

Flat No-101

पाठनी क्र.

नोंदणी ३९ म.  
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक

१४-१२-१९९८

दस्तऐवजाचा प्रकार-

सादर करणाराचे नाव-

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी  
 नक्कल फी (फोलिओ)  
 पृष्ठांकनाची नक्कल फी  
 टपालखर्च  
 नकला किंवा ज्ञापने (कलम ६४ ते ६७)  
 शोध किंवा निरीक्षण  
 दंड-कलम २५ अन्वये  
 कलम ३४ अन्वये  
 प्रमाणित नकला (कलम ५७) (फोलिओ)  
 इतर फी (मागील पानावरील) बाब क्र.  
 " " "  
 " " "  
 " " "  
 " " "

४०८९५०/-  
 ५९५४  
 २००५८/-  
 २००००  
 २२०  
 ६०  
 २०३००  
 P/M

रु.	पै.
२००००	
२२०	
६०	
एकूण २०३००	

दस्तऐवज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

दुय्यम निदेशक, मुंबई

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा.

सादरकर्ता

103

Rs. 408950/-

भारत STAMP DUTY महाराष्ट्र  
 GENERAL STAMP OFFICE TOWN HALL, FORT, MUMBAI - 400 023. MAH/GSO/001  
 Rs. ≈ 0408950 -9.12.98  
 281975 00029 # 11096148262  
 INDIA MAHARASHTRA

Rs. 4,08,950/-

Rs. four lakh eight thousand nine hundred

P. K. J. & Co.

*[Signature]*  
 Mr. V. Kambhakar  
 Proper Officer,  
 General Stamp Office, Mumbai

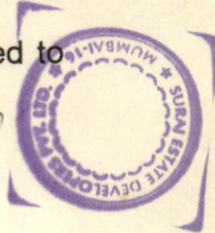
ARTICLES OF AGREEMENT made at Mumbai on this 11<sup>th</sup> day of December One thousand nine hundred ninety eight -

**BETWEEN**

**SURAJ ESTATE DEVELOPERS PRIVATE LIMITED**, a company registered under the Companies Act, 1956 having its registered office at 901, Silver Cascade, Mount Mary Road, Bandra, Mumbai 400 050, hereinafter referred to as "SEDPL" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-title and assigns) of the One Part;

**AND**

**NATIONAL STOCK EXCHANGE OF INDIA LIMITED**, a Public Limited Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Mahindra Towers, 'A' Wing, First Floor, RBC, Worli, Mumbai-400018 hereinafter referred to as "NSEIL" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors -in-title and permitted assigns) of the Other Part;

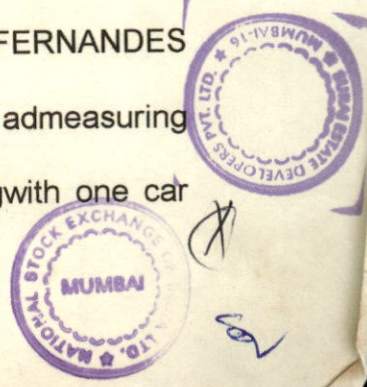
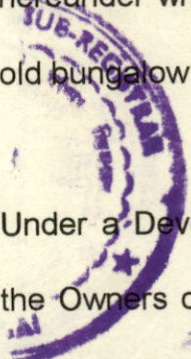


**WHEREAS :-**

(i) TERESA BONNIE FERNANDES, THOMAS VALENTINE ESPERANCE, JOHN VALENTINE ESPERANCE, LORRAINE FERNANDES, RONNIE alias RONALD MATHIAS FERNANDES, THOMAS PEREIRA, MELANIE CATHERINE LOBO, MAXWELL PEREIRA and MALCOLM PEREIRA, (hereinafter referred to as **"the Owners"**), are seized and possessed of and otherwise well and sufficiently entitled to the property bearing Final Plot No.766 of Town Planning Scheme, Bombay City No.IV, Mahim area admeasuring 1958 square yards equivalent to 1637.14 square metres or thereabouts situate at College Gully, Off Gokhale Road (North), Dadar, Mumbai-400 028, particularly described in the Schedule hereunder written and hereinafter referred to as **"the said property"** alongwith old bungalow and structures thereon.

(ii) Under a Development Agreement dated 23rd December, 1993, made between the Owners of the One Part and SEDPL being the Developers abovenamed of the other Part, SEDPL abovenamed have acquired all the rights of development of the said property on the terms and conditions recorded in the said Development Agreement dated 23rd December, 1993.

(iii) Under the said Development Agreement dated 23rd December, 1993, SEDPL have agreed to construct new buildings on the said property after demolition of old buildings and structures thereon in accordance with the Building Proposals to be got sanctioned from the Government, Municipal and other concerned authorities and allot and sell to (1) TERESA BONNIE FERNANDES, (2) THOMAS VALENTINE ESPERANCE, (3) JOHN VALENTINE ESPERANCE, (4) LORRAINE FERNANDES, (5) RONNIE alias RONALD MATHIAS FERNANDES and (6) THOMAS PEREIRA, one residential flat with carpet area admeasuring about 740 square feet inclusive of balconies and passages alongwith one car

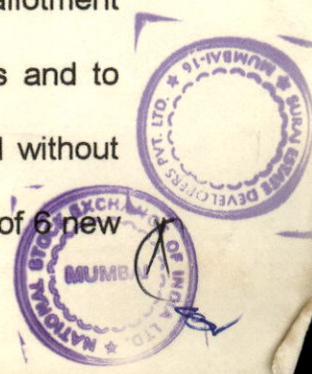


parking space to each of the owners under the stilt of the building, in which the said flats will be located.

(iv) Pursuant to clause 28 of the said Development Agreement dated 23rd December, 1993, SEDPL has entered into Separate Agreements for Allotment of Alternative Accommodation all dated the 13th day of October, 1994 between SEDPL and Teresa Bonnie Fernandes, Thomas Valentine Esperance, John Valentine Esperance, Lorraine Fernandes, Ronnie alias Ronald Mathias Fernandes, Thomas Pereira, Melanie Catherine Lobo, Maxwell Pereira and Malcom Pereira, (therein referred to as "the Owners" and hereinafter whenever the context so requires referred to as "**the Co-owners**") for allocation of 6 flats on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building to be constructed with the Co-owners as more particularly detailed in this recital.

(v) By a further writing dated 1st July, 1998 addressed by 5 of the Co-owners namely TERESA BONNIE FERNANDES, THOMAS VALENTINE ESPERANCE, LORRAINE FERNANDES, RONNIE alias RONALD MATHIAS FERNANDES and THOMAS PEREIRA to the Developers, each of the said 5 Co-owners have agreed to accept from SEDPL flat in the Tower Project of SEDPL under construction at Marinanagar Colony, Mahim (West), Mumbai in lieu of the flat agreed to be allotted by SEDPL to each of the said 5 Co-owners under the respective Agreements for Alternative Accommodation dated 13th October, 1994 hereinabove recited as detailed hereinbelow, since the 6<sup>th</sup> Co-owner namely, John Esperance, has been allotted flat No. 203 on the 2<sup>nd</sup> floor of the said building under construction.

(vi) Under the said Development Agreement dated 23rd December 1993, SEDPL are entitled to enter into Agreements with any persons for the purchase and allotment of premises in the building on the said property on Ownership Basis and to receive money from such person or persons on their own account and without reference to the Owners on condition that before delivery of possession of 6 new



flats and car parking spaces to the Owners entitled thereto as provided in the said Development Agreement, no prospective purchaser or allottee of any such tenement shall be entitled to possession of the premises agreed to be sold or allotted to him.

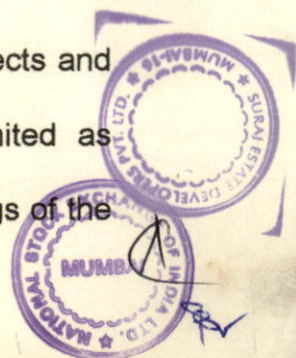
(vii) Under Order No.C/ULC/6(1)/SR-IX-783 dated 15th January 1990 of the Deputy Collector and Competent Authority (Urban Land Ceiling), Greater Bombay, it is confirmed that no portion of the said property is surplus vacant land under the Urban Land (Ceiling & Regulations) Act, 1976.

(viii) Appropriate Authority under Chapter XXC of the Income-tax Act has granted Certificate No.13498 dated 1st March, 1994, certifying that it has no objection to the transfer of development rights on the said property on the terms and conditions recorded in the said Development Agreement dated 23rd December, 1993.

(ix) Building proposals for demolition of the existing building and structures standing on the said property and construction of two new buildings thereon each consisting of stilt and seven upper floors have been sanctioned by the Municipal Corporation of Greater Bombay under No.EEBPE/4368/GN/AR and EEBPE/4369/GN/AR, both dated 30th May, 1995.

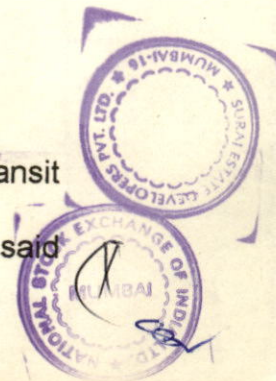
(x) In the circumstances, SEDPL are entitled to develop the said property and construct multi-storeyed buildings thereon in accordance with the proposals sanctioned by the Municipal Corporation of Greater Bombay under No.EEBPE/4368/ GN/AR and EEBPE/4369/GN/AR both dated 30th May, 1995.

(xi) SEDPL have entered into Agreements with M/s. Pramod Gupte, Architects and SEDPL have appointed M/s.Mahimtura Consultants Private Limited as Structural Engineers for the preparation of Structural design and drawings of the



buildings on the said property and SEDPL accept the professional supervision of the said Architects and Structural Engineers till the completion of the buildings on the said property.

- (xii) SEDPL alone have the sole and exclusive right to sell the flats, parking spaces and premises in the buildings under construction by SEDPL on the said property and to enter into agreements with the purchasers of flats, car parking spaces and premises in the buildings under construction on the said property and to receive the sale price in respect thereof.
- (xiii) SEDPL are desirous of selling flats, parking spaces and premises in the buildings under construction by SEDPL on the said property to different parties on ownership basis with a view ultimately that the purchasers and allottees of newly constructed premises on the said property should become members of Co-operative Housing Society/ Societies/Association of Apartment Owners/ Limited Company.
- (xiv) SEDPL had constructed on the said property bearing Final Plot No. 766 a building consisting of ground and seven upper storeys known as "NEAT HOUSE" (hereinafter referred to as "**the said building**") and has put various purchasers of flats in occupation under occupation certificate No. EEBPR/4368/GN/AR dated 10/10/1997 and No. EEBPR/4368/GN/AR dated 19/11/1997 in respect of the second to seventh floors of the said building.
- (xv) Under the circumstances represented by SEDPL in recital (v) to (xiv) hereinabove, SEDPL is absolutely entitled to deal with and dispose of Flat No. 103 on the first floor of the said building.
- (xvi) SEDPL has represented that SEDPL has provided temporary transit accommodation to some of the tenants on the erstwhile structures on the said



property and their families in the said flat No.103. A list of the occupants in the said flat are annexed hereto as **"Annexure - "A1"**.

(xvii) SEDPL has agreed to sell to NSEIL and on the basis of the representations and declarations made by SEDPL above, NSEIL has agreed to purchase flat No.103 on the first floor of the said building admeasuring about 723.244 square feet carpet area (super built-up area – about 988.07 square feet) (hereinafter referred to as **"the said flat"**) on the terms and conditions hereinafter mentioned.

(xviii) NSEIL have demanded from SEDPL and SEDPL have given to NSEIL inspection of all documents of title relating to the said property and the here-inbefore recited documents, order and plans, designs and specifications prepared by SEDPL'S Architects and of 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 rules made thereunder.

(xix) Copies of (i) Certificates of title issued by Messrs. Solomon & Co. Advocates and Solicitors, and (ii) City Survey extract relating to the said property (iii) Site and floor plans and (iv) specifications of the flat and fittings, fixtures and amenities of the flat agreed to be purchased by NSEIL approved by the concerned local authority, have been annexed hereto and marked **Annexures - 'B' and 'C' 'D' and 'D1'** respectively.

(xx) While sanctioning the plans for construction of buildings on the said property, the concerned local authority and Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by SEDPL while developing the said property and constructing buildings thereon and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the said Buildings shall be granted by the



concerned local authority and SEDPL have agreed to carry out construction on the said property in accordance with the said plans with such modifications and amendments as SEDPL may deem fit and as may be approved by the concerned authorities.

- (xxi) In the premises SEDPL have agreed to sell to NSEIL and NSEIL have agreed to purchase from SEDPL on ownership basis residential Flat bearing No. 103 admeasuring about 988.07 square feet super built-up area equivalent to about 91.82 square metres super built-up area on the first floor of the said building constructed on the said property at the site shown coloured red on the plan hereto annexed together with proportionate undivided interest in the said property described in the First Schedule hereunder at the total price of Rs. 56,27,058/- (Rupees Fifty six lakhs twenty seven thousand and fifty eight Only) on terms and conditions recorded herein.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. SEDPL has at their own cost constructed on the said property particularly described in the first schedule hereunder written (hereinafter referred to as 'the said property') buildings in accordance with plans, designs and specifications seen and approved by NSEIL prior to the execution of this Agreement and approved by the Municipal Corporation of Greater Bombay under No.EEBPE/4368/ GN/AR dated 30th May 1995 and No. EEBPE/4369/GN/AR dated 30th May 1995.
2. SEDPL hereby agrees to sell and transfer to NSEIL and NSEIL hereby agrees to purchase from SEDPL Flat No.103 on the first floor of the said building "NEAT HOUSE" constructed on the said property at the site shown coloured red on the plan hereto annexed building proposals whereof have been sanctioned by



the Municipal Corporation of Greater Bombay under No.EEBPE/4368/GN/AR dated 30<sup>th</sup> May, 1995. (hereinafter referred to as "the said building") built-up area of which said Flat No.103 admeasures 988.07 square feet super built-up area equivalent to 91.82 square metres or thereabouts and carpet area whereof admeasures 723.244 square feet equivalent to 67.21 square metres or thereabouts (hereinafter referred to as "the said Flat") at or for the price of Rs.56,27,058/- (Rupees Fifty six lakhs twenty seven thousand and fifty eight Only) payable in the manner provided in Clause 3 hereof. The site and floor plans and specifications and fitting and fixtures and amenities agreed to be provided by SEDPL in respect of the said premises and hereto annexed and marked Annexure D and D-1. NSEIL shall not be entitled to make or require to be made any additions, alterations or changes in the said flat or in the layout thereof without the previous written consent of SEDPL.

3. The consideration of Rs. 56,27,058/- (Rupees Fifty six lakhs twenty seven thousand and fifty eight only) shall be paid by NSEIL to SEDPL in the following manner:-

(a) A sum of Rs.1,000/- (Rupees one thousand only) has been paid by NSEIL to SEDPL on the execution of this Agreement and lodging of this Agreement for registration;

(b) A further sum of Rs. 28,12,529/- (Rupees Twenty eight lakhs twelve thousand five hundred and twenty nine only) (being 50% of the total purchase price inclusive of the sum of Rs.1,000/- mentioned in clause 3(a) above) on SEDPL furnishing performance guarantee in the sum of Rs. 28,13,529/- (Rupees Twenty eight lakhs thirteen thousand five hundred and twenty nine only) from a reputed bank acceptable to NSEIL in a form substantially as may be required by NSEIL guaranteeing the performance of SEDPL under this agreement and also under the three other agreements of even date entered into by SEPDL with NSEIL in



respect of the Flat Nos. 101 and 102 on the first floor and Flat No.001 on the Ground Floor of the building NEAT HOUSE as more particularly defined hereinbelow. Without prejudice to the generality of what is stated herein, the Bank Guarantee, inter alia, shall guarantee the performance of the following obligations of SEDPL:-

- (i) to vacate the present occupants of the said flat listed in Annexure - "A1" hereto, rehouse them and simultaneously obtain occupation certificate for the said flat hereby agreed to be sold and put NSEIL in possession of the said flat by 31<sup>st</sup> March, 1999 and to also vacate the present occupants of Flat Nos. 101 and 102 on the 1st floor and Flat No.001 on the ground floor of the said building in respect of which simultaneously with the execution of this Agreement SEDPL has agreed to sell to NSEIL the said Flat Nos.101, 102 and 001 and to obtain occupation certificates in respect of the said three flats and put NSEIL in possession thereof by 31<sup>st</sup> March, 1999;
- (ii) to have in place on or before 31<sup>st</sup> March, 1999 agreements for permanent alternate accommodations with the tenants of the erstwhile structures and the structures standing on the said property and with which tenants, SEDPL has not yet finalised such agreements, the list of which tenants are detailed in "Annexure - "A2" hereto;
- (iii) to vacate the tenants on the structures standing on the boundary side as well as structures standing on the sub-divided plot to be conveyed to NSEIL, rehouse them and to demolish the said structures referred to in this clause on or before 31<sup>st</sup> March, 1999;
- (iv) to procure a further writing, in such form and in such manner as may be prescribed by NSEIL, from each of the said 5 co-owners { namely TERESA BONNIE FERNANDES, THOMAS VALENTINE ESPERANCE, LORRAINE FERNANDES, RONNIE alias RONALD MATHIAS FERNANDES and THOMAS

PEREIRA } confirming that they have no right, title and interest in the flats agreed to be allotted to them under the said Agreement dated 13<sup>th</sup> October, 1994 and nor have they any right, title or interest in the flats agreed to be allotted to the other Co-owners in their respective agreements dated 13<sup>th</sup> October, 1994.

(the obligations of SEDPL to be guaranteed under the said guarantee are hereinafter wherever the context so requires are collectively referred to as "**the guarantee obligations**".)

(c) A further sum of Rs. 14,06,764.50 (Rupees Fourteen lakhs six thousand seven hundred sixty four and paise fifty only) on SEDPL fulfilling the conditions mentioned in clause 3(b)(i), (ii) (iii) and (iv) above. In the event SEDPL has fulfilled its obligations under clause 3(b) (i) and (iv), but has not fulfilled the obligations mentioned in clause 3(b) (ii) and (iii) above and NSEIL has not exercised its right to terminate the Agreement, then, in such event, NSEIL shall have the option to pay the said sum of Rs. 14,06,764.50 (Rupees Fourteen lakhs six thousand seven hundred sixty four and paise fifty only) with the instalment of Rs. 7,81,764.50 (Rupees Seven lakhs eighty one thousand seven hundred and sixty four and paise fifty only) mentioned in clause 3(d) hereinbelow provided however at such time SEDPL has fulfilled the conditions mentioned in clause 3(b) (ii) and (iii).

(d) A further sum of Rs. 7,81,764.50 (Rupees Seven lakhs eighty one thousand seven hundred and sixty four and paise fifty only) (along with the installment mentioned in clause 3(c) above), within three months of the date of payment of installment mentioned in 3(c) or on SEDPL complying with all the conditions mentioned in clause 3(b)(ii) and (iii) whichever is later and on SEDPL simultaneously furnishing a bank guarantee in the sum of Rs. 6,25,000/- (Rupees Six lakhs twenty five thousand only) guaranteeing the performance of the following obligation of SEDPL:-



(i) to sub-divide the said plot No.766 and convey the sub-divided plot on which the said building NEAT HOUSE has been constructed together with the land appurtenant thereto and also to construct compound wall surrounding the sub-divided plot on or before 30th June, 1999.

(e) The balance sum of Rs.6,25,000/- (Rupees Six lakhs twenty five thousand only) on SEDPL performing its obligations under clauses 3(d)(i) above and on the expiry of one year from the date of delivery of possession of the said flat to NSEIL after rectification of defects if any noticed in the construction of the said flat within the said period of one year (a sum of Rs. 1,05,507/- (Rupees One lakh five thousand five hundred seven only) out of the said balance sum shall be withheld as and by way of construction warrantee). However, if SEDPL performs its obligations under clause 3 (d) (i) above, before the expiry of construction warrantee period then a sum of Rs. 1,05,507/- (Rupees One lakh five thousand five hundred seven only) will be retained and the balance sum of Rs. 5,19,493/- (Rupees Five lakhs nineteen thousand four hundred ninety three only) will be released.

(f) As stated aforesaid, simultaneously with the execution of this Agreement in respect of the said flat SEDPL has entered into agreements of even date with NSEIL for selling Flat No. 001 on the Ground Floor, Flat Nos. 101 and 102 on the First Floor of the said building known as NEAT HOUSE on the respective terms and conditions mentioned in the said respective agreements. It is expressly agreed and declared that this agreement shall run contemporaneously with the other three agreements in respect of the Flat Nos. 101 and 102 on the First Floor and Flat No. 001 on the Ground Floor and should SEDPL commit any breach in respect of any one or more of the said agreements then it shall be open to NSEIL to terminate this agreement in which event, SEDPL shall refund the amount paid herein to NSEIL within 30 days of the termination failing which NSEIL shall be entitled to enforce the said bank guarantee furnished under



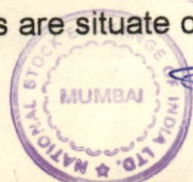
clause 3(b) hereinabove. It is further expressly agreed and declared that NSEIL shall be entitled to enforce the said bank guarantee in the event of SEDPL committing not only a default under this agreement but also under any of the other three agreements referred to in this clause; Provided in case the said guarantee is enforced by NSEIL but NSEIL has not terminated this Agreement, NSEIL shall refund to SEDPL the amounts received under the Bank Guarantee but without interest on SEDPL fulfilling the guaranteed obligations under clause 3(b) above.

The guarantee for Rs.6,25,000/- mentioned in clause 3(d) shall stand discharged on SEDPL complying with obligations contained in clause 3(d)(i). Should NSEIL have invoked the guarantee and NSEIL shall on fulfillment by SEDPL of the conditions mentioned in clause 3(d)(i) refund the said sum of Rs.6,25,000/- (Rupees Six lakh twenty five thousand only) recovered under the bank guarantee but without interest.

4. Save and except as stated herein, SEDPL has represented that, presently, SEDPL has provided in the said flat, transit accommodation to some of the tenants of the erstwhile structures on the said property and their families. A list of such occupants are stated in Annexure A1. SEDPL has agreed to vacate the said occupants listed in Annexure A1 on or before 31st March, 1999. SEDPL hereby declare that the said flat hereby agreed to be sold and allotted by SEDPL to NSEIL under this Agreement has not been sold or agreed to be sold or allotted or reserved for any of the tenants or owners of the said property or any persons residing therein or any other person, and the said flat is free from all encumbrances and is not subject to lis pendens or attachments either before or after Judgement or any claim by way of sale, exchange, mortgage, gift, trust, inheritance, easement, lease, lien or otherwise and SEDPL have full right and authority to enter into this Agreement for Sale of the said Flat in favour of NSEIL abovementioned.

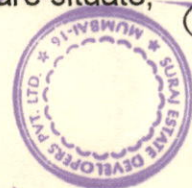


5. NSEIL with intention to bind themselves and all persons into whomsoever hands the said Flat may come, do hereby covenant with SEDPL (such covenants as are given herein to come into force and effect only on SEDPL giving vacant possession of the said flat according to the terms of this Agreement) as follows:-
- (a) To maintain the said Flat at NSEIL's own cost in good and tenantable repairs and conditions from the date, possession of the said Flat is offered to NSEIL and NSEIL shall not do or suffer to be done in or on the building in which the said Flat is situated or staircase or any passages therein, anything which may be against any Rules, Regulations or Bye-laws of concerned Government or Municipal or local or other authority and NSEIL shall not change or alter or make addition in or to the building in which the said Flat is situated and/or in the said Flat or any part thereof;
- (b) Not to store in the said Flat any goods or articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situate or storing of which goods or articles is objected to by the concerned Government, Municipal, local or other authorities and NSEIL shall not carry or cause to be carried any heavy package/s to upper floors which may damage or are likely to damage the staircase, common passages or any other structure or the building, in which the said Flat is situate, including entrance of the building in which the said Flat is situated, and in case any damage is caused to the building in which the said flat is situated or to the said flat on account of negligence or default of NSEIL, NSEIL shall be liable for the consequences thereof;
- (c) To carry out at their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it is delivered by SEDPL to NSEIL and NSEIL shall not do or suffer to be done anything in or to the building in which the said premises are situate or in the said



premises which may be against the Rules and Regulations and bye-laws of the concerned local authority or other public authority and in the event of NSEIL committing any act in contravention of the above provision, NSEIL shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- (d) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said premises or any part thereof nor any alterations in the elevation and outside colour schemes of the building in which the said premises are situated and NSEIL shall keep the sewers drains and pipes in and to the said premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the parts of the Building in which the said premises are situated and NSEIL shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. paradis or other structural members in the said premises and the building in which the said premises are situate without the prior permission of SEDPL and/or the Society or the Limited Company or Association of Apartment Owners of allottees of premises on the said property;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises are situated or any part thereof or whereby any increased premium may become payable in respect of such insurance;
- (f) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said property and the building in which the said premises are situate;



6. (i) SEDPL agrees to make all payments to be made in connection with water, electricity and municipal taxes in respect of the said flats on the building to be constructed thereon upto the date of handing over of the vacant and peaceful possession of the flats.

(ii) SEDPL shall pay all taxes/charges in respect of the said property and the said flats in the building to be constructed to the Municipal Corporation of Greater Mumbai, Government and Semi-Government Authorities and any other outgoings, if any, upto the date of submitting Occupation Certificate to NSEIL and thereafter it will be the obligation of NSEIL to make payments of the same.

7. (i) NSEIL hereby agrees to pay regularly every month on or before the 10th day of every month beginning from the month following the month in which SEDPL offer to give possession of the said premises to NSEIL, to pay to SEDPL until the said property with the building/s thereon is transferred and conveyed to the Society/ Limited Company/ Association of Apartment Owners as provided in Clause 15 hereof and thereafter to the said Society/Limited Company/Association of Apartment Owners such proportionate share as may be determined by SEDPL or the said Society/Limited Company/Association of Apartment Owners as the case may be of:-

(a) All Municipal and other rates, taxes and assessments, land revenue, electricity bills, water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said property and buildings standing thereon;

(b) All other outgoings and expenses including insurance premia, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the building/s on the said property and the common lights, common sanitary and other utility services, garden and other



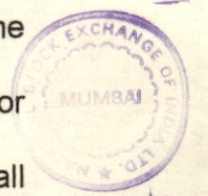


services and amenities on the said property and in the building/s thereon, including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purpose or any of them and the collection charges in respect thereof AND NSEIL shall not withhold payment of the amounts demanded from NSEIL under this Clause on any ground whatsoever.

8. NSEIL shall not use or permit to be used the said premises or any part thereof for any purpose other than private residential purpose.
9. NSEIL shall not be entitled to any rebate and/or concession in the purchase price on account of the construction of any additional Building/s and/or premises and/or additions, alterations and/or changes made by SEDPL on the said property with the prior written consent of NSEIL.
10. The deposits and charges that may be demanded by or paid to the Bombay Municipal Corporation for giving securities in connection with the Building/s on the said property and their infrastructure and electric meter deposits and water meter deposits and service connection charges to be paid to the Electrical Supply Co. and Bombay Municipal Corporation and all other concerned authorities shall be borne and paid by SEDPL and all deposits receipts shall be assigned in favour of the Society/Limited Company/ Association of Apartment Owners as the case may be.
11. If at any time any development and/or betterment charges or taxes or other charges are levied or recovered or charged or sought to be recovered by the Bombay Municipal Corporation, Government or any other public or local body or authority in respect of the said property and/or the building/s thereon, the same shall be borne and paid by the allottee/s of premises on the said property in proportion to the respective floor areas of their respective flats and premises.



12. NSEIL shall upon taking possession of the flat deposit with SEDPL Rs.5000/- (Rupees Five Thousand only) as security for the due payment of NSEIL's proportionate share in taxes, outgoing and expenses payable by NSEIL as provided in clause 7 hereof. The said deposit will not carry any interest and will remain with SEDPL until the said property with the building thereon is transferred and conveyed to the said Society/Limited Company/Association of Apartment Owners as provided in clause 15 hereof, whereupon SEDPL shall pay over the said deposit to the said Society/Limited Company/Association of Apartment Owners after deduction therefrom of amounts, if any, due from NSEIL and such parts as may be determined by SEDPL of any deposit or deposits kept by SEDPL with the Government, Municipal Corporation or Electric Supply Company or any other public or local body or authority in connection with the said property and the building/s thereon, which deposit or deposits or a proportionate part thereof as the case may be, shall be transferred to the said Society/Limited Company/Association of Apartment Owners, as the case may be.
13. SEDPL hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed or which may be imposed hereafter by the Government and/or local authority at the time of sanctioning the plans for construction on the said property and SEDPL shall before handing over possession of the said premises to NSEIL obtain from the concerned local authority Occupation Certificate in respect of the said flat.
14. SEDPL hereby declare that the Floor Space Index available in respect of the said property is 2902.87 square metres on the basis of F.S.I. Index and that no part of the said Floor Space Index of the said property has been utilised by SEDPL elsewhere for any purpose whatsoever and that SEDPL have not utilised on the said property any F.S.I. of any other land or property by way of floating Floor Space Index. It is expressly agreed between the parties hereto that SEDPL shall



be entitled to carry out additional construction on the said property and utilise Floor Space Index of the said property on the basis of F.S.I. two or any higher FSI in such manner as may be approved by the Municipal Corporation of Greater Bombay and for that purpose construct additional floor/s and/or additional building/s on the said property. However, SEDPL shall take the prior written consent of NSEIL for the same. The residual F.S.I in respect of the said property or the layout not consumed will be available to SEDPL till the execution of Conveyance of the said property with building/s thereon in favour of NSEIL and the said two other flat purchasers as provided in this Agreement and thereafter the residual F.S.I. shall be available to NSEIL and the said two other flat purchasers.

15. The Building known as "**NEAT HOUSE**" constructed by SEDPL consists of ground and seven upper storeys. NSEIL has, under various Agreements for Sale, agreed to purchase from SEDPL all the flats in the said building "**NEAT HOUSE**" save and except Flat No.203 on the second floor and Flat No. 701 on the seventh floor. In the circumstances, as provided in clause 3(d)(i), SEDPL shall, on or before 30th June, 1999 cause the said property sub-divided into two plots and SEDPL shall execute a proper conveyance of the sub-divided plot in which the said building NEAT HOUSE has been constructed together with the building (NEAT HOUSE) standing thereon in favour of NSEIL and the owners of the two other flats referred to in this clause within the time mentioned in clause 3(d)(i), hereinabove, time of executing the said conveyance being the essence of this Agreement.

16. Messrs. Solomon & Co., Advocates and Solicitors for SEDPL, shall prepare the Deed of Conveyance and all documents to be executed in pursuance of this Agreement. All costs, charges, and expenses including stamp duty and registration charges if any, and other expenses in connection with the preparation and execution of the Deed of Conveyance in favour of the said



Society/ Limited Company/Association of Apartment Owners shall be borne, shared and paid by NSEIL and premises Holders in the Building/s on the said property in proportion to the respective areas of their premises in the buildings on the said property. NSEIL shall deposit with SEDPL upon taking possession of the flat a sum of Rs. 260/- (Rupees Two Hundred Sixty only) towards the membership fee and share application money for becoming a member in such Co-operative Society/Limited Company/ Association of Apartment Owners.

17. NSEIL shall deposit with SEDPL upon taking possession of the flat amounts aggregating to Rs. 5,260 (Rupees Five Thousand Two Hundred Sixty Only) as follows:-

Rs. 10.00 towards membership fee;

Rs. 250.00 towards share money as provided in Clause 16 hereof and

Rs. 5000.00 Towards deposits as provided in Clause 12 hereof.

Rs. 5,260.00 T O T A L

18. The Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by NSEIL. NSEIL shall also bear and pay a proportionate share of Stamp Duty and registration charges payable on the Deed of Conveyance/Transfer of the said property in favour of the Society/ Limited Company/Association of Apartment Owners as also on all other documents to be executed in pursuance of this Agreement.

19. SEDPL shall maintain a separate account in respect of sums received by SEDPL from NSEIL as deposits on account of contribution to the share capital of the said Society/Limited Company/Association of Apartment Owners and towards the outgoings and Legal charges, and SEDPL shall utilise the amounts only for the purpose for which they have been received.



20. The terrace space in front and/or adjacent to the terrace flats in the building/s on the said property shall belong exclusively to the respective purchasers of the terrace flats and such terrace spaces are intended for the exclusive use of the respective Terrace Flat Purchasers. The said terraces shall not be closed by NSEIL till the permission in writing is obtained from the concerned local authority and SEDPL and the said Society/Limited Company/Association of Apartment Owners.

21. Nothing contained in these presents is intended to be or shall be construed to be grant, demise, assignment, conveyance or transfer in law of the said property or the building/s thereon or any part thereof or any interest therein whatsoever.

22. After possession of the said premises is handed over to NSEIL, if any additions on the said property or in respect of the building in which the said premises are situated are required to be carried out by any Government, Municipal or other statutory authorities, the same shall be carried out by NSEIL in co-operation with other flat purchasers at their own costs and SEDPL shall not be in any way be liable for the same.

23. All notices to be served on SEDPL in connection with this Agreement shall be deemed to have been duly served on SEDPL if sent by Registered Post at their following address:-

901, Silver Cascade  
Mount Mary Road,  
Bandra,  
Mumbai -400 050.

24. All notices to be served on NSEIL in connection with this Agreement shall be deemed to have been duly served on NSEIL if sent to NSEIL by Registered Post at their following address:-

Mahindra Towers, 'A' Wing  
First Floor, R.B.C.  
Worli,  
Mumbai -400 018.



25. NSEIL shall present and lodge this Agreement for registration at the proper registration office within the time limit prescribed under the Indian Registration Act, 1909 and intimate to SEDPL the Serial Number under which the same may be lodged for registration and thereupon SEDPL shall admit execution thereof before the Sub-Registrar.
26. The transaction covered by this Agreement at present is not construed to be a sale liable to tax under the Sales Tax Laws. If, however, by reason of any amendments to the constitution or enactment or amendment of any law, central or state, this transaction is held to be liable to tax, as sale or otherwise, either as whole or in part or if any inputs or materials or equipments used or supplies in execution of or in connection with this transaction, are or become liable to tax, such tax shall be payable by NSEIL in the proportion to the areas of the said premises.
27. SEDPL and NSEIL shall bear and pay their respective Solicitors / Advocates professional fees, charges, expenses, etc.
28. SEDPL hereby agrees that in the event of SEDPL obtaining any additional F.S.I. from the relevant authorities and constructs any additional floor/s or building/s or structure/s on the said property, SEDPL shall offer such additional premises, if any, to NSEIL at such mutually agreed price as may be determined by SEDPL and NSEIL.

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



**THE SCHEDULE HEREINABOVE REFERRED TO:**

ALL that piece or parcel of land or ground admeasuring 1958 square yards equivalent to 1637.14 square metres or thereabouts of Pension and Tax Tenure with the bungalow messuages tenements and structures standing thereon situate lying and being at College Gully and at the road joining Gokhale Road (North) and Cadell Road, Mahim, Bombay and bearing Final Plot No.766 of Town Planning Scheme, Bombay City No.IV (Mahim Area) in the Registration District and Sub-District and in the District of Bombay City and Suburban bearing Cadastral Survey No.103 (part) of Mahim Division and Municipal 'G' North Ward Nos. 4488 (1), 4488 (1A), 4488 (1B), 4488 (1C), 4488 (1D) and 4488 (1E) and Street Nos.848, 848AA, 848AB, 848AC, 848AD and 848AE of College Gully and G North Wards Nos.4487 (1), 4487 (1A), 4487 (1B), 4487 (1C), 4487 (2) and 4487 (2A) and Street Nos.15A, 15AA, 15AB, 15AC, 15B and 15BA of the road joining Gokhale Road (North) and Cadell Road, Bombay and bounded as follows, that is to say, on or towards the North by Final Plot No.765 of the said Town Planning Scheme on or towards the South by a passage and beyond that by the property belonging to Sarjavan Co-operative Housing Society Ltd., on or towards the East by a 30 feet Road of the said Scheme and on or towards the West by the property formerly belonging to Mr.Chichghat and now belonging to Mayur Co-operative Housing Society Ltd.

**NOTE:** The said Final Plot No.766 has been formed under the said Town Planning Scheme No.IV, Mahim, from the Original plot of land admeasuring 4779 square yards situate lying and being at Dadar near the Church of Nossa Senhora de Salvacao and bearing Old Survey No.404 new Survey No.1/1606 C.S.No.103 of Mahim Division in the Registration District and Sub-District and in the District of Bombay City and Suburban.



Signed Sealed and Delivered ) FOR SURAJ ESTATE DEVELOPERS  
by the withinnamed Developers )  
SURAJ ESTATE DEVELOPERS )  
PVT. LTD. in the presence of: )

PRIVATE LIMITED.

*Thomas*

THOMAS RAJAN

Managing Director

(1) *C.H. Shah*

(2) *A.P. Singh*

Signed Sealed and Delivered by )

the withinnamed Flat Purchasers )

National Stock Exchange of India )

Limited through the hands of its )

Authorised Signatory  
Mr. S.B. THOSAR )

\_\_\_\_\_ )

in the presence of: )

(1) R. JAYAKUMAR *Rajyakumar*

(2) BIKUPESH MISTRY *B.M. Mistry*

For National Stock Exchange of India Limited

*S.B. Thosar*  
Authorised Signatory





**RECEIPT**

Received of and from the withinnamed NSEIL,

The National Stock Exchange of India Limited

the sum of Rs.1,000/- (Rupees one thousand only)

by *cash* Cheque/Pay Order No. \_\_\_\_\_

dated \_\_\_\_\_ drawn on

\_\_\_\_\_ Bank

in favour Suraj Estate Developers Pvt. Ltd.,

towards the purchase consideration payable by

NSEIL to SEDPL under this Agreement.

Rs. 1000/-

We say Received

For Suraj Estate Developers Pvt. Ltd.



THOMAS THOMAS  
MANAGING DIRECTOR



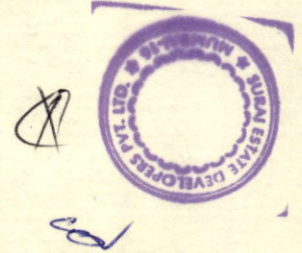
Witness:

1. C. I. Shah *C. I. Shah*
2. A. P. Singh *A. P. Singh*

**ANNEXURE 'A1'**

**LIST OF TENANTS/OCCUPANTS RESIDING IN FLAT  
NO.103 ON FIRST FLOOR OF BUILDING KNOWN  
AS NEAT HOUSE, DADAR, MUMBAI-400 028.**

1. Mrs.Marie Angela Fernandes & Mrs.Anna Silveira
2. Mr.Cyprian M.D'Souza



**ANNEXURE A.2**

**LIST OF TENANTS/OCCUPANTS OF PROPERTY BEARING  
F.P. NO.766, WHO HAVE NOT SIGNED  
AGREEMENT FOR PERMANENT ALTERNATE ACCOMODATION**

S/No.	NAME OF TENANT/OCCUPANT
1	Mrs. Santan Rodrigues
2	Mr. Jackie Fernandes, alias Joaquim Fernandes
3	Mrs. Josephine Fernandes
4	Mrs. Anna Rita Fernandes
5	Mrs. Maria Felice Fernandes
6	Mr. Michael Fernandes
7	Mr. J.J. Tao, alias Joseph John Tao
8	Mr. Daniel Fernandes
9	Mr. Sebastian Pascal D'Souza
10	Mr. Sebastian Trinidad



*(Handwritten initials)*



SOLOMON & CO.  
ADVOCATES & SOLICITORS  
J. S. SOLOMON, B.A., LL.B.

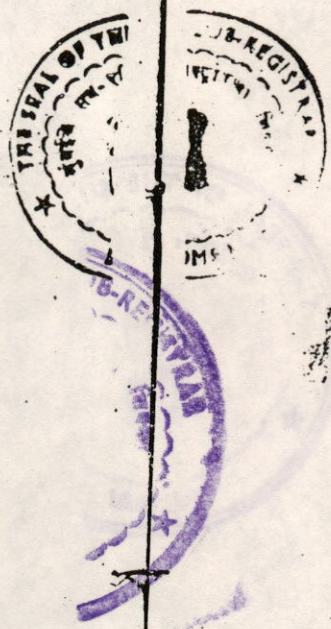
PHONE { OFFICE : 204 23 10  
          204 69 52  
          RESI. : 642 29 77

SOLOMON & CO. CALCOT HOUSE, 3RD FLOOR,  
8-10, MUDDANNA P. SHETTY MARG,  
( TAMARIND STREET ),  
FORT, BOMBAY 400 023.

Ref. 400.17/

725 /94

Re: Development Agreement dated 23rd  
December 1993 relating to property  
situate at College Gully, Dadar (West)  
Bombay bearing Final Plot No.766  
of Town Planning Scheme No.IV  
(Mahim area) in the registration  
District and Sub-District of Bombay -  
City and Bombay Suburban admeasuring  
1958 square yards equivalent to  
1637.14 square metres or thereabouts  
with the building and structures  
thereon bearing "G-North" Ward  
Nos. 4488 (1), 4488 (1A), 4488 (1B),  
4488 (1C), 4488 (1D) and 4488 (1E),  
and Street Nos.848, 848AA, 848AB,  
848AC, 848AD and 848AE, of College Gully  
and G North Ward Nos.4487 (1),  
4487 (1A), 4487 (1B), 4487 (1C),  
4487 (2), and 4487 (2A) and



398



Handwritten initials and marks, including a large 'A' and 'R' with a cross.



Street Nos. 15A, 15AA, 15AB, 15AC,  
15B and 15BA of the road joining  
Gokhale Road (North) and Cadell  
Road now known as Veer Savarkar Marg,  
Bombay.

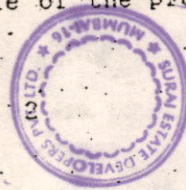
- (1) Teresa Bonnie Fernandes
- (2) Thomas Valentine Esperance
- (3) John Valentine Esperance
- (4) Loraine Fernandes
- (5) Ronnie alias Ronald  
Mathias Fernandes
- (6) Thomas Pereira
- (7) Melanie Catherine Lobo
- (8) Maxwell Pereira
- (9) Malcolm Pereira.....Owners

And

Suraj Estate Developers

Private Ltd. ....Developers

This is to certify that under instructions  
from Suraj Estate Developers Private Ltd. we have  
investigated the title of the property described in the



*(Handwritten mark)*

*(Handwritten mark)*

*(Handwritten mark)*

*(Handwritten mark)*



subject heading hereof and we have taken the necessary searches and made the necessary enquiries.

We hereby certify that in our opinion, subject to the rights of tenants and occupants on the aforesaid property as mentioned in the aforesaid Development Agreement dated 23rd December 1993 the title of (1) Teresa Bonnie Fernandes, (2) Thomas Valentine Esperance, (3) John Valentine Esperance, (4) Loraine Fernandes, (5) Ronnie alias Ronald Mathias Fernandes, (6) Thomas Pereira, (7) Melanie Catherine Lobo, (8) Maxwell Pereira, (9) Malcolm Pereira to the aforesaid property is clear and marketable and free from all encumbrances and free from all reasonable doubts.

We hereby certify that Suraj Estate Developers Private Ltd. are entitled to develop and deal with the aforesaid property on the terms and conditions provided in the aforesaid Development Agreement dated 23rd December 1993 which, inter alia, provides for payment of further monetary consideration of Rs.24,60,000/- by the Developers to the Owners within



*[Handwritten signature]*

*[Handwritten signature]*



*[Handwritten signature]*

30 days of grant of Commencement Certificate by the Municipal Corporation of Greater Bombay for construction of new building/s on the aforesaid property and for allotment of six ownership residential flats each measuring 740 square feet carpet area and six car parking space to six of the Owners before handing over possession of any other flat in the building/s on the aforesaid property.

Dated this 24<sup>th</sup> day of August 1994.

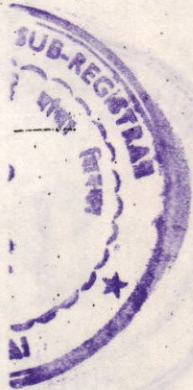
For SOLOMON & CO.,

*J. P. Solom*  
Proprietor.



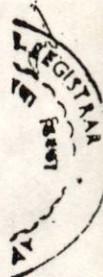
*(Handwritten mark)*

*(Handwritten mark)*



*(Handwritten mark)*

*Rm-4*



N.S.E  
FOR S

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. Leightons Survey No.	8. Collectors New No. (Collectors Rent Roll No.)
376	-NIL-	-NIL-	181,745,765/15-IV	CPA(1) LTA	11,018.00 11,938.00 60 METERS 181.183 1377.14 1015.00 725.00 (292.00) 244.15 SQ. METERS FOR F.P.NO.785(1) PL. SEE PAGE 82 OF THIS VOL.	-NIL-	11854,1143, L.T.A. ORLAND, 1267, 1268 (-NIL-)

9. Ground Rent due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Devolution of Title
17.42	(A)-MRS. MARIA SEVERINA PEREIRA (DIED ON 11.6.1928) - 2/3 RD SHARE - (B)-MRS. A.J. SALLAWA - 1/3 RD. SHARE - (C)-E. VELETIME ESPERANCA (DIED ON 24.4.1960) EXECUTOR OF THE WILL OF 'A' ABOVE (D)-MRS. MARY BASTIN ESPERANCA AND HER CHILDREN.	(A)-C.S.10,103 OF MHM ON. FOR L.S.NO.4/1605 CONVEYANCE DT.28.3.1914 FOR L.S.NO.1605 CONVEYANCE DT.10.11.1907 CONVEYANCE DT.11.10.1908 (B)-CERTIFICATE OF SALE DATED 23.2.57 IN HIGH COURT O.D.C.J.S.C.SUIT NO.184/3275 OF 1945 WHEREBY IN RESPECT OF 1/3 SHARE IN THIS PROPERTY TO 'B' IN COL.10 AS THE ABSOLUTE OWNER. TR.NO.C/63-7-33 ANNEXED CERTIFIED COPIES OF THE SALE CERTIFICATE DT.19.3.04 (C)-LETTERS OF ADMINISTRATION DT.21.12.1944 GRANTED BY THE HIGH COURT B'WAY TO 'C' IN COL.10 TR.NO.B/40-5-1960 (D)-(DEED NO.7902) NOTICE OF LIS PENDENS, DATED 10.10.60 VIDE COL.17 (DEED NO.9914) AGREEMENT DT.21.10.1960 WHEREBY HIS PPTY. ALLOTTED TO 'D' IN COL.10 & HER CHILDREN.	JUDGES ORDER DT.23.2.1954 ISSUED IN THE ABOVE MATTER TO THE SAID PURCHASER 'B' IN COL.10 HAS BEEN AMENDED BY SUBSTITUTING THE WORDS 'RIGHT TITLE AND INTEREST, IF ANY OF THE DEPENDANT' FOR THE WORD ONE-THIRD (1/3) SHARE: VIDE (H.C.S OF B'WAY O.D.C.J. S.B.C.SUIT NO.184/3275 OF 1946) THE SECOND ORDER DT.21.4.54 (OF THE COURT STATING) THAT SUIT ISALDHYANNA I.E. 'B' IN COL.10 HAS ONLY RIGHT, TITLE & INTEREST IF ANY IN THE PPTY. PURCHASED BY HER IN AUCTION OF SMT. LIBERATE REF-C.T.SGR-11V/1120.

13. Original Grant from Govt., if any	14. Lease from Public Body or Fazindar	15. Ground Rent due to Public Body or Fazindar	16. Superintendents Initial
- Nil -	- Nil -	- Nil -	(D)-SD/-, SD/- S/S/DT.

17. Remarks  
 THERE WAS FAZINDAR HOUSE BEARING ST. NO. 847 ON PLOT WHICH THE TENANTS

NATIONAL INFORMATICS CENTRE  
 राध्याय  
 सुवना-सिमान

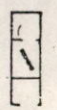


ANNEXURE - C

CERTIFIED TO BE TRUE COPY

J. P. PAREKH & SON  
 ARCHITECTS ENGINEERS & SURVEYORS  
 BOMBAY





★  
के.के.

17. Remarks



व्याप्तिकाव  
तुल्य

★  
NATIONAL INFORMATICS CENTRE

HAVE SOLD TO THE FOLLOING

A NOTE OF THE DEED OF LEASE DT.12.10.57 HAS NOT BEEN TAKEN IN THE C.S. REGISTER VIDE DIRECTION LETTER DT.5.3.54 RECEIVED FROM MRS. A.J.SALDA-  
194 FILLED IN TR.NO.0112-7-53

(DEED NO.780) NOTICE OF LIS PENDENS DT.18.10.60 WHEREBY MRS.A.J.SALDA-  
194 GIVE NOTICE TO ALL CONCERNED THAT NOBODY CAN TRANSFER OR DEALT  
WITH THIS PROPERTY UNLESS SUIT NO.570 OF 1958 IN THE CITY CIVIL COURT  
OF BOMBAY DIS PASSED.  
THE AREA IS CORRECTED TO 1950 BEING F.P.OF 150 T.P.S.NO.IV (VIDE DEED  
NO.5914)

(DEED NO.293) INDEMNITY BOND DT.13.1.1964 FROM 'B' IN COL.10 TO 'E,F'  
IN COL.2 IN RESPECT OF RS150,000/-

(DEED NO.214) LEASE DT.15.1.64 FROM 'B' IN COL.10 TO LUIS JOSEPH  
FERNANDES FOR A PERIOD OF 12 YEARS FROM 1.5.62 AT THE RENT OF  
RS.21.50 P.M. IN RESPECT OF AN AREA OF 24' X 24'  
FOR DISPUTED OWNERSHIP PL. REFER TO FILE & DR. TPS-7 & TPS-17

(DEED NO.280) DEED OF LIS PENDENS NOTICE DT.8.6.67 BY THE TRESSA  
BONNIE FERNANDES & OTHERS THAT THE PTTY. CANNOT BE TRANSFERRED DEALT  
WITH BY ANY PARTY TILL HIGH COURT O.D.C.T. SUIT NO.316 OF 1967 IS  
PENDING.

(DEED NO.405) NOTICE OF LIS PENDENS DT.6.2.1973 WHEREBY SHRI EURONE  
ESPERANCE GIVEN NOTICE TO ALL CONCERNED THAT NOBODY CAN TRANSFER OR  
DEALT WITH THE PROPERTY UNLESS SUIT NO.1379 OF 1965 IN THE BOMBAY CITY  
CIVIL COURT IN DIS. AREA OF  
574-13.6.77

(DEED NO.214) DECLARATION 'EUKLORIN EVELOGIN ESPERANCE

Name of Applicant: J.P. PARDEKH  
Date of Application: 19/02/94  
Fee received: Rs. 1111740.00  
Date of issue: 21/02/94  
Reference of issue: 221700494

(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 1637.14 Sq. meters and 244.15 Sq. meters.  
(ONE THOUSAND SIX HUNDRED THIRTY SEVEN POINT FOURTEEN sq. mtrs. ONLY) AND (TWO HUNDRED FORTY FOUR POINT FIFTEEN sq. mtrs. ONLY)  
Which has been verified with the original record and found correct.

Superintendent  
Bombay City Survey and Land Records

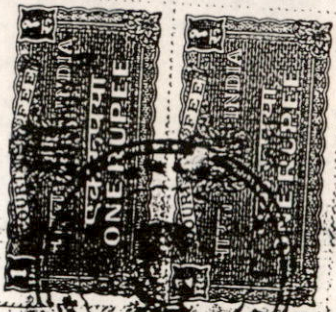
CERTIFIED TO BE TRUE COPY

J. P. PARDEKH & SON,  
ARCHITECTS ENGINEERS & SURVEYORS  
102/39, MARYLAND CORNER,  
SION (EAST), BOMBAY-400 022.

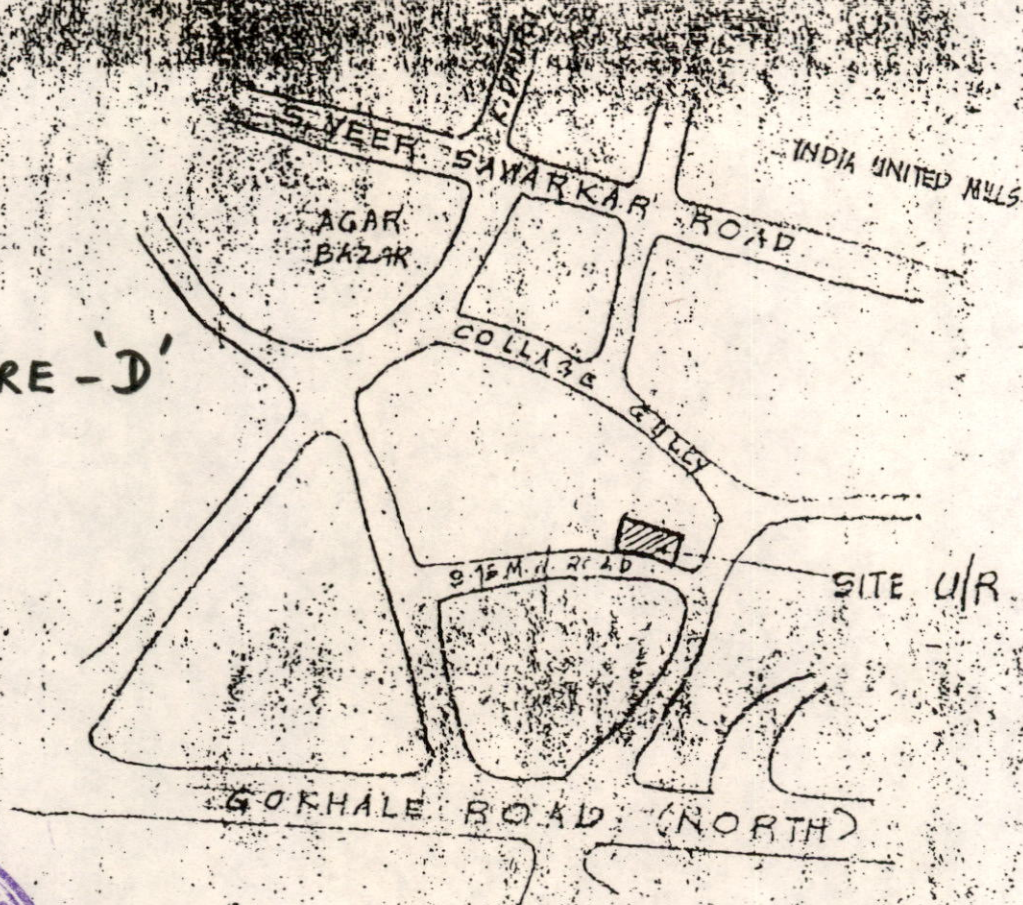


★  
के.के.

व्याप्तिकाव



ANNEXURE - 'D'



LOCATION PLAN

SCALE 1:5000

PLAN SHOWING PROPERTY  
BEARING F.P. No. 766,  
T.P.S. IV MAHIM DIVISION  
B O M B A Y.

N.S.E BLDG AT DADAR



## ANNEXURE D.1

### I. DESCRIPTION OF THE BUILDING:

A building called NEAT HOUSE built on the property described in First Schedule hereinabove, comprising of stilt plus seven upper floors, in all twenty one flats, including terrace and stilt-parking spaces under stilts on the ground floor admeasuring in the aggregate 25925.15 sq.ft. or thereabouts, with each flat having super built-up areas as set out hereunder: (All areas of building as well as flats shall be subject to final approval by and between SEDPL & NSEIL).

Ground Floor	:	Car Parking Spaces and one Flat of 2-BHK admeasuring 974.18 sq.ft. super built-up area or thereabouts.
First Floor	:	3 Flats of 2-BHK admeasuring 988.97, 1000.08 & 988.07 sq.ft. or thereabouts of super built-up area.
Second Floor	:	3 Flats of 2-BHK admeasuring 1465.40, 863.29 & 988.07 sq.ft. or thereabouts of super built-up area, respectively.
Third, Fourth & Fifth Floors	:	3 Flats of 2-BHK on each floor, each flat admeasuring 1127.81 sq.ft., 1173.73 sq.ft. and 1127.81 sq.ft or thereabouts of super built-up area, respectively.
Sixth Floor	:	2 Flats of 3-BHK each of 1714.69 sq.ft. super built-up area or thereabouts.
Seventh Floor	:	3 Flats of 1462.75, 361.32 and 1651.10 sq.ft. or thereabouts of super built-up area, respectively.

### II. OTHER AMENITIES AND FIXTURES:

#### (A) GROUND FLOOR:

- (1) Open space around the Building and Driveway. : Shall be 4" thick M 150 (1:2:4) cement concrete.
- (2) Stilt Area (Parking) : Shall be provided with chequered tiles.

#### (B) GROUND & FIRST FLOORS:

- Living and Dining, Bedrooms  
Balconies and Kitchen : Shall be provided with good quality Bell Granito tiles size 2' x 1', with 5" high skirting.
- Staircase : Shall be provided with Kota stone precast treads & risers and 5" high matching skirting in staircase passages/landings and midlandings.



- (C) KITCHEN : Kitchen platform with stainless steel sink and drainboard (oriental metal pressing) shall be finished with black granite with 4ft. high dado (above platform) ceramic tiles of approved colour (first quality Bell Ceramica/Spartek/Kajaria).
- Tiling would include the area underneath the platform.
- A shelf made of black Cudappa Stone shall be provided.
- Chrome-plated fittings with hot/cold mixer for sink.
- (D) BATHROOMS : Shall be provided with 8" x 8" ceramic tiles of approved colour (first quality Bell Ceramica/Spartek/Kajaria) in flooring and dado with matching 8" x 10" ceramic tiles up to door height.
- (E) TOILETS : Shall be provided with 12" x 12" ceramic tiles of approved colour (first quality Bell Ceramica/Spartek/Kajaria) in flooring and dado with matching 8" x 10" ceramic tiles up to 7ft. high.
- Ivory/pastel coloured European W.C.'s, wall hung type with Jaquar flush valves. Coloured wash hand basins to be provided with good quality Danum/GEM or equivalent hot/cold mixers. All chrome-plated fittings to be of GEM / equivalent make.
- Plumbing : Concealed plumbing with B/C Class ISI marked fittings.
- (F) WINDOWS : Powder-coated aluminium sliding windows of Jindal or equivalent make sections with clear glass.
- Sills : Black granite sills.
- Grills : All windows will be provided with MS Grills as per window size.
- (G) TOILET & BATH WINDOWS : Shall be of glass louvres in Malaysian teakwood frame.



- (G) FIXTURES & FASTENINGS : Shall be of brass oxidized type for doors and windows.
- (I) DOORS
- (1) Main Entrance Door : Shall be 38mm thick panelled door with one side teak veneered and the other side ISI marked marine ply, oil painted with C.P. teakwood frame and beading on all 4 sides.
- (2) Bedroom and Kitchen doors : Shall be 35mm thick solid core flush door with both sides commercial ply, with C.P. teakwood frame and 3 coats of oil paint on both sides.
- (3) Bath, W.C. and Terrace Doors : Shall be panelled doors of approved thickness with glass panel on top.
- (J) INTERNAL WALLS : Shall be finished with 2 coats of POP / "Terraco" spray plaster with 2 coats of oil bound paint "Tractor" make by Jenson Nicholson, of approved shade (matt finish). Walls shall have skirting of granite tiles of 4" height.
- (K) EXTERNAL WALLS : Shall be finished with 2 coats of sand-faced plaster painted with 2 coats of approved cement paint (Nitco outshine).
- (L) M.S. GRILL : Shall be painted with two coats of primer and 2 coats of oil paint.
- (M) TERRACE : Shall be finished with broken China mosaic flooring.
- (N) ELECTRICAL
- (1) Fittings : M.K.S. make
- (2) Wiring : 3 Phase supply with MCB's in each flat. All wiring will be in copper inside the premises and shall be concealed in conduit pipes. All wires shall be PVC insulated copper conductor and shall be of SANDEEP/V-PLAST make, with a substantial number of light, fan and plug points in each room.



OK

*[Handwritten signature]*

All bedrooms will be provided with an AC point. Master bedroom and living/dining room will have points for TV and telephone.

Exhaust fan point in kitchen and toilets. All switches will be Plate Type of MKS or of equivalent make.

(O) SANITARY FITTINGS

- (1) C.P. Fittings : GEM or equivalent.
- (2) Washbasins, etc. : NEYCER / Parryware / equivalent.
- (3) G.I. Pipes : ZENITH / GUJARAT TUBE or equivalent.
- (4) G.I. Fittings : ISI or equivalent quality.
- (5) PVC pipes & fittings : SUPREME or equivalent.
- (6) Brass fittings : LEADER, L&K or equivalent.

(P) ELEVATORS

: Two OTIS or its equivalent make.

(Q) LANDSCAPING

: Flower beds in open spaces wherever possible.

(R) COMPOUND

- Internal roads : All internal roads will be paved
- Wall : Brick work with paint
- Security : Intercoms of reputed make would be provided.

(S) ENTERTAINMENT

: Common Dish Antenna point in all flats.



*[Handwritten signature]*

*[Handwritten signature]*

\*\*\*\*\*



५१५४  
 १९६८  
 ११ - तारीख १२  
 १ वाजप्याये दरम्यान दुय्यम विवेक  
 ११११ वांटे कार्यालय राज ठेका

अन्ति विनिश्चयनाय ची पंरजी ची-

प. ची	२०,००० - ०
बोंबयी ची	२२० - ०
बोडो ची (बाबे)	६० - ०
मूल्य	२०३०० - ०

For National Stock Exchange of India Ltd.

२०३०० - ०

[Signature]  
 वाजप्य विवेक, मुंबई

[Signature]  
 वाजप्य विवेक, मुंबई

१) श्री. वी. वि. मन्ना  
 ४४४४ बॉम्बे, नोकरी, रा. भगवानदास हुये वाज.  
 कात्यायनी-बोरीवली (दु.). मुंबई ४०० ०६६.  
 हे श्री. यामिस राजन ने/ मुम्बई स्टॉक एक्चेंज प्रा. लि. चे  
 ठेके. वारंरंकरा तपे: इस्तरा ६ घा. १४४/९७

२) श्री. एस. वी. ठोस  
 वय ६० वर्षे गोवर्दी  
 ३६३ विवासाणी वी - झोपडी: सोसा.  
 प्रोफर ८ वी. वी. वी. वेलापूर नवी मुंबई  
 हे श्री. गजान्तो २२१०० इस्तरां झोपडी सोसा-सोसा चे  
 साथ - सिगनेचरी.

[Signature]  
 वाजप्य विवेक

For National Stock Exchange of India Ltd.

१) [Signature]

[Signature]

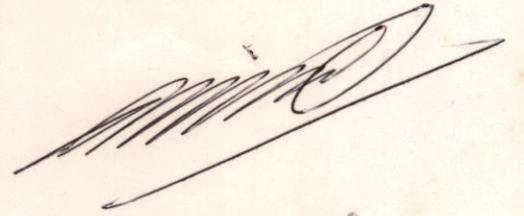
१) श्री. सुपेता मिहरी वाजप्य २२, विजय नगर, श्री. इस्तरा  
 मसणी पाणी वय ६५

२) श्री. वृत्त वी. देवा विवासाणी सोसा. (दु.)  
 १) B. M. Mishy

[Signature]  
 वाजप्य विवेक, मुंबई

सदर खजानासि मिळकत ही रक्कम  
जमिनी - १ या विभागासि असुन व्यापारसि  
दरब्या विचार जेज अलम खजानासि मीकल  
मुम्बामेगपेसा। आसुन अजुन व्यापार पन्ना  
म।कलेठ ३-३-२००९ अलमाने दिजुन येते।

दि. २१/२०००



दुय्यम निबंधक, मुंबई

मुस्तक क्रमांक १ ..... क्रमांक ..... २१

नोंदला

सारीख

२१/२००९



दुय्यम निबंधक, मुंबई  
अपिलाची मुताबती करण्याखेरीज  
निबंधकाचे सर्व अधिकार असलेल



3

बवई 18/12/98

\*\*\*\*\*  
DATED THIS 11<sup>th</sup> DAY OF DEC 1998  
\*\*\*\*\*

BETWEEN

SURAJ ESTATE DEVELOPERS  
PRIVATE LIMITED .....Developers

AND

NATIONAL STOCK EXCHANGE  
OF INDIA LTD. ... Purchasers

*[Handwritten signature]*

*408950*  
*CS*

OWNERSHIP AGREEMENT FOR SALE  
OF FLAT NO. 103

*CS 103 Making*  
*Am*  
*5627058*

*bu*

WADIA GHANDY & CO.  
ADVOCATES & SOLICITORS  
N.M. WADIA BUILDING, 2ND FLOOR  
123, M.G. ROAD, FORT  
MUMBAI 400 001.

*20000*  
*250*  
*80*  

---

*20300*  

---

*18/12/98*

*ey*