of the said unit.

6/8



- A certificate of the Builders' Architects shall be a conclusive proof that the plinth or the respective slab or the work upto any particular stage is completed and the Purchaser shall not challenge or dispute certificate of the Architects as aforesaid.
- The area of the flat/shop/parking space agreed to be purchased by the Purchaser and shown on the said plan is on the basis of built-up area.
- The name and address of the Purchaser till possession of the said flat/shop/parking space is taken by the Purchaser shall be as follows :

Mr. Vipin D. Gogri &
 Mrs. Smriti Vipin Gogri
 407, Pagarw, S.V. Road
 Goregaon (W), Bombay-62

[Signature]
 S.V.G.

HE
 ly
 nd
 ste
 ser
 ch
 pal
 der
 ser
 the
 out
 the
 Urban
 after
 king
 title
 title
 1-
 exed
 said
 psum
 and
 elow:
 rnest
 and m)
 ely on

Irrevocably agrees not to object to any amended building proposals and/or plans which may be submitted or got sanctioned by the Builders for the purpose of utilising F.S.I. or additional further F.S.I. which may become available on the said lands/properties.


13. In the event of any portion of the said property being required by the Bombay Suburban Electric Supply Limited for putting up an electrical Sub-station, or by any other Government Body for putting up any other structure, the Builders shall be entitled to give such portion to the said Bombay Suburban Electric Supply Limited or any other Body for such purpose and on such terms and conditions as the Builders shall think fit.

14. In the event of a portion of the land being notified for set-back prior to the transfer of the property to a Co-operative Housing Society or a Limited Company or an Incorporated Body, the Builders alone shall be entitled to receive the amount of compensation for such set-back land or utilise the compensatory F.S.I. in lieu of such set-back land area.

15. Even after the possession, the Purchaser shall have no claim save and except in respect of the particular flat/shop/parking space hereby agreed to be acquired i.e. all open spaces, lobbies, staircases, common toilets, bathrooms, W.C.s etc., will remain the property of the Builders until the whole property is transferred to the proposed Co-operative Housing Society or a Limited Company or an Incorporated Body as hereinafter mentioned but subject to the rights of the Builders as mentioned herein.

16. It is hereby agreed that the Builders will be entitled to sell the flats/shops in the said building for the purpose of using the same for any residential or commercial activities permissible under Municipal rules including the other uses that may be permitted by M.C.G.B. or other authorities or Dispensaries, Nursing Homes and/or Maternity Homes, Coaching Classes etc. and the Purchaser shall not object to the use of flats/shops for the aforesaid purposes by the Purchasers thereof.

17. It is hereby specifically agreed that the Builders shall have unrestricted and permanent right to grant Right of Way/s or Access/es or Way Leave Permission/s from the said Property to any person or persons, party or parties, and shall execute necessary papers, documents etc. in favour of such person or persons, party or parties for granting such Right of Way/s, Access/es, or Way Leave Permission/s and that the coveyance shall provide covenant or covenants for Right of Way or Ways, Access or Accesses, Way Leave Permission/s granted in favour of such person/s or party/parties and that the Purchaser hereby agrees and covenants the said right of the Builders.


S.V.G.



by
s/
on
ing
user
her
uch
any
ing
the
ated
said
put
ited
with
ders
ance
cipal
ders.
lders
erty
rties
hich
Acts,
ional
n or
re or
htra,
reby

will be entitled to forfeit the amounts previously paid by the Pruchaser who will lose all rights in the said flat/shop/parking space agreed to be purchased by him/her.

21. Under no circumstances possession of the flat/shop/parking space shall be given by the Builders to the Purchaser unless and until all payments required to be made under this Agreement by the Purchaser have been made to the Builders.

22. The Builders shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first and paramount lien and charge on the said flat/shop/parking space agreed to be purchased by the Purchaser.

23. The Purchaser shall on receiving notice from the Builders to take possession of the flat/ shop/parking space agreed to be purchased by him shall deposit a sum of Rs. 3000/- (Rupees three thousand only), towards maintenance charges and Municipal taxes, deposit paid to the Municipal Corporation of Greater Bombay, deposit for payment to Bombay Suburban Electric Supply Limited etc.

[Handwritten signature]
[Handwritten signature]
S.V.G.

The aforesaid deposits shall be handed over to the Co-operative Society or the Limited Company or the Incorporated Body after deducting therefrom arrears and all refundable deposits paid by the Builders to Bombay Municipal Corporation and Bombay Suburban Electric Supply Limited and all other authorities and of ground rent, taxes and other expenses mentioned in the Annexure 'C' attached hereto.

24. The Purchaser shall over and above the deposit mentioned in the previous paragraph/ paragraphs on receiving notice to take possession pay the following sums to the Builders.

- (a) Rs. 250/- as share money and membership fees of the proposed society and Rs. 1/- as the entrance fee.
- (b) Rs. 1000/- (Rupees one thousand only) towards expenses for forming Co-operative Society and legal and other costs for transferring the property in favour of the proposed society or the Limited Company or the Incorporated Body. If the expenses for forming the Society and transferring the property to such Society exceed the aforesaid amount, then the Purchaser shall pay such further amount proportionately thereafter upon receiving notice from the Builders. Any stamp duty if payable on the conveyance in favour of the proposed Society or the Limited Company or the Incorporated Body shall be paid by the Purchaser in proportion to the same being allocable to the flat/shop/ parking space at the rates then prevailing to the Builders on receiving notice to take possession or upon receiving any notice at any time prior to the execution of the conveyance in favour of the proposed Society or the Limited Company or the Incorporated Body.

[Handwritten signature]
[Handwritten signature]
S.V.G.



all
be
on
ies
by
on
to
ce
ies
dy
he
all
ce
en
ed
ce
or
he
se

ed
g
le
nt
rs

30. The Purchaser shall maintain at his/her own costs the flat/shop/parking space agreed to be acquired by him/her in the same good condition, state and order in which it is delivered to him/her and shall abide by all bye-laws, rules and regulations of the Government, Municipality, Electric Supply Co. or any other authorities and Local Bodies and shall attend, answer and be responsible for all the terms and conditions contained in this Agreement.

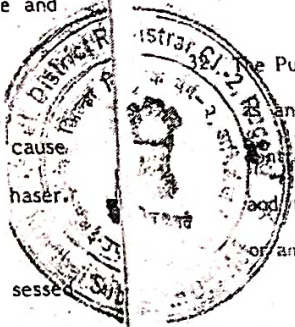
31. In case any security deposit is demanded by the Water Department of the Bombay Municipal Corporation before giving water connection to the proposed building, and/or by Bombay Suburban Electric Supply Limited for giving electric connection to the proposed building, the Purchaser shall contribute proportionately towards the payment of the said deposit.

The Purchaser hereby agrees to pay all the amounts payable under the terms of this Agreement and when they become due and payable, time in this respect being the essence of the contract. Further the Builders are not bound to give any notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.

33. If the Purchaser neglects, omits, or fails for any reasons whatsoever to pay the Builders any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations on his/her part herein contained or referred to, the Builders shall be entitled to re-enter upon and resume possession of the said flat/shop/parking space if possession is delivered prior thereto and this agreement shall cease and stand terminated and the earnest and/or deposit money and all other amounts already paid by the Purchaser to the Builders shall stand absolutely forfeited to the Builders and the Purchaser shall have no claim for refund or payment of the said earnest and/or deposit money and/or the said other amounts already paid by the Purchaser or any part thereof and the Purchaser hereby agrees to forfeit all amounts paid to the Builders and all his/her right, title and interest in the said flat/shop/parking space. The Purchaser shall also be liable to immediate ejection as a trespasser if possession is given prior to the fulfilment by the Purchaser of all terms and conditions as aforesaid. However the right given by this Clause to the Builders shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Builders against the Purchaser.

34. Without prejudice to the Builder's right of termination of Agreement and forfeiture of deposits/amounts paid by the Purchaser and other rights under this Agreement and/or in law, the Purchaser shall be liable to pay interest at the rate of 24 per cent per annum on all amounts due and payable under this Agreement if the same remain unpaid for seven days or more after becoming due.

ards
'C'
that
by
dah/
the
asers
e and
Cause
haser.
sessed
are of
EVER
ion or
t/shop
late of
r and
arking
lations
lemnify
to the
Electric
y other
ructure
ements
hall be
'parking
decision



S.V.G.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land situate at Kandivli (West) bearing C.T.S. No. 1068 Survey No.1A, Hissa Nos. 1, 2 & 4 (pt) in Village Kandivli, Taluka Borivli, Bombay Suburban District admeasuring 10769 Sq. Yds. equivalent to 9004.26 Sq.Mtrs. or thereabouts and bounded as follows :-

that is to say on or towards the North by C.T.S. No.1079, on or towards the East by C.T.S. No.1071, on or towards the South by C.T.S. No. 1066 and on or towards the West by C.T.S. No. 1029.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land situate at Kandivli (West) bearing C.T.S. No. 1068 Survey No. 1A, Hissa Nos. 1 & 2 in Village Kandivli, Taluka Borivli, Bombay Suburban District admeasuring 10285 Sq. Yds. equivalent to 8599.57 Sq. Mtrs. or thereabouts and bounded as follows :-

that is to say on or towards the North by C.T.S. No. 1079, on or towards the East by C.T.S. No.1071, on or towards the South by C.T.S.No.1066 and on or towards the West by C.T.S. No. 1029.

THE THIRD SCHEDULE ABOVE REFERRED TO :

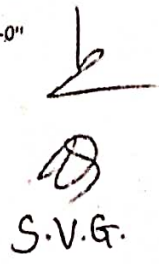
ALL THAT piece or parcel of land situate at Kandivli (West) bearing C.T.S. No. 1068, Survey No. 1A, Hissa No.4 (part) in Village Kandivli, Taluka Borivli, Bombay Suburban District admeasuring 484 Sq. Yds. equivalent to 404.69 Sq.Mtrs. or thereabouts and bounded as follows :-

that is to say on or towards the North by C.T.S. No.1079, on or towards the East by C.T.S. No. 1071 on or towards the South by C.T.S. No. 1066 and on or towards the West by C.T.S. No. 1029.

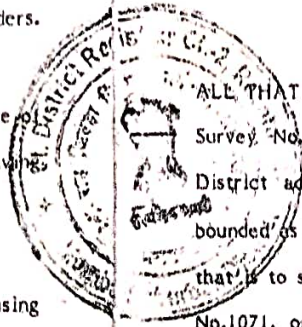
THE FOURTH SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land situate at Kandivli (West) bearing C.T.S. No. 1068, Survey No. 1A, Hissa Nos. 1 (part) & 2 (part) marked as C.T.S. No.1068/1 and admeasuring 6071 Sq.Mtrs. equivalent to 7260.86 Sq.Yds. or thereabouts and bounded as follows :-

that is to say on or towards the North by property bearing C.T.S. No.1069, on or towards the East by property bearing C.T.S. No. 1071, on or towards the South by proposed 44'-0" wide D.P.Road, on or towards the West by property bearing C.T.S. No.1029.


S.V.G.

the
nably
rms,
etc.
at or
aiver
ment
lders.
ite
aving
ousing
paring
r any
as the
g arid
mpany
spaces
duty,
ionate
im/her
ion of
r" and
er any
orities
eof to
urchase



aloesaid and the boundary walls of the buildings, compounds, terraces etc.

2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the buildings so enjoyed or used by the Purchaser as aloresaid.

The costs of service, repairs and maintenance of the lifts.

Maintenance of garden and recreation spaces.

The costs of the salaries of clerks, bill collectors, sweepers, watchmen etc.

6. The costs of working and maintenance of water pumps, lifts, water connections; lights and other services.

7. Municipal and other taxes including charges/taxes etc. for covering the balcony/balconies/verandah.

8. The expenses incurred including the actual costs for providing Electricity Sub-station, laying and providing of Electric Cables to the said property as per rules and regulations of B.S.E.S. Ltd.; or other Authorities.

9. Insurance of the Buildings.

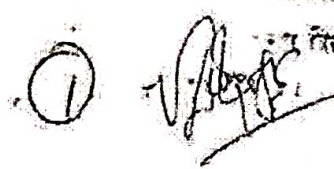
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

S.V.G.

1) श्री. विपीन डी. गोवारी - धर्या - 38 वर्ष - सा 700
पगार एक. सी. डोर. गौरांग (प) 82

2) श्री. श्री. विपीन गोवारी - एकमात्र 38 वर्ष
सा न. 94100

.....
.....
.....
.....

1) 

2) Smita V. Gogri

1) श्री. मार-राव भाटीया - नोकरा सा. पोरखण्णार को. धर्या

2) श्री. ल. के. मुन्शी - सा. सा. के. 26 धर्या

.....
.....
.....

R. L. Bhatia.

C92-C  मुंबई नगरपालिका

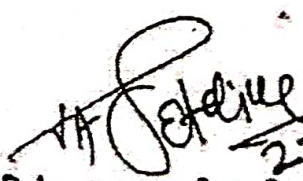
7 

सहायक नगररचनाकार मौरंगाबाद

मुंबई नगरपालिका अर्थी/वित्तिली/मुंबई स्यानी
सर्व दस्तार्तित निकतीवे वाजारमावने गुला
सु. 89 99 00, इतके निधीत को अक्षर स्यानी
न्युन आकरीत सु. सु. सु. 7. 99 99, सा. सी
सु. 14 20, सा. व दंड सु. 11 00, लुसुने
घरान क्र. 01 48 66, वि. 01 48 66, 01 4 866
अन्वये वसूल करलेत आले

20/11/08

अभय योजना 2008


27/11/2009
मुम्बई निबंधक व प्रशासकीय अधिकारी
मुंबई उपनगर जिल्हा

UT-9973e/ce

DATED THIS 5th DAY OF December 1989

list (20)

M/s. JAYANTILAL INVESTMENTS
&

Mr. Vipin D. Gogri 4.
Mrs. Smilā Vipin Gogri

AGREEMENT FOR SALE
FLAT/SHOP/ No. e/103

Handwritten notes and a small table:
Handwritten: 2102/0e
Table:
ADM
S/11
1W

SD 2470
5-12-89

Sy Kardamail

Agent for Sale

2,147,000

Adm 2470
35/09 40
5/2/09 2510

Handwritten notes and calculations:
y/2/0e
2e9-309
2e40