

वे.का.पु.-२०,००,०००-१०-२००१-पीएच.९-वि (नय) ७२० (मिळा)
 नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,
 महाराष्ट्र राज्य

नमुना म. को. नि. ६
 [नियम ११२ पहा]
 चलन क्रमांक

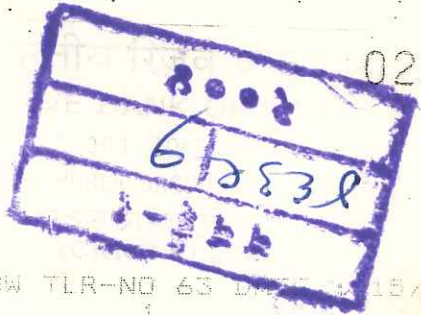
क्रमांक नं. ६१०२००२००३

या ठिकाणी कोषागारत / उत्कीर्णागारत भरण्यात आलेल्या रकमेचे चलन
 भारतीय स्टेट बँकेमध्ये / भारतीय रिझर्व बँकेमध्ये

भरणा करणाऱ्याचे पत्तयथाने	विभागीय अधिकार्याने किंवा कोषागाराने भरवयाचे	कोषागाराने/उपकोष पातले/ भारतीय रिझर्व बँकेने भारतीय स्टेट बँकेने/हव्हाबाद स्टेट बँकेने भरवयाचे
जिच्यावतीने रकम भरण्यात आली आहे त्या व्यक्तीचे नाव/परनाम आणि पत्ता Shree Maheshwar Resorces Pvt 74, Dapster Cuffs parade Mumbai 40005	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग	रकम मिळाली. ३०,०००/- रुपये (आकड्यात) Thirty thousand
भरणा करणाऱ्यासंबंधीच्या प्राधिकारापत्राचा तपशील आणि भरणा करणाऱ्याचा उद्देश दत्तदेवच नोंदणी फी	प्रधानशीर्ष : ००१० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी	कोषपातळ्यावरील रकमेचे बँक फोट, मुद्रांक-400 001. लेखापातळ्यावर क.
भरणा वेळेलेली रकम रुपये ३०,०००/- (अक्षरी) रुपये Thirty thousand only	संगणक संकेतांक 0 0 3 0 0 1 5 2 0	दिनांक 15 JUN 2004 कोषागार/उपकोषागार अधिकारी/बँकेचा व्यवस्थापक शक्तिधर हस्ताक्षरकर्ता
भरणा करणाऱ्याची स्वाक्षरी दिनांक 11/06/2004 Sanku	बरोबर आहे, तसे स्वाक्षरीचे व पावती याची. दिनांक: 15 JUN 2004	दिनांक: 15 JUN 2004

* येथे कोषागारत/बँकेत रकम भरण्यात आल्याची प्रत नोंदणी विभागाच्या अधिकार्यांना स्वारी मिळू नये असावा.

[क. मते पहा]



0257547

USR-ID JBW TLR-NO 63 DATED 15/06/2004

6182002003
 0000 STAMPS AND REGISTRATION
 MAHESHWARRESOURCES PVT LTD
 *****38,000.00

Rs. thirty thousand only

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : 63027

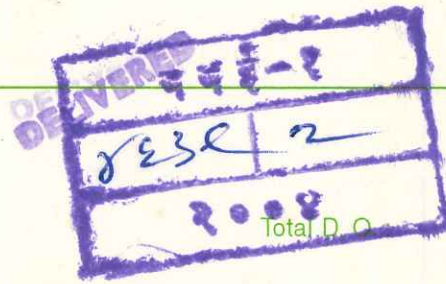
Receipt Date : 10-JUN-04

Received From SHREE MAHESHWAR RESOURCES PVT LTD

On Account of SALE OF STAMPS

Counter No. CNT-2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
DD	70962	09-JUN-04	DEVELOPMENT CO-OP. BANK LTD. (DCB)	0	5,548,750.00



Case No. :

Lot No. :

Lot Date :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)
1	SPECIAL ADHESIVE 	1	5548750	5,548,750.00
Total :				5,548,750.00

Rs. 5548750

Rupees : Fifty Five Lakh Forty Eight Thousand
Seven Hundred Fifty only

Cashier / Accountant

 Signature / Designation
C.G. SHELKE

Note : At the time of Registration, please produce the original receipt before the Sub-Registrar.



AGREEMENT FOR SALE

AGREEMENT made at Mumbai this 15th day of JUNE 2004,
BETWEEN (1) SIR DINSHAW M. PETIT, (2) MR. K. N. SUNTOOK, (3) MR.
A.B.K. DUBASH, (4) MR. J.H.C. JAHANGIR (5) MR. F. N. PETIT, (6) LADY
LAILA PETIT and (7) MR. D. S. CAMBATTA, all being the only present Trustees
of THE FRAMJEE DINSHAW PETIT PARSEE SANATORIUM, a public Charitable
Trust registered under the provisions of the Bombay Public Trusts Act, 1950, having
its office at UCO Bank Building, 359, Dr. D. N. Road, Fort, Mumbai 400 001,
hereinafter referred to as "the Promoters" (which expression shall, unless it be
repugnant to the context or meaning thereof be deemed to mean and include the
Trustee/s for the time being and from time to time of the said Trust, the survivors
of them and the heirs and legal representatives of the last surviving Trustee and
their, his or her assigns) of the One Part AND MR./MS. SHRI MAHESHWAR

Resonance Pvt Ltd,
_____ Indian Inhabitant/s, residing at _____
_____, a company registered or deemed
to be registered in India under the Companies Act, 1956, and having its registered
office at 74, JUPITER, CUFFE PARADE, MUMBAI 400005

Shri P. N. Chichghale
Proper Officer,
General Stamp Office, Mumbai.

GENERAL STAMP OFFICE
TOWN HALL
FORT, MUMBAI
INDIA
R. 5548750 / RB 1078
4929 SPECIAL ADHESIVE
141645 JUN 10 2004
MAHESHWAR

63097
2
25- July the value. forty eight thousand seven hundred

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a partnership firm registered under the Indian Partnership Act, 1932, and having its registered office at _____

_____ /
_____ a public charitable trust registered under the Bombay Public Trusts Act, 1950, and having its registered office at _____

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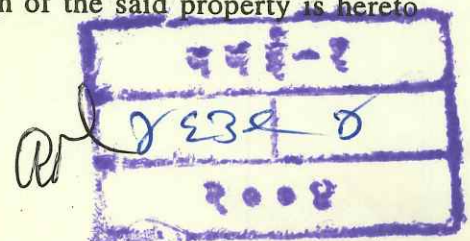
hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) of the Other Part.

WHEREAS :-

- A. The Promoters are the only present trustees of The Framjee Dinshaw Petit Parsee Sanatorium, a Public Charitable Trust registered under the Bombay Public Trusts Act, 1950, under PTR No. C-890 (BOM), created by a Declaration of Trust date 14-2-1939 made by Dowager Lady Dinbai Dinshaw Petit, Sir Dinshaw Manockji Petit, Manockji Dinshaw Petit and Jamshedji Dinshaw Petit and registered with the Sub-Registrar of Assurances at Bombay on 6th April 1939 under Serial No, 1217 of Book No. 1 (hereinafter referred to as "the said Declaration of Trust")
- B. The Promoters are absolutely seised and possessed of and otherwise well and sufficiently entitled to the property being all that piece and parcel of land or ground, hereditaments and premises of freehold tenure, bearing Cadastral Survey Nos. 597 and 598 of Malabar and Cumbala Hill Division, Mumbai, admeasuring about 11,941 square metres, situate near Kemp's Corner at the junction of August Kranti Marg, and Bomanji Petit Road, Mumbai 400 026, which is more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said property"). The site plan of the said property is hereto annexed and marked as Annexure "A".

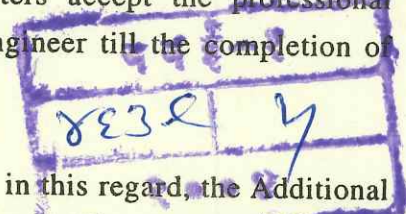
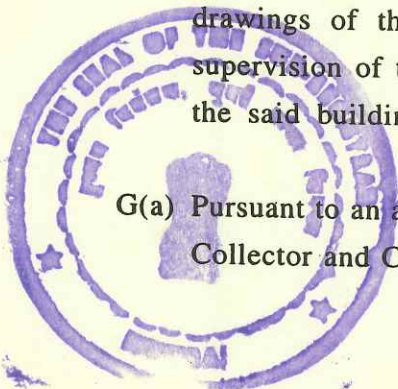


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- C. The Promoters being desirous of developing a portion of the said property by constructing buildings/structures thereon consisting of residential flats, apartments, units, premises, etc., together with provision of parking spaces and other necessary amenities, facilities and services thereto for sale and transfer thereof to prospective purchasers/ transferees, but having no knowledge, experience or expertise in the field of construction and its related matters, have by and under an Agreement dated 20-8-1998 (hereinafter referred to as "the said Agreement") executed between the Promoters and Tata Housing Development Company Limited (therein and hereinafter referred to as "THDC"), appointed THDC as professional project managers to get the said property developed for and on behalf of the Promoters, in the manner and on the terms, conditions, stipulations and provisions contained in the said Agreement.
- D. Under the said Agreement the Promoters have, inter alia, authorised and permitted THDC, for and on behalf of the Promoters and in consultation with them, to sell and transfer on ownership basis, the various flats, units premises and parking spaces in the building to be constructed on the said property, for such consideration and on such other terms, conditions covenants, stipulations and provision as may be decided and deemed fit by the Promoters in consultation with THDC, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings in this regard with the purchasers/transferees of the same, for and on behalf of the Promoters.
- E. The Promoters are constructing on the said property, a building consisting of residential flats, units and premises, together with provision of parking spaces and other necessary amenities, facilities and services thereto therein, which building is proposed to be known as "Petit Towers" (hereinafter referred to as "the said building")
- F. The Promoters have entered into a standard agreement with their Architect, viz. Patell Batliwala & Associates (hereinafter referred as "the Architect") who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Promoters have appointed a structural engineer for the preparation of the structural design and drawings of the said building, and the Promoters accept the professional supervision of the Architect and the structural engineer till the completion of the said building.

G(a) Pursuant to an application made by the Promoters in this regard, the Additional Collector and Competent Authority, ULC, Greater Bombay, has issued a Letter



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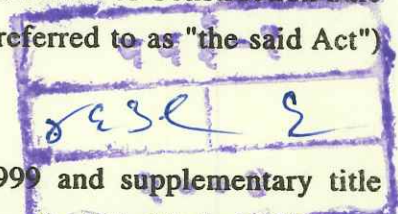
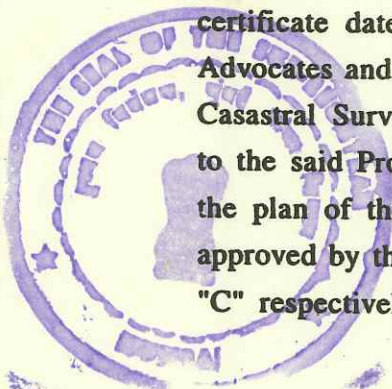
of Intent dated 27-6-1997 bearing no. C/ULC/D.III/22/4289, under section 22 of the Urban Land (Ceiling and Regulation) Act, 1976 [hereinafter referred to as "the Ceiling Act"] in respect of the said property, subject to the terms and conditions contained therein.

(b) Pursuant to certain clarifications made by Promoters in this regard, the Additional Collector and Competent Authority, (ULC), Greater Bombay, has issued its Letter dated 29-10-1997 bearing no. C/ULC/D.V/6(i)/SR-II-724/2307, issued under the Ceiling Act, held and declared the whole of the said property to be non-vacant land and that there was no surplus vacant land therein and therefore, the provisions of Chapter III of the Ceiling Act were not applicable to the same, subject to the terms and conditions contained therein.

H. The Promoters have got approved and sanctioned from the concerned local authority, being the Brihanmumbai Mahanagarpalika (hereinafter referred to as "the Municipality"), the plans, designs, specifications, elevations, sections and details of the said building and while approving and sanctioning the same the concerned local authority has laid down certain terms, conditions, stipulations and restriction which are to be observed and performed by the Promoters while developing the said property and constructing the said building, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority. The Promoters have accordingly commenced construction of the said building in accordance with the said plans, designs and specifications.

I. The Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications of the said building prepared by the Architect, and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rule made thereunder.

J. Copies of the Certificate of Title dated 26-11-1999 and supplementary title certificate dated 16-04-2002 issued by M/s. Udwardia Udeshi & Berjis, the Advocates and Solicitors of the Promoters, and the relevant Extracts from the Casastral Survey Register, showing the nature of the title of the Promoters to the said Property on which the said building is being constructed, and of the plan of the agreed to be hereby purchased by the Purchaser/s which is approved by the Municipality, are annexed hereto and marked Annexures "B", "C" respectively.



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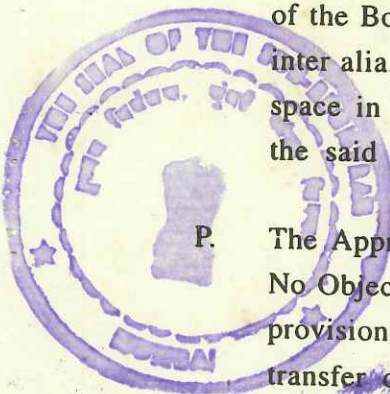
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K. The Purchaser/s applied to the Promoters for allotment to the Purchaser/s of flat no. 2401 On the 29th Floor of the said building, AND Open car parking space no. O-- and/or Under Stilt car parking space no. US-- and/or Lower Basement car park space no. LB-- and/or Upper Basement car parking space no. UB-- and/or Lower Ground car parking space no. LG- 11/16, as herein after mentioned (hereinafter referred to as "said flat" and "the said car parking Space/s" respectively).

L. Prior to making the application as aforesaid, the Purchaser/s has/have made a declaration to the effect that neither the Purchaser/s nor the members of his/her/their family (the term "family" referred to herein shall be as defined under the Ceiling Act) own a dwelling unit, tenement, house or building within the limits of Mumbai, as required under the provisions of the Maharashtra Co-operative Societies Act, 1960, and the Urban Land (Ceiling and Regulation) Act, 1976.

M. Relying upon the aforesaid application and declaration, the Promoters have agreed to allot and sell the said Flat and the said Parking Space/s to the Purchaser/s for the consideration and on the other terms conditions, covenants, stipulations and provisions hereinafter appearing.

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N. On or before the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of Rs. 719,50,000/- (Rupees Seven Crores Ninety Lakhs Fifty Thousand only), being part payment of the consideration payable hereunder as advance payment, earnest money or deposit (the payment and receipt whereof the Promoters hereby admit and acknowledge), and the Purchaser/s has/have agreed and undertaken to pay to the Promoters the balance of the agreed sale price in the manner hereinafter mentioned.

O. The Charity Commissioner, Maharashtra State, Mumbai (hereinafter referred to as "the Charity Commissioner"), has vide his Order dated 27-10-1999, as modified by his subsequent Order dated 30-3-2000, passed under the provisions of the Bombay Public Trusts Act, 1950, granted his sanction to the Promoters, inter alia, to develop the said property and to sell transfer the flats and parking space in the said building, subject to the terms and conditions mentioned in the said two Orders.


P. The Appropriate Authority (Income Tax Department), Mumbai, has issued its No Objection Certificate dated _____ bearing no. _____ under the provisions of Chapter XX-C of the Income Tax Act, 1961, for the sale and transfer of the said Flat and the said Parking Space/s.

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Q. Under Section 4 of the said Act, the Promoters are required to execute a written Agreement for sale of the said Flat and the said Parking Space/s to the Purchaser/s, being in fact these presents, and such Agreement is required to be registered under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

1. The Promoters shall construct the said building consisting of basement, stilt floor, plenum floor and 24 upper floors on the said property, in accordance with the plans, designs and specifications approved and sanctioned by the concerned local authority and which have been seen and approved by the Purchaser/s with only such amendments, alterations, variations, modifications and/or additions thereto therein as the Promoters may consider necessary or as may be required by the concerned government/local authorities to be made in them or any of them.

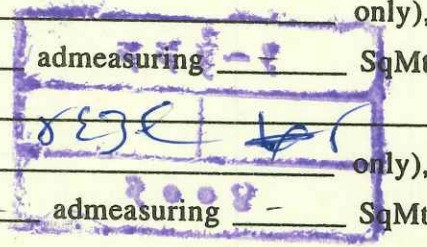
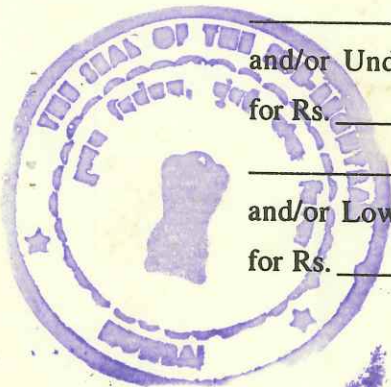
Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of such amendments, alterations, variations, modifications, and/or additions which may adversely affect the said Flat of the Purchaser/s.

2(a) The Purchaser/s hereby agree/s and undertake/s to purchase and acquire from the Promoters and the Promoters hereby agree to sell and transfer to the Purchaser/s Flat no. 2401 admeasuring 272.21 square metres carpet area (which is inclusive of the area of balconies) on the 24th floor of the building to be known as "Petit Towers" being constructed by the Promoters on the said property (hereinafter referred to as "the said building") as shown in the floor plan thereof hereto annexed and marked Annexure "D" (hereinafter referred to as "the said Flat") for price of Rs. 700,00,000/- (Rupees Seven Crores only only),

AND Open parking space no. O- admeasuring SqMt for Rs. (Rupees only),

and/or Under Stilt car parking space no. US- admeasuring SqMt for Rs. (Rupees only),

and/or Lower Basement car park space no. LB- admeasuring SqMt for Rs. (Rupees only),



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only),
and/or Lower Ground car parking space no. LG- 11/16 admeasuring 22.5 SqMt
for Rs. 20,00,000/- (Rupees Twenty Lakhs)

only),
as shown in the plan thereof hereto annexed and marked Annexure "E" (hereinafter
referred as "the said parking space/s") for the price of Rs. Twenty Lakhs
(Rupees _____)

only),
including Rs. _____ being the proportionate price of the common areas,
amenities and facilities appurtenant thereto. The nature, extent and description of
the common areas, amenities and facilities is set out in the Second Schedule hereunder
written.

(b) The said Flat and the said Parking Space/s are hereinafter collectively referred
to as "the said premises"

3. On or before the execution of these presents, the Purchaser/s has/have paid
to the Promoters a sum of Rs. 719,50,000/- (Rupees Seven Crores
Nineteen Lakhs Fifty Thousand only)

only),
being part payment of the consideration payable hereunder as advance payment, earnest
money or deposit. The Purchaser/s hereby agree/s and undertake/s to pay to the
Promoters the balance amount of the agreed purchase price being Rs. 50,000/-
(Rupees Fifty Thousand) only), in the following manner :-

- (a) Rs. 50,000/- on or before possession ;
(b) Rs. _____ on or before _____ ;
(c) Rs. _____ on or before _____ ;
(d) Rs. _____ on or before _____ ;
(e) Rs. _____ on or before _____ ;
(f) Rs. _____ on or before _____ ;
(g) Rs. _____ on or before _____ ;
(h) Rs. _____ on or before _____ ;
(i) Rs. _____ on or before _____ ;
(j) Rs. _____ on or before _____ ;
(k) Rs. _____ on or before _____ ;
(l) Rs. _____ shall be paid within 7 (seven) days of receipt

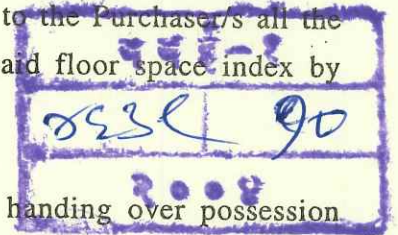
by the purchaser/s of the Promoters' letter offering possession of the said
premises, irrespective of whether the Purchaser/s take/s possession thereof or
not.

4. In addition to the agreed purchase price, the Purchaser/s agree/s and undertake/s
to bear and pay to the Promoters beyond 20% (twenty percent) of any and all escalation
in costs of construction which the Promoters have to bear consequent upon any increase

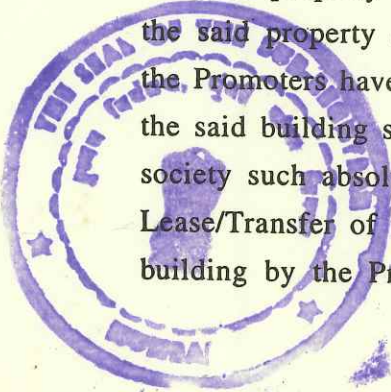
in prices of construction materials and labour over the prices of construction materials and labour as specified in Annexure "F" hereto. The Purchaser/s shall pay to the Promoters such amount beyond 20% (twenty percent) as may be certified by the Promoters' Architect, and the Purchaser/s hereby agree/s and confirm/s that such certificate shall be conclusive and binding on the Purchaser/s and shall not be objected to or disputed by the Puchaser/s for any reason, and the Purchaser/s hereby irrevocably and unconditionally consent/s to such escalation and agree/s undertake/s to pay the same.

5. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be imposed by the concerned local authority at the time of approving and sanctioning the said plans or thereafter, and shall before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local authority the Occupation and/or Completion Certificate/s in respect of the said Flat.

6. The Promoters hereby declare that the Floor Space Index ("FSI") available in respect of the said property is 12,597.81 square metres only and that no part of the said floor space index has been utilised by Promoters elsewhere for any purpose whatsoever. In case the said floor space index has been or is hereafter utilised by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser/s all the detailed particulars in respect of such utilisation of the said floor space index by them.



7. The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s, and in any event before execution of the Deed of Lease/Transfer of the relevant portion of the said property together with the said building in favour of the co-operative society to be formed by the purchasers/transferees of the flats, premises, units and parking space in the said building to be constructed on the said property, make full and true disclosure of the nature of their title to the said property and the said building as well as encumbrances thereon. If any, including any right, title interest or claim of any person/party in, to or upon the said property and the said building, and shall as far as practicable, ensure that the said property and the said building are free from all encumbrances and that the Promoters have an absolute, clear and marketable title to the said property and the said building so as to enable the Promoters to convey to the said co-operative society such absolute, clear and marketable title on the execution of the Deed of Lease/Transfer of the relevant portion of the said property together with the said building by the Promoters in favour of such co-operative society.



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8(a) It is expressly clarified, agreed and understood between the Promoter and the Purchaser/s that time shall be of the essence in respect of the payment of each of the instalment of the consideration and other amounts, deposits and outgoings payable by the Purchaser/s. Without prejudice to the Promoters' other rights and remedies, including its right to cancel and terminate this Agreement as specified hereinafter, all overdue payments (including payments towards the consideration amount and towards all deposits, outgoings and monthly contributions) shall attract interest at 21% per annum, or 4% over and above the promoter's highest borrowing rate, whichever is higher, compounded at quarterly rests, from the date/s they fall due till the date of payment thereof.

(b) It is hereby further expressly clarified, agreed and understood that if for any reason whatsoever, the purchaser/s delay/s or default/s in payment the interest in respect of any principal amount/s whatsoever payable under this Agreement (payment of which amount has been made after the due date/s therefore), then the Purchaser/s shall be liable to pay interest (calculated at the rate and in the manner aforesaid) on the interest in respect of which the Purchaser/s has/have delayed or defaulted in payment.

(c) In addition to the Purchaser's/Purchasers' liability to pay interest as mentioned hereinabove, the Purchaser/s shall also be liable to pay and reimburse to the Promoters, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoters for the purpose of enforcing payment of and recovering from the Purchaser/s any amount/s or due whatsoever payable by the Purchaser/s under this Agreement.

9. Without prejudice to what is stated hereinabove, if the Purchaser/s commit/s default in payment of any of the installments of the consideration or any other payment to be made under this Agreement on their respective due dates, and/or in observing, performing and complying with any of the terms, conditions, covenants, stipulations and provisions of this Agreement, the Promoters shall be entitled at their sole option to cancel and terminate this Agreement, in which event, from the total consideration paid by the Purchaser/s to the Promoters till such date as per the terms hereof, an amount of Rs. 70,00,000/-, being 10% (ten percent) of the total consideration amount payable under this Agreement, shall stand forfeited.

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Provided always, that the said right of cancellation and termination shall not be exercised by the Promoters unless and until they shall have given to the Purchaser/s prior written notice of their intention to cancel and terminate this Agreement, and of the specific breaches of the terms, conditions, covenants, stipulations and/or provisions in respect of which it is intended to cancel and terminate this Agreement,

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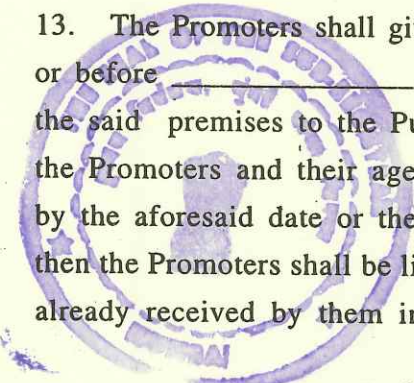
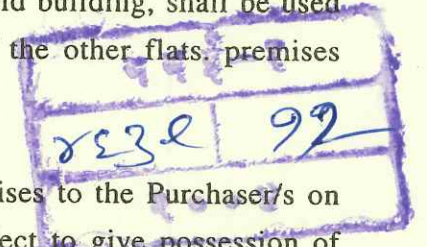
and the Purchaser/s shall have failed to remedy such breach or breaches within a reasonable time (but not more than fifteen days) after receipt of such notice. Upon such cancellation and termination, the Promoters shall refund to the Purchaser/s the instalment/s or part payment/s of the consideration, if any (excluding the said sum of Rs. 70,00,000/-), which may till then have been paid by the Purchaser/s to the Promoters hereunder (but without any further amounts by way of interest, compensation, damages or otherwise), after deducting therefrom the interest due or payable for any overdue payments. Without prejudice to the Promoters' right as aforesaid, the Promoters shall be entitled to claim the amount of loss/ damages suffered by the Promoters on resale of the said Flat and the said Parking space/s and the costs, charges and expenses which may be incurred by the Promoters in that behalf. upon the cancellation and termination of this Agreement by the Promoters as aforesaid, the Promoters shall be at liberty to sell or otherwise dispose of the said Flat and the said Parking Space/s to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoters may in their sole, absolute and unfettered discretion think fit and proper, and the Purchaser/s herein shall not be entitled to raise any objection or dispute in this regard.

10. The fixtures, fittings and amenities to be provided by the Promoters in the said Flat and in the said building are set out in Annexure "G" hereto.

11. The Promoters shall be constructing and providing a club house and a swimming pool in the said building, which are intended for the exclusive use and benefit of the purchasers and occupants of all the flats, units and premises in the said building. The Purchaser/s shall abide by such rules and regulations as may from time to time be framed by the Promoters and/or the co-operative society for use of the club house and swimming pool.

12. It is expressly agreed and understood that the recreation area or ground intended for recreation purposes and pertaining exclusively to the said building, shall be used by the Purchaser/s herein and the purchasers/occupiers of the other flats, premises and units in the said building only.

13. The Promoters shall give possession of the said premises to the Purchaser/s on or before _____. If the Promoters fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond the control of the Promoters and their agents as per the provisions of section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said premises, with simple interest at



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9% (nine percent) per annum, from the date/s the Promoters received the amounts till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute as to whether the stipulations specified in section 8 of the said Act have been satisfied or not, will be referred to the Competent Authority as specified in the said Act, who will act as the Arbitrator. Till the entire amount and interest thereon are refunded by the Promoters to the Purchaser/s, they shall, subject to prior encumbrances if any, be a charge on the said property as well as the construction or the said building in which the said Flat is situated or was to be situated.

PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises after the aforesaid date, if the completion of the said building in which the said Flat is to be situated is delayed on account of all or any of the following reasons :-

- (a) Non-availability of steel, cement, other building materials, water or electric supply;
- (b) War, civil commotion or act of God;
- (c) Any notice, order, rule, notification or directive of the Government and/or any local or public body or authority or any other competent authority or Court or Tribunal or any quasi-judicial body or authority;
- (d) Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the Promoters, including strikes or other agitation by the workers, employees or labourers of the contractors or suppliers;
- (e) Delay in issue of the Occupation Certificate, Completion Certificate and/or any other Certificate as may be required in respect of the said building, by the Municipality or any other concerned authority.

14. The Purchaser/s shall take possession the said premises within 7 (Seven) days of the Promoters giving written notice to the Purchaser/s intimating that the same are ready for use and occupation, provided that if within a period of 3 (three) years from the date of handing over the said Flat to Purchaser/s, the Purchaser/s bring/s to the notice of the Promoters, any defect in the said Flat or the said building in which the said Flat is situated, or the materials used therein, or any unauthorised change in the construction of the said building, then wherever possible such defects

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or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change.

15. The Purchaser/s shall use the said Flat or permit/suffer the same to be used only for residential purpose, and shall use the said parking space/s or permit suffer the same to be used only for the purpose of keeping and parking the Purchaser's/ Purchasers' own vehicle/s. These conditions shall be absolutely binding on all persons in whose hands the said Parking Space/s may come at any time hereafter. It is expressly clarified, agreed and understood that strict compliance of these conditions on the parts of the Purchaser/s shall be of the essence of the contract.

16(a). The Purchaser/s herein along with the other purchasers/transferees of flats. Premises, units and parking spaces in the said building (including in "the said additional construction" which is referred to hereinafter), shall join in forming and registering a Co-operative Society under the Maharashtra Co-operative Societies Act, 1960, in such manner as the Promoters may decide in their sole, absolute and unfettered discretion (hereinafter referred to as "the said Society"), to be known by such name as the Promoters may decide in their sole, absolute and unfettered discretion (which name shall not be changed by the Purchaser/s or the said Society without the prior written permission of the Promoters), and for this purpose, from time to time the Purchaser/s shall sign and execute the application for registration and/or membership and other papers, writings and documents necessary for the formation and registration of the said Society, and for becoming a member thereof and to duly fill in sign and return the same to the Promoters within 15 (fifteen days) of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the said under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964. No dispute or objection shall be raised by the Purchaser/s if any changes alterations, amendments, modifications, additions and/or deletions are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies or by any other Competent Authority.

(b). The said Society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement, or such of them as the Promoters may in their sole, absolute and unfettered discretion require or deem necessary, and agreeing and undertaking to be bound by the same, and the Purchaser/s shall vote in favour of such resolutions.

17(a). Upon the construction of the said building (including construction of "the said additional construction" which is referred to hereinafter) being completed in

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all respects as envisaged by the Promoters, and after all the flats, premises, units and parking spaces in the said building have been sold and disposed of by the Promoter, and upon the Promoters receiving the entire consideration and all other amounts whatsoever due and payable to them by the purchasers/transferees of all the flats, premises, units and parking spaces in the said building under their respective Agreements for Sale, the Promoters shall transfer the portion of the said property on which the said building is constructed and the land appurtenant there to (as may permitted/prescribed by law and as may be deemed fit by the Promoters in their sole and unfettered discretion) together with the said building thereon in favour of the said Society, by way of a lease for a period or 99 (ninety nine) years, with an option of renewal for a further period of 99 (ninety nine) years, for an annual lease rent of Re. 1/- (Rupee one only) by executing the necessary Deed of Lease of the relevant portion of the said property as aforesaid (or to the extent as may be permitted by the authorities) together with the said building, in favour of the said Society hereinafter referred to as "the said Lease Deed") The said Lease Deed shall be in accordance with the terms, conditions, covenants stipulations and provisions of this Agreement, and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions as may be decided and determined by the Promoters in their sole, absolute and unfettered discretion, including terms and conditions governing the use and enjoyment of common areas, amenities facilities and services (if any), and including covenants for right of way/passage over the relevant portion of the said property (which shall be the subject matter of the said Lease Deed) in favour of the Promoters and all matters relating and incidental to the same.

(b). It is hereby expressly clarified, agreed and understood that neither the Purchaser/s nor the said society shall raise any objection or dispute in respect of the area of the said property which is leased (or intended to be leased) by the Promoters or which is permitted to be leased/transferred by the concerned authorities.

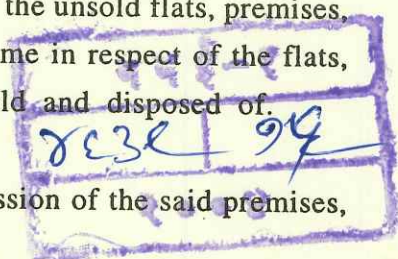
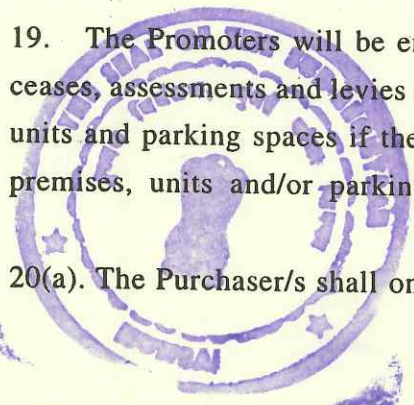
(c). The Promoters have informed the Purchaser/s that since the title documents of the promoters in respect of the portion of the said property which will be leased in favour of the said Society, will pertain not only to such portion thereof, but also to the rest of the said property, the Promoters shall retain all the original title documents of the whole of the said property with themselves, and consequently, upon execution of the said Lease Deed, the Promoters shall therein give the usual covenant in favour of the said Society, that they shall, unless prevented by fire or some other inevitable accident, produce or cause to be produced the said original title documents to the said society, (whenever the said Society so requires), at the costs and expense of

the said society, for the purpose of proving its title to such portion of the said Society for the purpose of proving its title to such portion of the said property or any part thereof.

18. Commencing a week after notice in writing is given by the Promoters to the Purchaser/s that the said premises are ready for and occupation (irrespective of whether the Purchaser/s take/s possession thereof or not), the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of all the outgoings in respect of the said property and the said building, including repairs to the exterior and interior of the said building (but excluding the interior of the said Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, ceases, charges, levies and other amounts payable to all Government, semi Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, lifts water pumps and water connections, salaries of clerks, bill collectors, chowkidars and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said property and the said building (including the club house and swimming pool therein), Until the said Society is formed and registered and the relevant portion of the said property and the said building are transferred to it as aforesaid, the Purchaser/s shall pay to the Promoters such proportionate share of the outgoings as may be determined by the Promoters from time to time in their sole absolute and unfettered discretion, and the decision of the Promoters in this regard shall be conclusive final and binding on the purchaser/s. The Purchaser/s further agree/s. undertake/s and covenant/s that ill the Purchaser/s/ Purchasers' share is so determined, the Purchaser/s shall pay to the Promoters a provisional contribution of Rs. 25854/- (Rupees Twenty five thousand Eight thousand five five only only) per month towards the outgoings, plus all increases thereto as may be determined by the Promoters from time to time. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional monthly contribution and such proportionate share of the outgoings regularly on the 5th (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever.

19. The Promoters will be entitled to the refund of the Municipal and other taxes, ceases, assessments and levies on account of the vacancy of the unsold flats, premises, units and parking spaces if the Promoters have paid the same in respect of the flats, premises, units and/or parking spaces, which are not sold and disposed of.

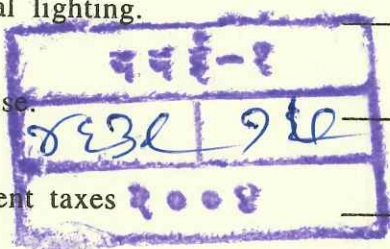
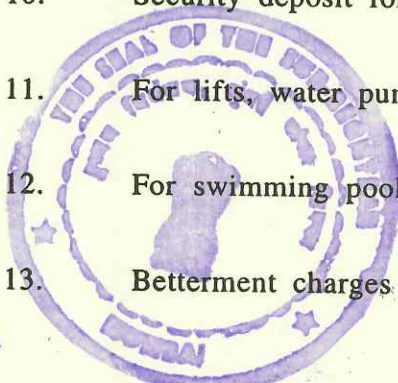
20(a). The Purchaser/s shall on or before delivery of possession of the said premises,



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keep deposited with the Promoters the following amounts :-

Sr. No.	Particular of Deposits/Payments	Amounts (Rs.)
1	Expenses and outgoings as provided in Clause 18	<u>77562</u>
2	Payment of land assessment/revenue.	<u>-</u>
3	Legal costs charges and expenses for the preparation of all necessary documents, including the said Lease Deed in favour of the said Society.	<u>28000</u>
4.	Deposit for stamp duty and registration fees payable in respect of the said Lease Deed to be executed in favour of the said Society, and other related/ incidental instruments and documents.	<u>6000</u>
5.	Deposits for Fire Cess payable to the Municipality.	<u>8000</u>
6.	Share money and application/entrance fee for membership of the said Society.	<u>2000</u>
7.	Consultant's/Retainer's fees and charges and to the costs and expenses payable for finalisation of the rateable value of the property.	<u>20000</u>
8.	Service charges for formation and registration of the said Society.	<u>10000</u>
9.	Security deposit and connection charges for water connection payable to the Municipality.	<u>3000</u>
10.	Security deposit for electrical meter payable to BEST.	<u>12000</u>
11.	For lifts, water pumps and general lighting.	<u> </u>
12.	For swimming pool and club house.	<u> </u>
13.	Betterment charges and development taxes	<u>2000</u>



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14. Security deposit for telephone connection and telephone cable layout charges.

15. Fire alarm system

16. Road reclamation deposit.

Total Rs. 166572/-

(b) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in sub-clause (a) of this clause, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the Purchaser/s shall be liable to bear and pay the same within 7 (seven) days from receipt of the Promoters' written intimation in this regard.

(c) The Promoters shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoters by the Purchaser/s under this clause shall not carry any interest, and shall remain with the Promoters until the said Lease Deed is executed in favour of the said Act, on the said Lease Deed being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoters to the said Society. The Promoters shall render the account of such deposits only to the said Society and not individually to the Purchaser/s at any time.

(d) The Promoters shall maintain a separate account in respect of the sums received by the Promoters from the Purchase/s as deposits, sums received on account of the share capital for the promotion and registration of the said Society and towards the outgoings and legal charges.

21(a). The Promoters shall utilise the sums of Rs. 20000/- and Rs. 6000/- paid by the Purchase/s to the Promoters, for meeting all legal costs, charges and expenses, including professional costs of the Solicitors and Advocates and other consultants and advisers of the Promoters in connection with the formation and registration of the said Society, preparing the rules, regulations and bye-laws of the said Society, and the cost of preparing and engrossing this agreement and the said Lease Deed and all other deeds, documents, papers writings and instruments as may be required or necessary. In respect of the above the Promoters shall not be liable to render any accounts to the Purchaser/s.

(b) The Promoters shall utilise the sum of Rs. 20,000/- paid by the Purchaser/s to the Promoters for payment of all consultation fees/charges and

other costs and expenses payable in connection with the assessment of the said property and the said building for rateable value purposes and its finalisation.

22. The Promoters shall in respect of any amount whatsoever (including outgoings and deposits) liable to be paid by the Purchaser/s to the Promoters under or by virtue of this Agreement have a first lien and charge on the said premises as long as the same shall remain unpaid.

23(a) The Purchaser/s shall not have any claim right or interest in respect of any common areas, amenities and facilities whatsoever in the said building, including the open spaces, lobbies, staircases, lifts common entrances common passages corridors terraces, recreation areas, swimming pool and club house, save and except the right of user thereof hereby expressly given to the Purchaser/s in respect thereof and all such common areas, amenities and facilities shall remain the property of the Promoters until the said Lease Deed is executed in favour of the said Society as mentioned herein.

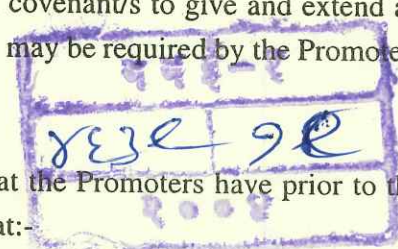
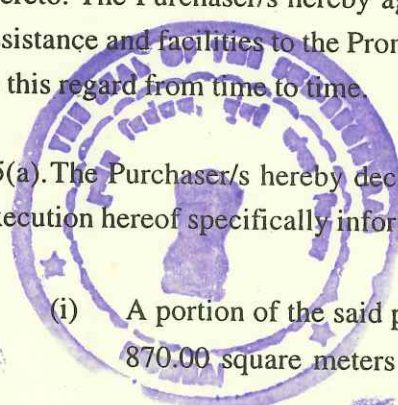
(b) The common areas, amenities and facilities in the said building, including the open space, common entrances, common passages/corridors lobbies, staircases, lifts, terraces, recreation areas, swimming pool and club house, shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoters and the said Society.

(c) The Purchaser/s shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Purchaser/s shall not commit any nuisance or do anything which may cause disturbance or annoyance to the owners/occupants of the said building.

24. The Purchaser/s hereby irrevocably and unconditionally agree/s and give/s his/her/their/ its specific, full, free and unqualified consent and permission to the Promoters for carrying out amendments, alterations, variations, modifications and/or additions in respect of the plans, designs and specifications of the said building and to put up additional construction thereon/ thereto. The Purchaser/s hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Promoters in this regard, as may be required by the Promoters in this regard from time to time.

25(a). The Purchaser/s hereby declare/s and confirm/s that the Promoters have prior to the execution hereof specifically informed the Purchaser/s that:-

- (i) A portion of the said property (on the Northern side thereof) admeasuring about 870.00 square meters is being claimed by one M/s. Tulsidas V. Patel Private

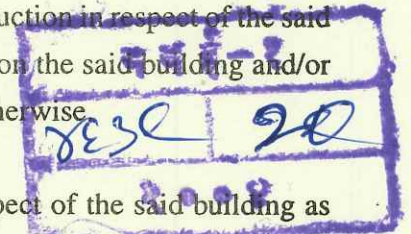
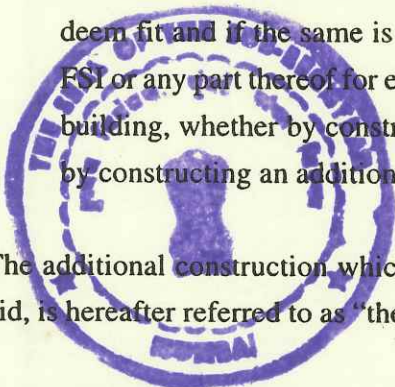


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Limited, who has filed a suit in the Bombay High Court, being Suit No. 8200 of 1987 (hereinafter referred to as "the said suit"), which suit is still pending disposal. By an Order dated 6-3-1991 passed in the said suit, both the parties thereto have been ordered to maintain status quo with regard to the said disputed portion of the said property (hereinafter referred to as "the suit land"), and therefore, the Floor Space Index (FSI) thereof cannot presently be utilised for construction on the said property; However, the same does not in any manner hamper, prevent or restrain the construction of the said building on the said property.

- (ii) A portion of the said property admeasuring approximately 410.25 square meters, on the Southern side thereof and abutting the August Kranti Marg, has been notified for set back for the purpose of road widening (hereinafter referred to as "the said set back area"). However, till date the said set back area has not been handed over to the Municipality;
- (iii) The plans as presently approved and sanctioned by the Municipality in respect of the said building, are for basement, stilt floor, plenum floor and 24 upper floors, which shall be constructed by utilising floor space index (FSI) of the said property, save and except the FSI of the said land. Though the FSI arising out of the said set back area has been included in the aforesaid plans which have been approved and sanctioned by the Municipality, the Promoters will be permitted to utilise the same for construction of the said building only when the said set back area is handed over by the Promoters to the Municipality. The aforesaid plans have been examined and inspected by the Purchaser/s, who hereby acknowledge/s and confirm/s the same; and
- (iv) Upon the said suit being selected between the parties thereto, or upon the court decreasing the same in favour of the Promoters, whereby the FSI of the suit land becomes available to the Promoters for construction, the Promoters may, if they deem fit and if the same is permitted by the concerned authorities, utilise such FSI or any part thereof for effecting additional construction in respect of the said building, whether by constructing additional floor/s on the said building and/or by constructing an additional wing thereto and/or otherwise
- (b) The additional construction which may be effected in respect of the said building as aforesaid, is hereafter referred to as "the said additional construction".
- (c) The Purchaser/s hereby declare/s and confirm/s that he/she/they/it/has/have fully understood and satisfied himself/herself/themselves/itself about the exact and precise scope and nature of the said additional construction.



(d) The Promoters have specifically requested for and sought the specific consent and permission of the Purchaser/s to carry out and implement the said additional construction.

(e) Pursuant to the Promoters' aforesaid request, the Purchaser/s has/have given and granted to the Promoters, his/her/their/its specific, full, free and unqualified consent and permission for carrying out and implementing the said additional construction, after having fully understood and satisfied himself/herself/themselves/itself about the exact and precise scope and nature of the said additional constructions.

(f) The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoters hereafter in this regard and within 7 (seven) days of receiving the Promoter/s written intimation in this regard, sign, execute and give to the Promoters and in such form as may be desired by the Promoters, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for carrying out and implementing the said additional construction. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, convenient, confirmation and assurance made/given by the Purchaser/s herein, the Promoters have entered into this Agreement.

(g) The purchasers/transferees of flats, premises, units and parking spaces in the said additional construction shall be made members of the said Society, without being required to pay any additional/extra amount whatsoever for the same, and neither the said Society nor the Purchaser/s herein shall raise any objection or dispute to the same.

26. The Purchaser/s hereby declare/s and confirm/s that the Promoters have prior to the execution hereof, specifically informed him/her/them/it that there may be some variations in the location of the said Parking Space/s which is/are agreed to be sold by the Promoters to the Purchaser/s hereunder, and the specific, full, free and unqualified consent and permission for carrying out and implementing the aforesaid variations, and he/she/they/it shall not raise any objection or dispute in respect of the same, and that he/she/they/it shall accept the said Parking Space/s as may be relocated by the Promoters, and strict compliance of this condition on the part of the Purchaser/s shall be of the essence.

27. The Purchaser/s shall not be permitted at any time hereafter, to construct/erect and brick or masonry wall/portion in the said Flat, or to make any other structural additions/alterations of a permanent nature therein and therefore, the Purchaser/s hereby agree/s undertake/s, covenant/s and confirm/s that he/she/they/it shall not do or permit/suffer to be done the same at any time hereafter. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract.

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28(a) The Promoters specifically reserve their right to offer the said property and/or the said building or any part thereof (save and except the said premises), as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who may have advanced or any hereafter advance credit, finance or loans to the Promoters, and the Purchaser/s has/have given and granted his/her/their/its specific, full, free and unqualified consent and permission to the Promoters for doing the same.

(b) The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoters hereafter in this regard, and within 7 (seven) days of receiving the Promoters' written intimation in this regard, sign, execute and give to the Promoters, and in such form as may be desired by the Promoters, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoters offering and giving the said property and/or the said building or any part thereof (save and except the said premises), as security in the manner mentioned in sub-clause (a) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoters have entered into this Agreement.

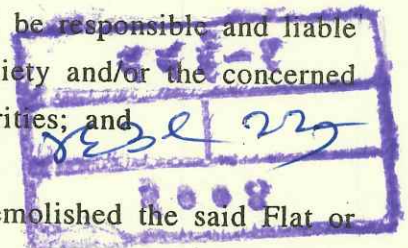
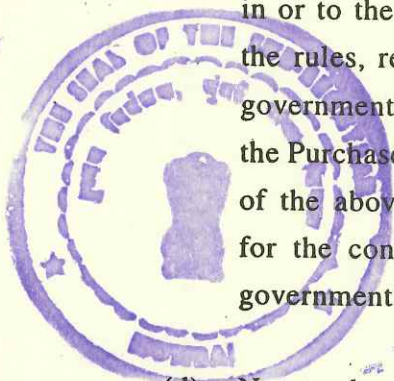
29. The Purchaser/s hereby declare/s and confirm/s that the Promoters have prior to the execution hereof, specifically informed the Purchaser/s that the Bombay Electric Supply & Transport Undertaking ("BEST") is erecting/providing an electricity sub-station on the North-Western portion of the said property, and that such portion of the said property will be handed over to BEST on such terms and conditions as may be agreed between the Promoters and BEST, Consequently, the workmen, staff, employees and agents of BEST shall at all times thereafter have the right and authority to enter upon the said property and the said building for the purpose of access to and from the said electricity sub-station, and that the necessary terms. Conditions and provisions to that effect may be incorporated and recorded in the said Lease Deed. The Purchaser/s hereby consent/s and agree/s to the aforesaid, and neither the Purchaser/s nor the said Society shall raise any dispute or objection to the same.

30. The Purchaser/s with the intention to bind all persons into whosoever's hands the said Flat and the said Parking Space/s may come, both/do hereby agree/s, undertake/s and convenient/s with the Promoters as follows :-

- (a) To maintain the said Flat at the Purchaser's/Purchasers' own costs and expenses in good and tenantable repair and condition from the date possession of the said Flat is taken as mentioned hereinabove, and shall not do or suffer or permit to be done anything in or to the said building

in which the said Flat is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said society or the concerned government, local or public bodies or authorities, or change/alter or make any addition in or to the said Flat or to any part of the said building in which the said Flat is situated; and

- (b) Not to store in the said Flat any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said building in which the said Flat is situated, or the storing of which goods, objects or materials is objected to or prohibited by the said Society or the concerned government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the lift or the entrances, staircases, common passages or any other structure or part of the said building in which the said Flat is situated, and in case any damage is caused to the said building or any part thereof to the said Flat on account of any negligence or default of the Purchaser/s or his/her/their/its servants, agents, contractors, workmen, employee staff visitors or guests, the Purchaser/s alone shall be liable and responsible for all the consequences of the same, and the purchaser/s shall be liable and responsible to pay the damages for the loss suffered; and
- (c) To carry out at his/her/their/its own costs and expenses, all internal repairs to the said Flat and maintain the same in the same condition, state and order in which the same was delivered by the Promoters to the Purchaser/s, and the Purchaser/s shall not do or suffered or permit to be done anything in or to the said Flat or in or to the said building, which may be against the rules, regulations and bye-laws of the said Society or the concerned government, local or public bodies or authorities, and in the event of the Purchaser/s doing or committing any act, deed or thing in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the said Society and/or the concerned government, local or public bodies or authorities; and
- (d) Not to demolish or cause or permit to be demolished the said Flat or any part thereof, nor at any time make or cause or permit to be made any structural additions or alterations of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation or outside color

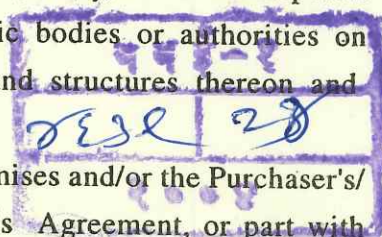
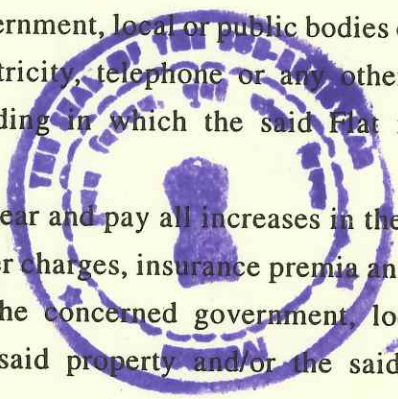


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scheme of the said building in which the said Flat is situated, and the Purchaser/s shall keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good and tenantable repair, order and condition, and in particular, as to support, shelter and protect the other parts of the said building in which the said Flat is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls slabs or RCC pards or other structural members in the said Flat, without the prior written permission of the Promoters and the said Society, and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and

- (e) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said property and/or the said building or any part thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance, and the Purchaser/s shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company; and
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the said building in which the said Flat is situated; and
- (g) To pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their/its share of the security deposit/s demanded by the concerned government, local or public bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connection to the said building in which the said Flat is situated; and
- (h) To bear and pay all increases in the rents, rates, taxes, cesses, assessments, water charges, insurance premia and other levies, if any, which are imposed by the concerned government, local or public bodies or authorities on the said property and/or the said building and structures thereon and
- (i) Not to transfer, assign or part with the said premises and/or the Purchaser's/ Purchaser's right, interest or benefit under this Agreement, or part with the possession of the said premises, until all the amounts dues and charges payable by the Purchaser/s to the Promoters under this Agreement are fully paid, and only if the Purchaser/s has have not been guilty of any

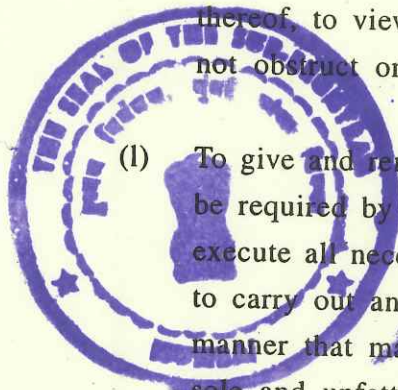


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and

breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the Purchaser/s has have intimated the same in writing to the Promoters and obtained the Promoters' prior written consent and permission to the same; and

- (j) To observe, perform and comply with all the rules, regulations and bye-laws which the said Society may adopt or frame at its inception and the additions, alterations or amendments thereto that may be made from time to time, including those for the protection and maintenance of the said building and the flats premises, units and parking spaces therein, and for the observance, performance and compliance of the Building Rules, Regulations and Bye-laws for the time being of the concerned government, local and public bodies and authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Society regarding the occupation and use of the said premises and regarding the use of all common areas, amenities and facilities in the said building, and the other common facilities like the swimming pool etc. and the Purchaser/s shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of their Agreement and
- (k) Till the said Lease Deed of the relevant portion of the said property and the said building is executed in favour of the said Society, the Purchaser/s shall permit the Promoters and their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others. At all reasonable times, to enter into and upon the said Flat or any part thereof, to view and examine the state and condition thereof and shall not obstruct or hinder them in carrying out their duties; and
- (l) To give and render all assistance and facilities to the Promoters as may be required by the Promoters from time to time, including to sign and execute all necessary writings/documents, so as to enable the Promoters to carry out and complete the development of the said property in the manner that may be desired and deemed fit by the Promoters in their sole and unfettered discretion.



Handwritten signature in blue ink, possibly 'JESSE 2019', enclosed in a rectangular blue stamp.

It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

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31. The said building shall always be known as "Petit Towers", and neither the Purchaser/s herein nor the said Society shall alter/change this name in any manner, without the prior written consent and permission of the Promoters.

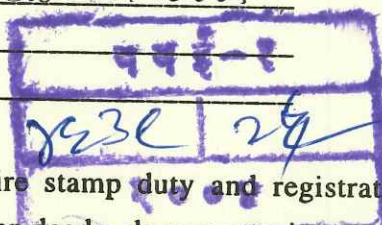

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or the said parking Space/s or of the said property or the said building or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to his/her/them/it, and all common areas, amenities and facilities, including all open spaces, lobbies, staircases, lifts, terraces, passages, recreation spaces, swimming pool and club house, will remain the property of the Promoters until the relevant portion of the said property and the said building are transferred to the said Society as hereinabove mentioned. After execution of the said Lease Deed, the said Society shall hold the relevant portion of the said property, the said building and all the common areas, amenities and facilities pertaining thereto, subject to the rights of the Promoters under this Agreement and the said Lease Deed.

33. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Promoters, shall not be treated/construed as a waiver on the part of the Promoters of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser/s, nor shall the same in any manner prejudice the rights of the Promoters.

34. All notices to be served on the Purchaser/s as contemplated by this Agreement, shall be deemed to have been duly, effectively and sufficiently served if sent to the Purchaser/s by Registered Post A.D. Under Certificate of Posting or hand delivery, at his/her/their / its address specified below:-

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74, Jupiter
Cuffe Parade, Mumbai 400005



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35. The Purchaser/s alone shall pay the entire stamp duty and registration fees/charges payable on this Agreement and all other deeds, documents, instruments and writing whatsoever executed or to be executed in respect of or pursuant to the transaction herein, and the Promoters shall not be liable or responsible for the same. The Purchaser/s shall immediately after the execution of this Agreement (and within the time prescribed in this regard under the Registration Act, 1908) and at his/her/

their/its own costs and expenses, present and lodge the original of this Agreement for registration with the Sub-Registrar of Assurances at Mumbai, and admit execution of the same, and within 7 (seven) days thereafter inform the Promoters and THDC in writing of the serial number under which and the date on which this Agreement is so lodged, thereupon the Promoters will attend the concerned Sub-Registrar's Office and admit execution thereof. It is expressly clarified and agreed that the written intimation to be given by the Purchaser/s to the Promoters and THDC under this clause, shall be given not less than 21 (twenty one) working days prior to the expiry of the time limit prescribed for registration of documents under the Registration Act, 1908. If the Purchaser/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution of the same, or intimate the Promoters and THDC thereof as aforesaid, for any reason whatsoever, the Promoters will not be liable or responsible for the non-registration of this Agreement and the consequences arising therefrom, nor shall the Promoters be liable to pay any penalty for their late attendance to complete the registration formalities.

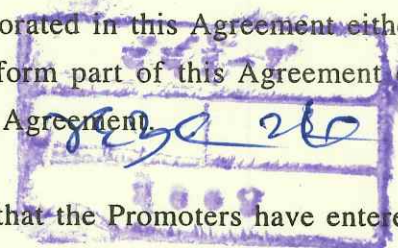
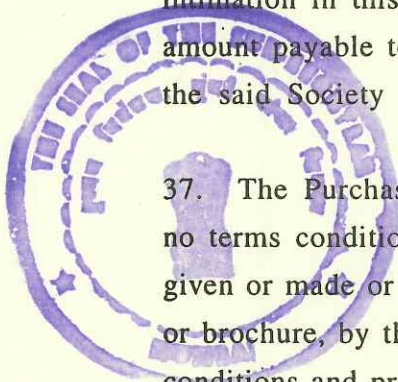
36. The Purchaser/s shall pay to the Promoters his/her/their/its share of the stamp duty and registration fees payable in respect of the said Lease Deed of the relevant portion of the said property and the said building constructed thereon and all other related/incidental deeds, documents, instruments and writings, to be executed by the Promoters in favour of the said Society. It is expressly clarified agreed and understood that if the amount of Rs. 600/- deposited by the Purchaser/s under clause 20(a) hereof towards payment of the stamp duty and registration fees payable in respect of the said Lease Deed, is found to be insufficient for this purpose for any reason, the Purchaser/s shall within 7 (seven) days from receiving the written intimation in this regard from the Promoters of the said Society, pay the balance amount payable towards such stamp duty and registration fees to the Promoters or the said Society (as the case may be).

37. The Purchaser/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure, by the Promoters and/or his/her/their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement either expressly, impliedly or by law, shall be deemed to form part of this Agreement or to have induced the Purchaser/s to enter into this Agreement.

38. The Purchaser/s is/are aware and understand/s that the Promoters have entered into this transaction and have agreed to sell the said premises to the Purchaser/s, relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly

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observe, performed, fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agree/s undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter the Promoters and their successors in office, from and against all times hereafter, the Promoters and their successors in office, from and against all costs, charges, expenses, losses, damages, claims, demands suits, actions, proceedings, prosecutions fines, penalties and duties, which they or any of them may have to bear, incur or suffer, and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s

39. If any of the provisions of this Agreement is conflicting with or contrary to or being inconsistent with any of the provisions, terms, conditions, covenants, stipulations contained in any of the previous correspondence, deeds, documents or writing, entered or exchanged between the parties hereto, then the terms and conditions of this Agreement shall be final, operation and binding between the Parties hereto, to the extent of such conflict or inconsistency or provisions being contrary thereto.

40. All disputes or differences whatsoever (subject to the provisions of clause 13 herein) which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of the, under or by virtue of this Agreement or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to one arbitrator if the parties concur in the appointment of a single arbitrator, failing which each party shall appoint one arbitrator. In the event of there being an even number of arbitrators, the arbitrators shall before entering upon the reference, in turn appoint a presiding arbitrator. The award of the arbitrator/s shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Mumbai only.

41. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 and the Rules made thereunder.

PM

Handwritten signature

IN WITNESS WHEREOF the parties hereto have executed this Agreement
(in duplicate) the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO
(Description of the said property)

All that piece and parcel of land or ground, hereditaments and premises of freehold tenure, bearing Cadastral Survey Nos. 597 and 598 of Malabar and Cumbala Hill Division, Mumbai, admeasuring about 11,941 square meteres, situate near Kemp's Corner at the junction of August Kranti Marg, and Bomanji Petit Road, Mumbai 400 026, within "D" Ward of the Brihanmumbai Mahanagarपालिका, and which is bounded as follows:-

- On or towards the East : By property bearing Cadastral Survey Nos. 608, 607, 605 and 604;
- On or towards the North : By property bearing Cadastral Survey No. 609,
on or towards the West : By Bomanji Petit Road; and
- On or towards the South : By August Kranti Marg.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO
(Description of the common areas, amenities and facilities)

1. Common Passages and lobby.
2. Lifts and lift shafts.
3. Staircase landings.
4. Electrical service shafts.
5. Electrical meter rooms
6. Terrace floor with lift machine rooms and over head water tanks.
7. Underground water tank with pump room
8. Open space garden
9. Swimming pool and club house.
10. D. G. Room
11. Fire fighting shaft.
12. Society office
13. Security cabin
14. Mail room
15. Telephone room (Tag block room).

PM

Handwritten signatures and a purple rectangular stamp with text in Marathi and numbers.

SIGNED AND DELIVERED for and on)
 behalf of the withinnamed Promoters, the)
 Trustees of The Framjee Dinshaw Petit)
 Parsee Sanatorium by their Authorised)
 Representative/Constituted Attorney)
 Mr./Ms. A. D. Rebello)
 _____)
 in the presence of _____)
 _____)
 _____)
 _____)

A. D. Rebello

For TATA HOUSING DEVELOPMENT CO. LTD.

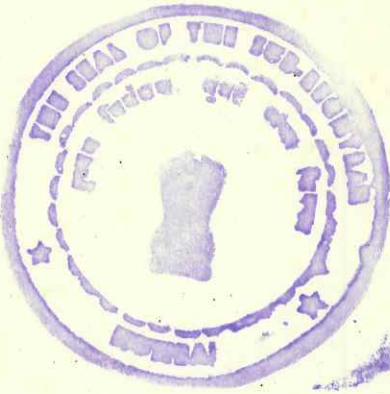
A. D. REBELLO
 Managing Director

SIGNED AND DELIVERED by the)
 withinnamed Purchaser/s. Mr./Ms _____)
SHRI MAHESHWAR RESOURCES PVT. LTD)
 _____)
 in the presence of DIRECTOR)
 _____)
 _____)
 _____)

SHRI MAHESHWAR RESOURCES PVT. LTD
Pinky Michandani
 DIRECTOR

OR

THE COMMON SEAL of the)
 withinnamed Purchaser/s _____)
 _____)
 is hereto affixed pursuant to the)
 Resolution dated _____ Passed)
 by its Board of Directors, in the presence)
 of Mr./Ms _____)
 _____)
 and Mr./Ms. _____)
 being the Directors of the Company, and)
 Mr./Ms. _____)
 being the Secretary of the Company,)
 who have executed this Agreement in)
 the presence of _____)
 _____)
 _____)
 _____)

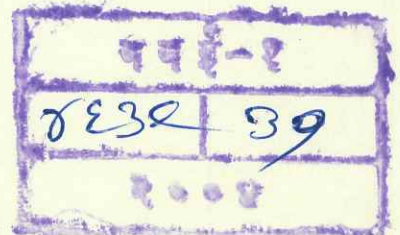


OR

SIGNED AND DELIVERED for and on)
behalf of the withinnamed Purchaser/s)
_____)
_____, by)
its Authorised Partners, _____)
_____)
_____)
in the presence of _____)
_____)
_____)
_____)

OR

SIGNED AND DELIVERED for and on)
behalf of the withinnamed Purchaser/s)
_____)
_____)
by its Authorised Trustees, _____)
in the presence of _____)
_____)
_____)
_____)

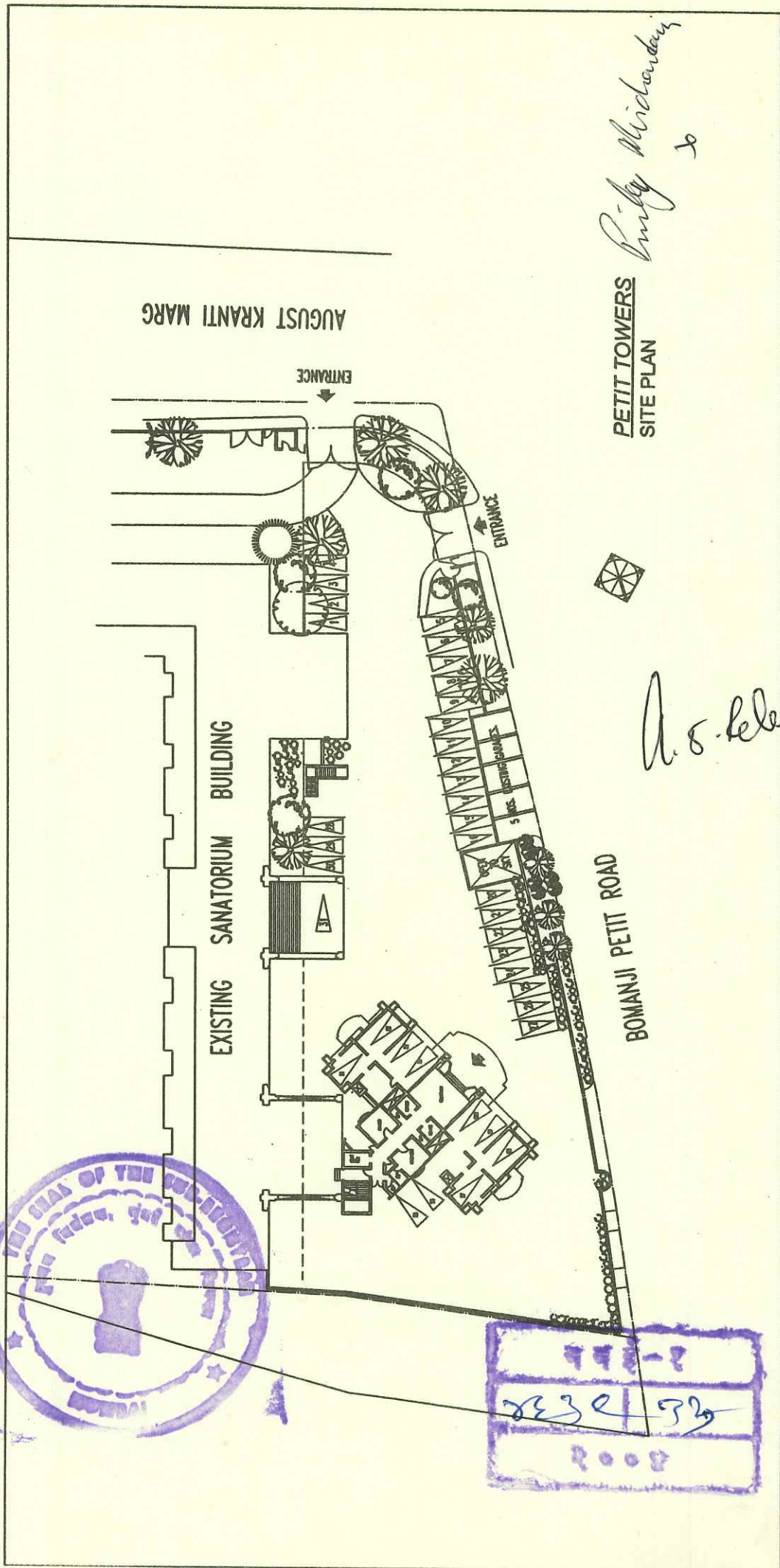


PARTICULARS OF THE PURCHASER/S

NAMES OF THE DIRECTORS/PARTNERS/TRUSTEES

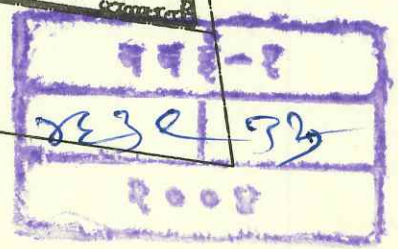
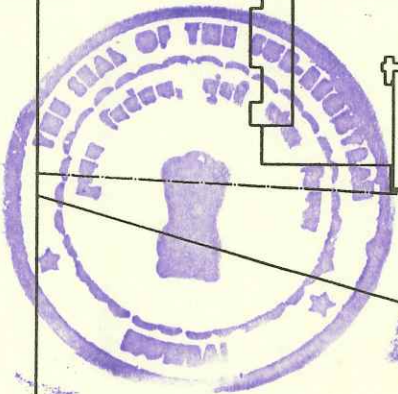


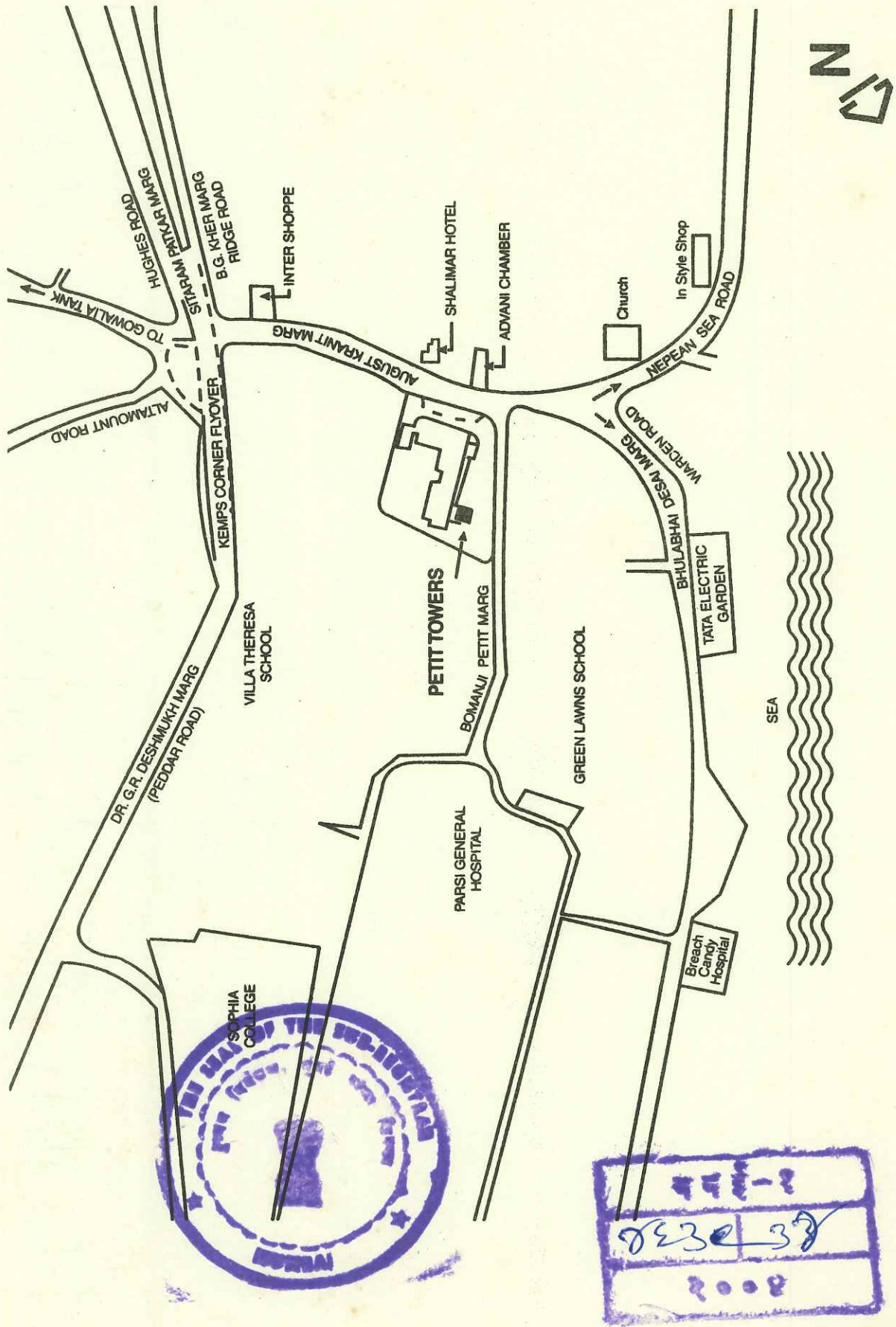
ANNEXURE "A"



PETIT TOWERS
SITE PLAN
Ranjay Michandani

A. S. Keshav





LOCATION PLAN



Dated 26-11-99

MPM

13-12-99

UDWADIA, UDESHI & BERJIS (BAGD.)
SOLICITORS & ADVOCATES

Dilip Udeshi
 Darius Udwadia
 Berjis Desai
 Soeda Bandukdas
 Devan Dwarakdas
 H. Jayesh
 Ryno Karani
 Vinay Dwarakdas
 Satyajeet T. Ghone
 K. J. Daruwalla

Thomas Cook Building, 3rd Floor
 324, D. N. Road, Fort
 Mumbai - 400 001

Telephone : 2883343-50 (6 lines)
 Facsimile : 287 1437
 E-mail : berjis@justicemall.com

TITLE CERTIFICATE

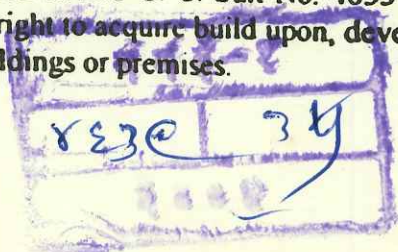
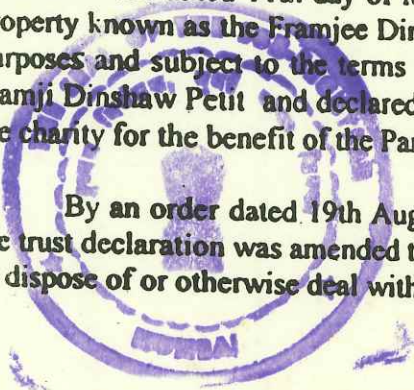
Re : All that piece and parcel of land or ground, hereditaments and premises of freehold tenure, bearing New Survey No. 5 7128 6A 7128, Cadastral Survey Nos. 597 and 598 of Malabar and Cumballa Hill Division with structures standing thereon known as The Framjee Dinshaw Petit Parsee Sanatorium admeasuring about 11941.19 square metres situate near Kemps Corner at the junction of August Kranti Marg and Bomanji Petit Road ("the said Property").

AND

The Trustees of The Framjee Dinshaw Petit Parsee Sanatorium.

..... The Owners

1. By a Declaration of Trust dated 14th February 1939 duly registered with the Sub Registrar of Assurances at Bombay on 6th April 1939 under entry no. 1217 of Book no. I, the executors of the Will of Jeejeebhoy Framjee. Petit (then known as Dinshaw Maneckji Petit the sole trustee of the trust funds created under the Will of Framjee Dinshaw Petit dated 11th day of May 1893) declared the trust funds including the said Property known as the Framjee Dinshaw Petit Parsee Sanatorium, upon the trusts for the purposes and subject to the terms and conditions contained in the said Will of the said Framji Dinshaw Petit and declared to hold the said trust funds for the use and benefit of the charity for the benefit of the Parsi Zoroastrian Community.
2. By an order dated 19th August 1988 passed in B.C.C. Suit No. 4633 of 1988 the trust declaration was amended to include the right to acquire build upon, develop, sell or dispose of or otherwise deal with any land, buildings or premises.



3. A fresh Declaration of Trust dated 11th November 1999 was executed by the continuing trustees Sir Dinshaw Manockji Petit, Nargesh Nani Palkhiwala, Khushroo Nariman Suntook, Ardeshir Behram Kaikhushroo Dubash, Jehangir Hirji Cowasji Jehangir, Framjee Nesserwanji. Petit, Lady Laila Dinshaw Petit and Darius Sorab Cambatta.

4. An area of 410.25 sq. mts on the South side of the said Property and abutting the August Kranti Marg is notified as set back for the purpose of road widening by the Mumbai Municipal Corporation. No part of the said Property is subject to any reservation, except for an area of approximately 71.50 sq mts. on the Southern corner of the C.S. No. 598 and abutting Bomanji Petit Street which is earmarked for erecting an electricity sub-station by the BES&T.

5. The existing structures comprise of the sanatorium building consisting of ground plus two stories and 12 garages covering an aggregate area of 4826.24 sq. mts.

6. The said garages are tenanted/occupied by various persons, including the Owners, upon payment of monthly rent/compensation.

7. As regards the said garages, the following suits have been filed by and against the Owners:

(a) Old Garage-2: (i) One Shaikh Gabbar Gafoor has filed a (R.A.D) Suit being suit No. 1853 of 1994 in the Court of Small Causes at Bombay, against Jehangir Nazir and Mrs. Dhun B. Bhesania to declare himself tenant of the garage alongwith the space in front. The Owners have been made a party to the said suit. The Interim Notice and the suit is pending hearing and final disposal.

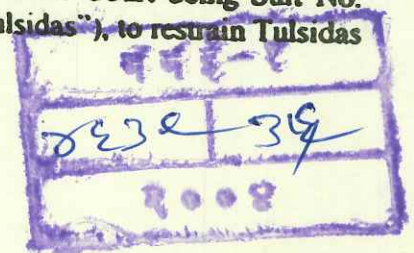
(ii) The Owners have filed an R.A.E suit being Suit No. 2148 of 1994 against Jehangir Nazir, Mrs. Dhun Bhesania and Shaikh Gabbar Gafoor in the Court of Small Causes at Bombay to evict them on the ground of change of user. The same is pending hearing and final disposal.

(b) New Garage-4: The Owners have filed an R.A.E suit being Suit No. 565 of 1995 against one Piloo Sidhva in the Court of Small Causes at Bombay to evict her from Garage No. New 4. on the ground of change of user and the same is pending hearing and final disposal.

(c) New Garage-2: The Owners have filed an R.A.E suit being Suit No. 566 of 1995 against Farokh Minoo Daruwalla in the Court of Small Causes at Bombay to evict him on the ground of change of user. The same is pending hearing and final disposal.

8. The following is the other pending litigation against or in respect of the said Property:

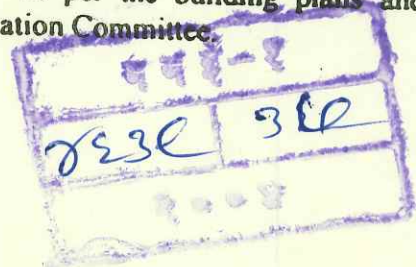
(a) The Trust has instituted a suit in the Bombay City Civil Court being Suit No. 8200 of 1987 against Tulsidas V. Patel Pvt. Ltd. ("Tulsidas"), to restrain Tulsidas



from constructing any compound wall or trespassing onto the said Property. The Notice of Motion in the said suit was decided in favour of the Owners. However, in an Appeal from the said Order being A. O. No. 232 of 1991 ("A.O.") filed by Tulsidas in the High Court at Bombay, a consent order dated 6th March 1991 was passed that the parties shall maintain status quo in the disputed pink portion shown in the map annexed at Exhibit 'B' to the Civil Application No. 955 of 1991 in the A. O. Another civil application being Civil Application No. 2143 of 1992 in the A. O. was taken out by Tulsidas seeking permission of the Court to come into the 'frozen' portion to carry out strengthening of their retaining wall. Thereafter, an order dated 16th September 1998 was passed in the said Civil Application No. 2143 of 1992 whereby certain terms were recorded, as regards the disputed portion. It was also recorded in the order that Consent Terms were required to be filed by the parties and the matter was to stand over for two weeks for signing of the Consent Terms. However, the said Consent Terms were never signed. A Review Application No. 10349 of 1998 was filed in the A. O., seeking to review the aforesaid order dated 16th September 1998. An Order dated 5th February 1999 was passed clarifying that the Civil Application No. 2143 of 1992 is not disposed of because the parties had not signed and submitted the the Consent Terms before the Court as directed in that order. The Review Application was disposed of with a direction to the office to place the Civil Application No. 2143 of 1992 in the A.O. alongwith the Civil Revision Application No. 853 of 1993 (mentioned hereinbelow) for final disposal before the appropriate Court. The A.O. is pending hearing and final disposal. Tulsidas then made an application for amendment to their Written Statement for adding an additional ground of defence of adverse possession of the disputed property. The amendment was allowed. A second amendment was sought, whereby the pecuniary jurisdiction of the court was challenged. The amendment was allowed. A Notice of Motion challenging the Pecuniary Jurisdiction of the B.C.C.C. was taken out, however, the Court dismissed the notice of motion. A Civil Revision Application being Civil Revision Application No. 853 of 1993 was filed against the order dismissing the said Notice of Motion. The same was admitted and pending the hearing, the hearing and final disposal of the Suit No. 8200 of 1987, was stayed. The said Civil Revision Application is still pending hearing and final disposal in the High Court.

b) Another suit, being Suit No, 3549 of 1991 was filed by Tulsidas seeking an injunction against an order passed by the Mumbai Municipal Corporation restraining them from constructing/completing Tower 'D' on Tulsidas' land as per the plans duly sanctioned by the Mumbai Municipal Corporation. The Owners intervened and have been added as necessary party. The said suit is pending hearing and final disposal.

9. By an order dated 1st February 1993, the Mumbai Municipal Corporation has given its no objection to take up the development as per the building plans and elevations presented before the Urban Heritage Conservation Committee.



10. By the Order dated 29.10.1997 passed by the Additional Collector & C. A., Urban Land Ceiling, Greater Mumbai, it was declared that the entire land is non-vacant and that there is no surplus vacant land in the said Property. Accordingly, the provisions of Chapter III of the Urban Land (Ceiling and Regulation) Act 1976 were declared to be not applicable to the said Property.

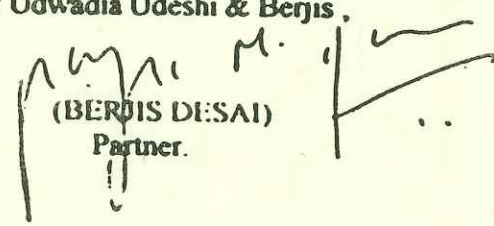
11. By a Project Management Agreement dated 20th August 1998 ("the Agreement") entered into between the Owners and Tata Housing Development Company Limited ("THDC"), the Owners have engaged THDC as project management consultants in respect of development of a portion of the said Property. Pursuant to the said Agreement the Owners have executed a Power of Attorney also dated 20th August 1998 granting powers and authorities to enable and facilitate THDC to implement the terms of the Agreement.

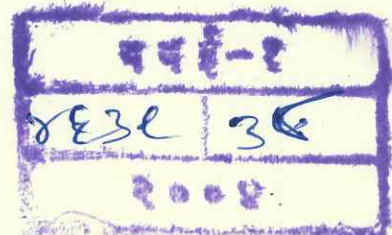
12. An application was made and sanction was given by an order dated 27th October, 1999 under Section 36(1) of the Bombay Public Trust Act, 1950 by the Charity Commissioner of Mumbai, for permission to develop the said Property and to sell the flats and the covered and open car parking spaces 'on ownership basis' to Parsee Zoroastrians on the terms mentioned therein and for lease of the land below the new tower to be constructed, to the proposed co-operative housing society for the period and on the terms mentioned therein.

13. Based on the searches caused to be taken by us and the documents perused by us, we have to certify that we have investigated the title of the Owners to the said Property and have found the same, subject to what is stated herein, to be clear, marketable and free from reasonable doubts.

Dated this 26th day of November, 1999.

Yours faithfully,
For Udwadia Udeshi & Berjis,


(BERJIS DESAI)
Partner.



DILIP UDESHI
DARIUS E UOWADIA
BERJIS DESAI
SAEEDA BANDUKWALA
DEVEN DWARKADAS
RYNA KARANI
SATYAJEET T GHONE
ZIYAN MOLEDINA
HITESH S JAIN
SOMASEKHAR SUNDARESAN

THOMAS COOK BUILDING, 2ND & 3RD FLOOR
324, D. N. ROAD, FORT
MUMBAI - 400 001

TELEPHONE : 2883345 / 46 / 47
2883348 / 49 / 50
2027149
2027153
2819208

FACSIMILE : 2871436
E-mail : uubbom@uubindia.com

**SUPPLEMENTARY TITLE CERTIFICATE TO OUR TITLE
CERTIFICATE DATED 26TH NOVEMBER 1999.**

Re : All that piece and parcel of land or ground, hereditaments and premises of freehold tenure, bearing New Survey No. 5/7128 6A/7128, Cadastral Survey Nos. 597 and 598 of Malabar and Cumballa Hill Division with structures standing thereon known as The Framjee Dinshaw Petit Parsee Sanatorium admeasuring about 11941.19 square metres situate near Kemp's Corner at the junction of August Kranti Marg and Bomanji Petit Road ("the said Property").

AND

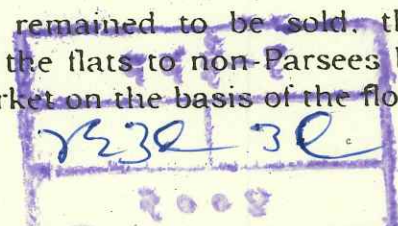
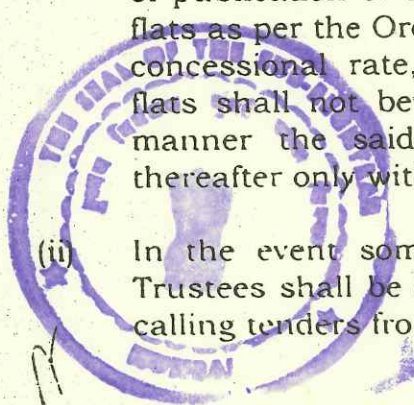
The Trustees of the Framjee Dinshaw Petit Parsee Sanatorium.

..... The Owners/Trustees/Trustees of the Trust

1. By the order of the Charity Commissioner dated 30th March 2000, the order dated 27. 10.1999 passed in Application No. J-4/47-98 ("the Order") under section 36(1) of the Bombay Public Trusts Act, 1950 was modified to the following extent:

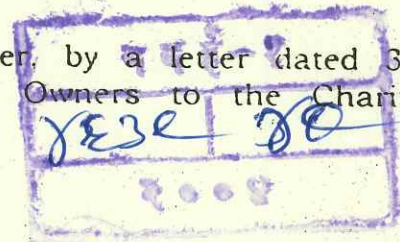
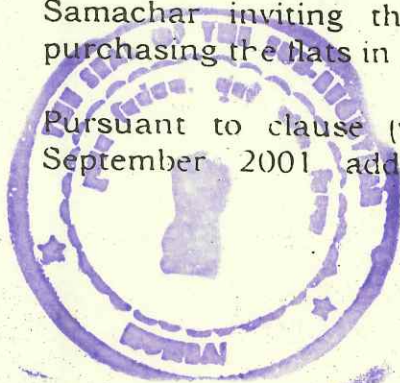
(i) The Trustees shall give Public Notices in the newspapers having wide circulation in Bombay and around to solicit the prospective purchasers from the Parsee Zoroastrian Community as per the order dated 27th October 1999. In case the Parsee Zoroastrians come forward to purchase the flats as per the said order within two months from the date of publication of the notice, they shall be provided with the flats as per the Order. However, since the flats are given at a concessional rate, the Parsee Zoroastrian allottees of the flats shall not be entitled to sell, lease or transfer in any manner the said flats for the period of 10 years and thereafter only with the consent of the Trustees.

(ii) In the event some of the flats remained to be sold, the Trustees shall be entitled to sell the flats to non-Parsees by calling tenders from the open market on the basis of the floor



priority, by publishing Tender notices in at least three newspapers having wide circulation. The prospective purchasers should be given opportunity to have open bid and enhance the price of a particular flat.

- (iii) In the event of selling the flats to non-Parsees the price shall not be less than Rs. 12,000/- per sq.ft. and the additional price per square foot for every floor rise shall not be less than Rs. 100/-
 - (iv) The open and the covered parking places shall be sold to the non-Parsees especially by inviting the tenders from the public through the newspapers and the prices thereof shall not be less than Rs.50,000/- and Rs. 1,00,000/- respectively.
 - (v) The additional income accrued by the enhanced cost of the sale of the flats to the non-Parsees shall be strictly utilised by the Trustees to provide accommodation to the poor, widows and orphans from the Parsee Zoroastrian community at any suitable place in suburbs of Bombay on nominal leave and licence charges and the Trust shall not earn any profit therefrom.
 - (vi) All other terms of the order dated 27th October 1999 shall also be applicable, mutatis mutandis to the sale of the flats to the non-Parsees also.
 - (vii) The Trustees shall submit list of the purchasers of the flat with all the details to this Authority after completion of the sale.
2. Pursuant to clause (i) of the Order, THDC issued a public notice on behalf of the Owners dated 3rd May 2000 in the Free Press Journal calling upon the Parsee Zoroastrian interested in purchasing flats and parking spaces in Petit Towers to submit their written offers to THDC.
 3. Pursuant to clause (ii) and (iv) of the Order a tender notice dated 4th July 2000 was issued in the Times of India dated 4th July 2000 and on 6th July, 2000 in the Economic Times and the Mumbai Samachar inviting the members of the public interested in purchasing the flats in Petit Towers by THDC.
 4. Pursuant to clause (vii) of the Order, by a letter dated 3rd September 2001 addressed by the Owners to the Charity



Commissioner the Owners informed the Charity Commissioner that the offers from 13 flat purchasers were received out of which two were from Parsee Zoroastrians and though the sales were not completed a list of the flat purchasers with details were forwarded.

5. With reference to para 8 of the title certificate dated 26th November 1999 an order in term of the consent terms dated 20th September 2001 was passed in appeal from order no. 232 of 1991 in S.C. Suit No. 8200 of 1987.

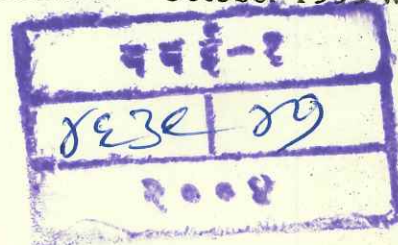
As per the consent terms:

(i) the Trustees of the Trust agreed to transfer and convey to the said Tulsidas Patel Private Limited 6900 sq. ft. of the said Property as demarcated on the plan, for the consideration and on the terms and conditions mentioned therein. The parties agreed to make requisite applications with the various authorities for demarcation, delineation, submission of the amended layout for sub-division and other clearances. The parties further agreed to duly stamp and register the consent decree at the cost of the said Tulsidas Patel Private Limited.

(ii) the Trustees of the Trust agreed to file the consent terms in the City Court in Suit No. 8200 of 1987 and apply for withdrawal of the suit. The said Tulsidas Patel Private Limited agreed to file the consent terms in suit no. 3549 of 1991 pending in the City Court.

We have been handed over a letter dated 30.3.2002 addressed by Mr. Sorab Irani, Advocate representing the Owners in the aforesaid suit matters, to the Owners informing the Trust that the City Court Suit Nos. 8200 of 1987 and 3549 of 1991 stand withdrawn and dismissed.

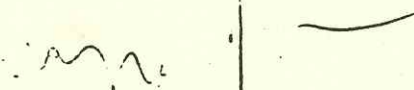
6. By the order dated 27th October 1999 the Trust was directed to complete the project within the period of two years and shall execute the purchase deed for the premises and get the lease deed for the land executed in favour of the co-operative housing society to be formed.
7. The Petit Towers building is not yet complete but we have been informed that the Trust will soon make an application for extension of the time under the order dated 27th October 1999 with the Charity Commissioner.



8. Subject to the above amendment, we re-confirm the validity of the title certificate dated 26th November 1999 issued by us.

Dated this 16th day of April, 2002.

Yours faithfully,
For Udwadia Udeshi & Berjis ,


(BERJIS DESAI)
Partner.



ANNEXURE "C"

Division: Madhav Chandra Will
Register No. 397
Page No. 87

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 282 of the Maharashtra Land Revenue Act, 1966)

Red by: Shri S. G. Badarinar

Checked by: *[Signature]* 14/12/00

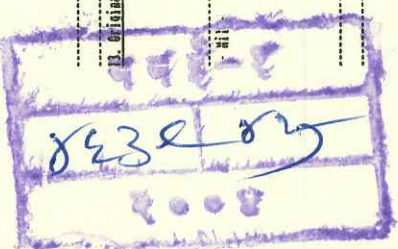
1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq. Yds./Mts.	7. Leasions Survey No.	8. Collectors Rev. No. (Collectors Reel Roll No.)
221	BOMALI PETTI ROAD & SAMMIA TANK NO.	197A	597	(PERSON & TAX) L.I.A.	58 YARDS (1793.00) 9' 46" 00" (1563.00) 19' 0" 17" 58. METERS 1379.48	PART OF S/7718, S-1/7728	2132, 14/7132 (NIL)

9. Name of Person in Beneficial Ownership due to Govt.	10. Mode of Acquisition by Present Owner	11. Description of Title
(A) - (MARRAGE LADY BIRSHAW OIRO PETTI) - RESIGNED (B) - (SIR BIRSHAW HANDEJI PETTI) (C) - (MRS. BIRSHAW HANDEJI) (D) - (MRS. BIRSHAW PETTI) - DIED ON 19-3-1950 (S.) (E) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (F) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (G) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (H) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (I) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (J) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (K) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (L) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (M) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (N) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (O) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (P) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (Q) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (R) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (S) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (T) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (U) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (V) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (W) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (X) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (Y) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950 (Z) - (MRS. BIRSHAW PETTI) - DIED ON 3-11-1950	(A) - FOR DEED OF DECLARATION OF TRUST DT. 14-2-1939 VIDE C.S. NO. 598 OF THIS DIVISION. (B) - UNDER ORDER DT. 15-7-52 IN SUIT NO. 80,801, J. SUIT NO. 78/52 WHEREBY IT IS ORDERED THAT 'A' & 'B' IN COL. 10 HAVE BEEN APPOINTED AS NEW TRUSTEES WITH 'C', 'D', 'E', 'F', 'G', 'H' IN COL. 10 VIDE LAW C.S. NO. 598 OF 1937-38-12-58 (C) - (DEED NO. 2127) DEED OF APPOINTMENT OF NEW TRUSTEES DT. 31-12-57 WHEREBY 'H', 'I', 'J', 'K' IN COL. 10 HAVE BEEN APPOINTED AS NEW TRUSTEES WITH 'B', 'C', 'D', 'E', 'F', 'G', 'H' IN COL. 10 VIDE LAW C.S. NO. 598 OF THIS DIVISION (D) - (DEED NO. 2130) DEED OF APPOINTMENT OF NEW TRUSTEES DT. 5-5-1961 WHEREBY 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K' IN COL. 10 HAVE BEEN APPOINTED AS NEW TRUSTEES 'L', 'M' IN COL. 10 VIDE ALSO C.S. NO. 598 OF THIS DIVISION	(A) - NIL (B) - NIL (C) - NIL (D) - NIL (E) - NIL (F) - NIL (G) - NIL (H) - NIL (I) - NIL (J) - NIL (K) - NIL (L) - NIL (M) - NIL (N) - NIL (O) - NIL (P) - NIL (Q) - NIL (R) - NIL (S) - NIL (T) - NIL (U) - NIL (V) - NIL (W) - NIL (X) - NIL (Y) - NIL (Z) - NIL

12. Original Grant from Govt., if any	13. Lease from Public Body or Feudal	14. Grant from Public Body or Feudal	15. Grant from Public Body or Feudal	16. Superincumbrances Initial

17. Remarks

RECORDED VIDE R.R. NO. 209 DT. 4-5-1971
S.L.S. NO. 17728 IS OF P.S. 1. RECORD IS LEVING PLED FOR TO BY THE
HOLDER OR SUCCESSOR OF ABOVE THE SURVEY NO. VIDE NO. 1111 CASE 126 OF 1972



PRINTING



Tuesday, June 15, 2004

2:35:34 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4751

दिनांक 15/06/2004

गावाचे नाव मलबार

दस्ताऐवजाचा अनुक्रमांक

बबड1 - 04639 - 2004

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: श्री महेश्वर रिसोर्सि प्रा लि तर्फे संचालक पिंकी रमेश मिरचंदानी

नोंदणी फी

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ON 15/6/04

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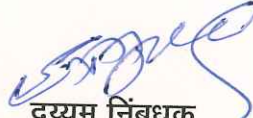
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (66)

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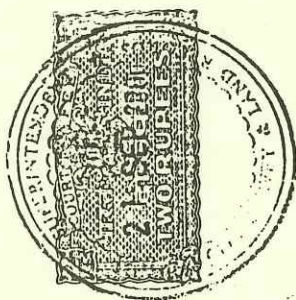
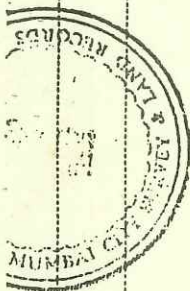

दुय्यम निबंधक
मुंबई शहर 1 (फोर्ट)

बाजार मुल्य: 60854895 रु. मोबदला: 70000000 रु.

भरलेले मुद्रांक शुल्क: 5548750 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 1; रक्कम: 30000 रु.; दिनांक: 15/06/2004



17. Remarks

JE C.S. No. 597

AN AREA OF 367.10 SQ. YDS. HAS BEEN TAKEN UP BY THE B.N.C. FOR STREET
APPROPRIATE AT THE RATE OF RS. 80/- PER SQ. YDS. UNDER THE EX. ENGR. BLDG.
LETTER NO. CC/244/DEP-DATED 30-10-1964
THE DATE OF TAKING OVER POSSESSION IS 16-3-1964
REF:-SB/146/28/VI-314
SB/12-11-64, 20/7-12-11-64, SB/13-11-64 SUPD.

EXEMPTION CERTIFICATE IS REMOVED FOR THE PERIOD FROM 1-8-77 TO 31-7-78
IN THE NAME OF FARMEE PETTY FARMEE JANGHERIAN YIDE UNDER NO. REV/186/
YI/30 DT. 20-4-79 ISSUED BY COLLECTION THANI I. SPL. TENURES ACQUISITION
BRANCH 8 BHU CITY. ORDER IS FILED IN FILE NO. J/MI/MISC/EXEMPT-CERT/1.A
C.WILL OVER.
SB/9-7-79.

(Rectangular () Brackets shows entry deleted)

Note :- This is a true copy of the extract of C.S. Register which forms part of this office record
and the area of the property referred to therein is 10550.71 Sq. meters.
(TEN THOUSAND FIVE HUNDRED FIFTY POINT SEVENTY ONE SQ. METRS. ONLY)
Which has been verified with the original record and found correct.

Superintendent

Mumbai City Survey and Land Records



Name of Applicant: THE FARMEE G.P. FARMEE
Date of Application: 07/09/2008
Fee recovered: RS. 11411200.00
Date of Issue: 14/09/2008
Reference of Issue: 01/09/2008

ANNEXURE "C"

Division: Maharashtra-Central A Mill
Register No. 309
Page No. 75

SHREY REGISTER FOR THE TOWN AND VILLAGES OF BOMBAY
(Prepared under Section 282 of the Maharashtra Land Revenue Act, 1956)

Fee by Shri S. B. Madantke

Checked by: *[Signature]*
21/11/2000

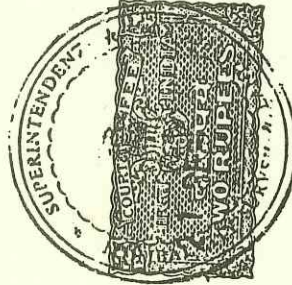
1. Sheet No. 276, 721	2. Name of street or Locality MUNICIPALITY OF GORALIA TANK ROAD & BOMBAY PETTI NO.	3. Street No. 107A	4. Cadastral Survey No. 596	5. Tenure (PRECISION & AREA) L.I.A.	6. Area in Sq. Yds./Hrs. 50 YARDS (12966.00) F. 367.40 (12666.60) F. WIDE ORL. 17 30 METERS 10558.71	7. Location Survey No. 64/7129, 5/7129, PART OF 1/7129	8. Collectors Map No. (Collectors Map Roll No.) X 11/2132, X 2132 (* MAP BILL)
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9. Ground Rent due to Govt. (REPEATING)	10. Name of Person to Beneficial Ownership (NAME OF DONOR OR TRUST OR OTHER PERSONS OR SOCIETY) (NAME OF BENEFICIARY) (NAME OF TRUST) (NAME OF SOCIETY) (NAME OF TRUST) (NAME OF SOCIETY) (NAME OF TRUST) (NAME OF SOCIETY) (NAME OF TRUST) (NAME OF SOCIETY)	11. Mode of Acquisition by Present Owner (A) (DEED NO. 1217) DECLARATION OF TRUST DT. 14-2-1939 BY 'B', 'C', 'D', 'E' IN COL. 10 AS TRUSTEES OF TRUSTI GURJAN PATTI PANCH SANSTHONAM ALSO WIDE C.S. NO. 597 OF THIS DIVN. (RS. 1,74,611-5-0) (B) JUDGE'S ORDER DT. 15-2-58 IN SUIT NO. 86 C.J. HIS 7072A WHERE BY IT IS ORDERED THAT 'F' & 'G' IN COL. 10 HAVE BEEN APPOINTED AS NEW TRUSTEES WIDE ALSO C.S. NO. 597 OF THIS DIVN. 507/31-12-58 (C) (DEED NO. 2157) DEED OF APPOINTMENT OF NEW TRUSTEES DT. 31-12-57 WHEREBY 'H', 'I', 'J', 'K' IN COL. 10 HAVE BEEN APPOINTED AS NEW TRUSTEES WITH 'L', 'M', 'N' IN COL. 10 WIDE ALSO C.S. NO. 597 OF THIS DIVN. 507/31-12-58 (D) (DEED NO. 3470) DEED OF APPOINTMENT OF NEW TRUSTEES DT. 5-5-1965 WHEREBY 'O', 'P', 'Q', 'R', 'S', 'T', 'U' IN COL. 10 HAVE BEEN APPOINTED AS NEW TRUSTEES WITH 'V', 'W' IN COL. 10 WIDE ALSO C.S. NO. 597 OF THIS DIVISION.	12. Description of Title NIL
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13. Original Grant from Govt., if any	14. Lease from Public Body or Fazildar NIL	15. Ground Rent due to Public Body or Fazildar NIL	16. Superincumbrances Initial (B.C.) 58/15-11-59, 59/15-4-61, 59/16-4-59 SUPPL. (D) 307/28-8-1966, 307/28-8-66 SUPPL.
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17. Remarks
REFERENCED WIDE S.S. NO. 207 DT. 4-5-1911



17. Remarks

1-AN AREA OF 45.35 SQ. YARDS HAS BEEN TAKEN UP BY THE B.M.C. FOR STREET IMPROVEMENT BY THE DATE OF AS.S.O.7- FEB. 09. 1955. YOUR EX. ENDR. BEING 1 LETTER NO. 42/29/7/6ER-91. 20-10-1964. THE DATE OF POSSESSION IS 16-3-1964
 REF:- 50/1463877-314
 50/-12-11-64, 50/-12-1-64 2000.

DESCRIPTION CERTIFICATE IS REFERRED FOR THE PERIOD FROM 1-8-77 TO 31-7-78 IN THE NAME OF FRANCIS BISHWAN PETTY PARSEE MANHATTORUM TIDE ORDER NO. REV/10/50 01.20-4-79 ISSUED BY COLLECTOR MARI & S.P. TENNOR
 APPLICATION NUMBER 4 BAY CITY ORDER IS FILED IN FILE NO. 5/101/10102/1000/1
 (CH. M.A. C. RELL 04
 50/-9-8-78



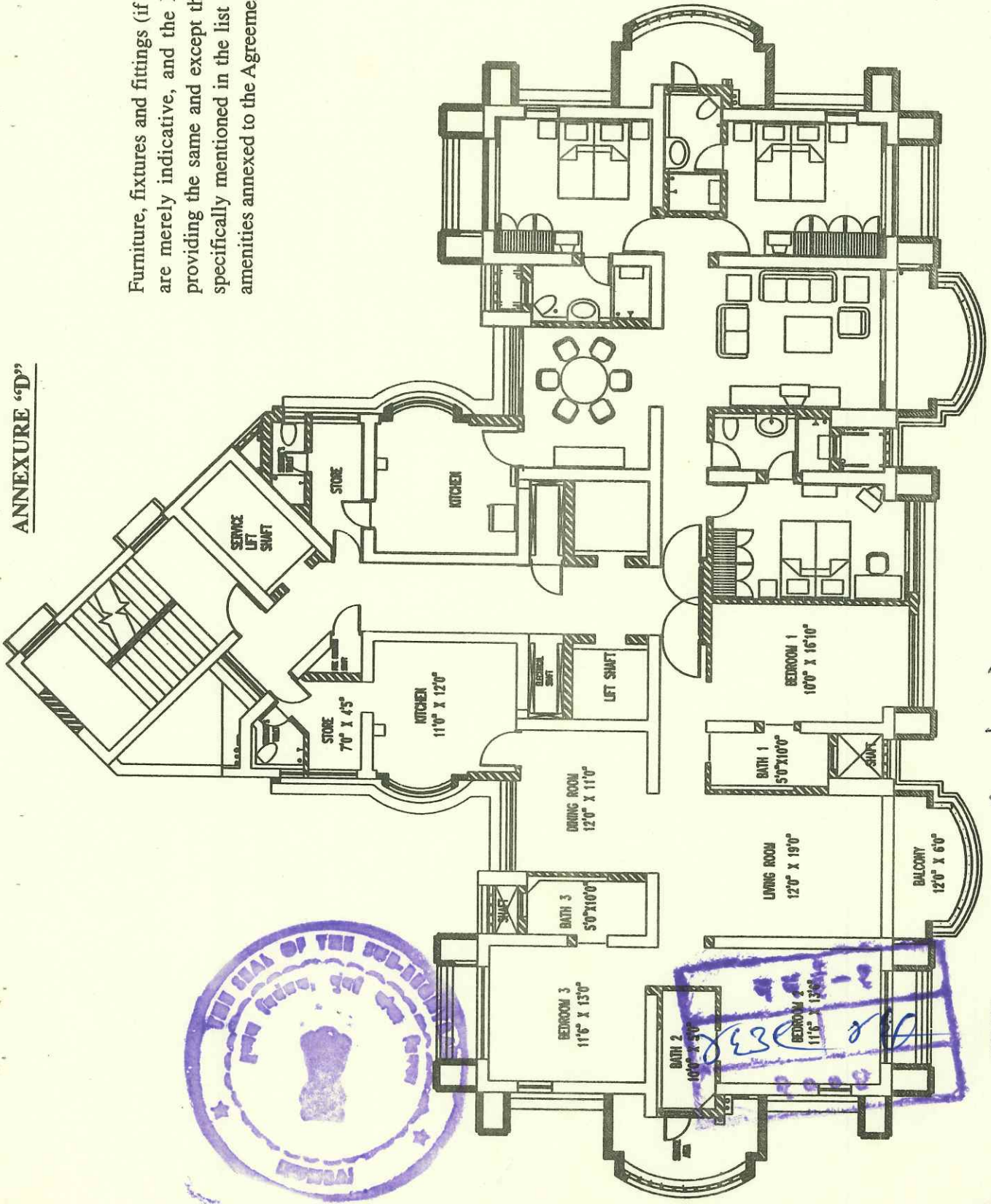
(Rectangle [] Brackets shows entry deleted)
 Note :- This is a true copy of the extract of C.S. Register which forms part of this office record and the area of the property referred to therein is 1390.88 Sq. meters.
 (ONE THOUSAND THREE HUNDRED NINETY PAINT FOURTY EIGHT SQ. METRS. ONLY)
 Which has been verified with the original record and found correct.
 26/01/2000

Superintendent
 Mumbai- City Survey and Land Records



ANNEXURE 'D'

Furniture, fixtures and fittings (if any) shown in the plan are merely indicative, and the Promoter shall not be providing the same and except those (if any) which are specifically mentioned in the list of fixtures, fittings and amenities annexed to the Agreement.

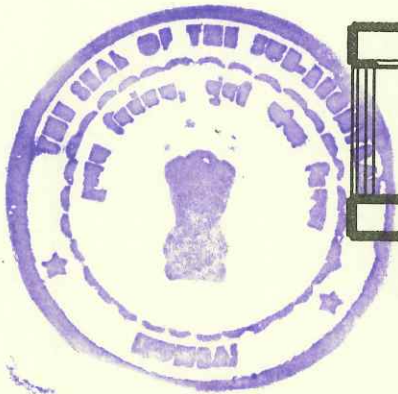


PETITT TOWERS
TYPICAL FLOOR PLAN

SOUTH WEST APARTMENT
(3 BEDROOM APT.)

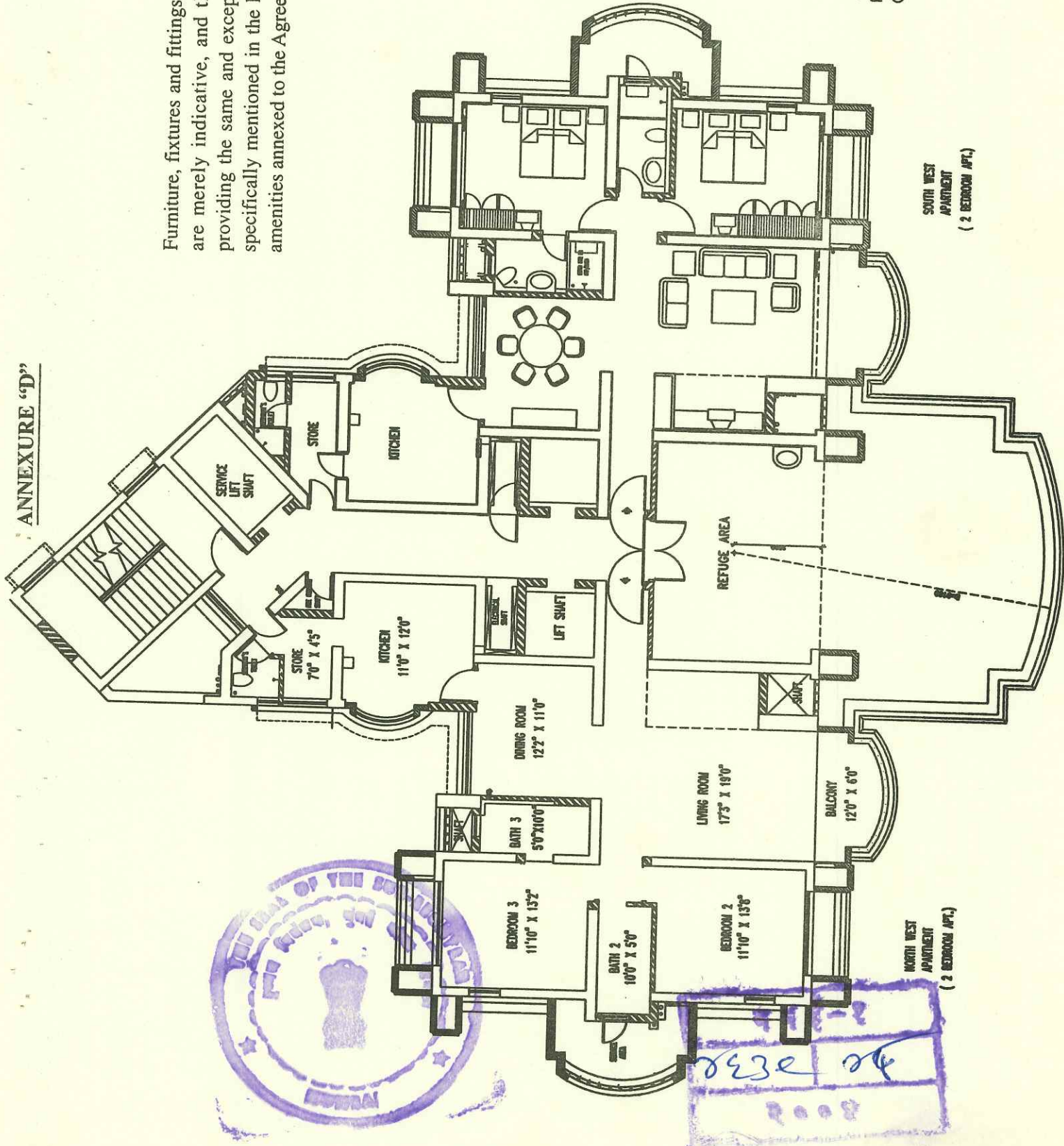
24th floor (2401/2402)

NORTH WEST APARTMENT
(3 BEDROOM APT.)



ANNEXURE "D"

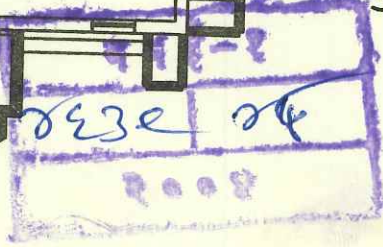
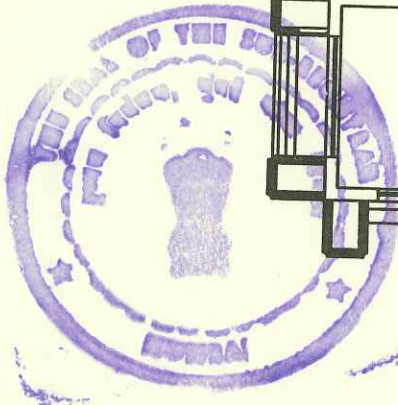
Furniture, fixtures and fittings (if any) shown in the plan are merely indicative, and the Promoter shall not be providing the same and except those (if any) which are specifically mentioned in the list of fixtures, fittings and amenities annexed to the Agreement.



PETIT TOWERS
REFUGE FLOOR PLAN
ON EIGHTH FLOOR

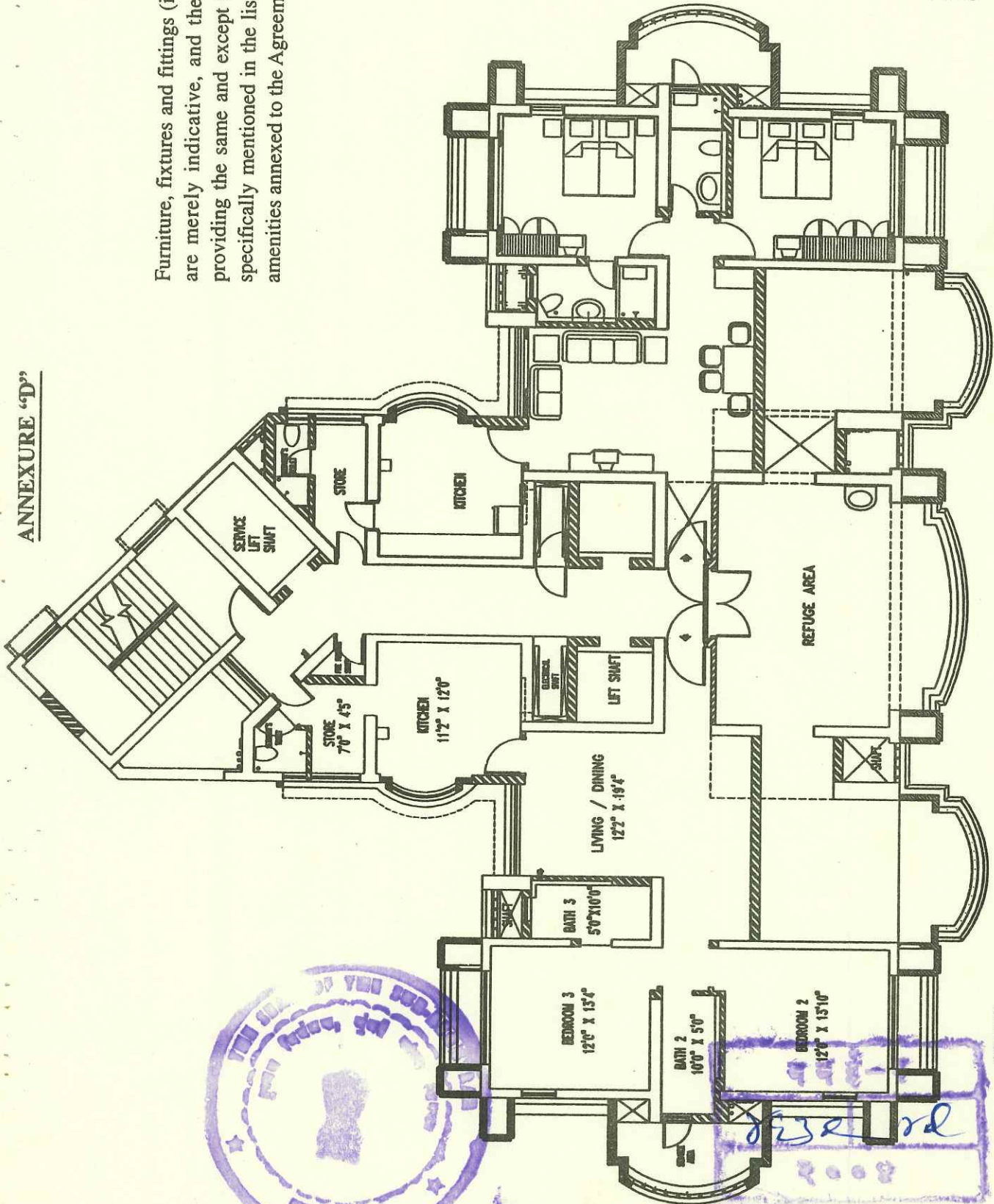
**SOUTH WEST
APARTMENT
(2 BEDROOM APT.)**

**NORTH WEST
APARTMENT
(2 BEDROOM APT.)**



ANNEXURE "D"

Furniture, fixtures and fittings (if any) shown in the plan are merely indicative, and the Promoter shall not be providing the same and except those (if any) which are specifically mentioned in the list of fixtures, fittings and amenities annexed to the Agreement.



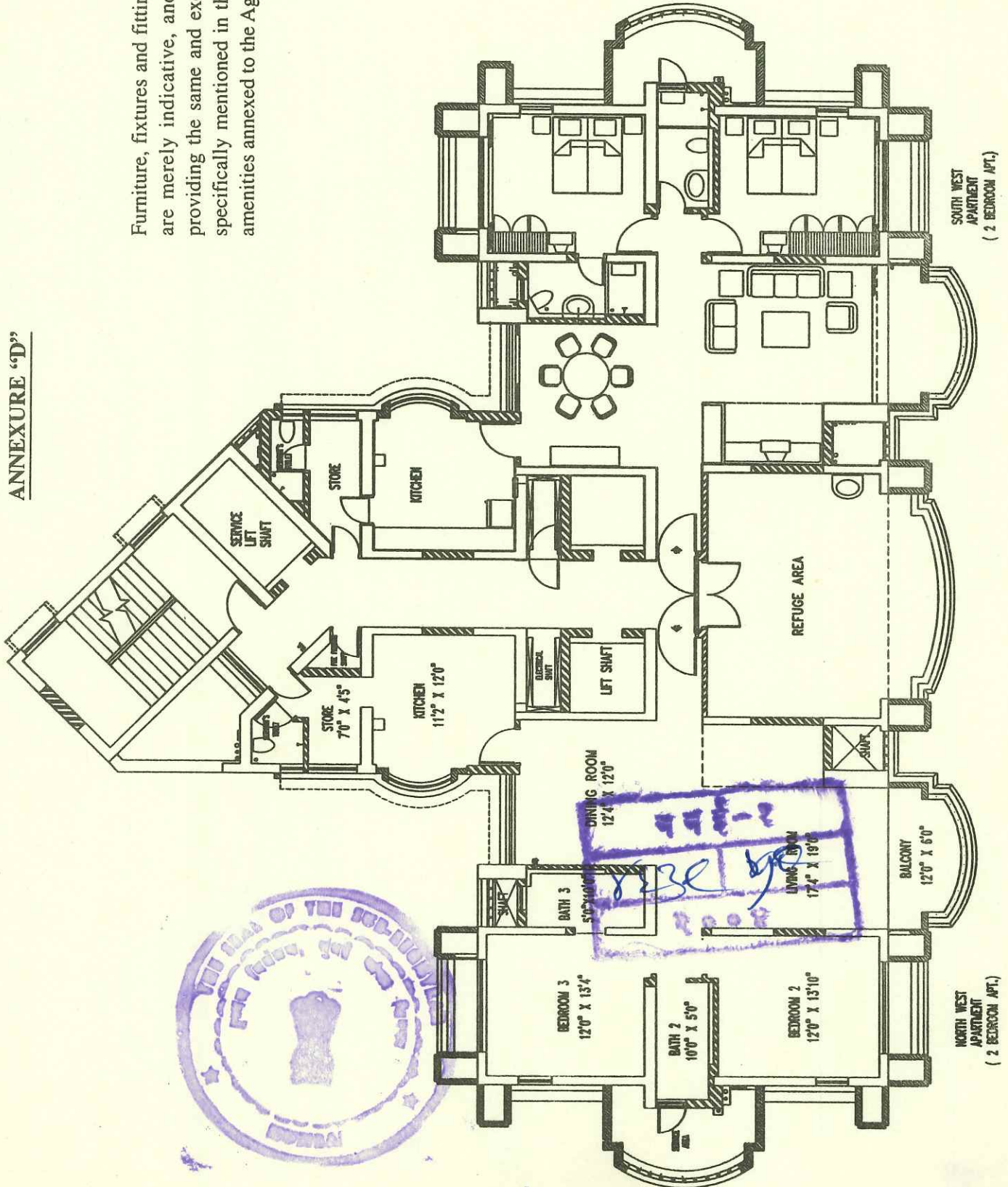
PETIT TOWERS
REFUGE FLOOR PLAN
ON FIFTEENTH FLOOR

SOUTH WEST
APARTMENT
(2 BEDROOM APT.)

NORTH WEST
APARTMENT
(2 BEDROOM APT.)

ANNEXURE 'D'

Furniture, fixtures and fittings (if any) shown in the plan are merely indicative, and the Promoter shall not be providing the same and except those (if any) which are specifically mentioned in the list of fixtures, fittings and amenities annexed to the Agreement.

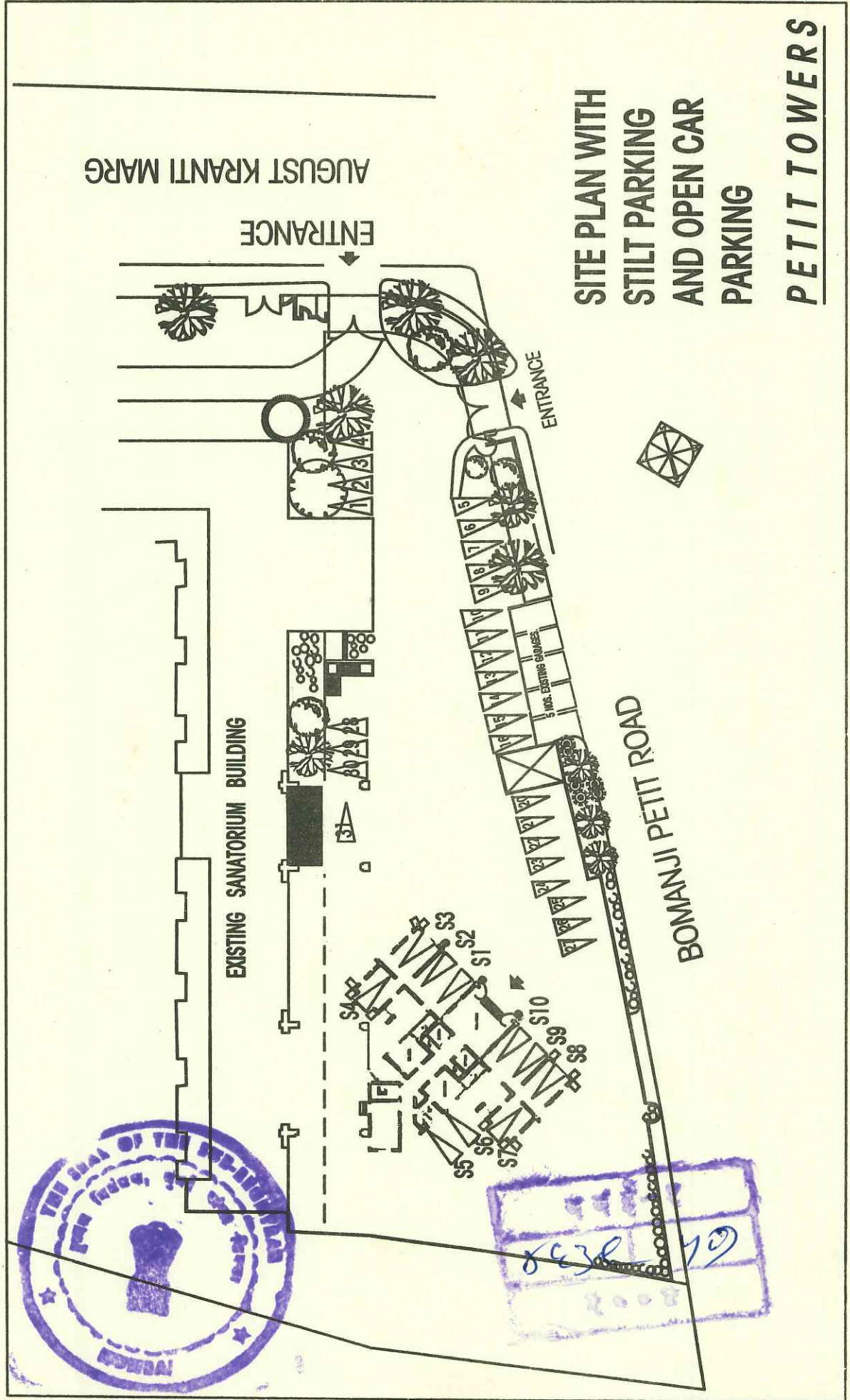


PETIT TOWERS
REFUGE FLOOR PLAN
ON TWENTY SECOND FLOOR

SOUTH WEST
APARTMENT
(2 BEDROOM APT.)

NORTH WEST
APARTMENT
(2 BEDROOM APT.)

ANNEXURE 'E'



ANNEXURE "E"

EXISTING SANATORIUM BUILDING

AUGUST KRANTI MARG

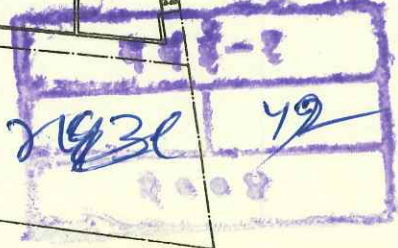
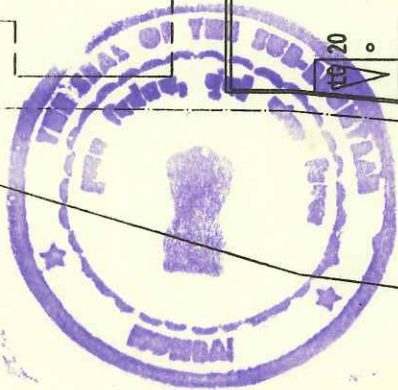
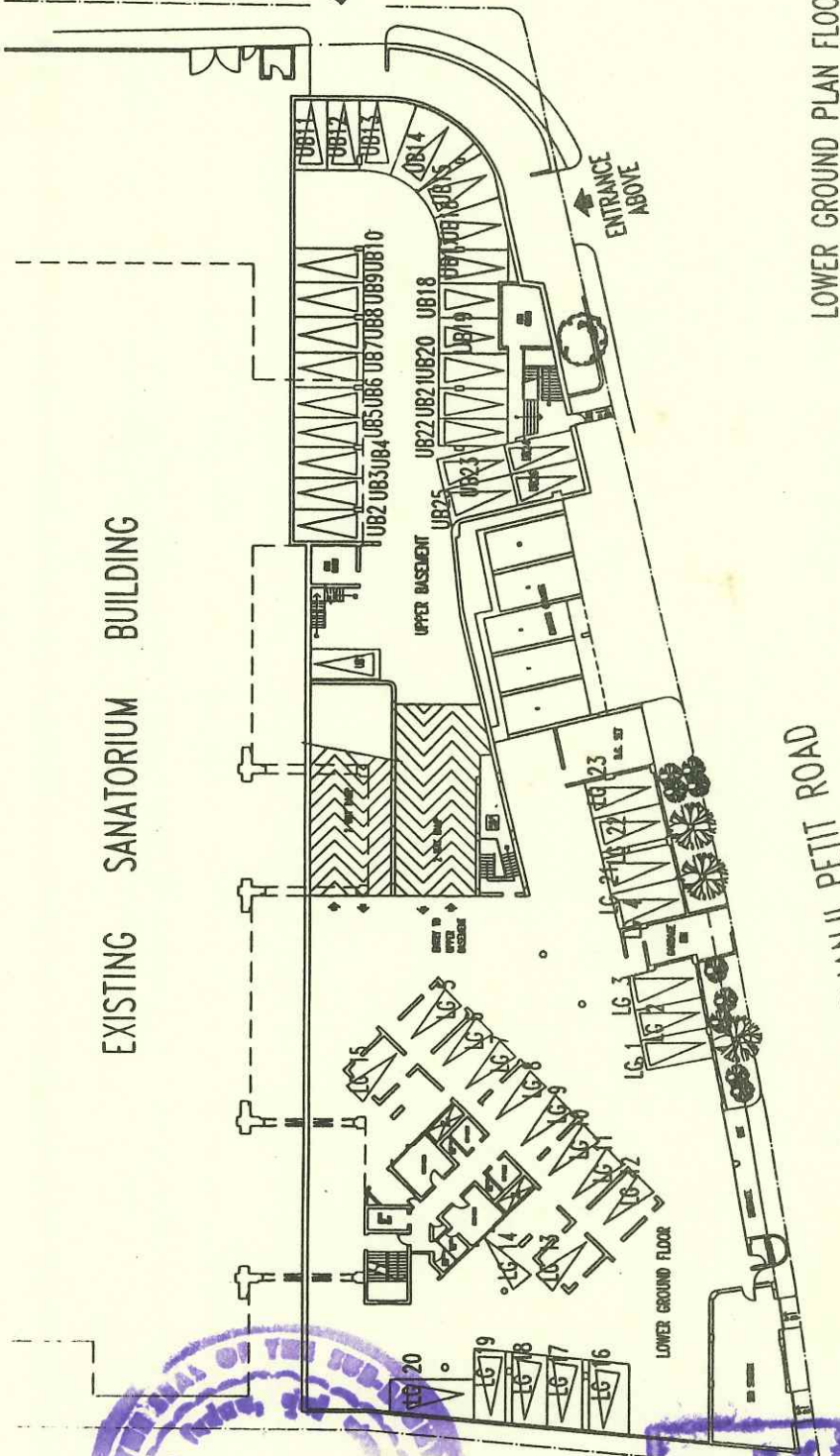
ENTRANCE ABOVE

ENTRANCE ABOVE

LOWER GROUND PLAN FLOOR ALONG WITH

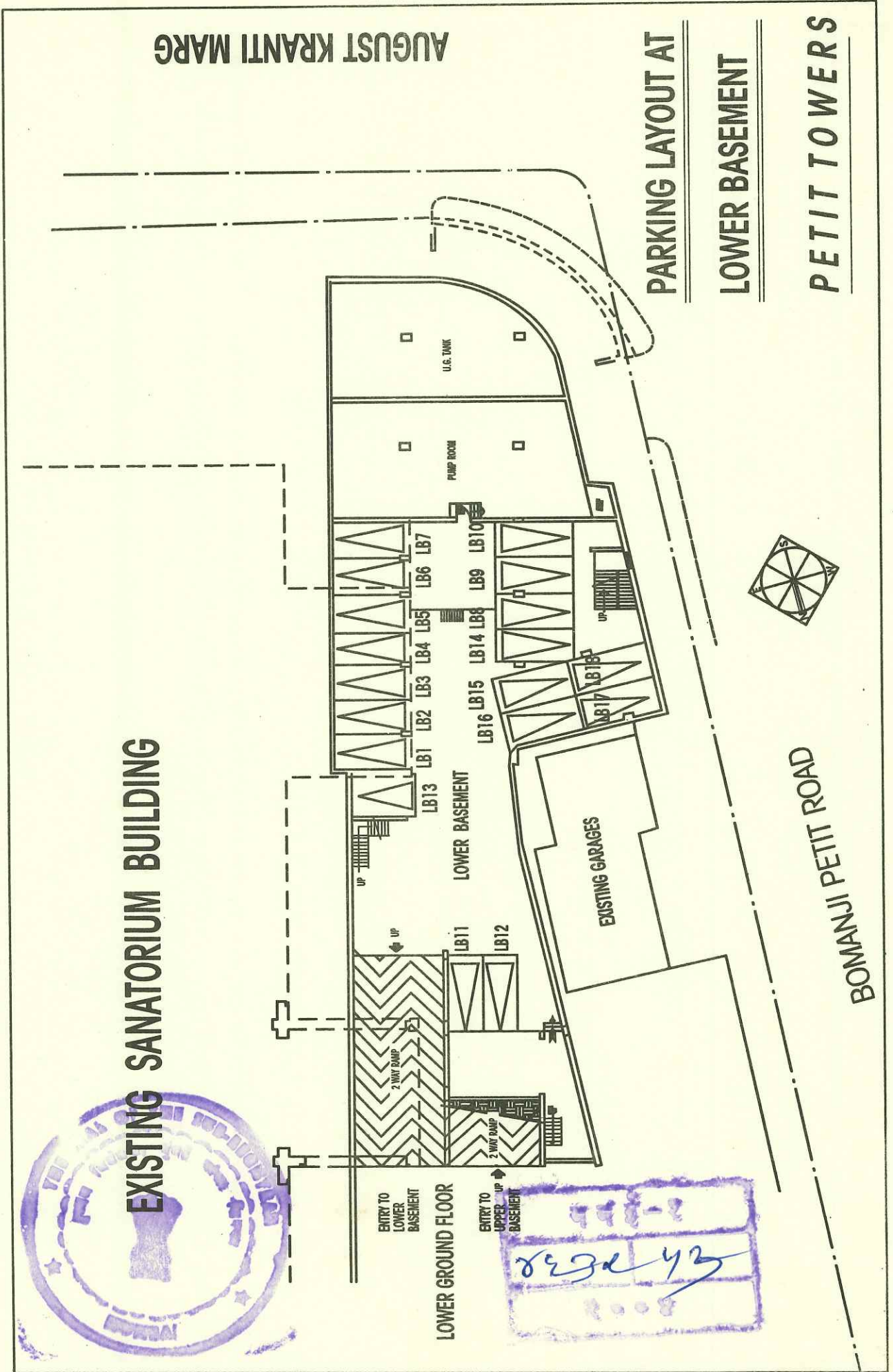
UPPER BASEMENT PARKING

PETIT TOWER

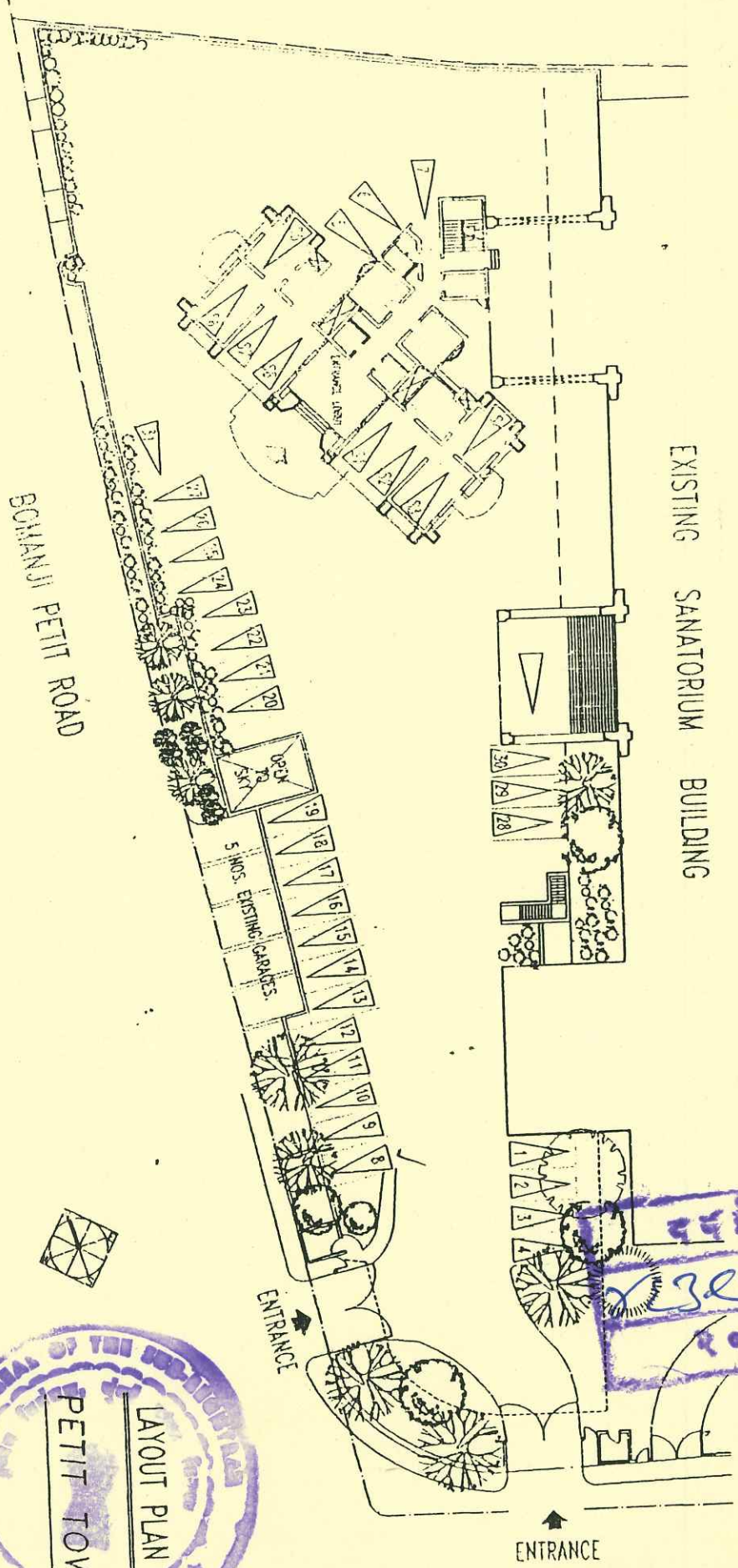


ANNEXURE 'E'

EXISTING SANATORIUM BUILDING



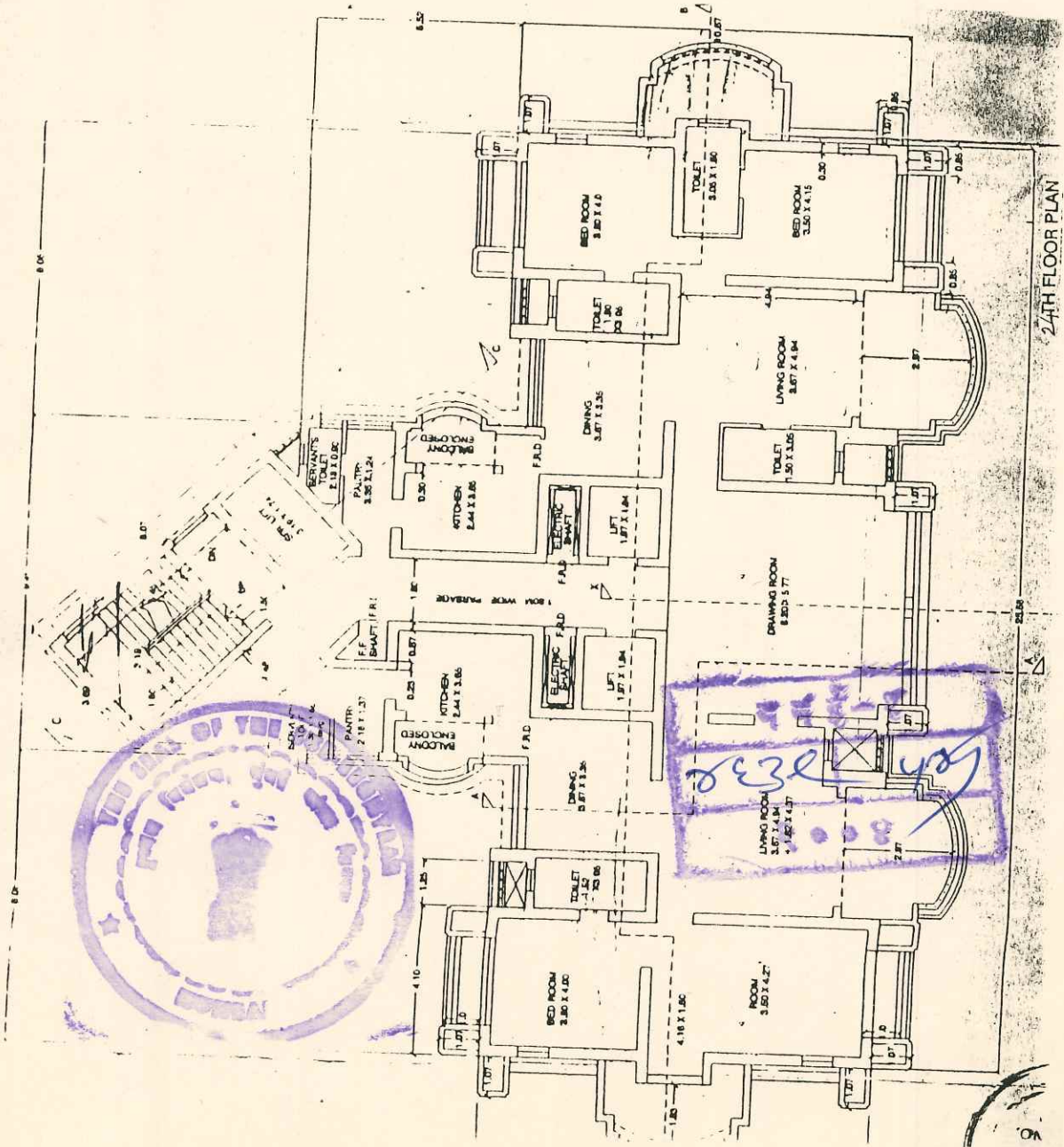
PINDAI KAR DARI GAMBAR AS ORG 1.6.2002



Handwritten purple notes and stamps:

- 2-3-2-2
- 30 40
- 8000

AUGUST KRANTI MARG



22/12/1978

This is to certify that the permission for the portion i.e. (37, 25) and Servant's Room, etc. is granted by the Municipal Corporation, Bangalore. No. 211-1/630/1/11, dated 12/12/78.

Dr. P. S. Rao
 Municipal Corporation
 Bangalore

X Sridhy N. Chandanani

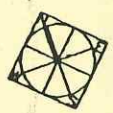
A. S. Subrah

24TH FLOOR PLAN

Asheela

EXISTING SANATORIUM BUILDING

BOMANJI PETIT ROAD

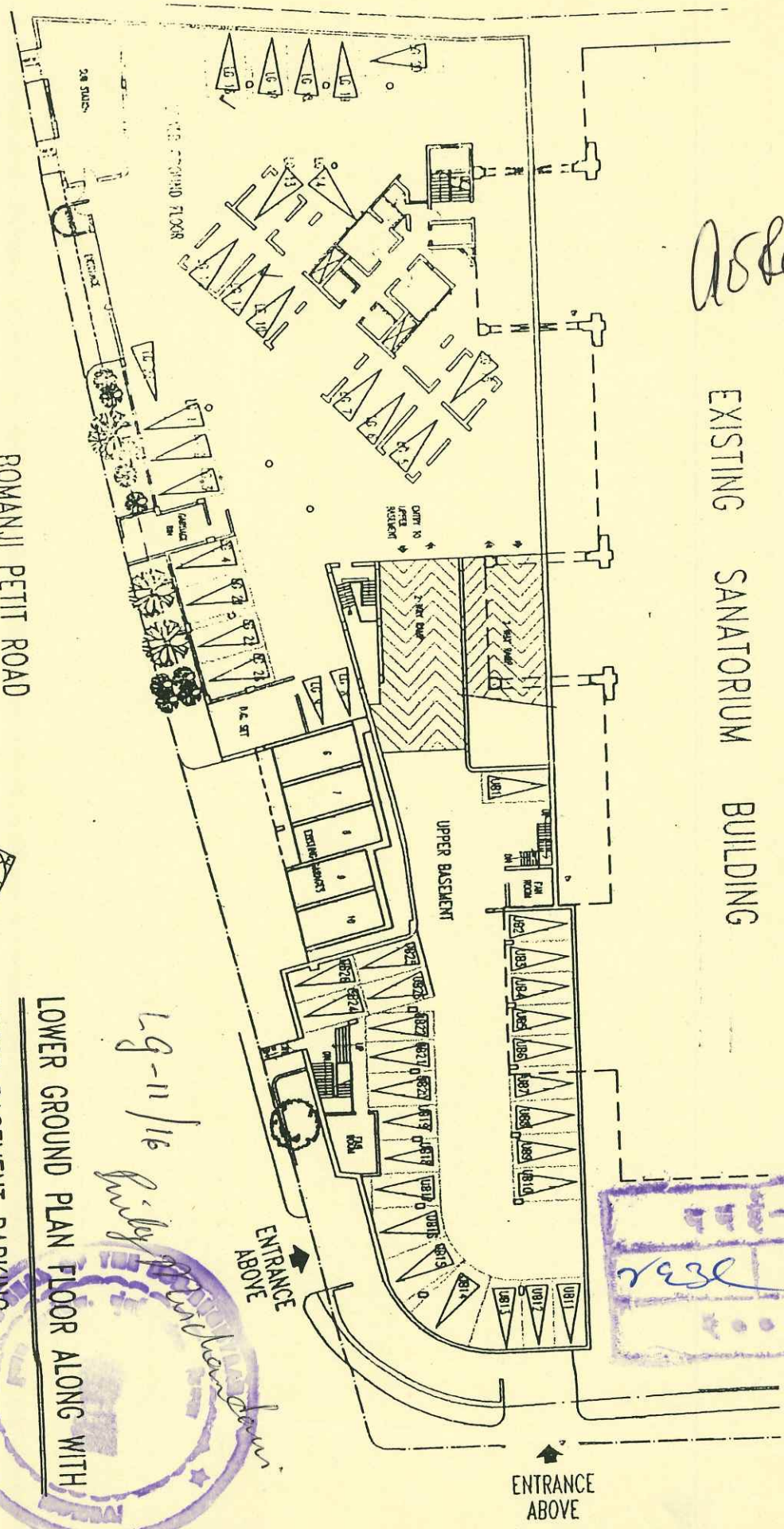


LOWER GROUND PLAN FLOOR ALONG WITH
UPPER BASEMENT PARKING

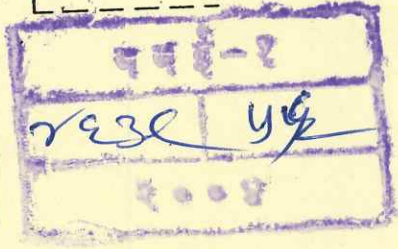
PETIT TOWER

Lg-11/16

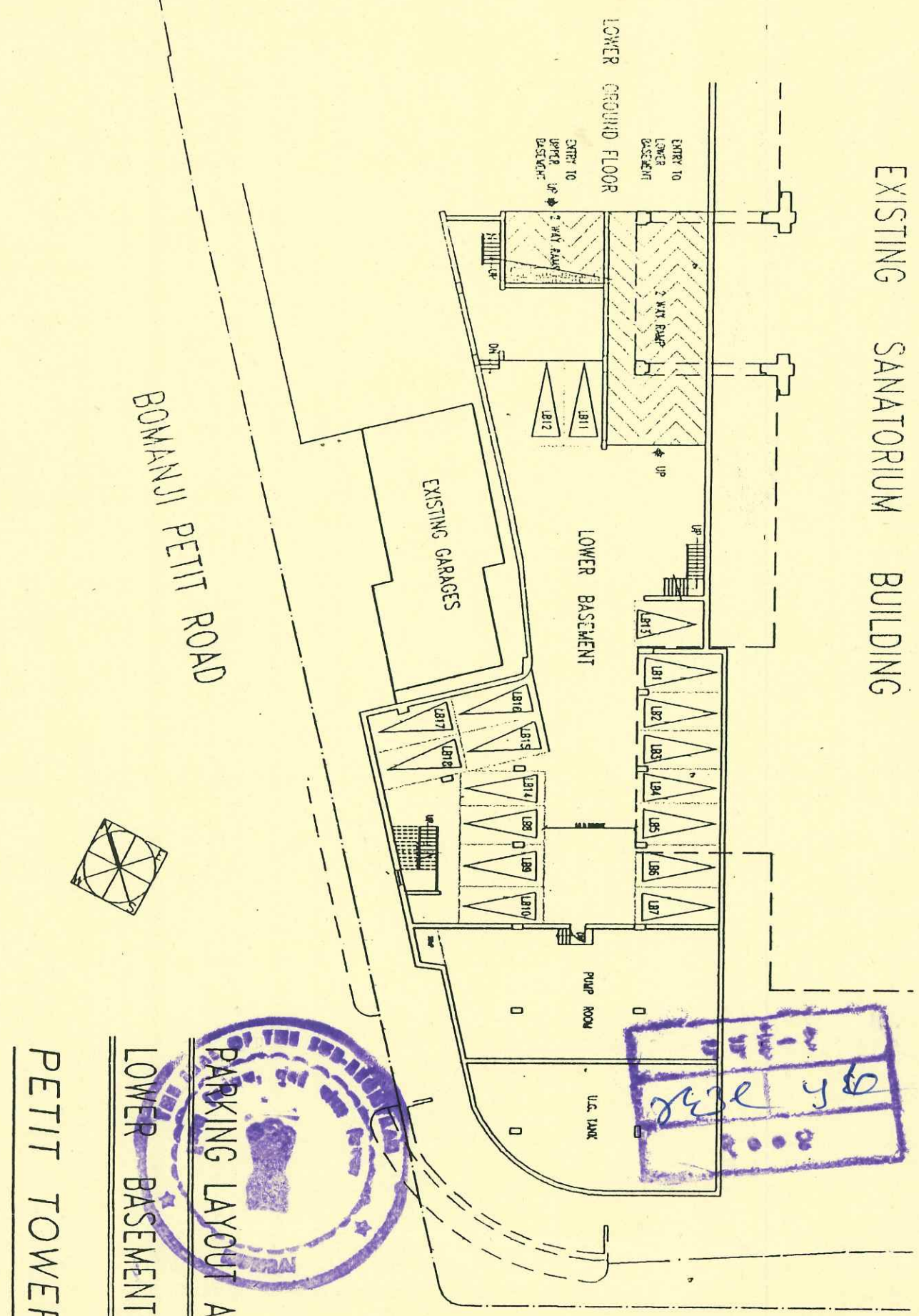
Pradyumn



AUGUST KRANTI MARG



EXISTING SANATORIUM BUILDING



ROMANJI PETIT ROAD

PETIT TOWER

LOWER BASEMENT

PARKING LAYOUT AT



AUGUST KRANTI MARG

MUNICIPAL CORPORATION OF GREATER MUMBAI

No.EB/2630/D/A.

7/7/2002

To
~~Owner,~~
The Trustees
F.D. Petit Parsee Sanitarium
A.K. Marg, Kemp's Corner
Malabar Hill & Cumballa Hill Division
Mumbai 400 036

Ex. Eng. Bldg. Proposal (City)
'E' Ward Municipal Offices, 3rd Floor,
10 S.K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

Sub : Occupation certificate for tower building except East wing of Sanatorium on plot bearing C.S.No.597 & 598 of Malabar Hill Division, August Kranti Marg, Mumbai

Ref : Your Architect 's letter dated 20.12.2002

Sir,

WITHOUT PREJUDICE

With reference to above letter, this is to inform you that there is no objection to occupy the tower building (stilt + 25) and sanitarium except east wing of Sanitarium under reference which is constructed under supervision of Architect Shri R.R. Chawla (Regn. No.C-21) and Regd. Structural Engineer Shri V.V. Nori (Regn.No.STR-N/13) subject to following conditions :-

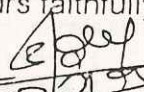
- 1) That the joint demarcation with DILR will be carried out within 90 days from receipt hereof.
- 2) That certificate u/sec.270A of M.M.C. act will be submitted.
- 3) That the revised P.R.Card of amalgamated plot shall be submitted.
- 4) That the revised P.R.Card showing the set back land transferred in the name of M.C.G.M. shall be submitted.

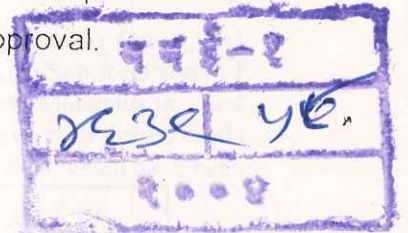
This occupation permission is granted without prejudice to rights of M.C.G.M. to take action under Section 353-A of B.M.C.Act, if found necessary.

A set of plans duly stamped/signed showing occupation permission granted to portion marked red is returned herewith as token of approval.



Yours faithfully,


Dy. Chief Engineer
Building Proposals (City).



ET	1
EEUE	2
Roor	

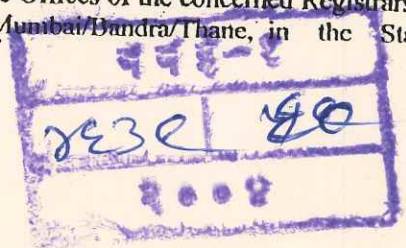
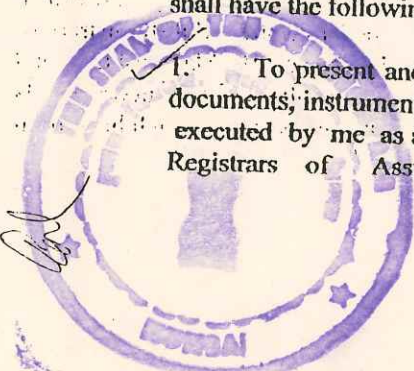
NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT, I, ALBIN DAVID REBELLO, do hereby nominate, constitute and appoint the following persons :-

- 1) Mr. D.S. Kodak
- 2) Mr. P. Ranjit Kumar
- 3) Mr. Rahul Jha
- 4) Mr. John Bosco Sebastine



and each of them severally to be my true and lawful Attorney/s (hereinafter referred to as "the Attorney/s"), in fact and in law, and for me and on my behalf, and in my name, to do, execute and perform, in respect of the deeds of apartment, declaration, documents, instruments and writings which have been or may hereafter be executed by me as aforesaid, all or any of the following acts, deeds, matters and things, in the same manner and as effectually as I could now do or could hereafter do in respect thereof or relating thereto, and I hereby confer upon the Attorney/s and each of them, and they/he shall have the following powers and authorities:-

1. To present and lodge the said deeds, deeds of apartment, declarations, documents, instruments and writings which have been or may hereafter be executed by me as aforesaid, in the Offices of the concerned Registrars/Sub-Registrars of Assurances in Mumbai/Bandra/Thane, in the State of



al

६६६-८/
६६६८३
२००२

Maharashtra, and elsewhere in India, for registration, and to admit execution thereof, and to do, execute and perform all acts, deeds, matters and things necessary for effectively registering the same.

2. GENERALLY, to do, execute and perform, or cause to be done, executed and performed, any act, deed, matter or thing in connection with the purposes of these presents, as amply, fully and effectively to all intents and purposes, as I myself could do on my own if these presents were not made.

AND I HEREBY DECLARE AND CONFIRM THAT all acts, deeds, matters and things which shall be done, executed and performed, or which shall be caused to be done, executed and performed by the Attorney/s in pursuance hereof, shall be as good and effectual to all intents and purposes as if the same had been done, executed and performed by me personally.

AND I HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever the Attorney/s shall lawfully do, purport to do, or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have executed this Power of Attorney at Mumbai this 25th day of September, 2002.



A. S. Rebello

SIGNED AND DELIVERED by the)
 within named Mr. ALBIN DAVID REBELLO)
 in the presence of)

al

1. D. S. KODAK



D. S. Kodak



3. RAHUL JHA.



Rahul Jha



2. P. RANJIT KUMAR



P. Ranjit Kumar



4. John Bosco Sebastine



John Bosco Sebastine



18/11/2002

10:32:09 am

दस्त गोषवारा भाग-1

दस्त क्रमांक : 6679/2002
दस्ताचा प्रकार : Execution of Power

अनु क्र. पक्षकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 अल्पिन डेविड रिचेलो

Executor

बंगलो नं 1, धरगज्योत विल्डींग नं 2, न्यु कांत वाडी रोड , ऑफ पेरी कॉस रोड , बांद्रा प मुं 50. वय 40.

A. D. Debello



2 डी एस कोडक

Executant

एमरल्ड कोर्ट 704, एल जे रोड , माहिंग प मुं 16. वय 55.

3 पी रंजितकुमार

Executant

वरीलपमाणे वय 30.

सही

4 एमन ड

Executant

वरीलपमाणे वय 25.

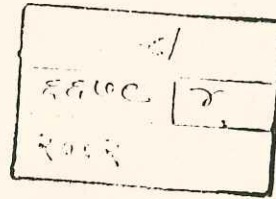
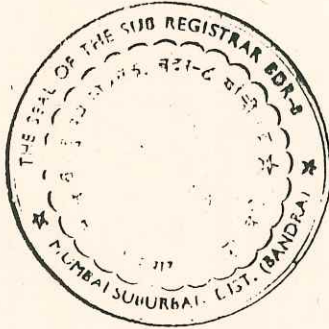
सही

5 जॉन वॉरको रोवेस्टिन

Executant

वरीलपमाणे वय 22.

सही



1 OF 1



दस्त गोषवारा भाग - 2

दस्त क. [नदर 6679 2002] चा गोषवारा
वाजार मूल्य : 1 गोवदता : 0 भरतेले गुदांक शुल्क : 100

पावती क.: 4683 दिनांक: 18/11/2002
पावतीचे वर्णन
नांव: अश्विन देविद रिशेती

दस्त हजर केल्याचा दिनांक : 18/11/2002 10:27 AM
निष्पादनाचा दिनांक : 25/09/2002

20 : नोंदणी फी
100 : नक्कल (प. 11(1)), पुस्तकाचा नक्कल
(आ. 11(2)).
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी
120: एकूण

दस्ताचा प्रकार : 7) मुख्यवारीची अंगतवजावणी म्हणून नेमणूक
शिवका क. 1 ची वेळ : (सादरीकरण) 18/11/2002 10:27 AM
शिवका क. 2 ची वेळ : (फी) 18/11/2002 10:31 AM
शिवका क. 3 ची वेळ : (कवृती) 18/11/2002 10:31 AM
शिवका क. 4 ची वेळ : (ओळख) 18/11/2002 10:32 AM

दस्त नोंद केल्याचा दिनांक : 18/11/2002 10:32 AM

दस्ताऐवज करून देणार तथाकथित [मुख्यवारीची अंगतवजावणी म्हणून नेमणूक] दस्ताऐवज करून दिल्याचे कवृल करतात.

द. निबंधकाची सही. वांछा/ह/प/१११
साह मुख्यम निबंधक वरर-८,
मुंबई उपनगर जिल्हा मुंबई (वांछा)

ओळख :

खालील इराग अशे निवेदीत करतात की, ते दस्ताऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

- 1) अंजूम खान, एमरल्ड कोर्ट 704, एल जे रोड, माहिप प गुं 16, वय 36.
- 2) एम एफ शेख, वरीनप्रमाणे वय 39.

Al Anjum Khan
M. F. Sheikh

द. निबंधकाची सही
वांछा

साह मुख्यम निबंधक वरर-८,
मुंबई उपनगर जिल्हा मुंबई (वांछा)

वरर-८/
६६७८/५
२००२

प्रमाणित करण्यात येते की, या
पुस्तकाच्या प्रत... पावे आहेत.

साह मुख्यम निबंधक वरर-८,
मुंबई उपनगर जिल्हा वांछा.

२००२-०१ ६६७८/२००२
पुस्तक क्रमांक १, क्रमांक पर
नोंदळा.
दिनांक १६/११/२००२

साह मुख्यम निबंधक वरर-८
मुंबई उपनगर जिल्हा.

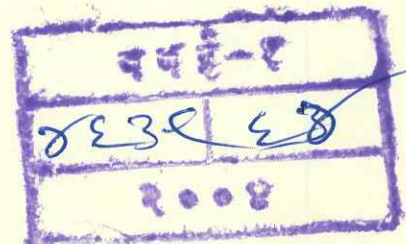


वरर-८
६६७८/५
२००२

ANNEXURE - "F"

Price of Construction Materials & Labour

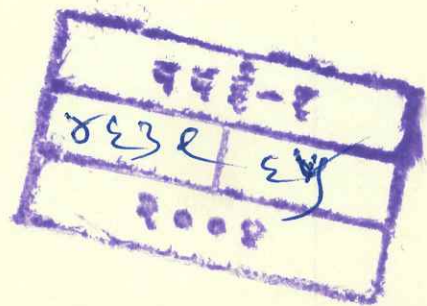
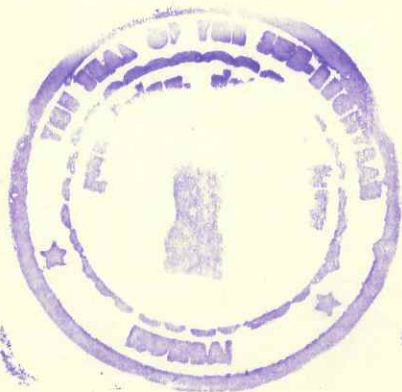
Sr.No.	Particulars	Price (Rs.)
1	Cement 43 grade	140 per bag
2	Mild Steel	16500 per mt
3	High yield strength steel	16750 per mt
4	Granamite Tiles	130 per sq. ft.
5	Polished Granite	2152 / m ²



ANNEXURE 'G'

Fixtures, Fittings and Amenities to be provided :

1. Construction of the building will be R.C.C. framework.
2. Electrically operated automatic Elevators.
3. Granamite flooring for living room, bedrooms & Ceramic tiles in the kitchen. Staircase in Kotah green sandstone.
4. 7' Dado of Granamite or glazed tiles in the bathing area & 4' in other area.
5. Windows - Aluminum Anodised Frame with clear float glass.
6. Main door - teakwood outer frame with melamine polish and 45 mm flush shutter.
Internal and toilet doors - Teakwood outer frame with paint and 37 mm flush shutter.
7. French Doors will be of Aluminum Anodized Frame.
8. Painting - Internal walls - Tarraco plaster finish on walls and Oil Bound Distemper.
Ceiling walls - Oil Bound Distemper.
External walls - Stonecrete plaster.
9. Plumbing - Cu Piping, Chrome plated sanitary fixtures.
10. Electrical - Concealed copper wiring, Telephone, TV points & provision of AC slots in living & bedrooms.





15/06/2004

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

बवइ1

दस्त क्र 4639/2004

2:39:16 pm

मुंबई शहर 1 (फोर्ट)

दस्त क्रमांक : 4639/2004

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: दि फ्रेमजी दिनशाॅ पेट्टीट पारसी सॅनोटोरियम तर्फे ए डी रिबेलो तर्फे मुखत्यार दिनकर शंकर कोडक () मुखत्यार नं बदर 6679/2002) पत्ता: घर/फ्लॅट नं: 70 गल्ली/रस्ता: मादिम लेडी ईमारतीचे नाव:	लिहून देणार वय 59 सही	 20679 - 62838	
2	नाव: श्री महेश्वर रिसोर्सि प्रा लि तर्फे संचालक पिंकी रमेश मिरचंदानी पत्ता: घर/फ्लॅट नं: 74 गल्ली/रस्ता: ज्युपिटर ईमारतीचे नाव: कफ परेड ईमारत नं: 7 वा मजला पेठ/वसाहत: - शहर/गाव:- तालुका:	लिहून घेणार वय 46 सही	 20679 - 62337	





दस्त गोषवारा भाग - 2

बबइ1

दस्त क्रमांक (4639/2004)

६१०

दस्त क्र. [बबइ1-4639-2004] चा गोषवारा
बाजार मुल्य :60854895 मोबदला 70000000 भरलेले मुद्रांक शुल्क : 5548750

पावती क्र.:4751 दिनांक:15/06/2004
पावतीचे वर्णन
नांव: श्री महेश्वर रिसोर्सि प्रा लि तर्फे संचालक
पिकी रमेश मिरचंदानी

दस्त हजर केल्याचा दिनांक :15/06/2004 02:32 PM
निष्पादनाचा दिनांक : 15/06/2004
दस्त हजर करणा-याची सही :

Purky Mirchandani

30000 :नोंदणी फी
1320 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31320: एकूण

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 15/06/2004 02:32 PM
शिकका क्र. 2 ची वेळ : (फी) 15/06/2004 02:35 PM
शिकका क्र. 3 ची वेळ : (कबुली) 15/06/2004 02:38 PM
शिकका क्र. 4 ची वेळ : (ओळख) 15/06/2004 02:38 PM

दस्त नोंद केल्याचा दिनांक : 15/06/2004 02:39 PM

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

ओळख :

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

1) ब्रुनो- फर्नांडिस ,घर/फ्लॅट नं: धनराज महल

गल्ली/रस्ता: शिवाजी महाराज मार्ग

ईमारतीचे नाव: -

ईमारत नं: -मुं

पेठ/वसाहत: -

शहर/गाव:-

तालुका: 39

पिन: -

2) सुधिर- सुद ,घर/फ्लॅट नं: 612

गल्ली/रस्ता: मेकर चेंबर्स 5

ईमारतीचे नाव: नरीमन पॉईंट

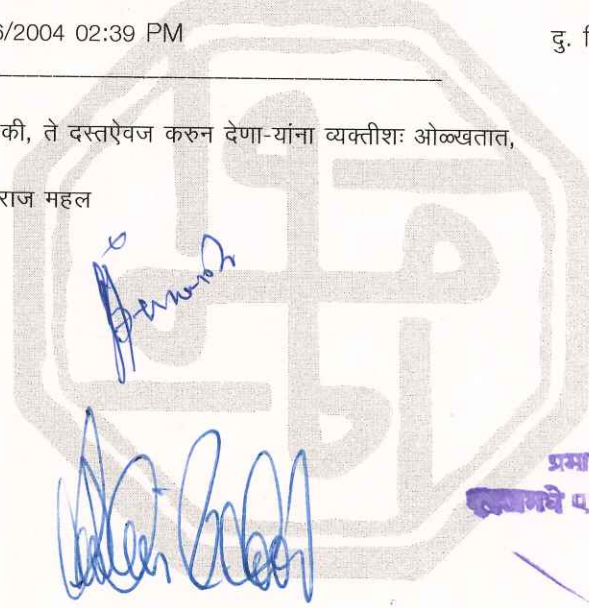
ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:मुं

तालुका: -

पिन: 21



प्रमाणित करणेत दिले वीच्या

दस्तावे पचूण. ... पाजे आहेत

सह दुय्यम निबंधक
मुंबई शहर क. १

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



दुस्तक क्रमांक १

नोंदला,

आपीव :

१५/६/०४

अपिलाची सुनावणी करण्याचेरीज

निबंधकाचे सवे अचकार अजलेबा

सह दुय्यम निबंधक

मुंबई शहर क. १.

DATED THIS _____ DAY OF _____ 200____

BETWEEN

THE TRUSTEES OF THE FRAMJEE DINSHAW
PETIT PARSEE SANATORIUM

AND

AGREEMENT FOR SALE

OF

FLAT NO _____ ON THE _____ FLOOR
OF THE BUILDING KNOWN AS PETIT TOWERS
AND OPEN PARKING SPACE NO. _____
AND/OR COVERED PARKING SPACE NO.
_____ THEREIN, SITUATED AT
AUGUST KRANTI MARG, MUMBAI 400 026.

UDWADIA, UDESHI & BERJIS
ADVOCATES & SOLICITORS
Thomas Cook Building, 3rd Floor,
Mumbai - 400 001.

LG 39/04
15/6/07

74 Jupiter
Luffa parva
Munhai 400005

Scored/ 3.12

Registration & Stamps Deptt.
HELP-LINE
226-34567