
A G R E E M E N T

For

**SALE OF GALA / SHED
IN BUILDING NO. 5**

S A N J A Y

At

**ANDHERI-KURLA ROAD,
(Mittal Estate)
BOMBAY.**



AGREEMENT

ARTICLES OF AGREEMENT made at Bombay this ^{19th} day
of ~~April~~ One Thousand Nine Hundred and ~~Eighty Four~~

BETWEEN MESSRS SANJAY CORPORATION, a partnership firm registered under the Indian Partnership Act 1932 and carrying on business at Mittal Tower, 16th Floor, 'B' Wing, Nariman Point, Bombay-400 021. hereinafter called "The Sellers (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or persons for the time being of the said firm the survivor or survivors of them the heirs executors and administrators of the last survivor their or his assigns) of the One Part AND ^{Mr. N. N. Mehra & Mr. R. M. Bector}

residing at

^{123/B Mittal Tower, Nariman Point}
^{Bombay - 400021} of Bombay Indian inhabitant

hereinafter called "The Buyers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs executors administrators and permitted assigns) of the Other Part :

WHEREAS :

- (i) By an indenture of lease dated the 6th April 1968 between Bhagwat A. Devidayal & others (therein and herein called the lessors) of one part and M/s. Mittal Estate (wherein and herein after called the lessee) of the other part for the lease amount therein mentioned, the lessors granted a lease in to the lessee the land hereditaments and premises situated at Andheri-Kurla Road and more particularly described in the 9th schedule there under as also in the first schedule herein.
- (ii) M/s. Mittal Estate being the lessee therein agreed to grant a sublease under a sub-lease agreement dated 20-3-78 of a part of a land described in the second schedule herein written to Balkishan Podar & Omprakash Mittal Partners of M/s. Sanjay Corporation to be called sellers herein, on the terms and conditions mentioned in the said agreement of sub lease dated 20-3-78.

*Am
Narinder
Kishore*

*Am
Narinder
Kishore*

- (iii) The Sellers have evolved a scheme for construction of a building on the portion of the said land hereditaments and premises more particularly described in the Second Schedule hereunder written consisting of gala/shed for giving and/or selling such gala/shed on ownership basis.
- (iv) The Sellers are now constructing the said building consisting of galas on the said plot of land more particularly described in the second Schedule hereunder written forming part of the land hereditaments and premises described in the First Schedule hereunder written.
- (v) Separate agreements will be entered into by the Sellers with persons who agree to take up and acquire such galas on ownership basis on the same terms and conditions as are herein contained except and subject to such modifications as would be necessary or thought desirable by the Sellers.
- (vi) It is agreed that if one or more of such galas are not taken or acquired by any person other than the Sellers at the time the building is ready for occupation the sellers will be deemed to be owners thereof until such galas are agreed to be sold by the Sellers.
- (vii) The Buyer/s has/have agreed to purchase and acquire from the Sellers gala No. 39 — on the ground floor in wing of the said building at the price and subject to the terms, provisions and conditions hereinafter contained. The built up area of said gala is... 855sq. ft.
- (viii) The Buyer/s has/have taken inspection of the said hereinbefore recited lease dated 6th April 1968 and is/are fully conversant with the terms and covenants and conditions therein contained
- (ix) The Sellers have supplied to the Buyer/s such of the documents mentioned in the Maharashtra Ownership Flats Rules (hereinafter called 'the said Rules') as demanded by the Buyer/s.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN the parties hereto as follow :—

1. The Sellers are constructing the said building on the said piece or parcel of land situated at Andheri Kurla Road, Bombay and more particularly described in the second Schedule hereunder written (hereinafter for brevity's sake referred to as 'the said plot') in accordance with the plans and specifications which have been kept at the building site for inspection and which the Buyer has seen and approved and has also agreed that the Sellers may make such variations and modifications as may be required to be done by the Bombay Municipal Corporation or any other local authority.

2. The Buyer has prior to the execution of this Agreement satisfied about the title of the Sellers to the said plots and he/she/they shall not be entitled to investigate title of the Sellers and no requisition or objection shall be raised on any matter relating thereto. A copy of the certificate of title issued by Mrs. P. A. Chotrani — Advocate is hereto annexed and marked Ex. 'A'.

3. The Buyer hereby agrees to acquire gala No. 39 — on the floor of the said building as per the Plans and specifications seen and approved by him/her/them at or for the price of Rs. 213750/- (Rupees which shall be paid in the manner given below:—

(a) By the payment of Rs. 35000/- — of the purchase money as the earnest money on the execution of this Agreement;

(b) The balance of the purchase price in the manner indicated below :

- (i) Rs. 50000/- on or before the 5th May 84
 (ii) Rs. 50000/- on or before the 5th June 84
 (iii) Rs. 50000/- on or before the 5th July 84
 (iv) Rs. _____ on or before the _____
 (v) Rs. _____ on or before the _____
 (vi) Rs. _____ on or before the _____
 (vii) Rs. _____ on or before the _____
 and balance or

Rs. 28750/- on the date of the possession of the said gala / shed is delivered to the Buyer. The time for payment of each of the instalments mentioned above shall be of the essence of the contract.

4. The Sellers agree to hand over the possession of the said gala to the Buyer on or before the 31st Decembar 1986 subject however to the availability of cement, steel or other building materials and subject to any act of God such as earth quake, floods or other cause beyond the control of the Sellers.

5. 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 building thereon such grant to take place only upon the transfer by a formal Sub-lease of the said plot and building thereon to a Limited company or a Co-operative Society to be formed as hereinafter mentioned.

6. The purchaser doth hereby convent with the Builders that the Purchaser shall duly and punctually pay the above mentioned instalments within the Period stipulated in clause 3 hereinabove, time being the essence of the

M. M. Chatterjee
Secretary

M. M. Chatterjee
Secretary

contract, on failure of payments of any of the said instalments as aforesaid or on any breach being committed by the purchaser of the terms and conditions herein mentioned or non-observance thereof, this agreement shall, at the option of the Builders, come to an end and all the amounts paid by the Purchaser shall stand forfeited and the purchaser shall have no claim against the Builders or the said premises.

7. Without prejudice to all other rights under this agreement or in law, purchase shall be liable to pay interest at the rate of 18% per annum on all the amounts which shall remain due and outstanding after a period of seven days from the date of their becoming due.

8. The Buyer shall have no claim save and except in respect of the particular gala hereby agreed to be acquired i.e. all open spaces lobbies staircases until the whole property is Sub-leased to the proposed Co-operative Society or a Limited Company as hereinafter mentioned.

9. The sellers shall have right to raise storeys or put up additional structures on the said plot of land as may be permitted by Municipal and other competent authorities until the whole property is sub-leased to a proposed Co-operative Society or a Limited Company as hereinafter mentioned till then such additional storeys or structures will be the sole property of the Sellers who will be entitled to dispose them of in any manner they choose and the Buyer hereby consent to the same.

10. Provided that the sellers do not in any way affect or prejudice the right hereby granted in favour of the Buyer/s in respect of the gala agreed to be purchased by the Buyer the Sellers shall be at liberty to sell assign or otherwise deal with or dispose of their right title and interest in the said plot of land and the building hereafter to be constructed thereon.

11. As soon as the building is notified by the Sellers as complete each of the gala holders including the Buyer shall pay their respective arrears or price payable by them within 7 (seven) days of such notice served individually or put at some prominent places in the said building. If any of the gala holders including the Buyer fails to pay the arrears as aforesaid the Sellers will be entitled to forfeit the amounts previously paid by such defaulting gala holder who shall forfeit all rights and interest in the gala/shed agreed to be taken by him/her/them.

12. The Purchaser shall keep deposited with Builders before taking possession of the said premises the amount calculated at Rs. 5/- per sq. foot towards (i) proportionate share of expenses and outgoings mentined in Schedule III hereunder (ii) Proportionate share of legal costs, charges and expenses as contemplated in various clauses herein this agreement, Rs. 1000/- towards share Money and proportionate share of expenses in connection with the formation of the Society or the Corporate Body. The

aforesaid amounts of deposit shall not carry interest and will remain with the Builders until the lease or assignment is executed in favour of The Society or the Corporate Body and the said deposits shall then be paid over to the Society or the Corporate Body after deducting therefrom the arrears of outstandings expenses. The Purchaser will not ask for the adjustment of the deposit against the expenses, Municipal taxes, ground rent and other outgoings.

13. Under no circumstances possession of the premises shall be given by the Builders to the Purchaser unless and until all payments (including deposits, maintenance Charges, premium taxes, rent etc.) required to be made under this agreement by the Purchaser have been made to the Builders.

14. The Purchaser binds himself/herself to pay regularly every month by the 5th of each month to the Builder until the lease or assignment of the said property is executed in favour of the society or the Corporate body as aforesaid his/her proportionate share of the outgoing expenses and ground rent or lease money. The said payments is provisionally fixed at 60 Paisa per sq. foot per month and is subject to revision by the Builders when depending on the actual approximate outgoings at the time of delivery of possession of the said premises to the Purchaser. The decision of the Builders regarding such quantum and the apportionment of the same among various Purchasers of premises is conclusive and binding on all Purchasers. The Purchaser hereby agrees and undertakes that he shall be bound and liable to pay the Builder his proportionate share of Municipal Tax and other outgoings payable by him in respect of the said premises from the date of possession as informed by the Builder, and it is expressly agreed that the same is payable by the purchaser to the Builder, whether same is payable by the Builder to the Corporation or not, i. e. in case the Builders obtain any benefit in Municipal Tax of premises such benefit will accrue only to the Builder.

15. Under no circumstances possession of the gala/shed will be given by the Sellers to the Buyer unless and until all payments required to be made under this agreement by the Buyer have been made to the Sellers.

16. The Sellers shall in respect of any amount paid up by Buyer under the terms and conditions of the Agreement have a first lien and charge on the said gala/shed agreed to be acquired by the Buyer.

17. The Buyer hereby agrees to contribute his/her/their proportionate share towards the costs expenses and outgoings in respect of the matters specified in the Third Schedule hereto.

18. So long as each gala/shed in the said building shall not be separately assessed the Buyer/s doth hereby agree to pay such proportionate part of the assessment in respect of the entire building as may be provisionally determined by the sellers whose decision shall be final and binding upon the Buyer/s.

19. The Buyer hereby agrees that in the event of any amount by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax payment of a similar nature becoming payable by the Sellers the same shall be reimbursed by the Buyer to the sellers in proportion to the area of the gala/shed agreed to be purchased by the Buyer i.e. on the basis of F.S.I. consumed on the building and not on the basis of area of the plot and in determining such amount the decision of the Sellers shall be conclusive and binding upon the Buyer.

20. The Buyers shall maintain at his/her/their own costs the gala/shed agreed to be acquired by him/her/them in the same good conditions state and order in which it is delivered to him/her/them and shall abide by all bye-laws rules and regulations of the Government, Bombay Municipal Corporation and Bombay Suburban Electric Supply Ltd., or any other authorities and local bodies and shall attend answer and be responsible for deviation or violation of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

21. The Buyer hereby agrees to pay all amounts payable under the terms of the agreement as and when they become due and payable, time in this respect being essence of the contract. Further the Sellers are not bound to give a 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.

22. The Buyer hereby covenants with the Sellers to pay the amounts liable to be paid by the Buyer agreed under this Agreement and to observe and perform the covenants and conditions contained Agreement and in the said lease and to keep the Sellers indemnified against the non-observance or non performance of the said covenants and conditions except in so far as the same ought to be observed by the Sellers and also against payment of all outgoing including Municipal taxes, lease rent assessments, betterment charges premium etc. hereinbefore mentioned.

23. The Sellers declare. that the plot is not sub-divided for the rest of the land and the purchasers and/or the Society shall not raise any objection on the ground that the Sub-division of the land hereby agreed to be leased from the remaining land has not been sanctioned by the

Bombay Municipal Corporation and they shall not be bound to obtain Sub-lease of the said land and buildings thereon without insisting on such Sub-division. The Buyer hereby agrees and undertakes to be a member of such Co-operative Society Limited or a Limited Company to be formed of the buyers of all sheds in the said building and also from time to time sign and execute the application for registration and other papers and all such documents as are necessary for the formation and registration of the said society or a limited company and shall duly fill in sign and return the said application papers and other documents within 10 days of the same being forwarded by the Sellers if any changes or modifications are made in the draft bye laws or in the Memorandum and Articles of Association the Buyer shall not raise any objection to such changes or modification. The Buyer shall be bound from time to time to sign all papers and documents and to do all other things as the Sellers may require for safeguarding the interest of the Sellers and of the other buyers of the gala/sheds in the said building Failure to comply with the provisions of this clause will render this agreement ipso facto come to an end and all monies paid by the Buyer shall stand forfeited by the Sellers.

24. After the said building is complete and ready and fit for occupation and after the said Society or Limited company is incorporated and registered and after all the gala/sheds in the said building have been sold and disposed off by the Sellers and after the Sellers shall have received all dues payable to them under the terms of their Agreement with Buyers of all-gala/sheds the Sellers shall execute a Sub-lease of the said plot of land more particularly described in the Second Schedule hereunder written together with building thereon in favour of such Co-operative Society or a Limited Company.

25. The Sellers declare that the Sellers have utilised the floor space index in respect of the construction of building on the said plot more particularly, described in the Second Schedule hereunder written out of the floor space index available in respect of the open plot of land of the lessor that is to say the Sellers have utilised more floor space index out of the other land than the Index available in respect of the plot of land described in the Second Schedule for the construction of the building on the plot of land more particularly described in the Second Schedule hereunder written. The Buyer and/or the said Society however shall not be entitled to claim ownership of the said plot of the lessor on the ground that the Seller have utilised floor space index available in respect of the open plot of land of the lessor and Buyer has agreed to purchase the said gala and the sheds with full notice of the facts herein stated.

26. The Buyer hereby covenants to keep the gala/shed walls and partition walls, sewers, drains pipes and appurtenances thereto belonging in good tenantable repair and condition and in particular so as to support shelter and protect the parts of the building other than his/her/their gala/shed.

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/her/their gala/shed nor assign, underlet or part with/her/their interest under or the benefit of this Agreement or any part thereof till all his/her/their 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 with any of the terms and conditions of this Agreement and until he/she/they obtain previous consent in writing of the Sellers.

28. The Buyer shall not use the said gala for any purpose other than for which the said gala is agreed to be acquired by him/her/them except with the Written permission of the Sellers.

29. The Buyer will not at any time demolish or cause to be demolished the gala/shed or any part thereof agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature to the said gala/shed or any Part thereof.

30. After the possession of gala/shed is handed over to the Buyer if any additions or alterations in or about or relating to the said building are there after required to be carried out by the Government, Municipality or any statutory authority the same shall be carried out by the Buyer in co-operation with the purchasers of the other gala/shed in the said building at his/her/their own costs and the Sellers shall not be in any manner liable or responsible for the same.

31. The Buyer shall not do or permit to be done any act of thing which may render void or any insurance of the said building or cause any increased premium to be payable in respect thereof.

32. The Buyer shall not decorate the exterior of his/her/their gala otherwise than in a manner agreed to be with the Sellers or in the manner as near as may be in which the same was previously decorated.

33. The Buyer shall not throw dirt, rubbish or other refuse or permit the same to be thrown in his/her/their gala or in the compound or any portion of the building.

34. The said building shall always be known as "MITTAL ESTATE BUILDING No. 5" and this name shall not be changed without written permission of the Sellers.

35. In the event of the Society or Limited Company being formed and registered before the sale and disposal by the Sellers of all the galas in the said building the powers and authority of the Society or Limited

Company so formed of the Buyers and other purchasers of the gala shall be subject to the over all authority and control of the Sellers over all or any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Sellers shall have absolute authority and control as regards the unsold galas and the disposal thereof.

36. Any delay or indulgence by the Sellers in enforcing the terms of his agreement or any forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Sellers of any breach or non compliance of any of the terms and conditions of this agreement by the Buyer nor shall the same in any manner prejudice the rights of the Sellers hereunder.

37. 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.

38. If the Buyer neglects, omits or fails for any reason whatsoever to pay to the Sellers any of the amounts due and payable by the Buyer under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Buyer shall in any other way fail to perform or observe any of the covenants and stipulations on his her/their part herein contained or referred to, the Sellers shall be entitled to re-enter upon and resume possession of the said gala and everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Buyer to the Sellers shall stand absolutely forfeited to the seller and the Buyer shall have no claim for refund or re-payment of the said earnest money and/or the said other amounts already paid by the Buyer or any part thereof and the Buyer hereby agrees to forfeit all his/her/their right title and interest in the said gala and all amounts already paid and in such event the Buyer shall also be liable to immediate ejection as a trespasser but the right given by this clause to the Sellers shall be without prejudice to any other rights remedies claims whatsoever at law or under this Agreement of the Sellers against the Buyer, PROVIDED FURTHER that if the Agreement is terminated by the Sellers in pursuance of this Clause before possession of the gala is given to the Buyer, the Sellers shall also be entitled to sell and dispose off the gala to any Third Party at the risk of the Buyer and to appropriate the purchase price thereof.

39. All costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company as well as the costs of preparing, engrossing, stamping and registering all the Agreements, transfer deed or Deed of Conveyance or any other document or documents required to be the Sellers or the Buyer as well as the entire professional costs of the

attorneys of the Sellers in preparing in and approving all such documents shall be borne by the Society or Limited Company or proportionately by all the holders of flats in the said building. The Sellers shall not contribute anything towards such expenses. The proportionate share of such costs charges and expenses payable by the Buyer shall be paid by him/her/them immediately on demand.

40. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act 1963 and Maharashtra Ownership Flat Rules 1964 or any other provisions of Law Applicable hereto.

41. The Buyer hereby agrees to contribute Rs. 10/- (pees ten) per square feet as his share towards the cost, expenses in respect of electric cable to be installed on the ground floor of the building. The same is to be paid at the time of taking possession.

42. It is agreed that till the Society or the Corporate Body is formed the Purchaser shall insure and keep insured his/her said premises against loss or damage by fire in the full value thereof in the joint names of the Builders and Purchaser whenever required produce to the Builders the Policy or Policies of such insurance and the receipt for the same and in the event of the premises being damaged or destroyed by fire as soon as reasonably practical to lay out the insurance money in the repair, rebuilding or reinstatement of the said premises. In the event of the Building being insured by the Builders the Purchaser agrees, to reimburse the Builders with the proportionate share of the insurance premium. The Purchaser shall not do or cause to be done any act or thing which may render void or voidable any insurance if any premises in the said building or cause any increased premium to be payable in respect thereof.

43. (a) The Purchaser along with such other Purchasers who shall have taken, Purchased or acquired other premises in the said building shall from themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or a Limited Company under and in accordance with the provisions of the Companies Act, 1956, as the case may be. The said Society or the said Limited Company shall be known by such name as the Registrar of Co-operative Societies, Maharashtra or the Registrar of Companies, Maharashtra, as the case may be approved. The Purchaser shall be co-operative with the Builders in forming registering and incorporating the said Society or the said Limited Company, as the case may be, and shall sign all necessary papers, and documents and do all other acts things as the Builders may require him to do from time to time in that behalf and for safeguarding or better protecting the interest of the said society or the Limited Company, as the case may be and of the other purchasers of the premises in the said building.

- (b) Once the said society or the Limited Company, as the case may be, is registered the rights of the premises, holders as the Purchasers of the premises, shall be recognised and regulated by the Bye-laws of the said society or the Co-operative Body or the Memorandum of articles of Association of the said Limited Company as the case may be.

44. The Purchaser shall immediately after the execution of this Agreement lodge the same for registration with Sub Registrar of Assurance and shall within two days after lodging the same intimate to the Builders of having done so. If the Purchaser fails to lodge this Agreement for registration the Builders shall not be responsible for the non-registration of the said Agreement and consequences arising thereon.

45. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the right of the Builders.

46. The Purchaser hereby agrees and undertakes that, he shall be bound and liable to pay the Builders his proportionate share on the basis of ground rent and other taxes, charges, etc. payable by him in respect of the said premises in accordance with the provisions of Clause 14 hereof it is expressly agreed that in case the Builders obtain any benefit in Municipal tax such benefit will accrue only to the Builders.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of agricultural land situate lying and being at Marol in Taluka Andheri of Bombay Suburban District and in the Registration Sub-District of Bandra and bearing Survey Nos. and Hissa Nos. as under :—

PART I

<u>SURVEY NO.</u>	<u>HISSA NO.</u>	<u>SURVEY NO.</u>	<u>HISSA NO.</u>
84	5	87	3C
84	6	85	1 (part)
84	9	N.A.S. No. 2	
84	10	87	2A
84	11	86	21
86	4 (part)	87	2B
86	7 (part)	87	3B
86	9 (part)	87	3D
86	10	85	3 (part)
86	11	86	1 (part)
86	12 (part)	86	8
86	14	86	15
86	17	86	16
87	3A		

PART II

Survey No. 84, Hissa No. 8.

ALL the properties described in part I and part II together admeasuring in all 75935 square Yards i. e. 63491.32 Square metres or thereabouts and bounded as follows: that is to say on or towards the North by the Andheri-Kurla Road. On or towards the South partly by the Mithi Nadi and partly by Survey No. 86, Hissa Nos. 18, 20 and 22. On or towards the East partly by Survey No. 84, Hissa Nos. 1, 3, 4 and 12 partly by Survey No. 82, partly by Survey No. 84, Hissa No. 7 and Survey No. 86, Hissa No. 9, (part) and Hissa No. 12 (part) and partly by Mithi Nadi and on or towards the west partly by Survey No. 25, Hissa No. 1 (part) 2, 3 (part) and Hissa Nos. 4, 8 and Partly by Survey No. 86, Hissa Nos. 5 (part) 7 (part). 1 (part), 4 (part) partly by Survey No. 87, Hissa No. 1 and partly by Survey No. 86, Hissa No. 18.

THE SECOND SCHEDULE ABOVE REFERRED TO :

All those pieces and parcels of Agricultural land or ground situate at lying being at Marol in Taluka Andheri of Bombay Sub-District within the Registration Sub-District of Bandra, District Bombay Suburban in Greater Bombay bearing Survey No. and Hissa Nos. as under :-

<u>SURVEY NO.</u>	<u>HISSA NO.</u>
86	17 (part)
87	3D (part)
87	3C (part)
87	3B (part)
87	2B (part)
87	2A (part)
86	22
86	21

and admeasuring in aggregate 22000 sq. yds. equivalent to 18394.86 square meters or thereabouts and bounded as follows :- that is to say on or towards the east by a Nala, on or towards the North partly by a Private property of the same estate of the Sub-lessors, partly by Survey No. 87 Hissa No. 3B, partly by Survey No. 87 H. No. 2B (part), on or towards the west by partly by Survey No. 86 Hissa No. 1, partly by Survey No. 87, Hissa No. 1 and partly by Survey No. 86 Hissa No. 18 and on or towards South partly by NALA and partly by Survey No. 86, Hissa No. 20 and partly by Survey No. 86 Hissa No. 18.

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintenance, repairing, redecorating etc. of the main building 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 and enjoyed or used by the Buyer in common with the other occupiers of other flats and the maintenance passages, landings and staircases of the building as enjoyed by the Buyer or used by him/her/them in common as aforesaid and the boundry walls of the building compound terraces etc.

- 2. The costs of cleaning and lighting the passages, landings staircases and other part of the building or enjoyed by the Buyer in common as aforesaid, as well as cost of Maintanance of water pump & Electric charges.
- 3. The costs of decorating the exterior of the building.
- 4. The costs of the salaries of clerks, bill collectors, chowkidars, sweepers etc
- 5. Ground Rent.
- 6. Municipal and other taxes including betterment charges if any.
- 7. Insurance of the building.
- 8. Such other expenses as are necessary or incidental for the maintenance upkeep of the building.
- 9. The costs of working and maintenance & electric charges of Lifts in wing B for the occupants of wing B only.

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

SIGNED SEALED AND DELIVERED
by the withinnamed Sellers

Messrs. SANJAY CORPORATION
in the presence of

For Sanjay Corporation

[Handwritten Signature]
Partner

SIGNED SEALED AND DELIVERED
by the withinnamed Buyers

in the presence of

full
4 *[Handwritten Signature]*
6 *[Handwritten Signature]*

EXHIBIT - 'B'

AMENITIES AND SPECIFICATIONS FOR BUILDING

1. R.C.C. Construction with outer brick walls 9" thick and interior brick walls 4/2" thick.
2. All Masonry work plastered with white wash.
3. R.C.C. Staircase from ground to Terrace floor.
4. Open plumbing arrangement inside the Bath rooms with a tap and a washbasin and a comode.
5. Steel doors and windows to all Galas.
6. Lift of approved make for 2nd floor only.
7. Glazed tiles upto 4' height in bath room.
8. R.C.C. guard wall on all the sides of the balconies.
9. Indian patent stone flooring in all Galas.
10. Overhead R.C.C. water tank of required size as per Bombay Municipal Corporation rules.
11. Underground water tank as per Bombay Municipal Corporation rules.

Mrs. P. A. CHOTRANI

LL. B.

ADVOCATE HIGH COURT

Phones Off. 224012, 224028

Mittal Tower, 'B' Wing,
16th Floor, 210, Nariman Point
BOMBAY-400 021.

TO WHOMSOEVER IT MAY CONCERN :

By Lease dated the 6th day of April 1968 Devidayals, inter alia, Leased the properties mentioned in the Schedule hereunder written to Shri Gouridutt Mittal and others for a term of 98 years at the rents and upon the terms and conditions therein mentioned. The said Lease dated 6th day of April 1968 which was executed on behalf of the said Ramkishan Amirchand Devidayal then a minor by his mother and natural guardian Nandrani Amirchand, was confirmed by the said Ramkishan Amirchand Devidayal on his becoming major by a Deed of confirmation dated 8-4-1969.

By an Agreement for Sub-lease dated 20-3-78 the said Gauridutt Mittal and Others have agreed to grant to Balkrishna Poddar and Others a Sub-Lease a portion of the said lands admeasuring about 22,000 square yards or thereabouts for the term of 86 years upon the terms and conditions contained in the said Agreement.

We certify that the properties mentioned in the Schedule hereunder written are free from incumbrances and the said Balkrishna Poddar and others have good possessory title to the said lands admeasuring 22,000 square yards or thereabouts.

SCHEDULE ABOVE REFERRED TO :

All those pieces and parcels of Agricultural land or ground situate at lying being at Marol in Taluka Andheri of Bombay Sub-District within the Registration Sub-District of Bandra, District Bombay Suburban in Greater Bombay bearing Survey No. and Hissa Nos. as under :-

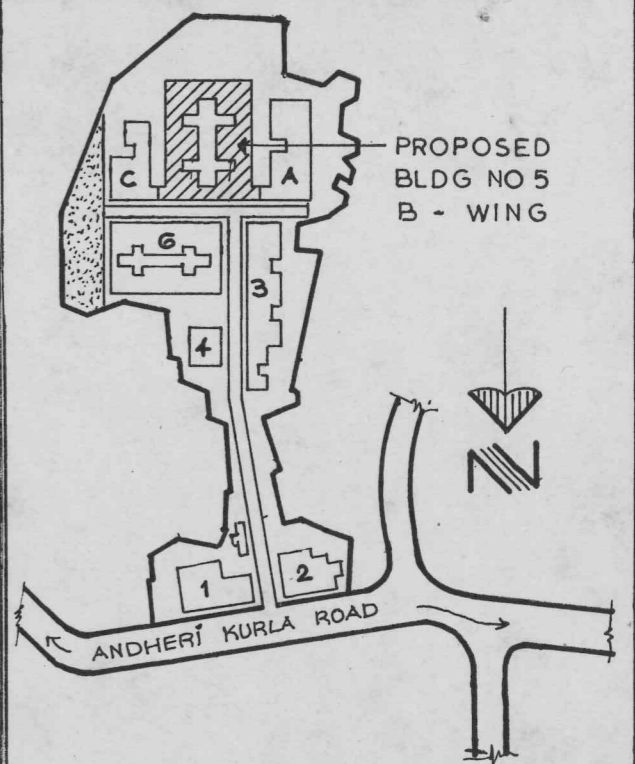
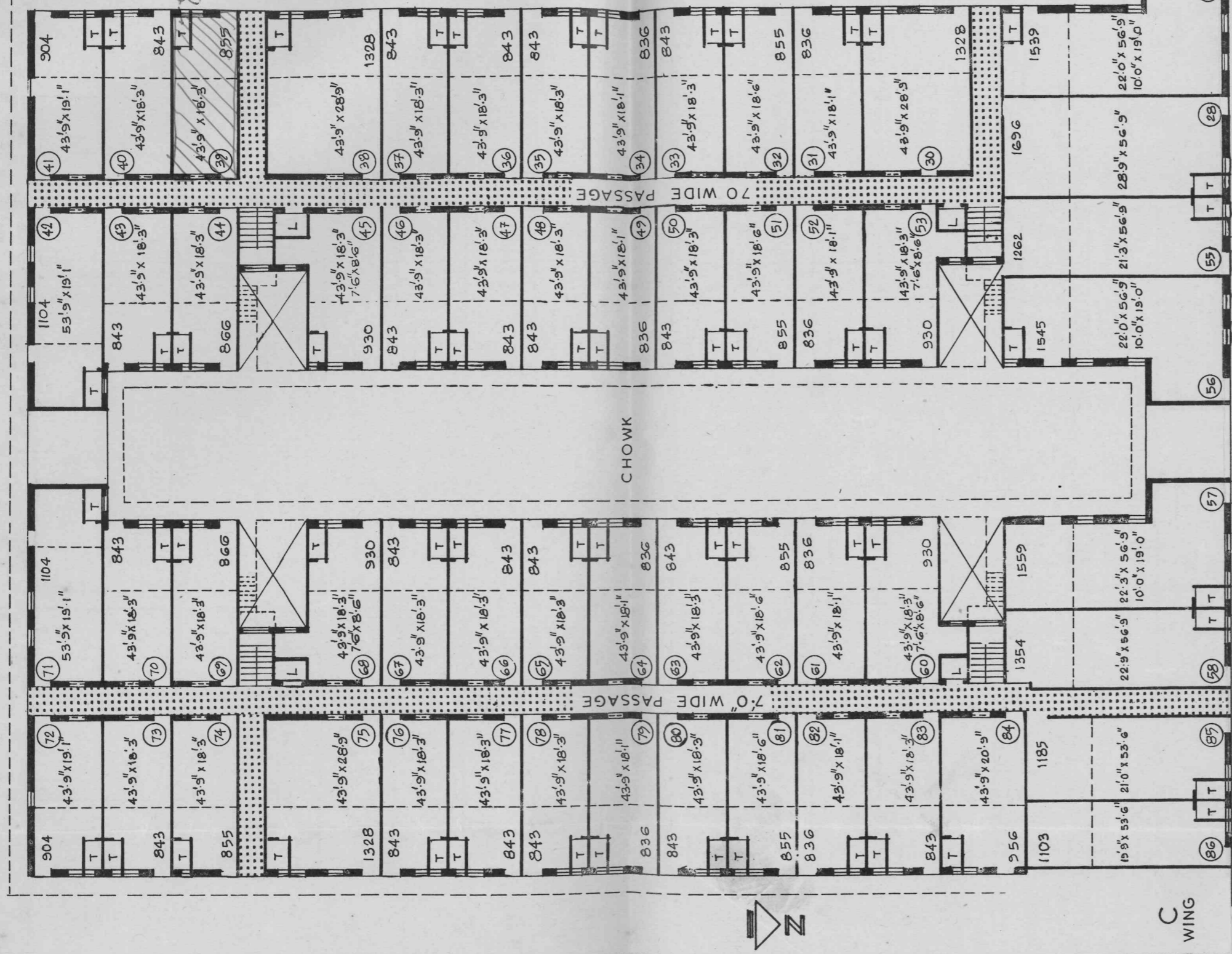
<u>SURVEY NO.</u>	<u>HISSA NO.</u>
86	17 (part)
87	3D (part)
87	3C (part)
87	3B (part)
87	2B (part)
87	2A (part)
86	22
86	21

and admeasuring in aggregate 22,000 sq. yds. equivalent to 18394.86 square meters or thereabouts and bounded as follows :- that is to say on or towards the east by a Nala, on or towards the North partly by a Private property of the same estate of the Sub-lessors, partly by Survey No. 87 Hissa No. 3B, partly by survey No. 87 H. No. 2B (part), on or towards the west by partly by Survey No. 86 Hissa No. 1, partly by Survey No. 87, Hissa No. 1 and partly by Survey No. 86 Hissa No. 18 and on or towards South partly by Nala and partly by Survey No. 86, Hissa No. 20 and partly by Survey No. 86 Hissa No. 18.

Sd./-

P. A. CHOTRANI

Yela No 39
Sanjay Building



GROUND FLOOR PLAN
 B WING BUILDING NO. 5

NOTE
 BUILT UP AREA OF EACH WORK SHOP
 INCLUDES CARPET AREA & AREA OF
 WALLS ONLY

MITTAL

MITTAL TOWER 16TH FLOOR
 B WING NARIMAN POINT
 BOMBAY 4000 21.
 TELEPHONE 22 40 12

**Sanjay
 Building No 5**

ANDHERI KURLA ROAD
 ANDHERI (WEST)
 BOMBAY 40 00 72

B.N. SHAH & ASSOCIATES
 architects

EAST WEST BUILDING
 49 BOMBAY SAMACHAR MARG
 BOMBAY 40 00 23

INTERNAL ROAD

ENTRANCE