

Adj 977/2001
con. 45,91,229/-

**Office of The Dy. Inspector General of Registrars
And Dy. Controller of Stamps Bombay**

Certified that under Section 41 of the Bombay Stamp Act 1958, that the proper Stamp duty Rupees 352280/- and penalty Rupees ADJ 100/- ^{hundred eighty only} ~~Rs. Three lac fifty two thousand two hundred eighty only~~ Rs. one hundred only have been paid in respect of the instrument, Chalan no. 6364 D-11/11/01
DA. 5/11/01

[Signature]
Collector



Subject to the provisions of Section 38 A

ARTICLES OF AGREEMENT made and entered into at Mumbai this 20th day of NOV. 2001 BETWEEN SHRI RAVI ARYA the present Chief Promoter of SATLAJ CO-OPERATIVE HOUSING SOCIETY (PROPOSED) a proposed Co-operative Housing Society having office at "SATLAJ TERRACE", Dady Seth Estate, 6, Walkeshwar Road, Mumbai-400 006 hereinafter called "the SOCIETY" (which expression shall unless repugnant to the context or meaning thereof mean and include the Chief Promoters and/or Promoters of the proposed Society as well as the Society when registered and their successors-in-title and assigns) of the One Part AND Shri/Smt. SUSHMADEVI RAVI ARYA of Mumbai Indian Inhabitant residing at Flat No. 1 on Ground Floor, "SATLAJ TERRACE", Dady Seth Estate, 6, Walkesawar Road, Mumbai - 400 006 hereinafter called "the MEMBER" (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs, executors and administrators) of the Other Part :

WHEREAS:

A. Pursuant to the license/permission dated 8th January 1987 given by the Trustees of Dady Seth Charity Trust to Mrs. Manjula D. Shroff to sell and transfer all that piece or parcel of land admeasuring about 696.47 sq. meters bearing Plot no. 14 of Dady Seth Estate, Cadastral Survey No. 388 of Malabar Hill Division, Mumbai together with the building standing thereon more particularly described in the schedule thereunder and in the First Schedule hereunder written (hereinafter called "the said Property"), by an Indenture dated the 6th Day of February, 1987 made between the said Manjula D. Shroff therein called "the Assignor" of the Part and Shri Kishor Bhimji Zaveri therein called "the Assigner" of Other Part and registered in the books of Sub-Registrar of Assurances at Bombay under Serial No. 304 on 7th June 1990 the said Manjula D. Shroff for the consideration therein mentioned assigned and transferred to the said Kishor Bhimji Zaveri the said property more particularly described in the Schedule thereunder and in the First Schedule hereunder written;

[Signature] Sushma Arya.

- B. By a Deed of Assignment dated 24th December 1992 made between the said Kishor Bhimaji Zaveri therein called "the Assignor" of One Part and (1) Ravi Maniram Arya, (2) Kailash Agarwal and (3) Ramesh Sumermal Shah in their capacity as the then Promoters of the proposed Society to be known as Sattlaj Co-operative Housing Society Ltd. (therein called "the Assignees") of the Other Part and registered in the books of Sub-Registrar of Assurances at Bombay under Serial No. BBE 931/92 on 24/12/92 the said Bhimji Zaveri for the consideration therein mentioned assigned and transferred to the then Promoters of Sattlaj Co-operative Housing Society (Proposed) the said property more particularly described in the Schedule there under and in the First Schedule hereunder written.
- C. The aforesaid Ramesh Sumermal Shah resigned as Promoter/Member of the proposed Society and Shri Ravi Arya was elected and is presently the Chief Promoter of the Sattlaj Co-operative Housing Society Ltd. (Proposed) namely the Society herein;
- D. The building standing on the said property old building "Chandan Niwas" then known as "GURU ASHISH" was fully occupied by various tenants.
- E. The said building "CHANDAN NIWAS" ALSO KNOWN AS "GURU ASHISH" on the said Property was in a dilapidated condition and it was demolished and reconstructed by the Society with the co-operation and contribution of all the tenants as per the approved plans and permissions and was renamed as & now known as "SATLAJ TERRACE".
- F. The Member herein was a tenant of the Society in respect of Flat No. 4 on the IInd Floor of the old building "Chandan Niwas" then known as "GURU ASHISH" (hereinafter called "the old premises") paying monthly rent of Rs. 150/- and upon reconstruction of the new building known as "SATLAJ TERRACE", the Society has earmarked for the Member herein new premises being Flat No. 1 on the Ground Floor of the new building known as "SATLAJ TERRACE" in lieu of surrender of tenancy rights in the old premises by the Member.
- G. Prior to reconstruction of the new building, it was agreed between the Society and its promoters/members including the Member herein that on the promoters/members making payment of a sum equal to 200(two hundred) times the monthly rent of their respective tenanted premises and reimbursing to the Society the proportionate cost of development of the new building the tenancy rights of each promoter/member in the old building Chandan Niwas would be converted to ownership rights in the residential flat allotted each Promoter/member respectively in the new building to be named "SATLAJ TERRACE" by way of permanent alternate accommodation in lieu of surrender of their tenancy rights in



Ramesh Sumermal Shah
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their respective tenanted premises in the old building "Chandan Niwas" then known as "GURU ASHISHI";

In furtherance of the aforesaid, the Society in its General Body Meeting held on 5th June 1999 unanimously decided and resolved to convert the tenancies of all its members in the old building Chandan Niwas also known as Guru Ashishi to ownership rights in the premises allotted to each of its members respectively in the new building "SATLAJ TERRACE" on payment of a sum equal to 200 times the monthly rent of the respective tenanted premises occupied by them.

Pursuant to the resolution dated 5th June, 1999 the Member has paid to the Society a sum of Rs. 30000/- being equivalent to 200 times the monthly rent and requested the Society to execute these presents.

NOW THESE PRESENTS WITNESSETH and it is hereby **AGREED BY AND BETWEEN** parties hereto as under:

The parties hereto state, record, confirm and declare that the Member is a tenant of the Society in respect of Flat No. 4 having Built up area admeasuring approx 58.49 Sq. mts. on the IInd Floor of the old building "Chandan Niwas" then known as "Guru Ashishi" previously standing on the said property, for a monthly rent of Rs. 150/-.

The Society has since demolished the old building Chandan Niwas then known as "Guru Ashishi" and reconstructed a new building named as "SATLAJ TERRACE" and has obtained the B.C.C. Certificate bearing No. EB/ 2333/D/A dated 23rd May 2001 from the Municipal Corporation of Greater Mumbai in respect of the reconstructed building.

The Society hereby states, confirms and declares that in the General Body Meeting of the Promoters/members of the Society held on the 5th June 1999, a resolution has been passed for conversion of tenancy rights of the members in the tenanted premises occupied by them respectively in the old building "Chandan Niwas" also known as "Guru Ashishi" into absolute ownership rights in the premises earmarked for the members in the reconstructed building named "SATLAJ TERRACE" on payment of a sum equal to 200 times the monthly rent of the tenanted premises and the actual cost of development of the new premises earmarked for the members including exclusive area to use/sale allotted to the member.



S. K. Anja


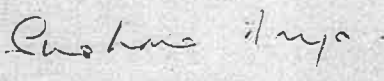
The Member hereby covenants, agrees and undertakes not to demand or require at any time the Society to partition the said Property to the extent of the area of the said Premises and hereby declares that the said property is impartible. The Member shall have no claim to the said Property save and except the use enjoyment occupation and possession of the said Premises.

The Member agrees and binds himself/herself to pay regularly to the Society every month by the 15th day of each month the proportionate share that may be decided by the Society towards the Municipal/Government taxes and other outgoings including insurance charges that may from time to time be levied against the said Property and/or the said Premises including Water taxes, Water Charges, Electricity Charges for common Lights, Collection Charges, Salaries of Watchmen, Sweepers etc. and maintenance charges including sanitation and sewerage charges or other amounts incurred or spent in connection with the said premises and the common areas. The members shall pay to the Society the aforesaid amounts without demur and without raising any dispute. The Member shall deposit and keep deposited with the Society a Sum of Rs. 31891/- as deposit towards the aforesaid expenses and outgoings. The said deposit shall not carry interest and will remain with the Society.

The Member agrees that the decision of the Society as to the quantum of amount payable by the Member under Clause above shall be final conclusive and binding on him/her.

In addition to the above, the Member has/shall contributed/contribute and pay to the Society the following amounts:

- a) Rs. 261 /- towards entrance fee and share money, paid prior to the execution of these presents (receipt whereof the Society do hereby admit and acknowledge);
- b) Rs. 2500 /- to be paid towards legal costs and charges for formation and registration of the Society.
- c) Rs. 2500 /- to be paid towards professional fees for preparing various legal documents including title certificate.
- d) Rs. 2500 /- to be paid towards fees for writings, preparation and audit of accounts of the Society by Chartered Accountants.

e) Proportionate share of stamp duty and registration charges on conveyance to be executed in favor of the Society.


f) Rs. 31891 /- being equivalent to 6 months maintenance charges @ Rs.30/- per sq. ft. as a security deposit for proportionate share of taxes and other outgoings;

13. The list of amenities and specifications provided in the said Premises is set out in the Third Schedule hereunder written.

14. The Member shall use the said Premises for residential purposes and any other use permissible under law. The Member shall not use the said Premises in a manner or for a purpose, which may or is likely to cause nuisance or annoyance to the said Property or occupiers of other premises or to owners or occupiers of neighboring properties or for any illegal or immoral purposes.

(a) The Member shall have the exclusive right to use the Chajja Projection/AHU/Servant's toilet/entrance lobby/car parking/Terrace/Garden/Upper Basement delineated on the Floor plan thereof hereto annexed and thereon shown in blue hatched lines and the use and enjoyment of such areas shall be restricted to the Member alone.

(b) The garden area including the glass canopy in the compound of the said building is reserved/allotted for the exclusive use of the holder of Flat No. 1 on the ground floor, Higher level and that neither any members/flat holders nor the Society shall be entitled to use or have make any right, title, interest, claim or demand to the same. Members are also aware that the terrace on the 6th Floor, Higher Level, attached terrace on the 6th Floor Lower Level and terrace on the 7th Floor are reserved/allotted for the exclusive use of the holder of Flat No. 19 on the 6th Floor, Lower Level and that such holder of Flat No. 19 shall be absolutely entitled to put up roof(s) on such terrace(s) of acrylic or fiber glass or such other permissible material and also be entitled to all future accretions to such terrace(s) including the right to put up additional construction on the said terraces in accordance with the D.C. rules and regulations in force from time to time and as may be permitted by the BMC and other concerned authorities. Members are aware that the access to such terrace(s) on the 6th and 7th Floors is only from Flat No. 19, and that the Society and/or any member of the Society shall not have any access thereto and hereby confirm that no member shall have objection to the same subject to the condition that the terraces will not be utilized for letting out for display advt. without express permission of the society.


Lushna 6/1/10

i. The Society has informed all its members about the specific areas earmarked for the exclusive use of the respective members and the Member herein is aware of the same. The Member herein and/or the Society, when registered shall not have any right title interest or claim of whatsoever nature in such area of premises allotted to the other member.

The common areas and facilities set out in the Fourth Schedule hereunder written shall be the absolute property of the Chief Promoter and thereafter of the Society, except as mentioned herein above when formed and the members of the Society including the Member herein either individually or jointly shall not have any right, title and interest or claim of any nature whatsoever in the said common areas and facilities belonging to the Society.


The Member shall maintain the said premises at his/her own cost in a good and tenantable repairs and shall not do or suffer to be done anything in or to the said property or to the said premises or to the staircase and/or common passage or compound which may be against the rules, regulations or bye-laws of the Corporation or the Governments Central/State or the Society or any other authorities or legal bodies, nor shall the Member change, alter and/or make any addition in/or to the said Premises or any part thereof without the written consent of the Society. The Member shall be responsible for any violation or breach of any of the aforesaid provisions.

The Member shall have no claim to the said Property whatsoever save and except the right of occupation in respect of the particular premises allotted to him/her.

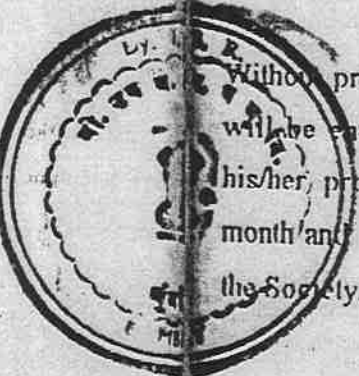
The member shall not store in the said Premises any goods, which are combustible, inflammable or otherwise hazardous or dangerous or such as are considered objectionable by the Society or any Authority and/or are so heavy as to affect the construction or stability of the building on the said Property.

Nothing contained in these presents is intended to be nor shall it be construed to be a grant or demise or assignment in law of or any right, title or interest in favor of the Member into or upon the said Property or any part thereof.

The member shall observe and perform all the rules and regulations contained in the bye-laws of the Society and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings and the various amounts aforesaid in accordance with the terms of this Agreement.


Sushama Arora


The Member shall permit the Society and its surveyors, servants and agents with or without workmen and other person at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof and the Member shall make good within 3 (three) months after giving of the notice of any deficiency, defects and want of repair of which such notice in writing shall be given by the Society to the Member. The Member shall also permit the Society and its agents and others as aforesaid to enter into the said premises or any part thereof for inspection and also for the purpose of repairing any part of the said premises and/or for the purpose of making, repairing, maintaining, re-building, cleaning and keeping in order and good condition all electric/telephone lines, fire alarm system, air conditioning pipe lines and ducts, air conditioning units, sewers, drains, pipes cables, water, courses, gutters, wires, parapet walls or structures or other conveniences belonging to or served or used for the said building on the said property and also for the purpose of laying, maintaining, repairing and testing electric/telephone lines, fire alarm system, air conditioning pipe lines and ducts, air conditioning units, drainage, gas and water pipes and electric wires and cables and for similar other purposes.



Without prejudice to the rights of the Society hereunder and/or under any law, the Society will be entitled to take action against the Member if the Member neglects or fails to pay his/her proportionate share of taxes and outgoings referred to in this agreement every month and if he/she remains in arrears for three months, in accordance with the bye-laws of the Society.


The Member will not at any time demolish or cause to be demolished the said premises or any part thereof nor will he/she at any time make any additions of whatsoever nature to the said premises or any part thereof. The Member is not permitted to make any alterations in the elevation and outside colour scheme of the said Premises.

If any additions or alterations in or about or relating to the said premises or the said building are hereafter required to be carried out by Government/Corporation or any statutory Authority or body or the Society, the Society shall not in any manner be liable or responsible for the same and the Member herein along with other members of the Society shall get it done at his/her cost. In case the Member neglects or fails to carry out such work within the stipulated time, the Society shall be entitled to get the same done at the risk and cost of the Member. The Member hereby agrees to reimburse and pay to the Society the amount demanded by the Society in that within 7 days of the demand being made by the Society.


S. S. S. S. S.

7. The Member shall not let, sub-let, transfer, assign or part with the Member's interest or benefit under this agreement or part with the possession of the said premises without the prior written consent of the Chief Promoters therefore. After registration of the Society, the Member shall be bound by the provisions of the bye-laws, rules and regulations adopted by the Society in respect of transfer of the said premises.
8. The Member shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown in his/her presence into the compound or any portion of the said Property.
9. The Member shall not decorate the exterior of his/her premises otherwise than in a manner agreed to with the Society or in the manner as far as may be same as was previously decorated.
10. The Stamp Duty and registration charges on this agreement and all documents to be executed pursuant to these presents, shall be borne and paid by the Member alone.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Property)




Those pieces or parcels of freehold land together with the buildings and structures standing on formerly known as "Chandan Niwas" also known as "Guru Ashish" and now known as "SATLAJ TERRACE" situated at 6, Walkeshwar Road, Mumbai 400 006 in the City and Island of Mumbai in the Registration District and Sub-District of Mumbai City containing by measurements in the aggregate 696.47 square meters or thereabout bearing Cadastral Survey No. 8 of Malabar Hill Division Plot No. 14 of Dady Sheth Chow patty Estate and assessed by the Assessor and Collector of Rates and Taxes, Municipal Corporation of Greater Mumbai in "D" Ward, under no. 2469(1)/6 and 2469(1A)/6A and bounded as follows, that is to say: On or towards North by property bearing Cadastral Survey No. 393, On or towards the West by Walkeshwar Road, On or towards the East by property bearing Plot No. 15 and Cadastral Survey No. 305 and on or towards the South by the Walkeshwar Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said premises)

Plot No. 1 on the Ground Floor, of the building known as "SATLAJ TERRACE" on property described in the First Schedule hereinabove written and measuring about 58.49 sq. mts. built-up area shown in red colour was on the plan annexed hereto.


P. S. K. Anand
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THE THIRD SCHEDULE ABOVE REFERRED TO

(List of Amenities and Specifications)

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Nature and extent of the common areas and facilities, limited common areas and facilities, restricted areas and exclusive areas)

Common Areas and Facilities belonging to the Society:

1. Staircase upto 5th Floor.
2. Passage and Midlanding.
3. Common electric meter for common lights.
4. Lift.
5. Lift lobby.
6. Society's office.
7. High Security Systems.

Grand Entrance Lobby in Marble/Granite with sitting lounge.

Septic tank, drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement)]

Limited Common Areas and Facilities allotted to other members

Car Parking Space in the Open Compound/Stilt /Basement.

Restricted Areas allotted to other members

- (i) Garden in the Compound on Ground Floor.
- (ii) Terrace on the top at 7th Floor.
- (iii) Upper Basement.

Exclusive Areas allotted to other members

1. Chajja Projection
2. AHU
3. Servant's toilet
4. Entrance Lobby on each floor
5. Car Parking in Basement



S. K. Sharma

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

SIGNED SEALED AND DELIVERED)
By the within named SOCIETY namely)
SHRI RAVI ARYA Chief Promoter of)
Satlaj Co-operative Housing Society)
(Proposed), in the presence of)

Shri Arya

SIGNED SEALED AND DELIVERED)
By the within named MEMBER)
Shri/Smt. SUSHMADEVI RAVI ARYA)
in the presence of)

Sushma Arya

RECEIVED of and from the within named Member an aggregate sum of Rs. 4621229/-
Forty Six Lacs Twenty one thousand Two hundred twenty nine only towards payment of the amounts
mentioned in Clauses 4 & 6 of this Agreement, details whereof are as under:

Shri Arya

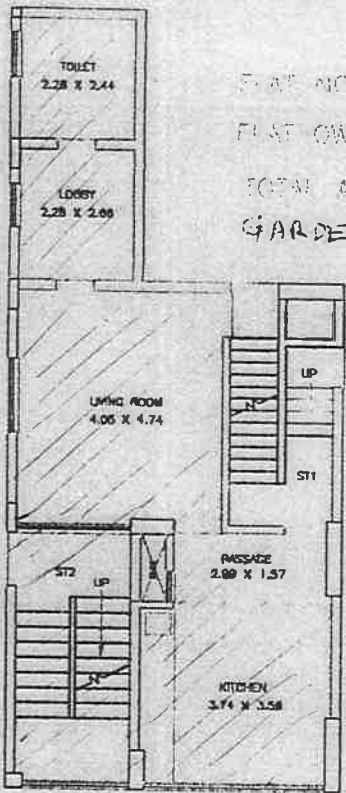
<u>Cheque/D.D. No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
			/
Total			Rs. <u>4621229/-</u> = <u>Shri Arya</u>

WE SAY RECEIVED
For Satlaj Co-operative Housing Society Ltd. (Proposed)

Shri Arya
Chief Promoter
SOCIETY

Witness:

- 1.
- 2.



FLAT NO : - 1

FLAT OWNER'S NAME :

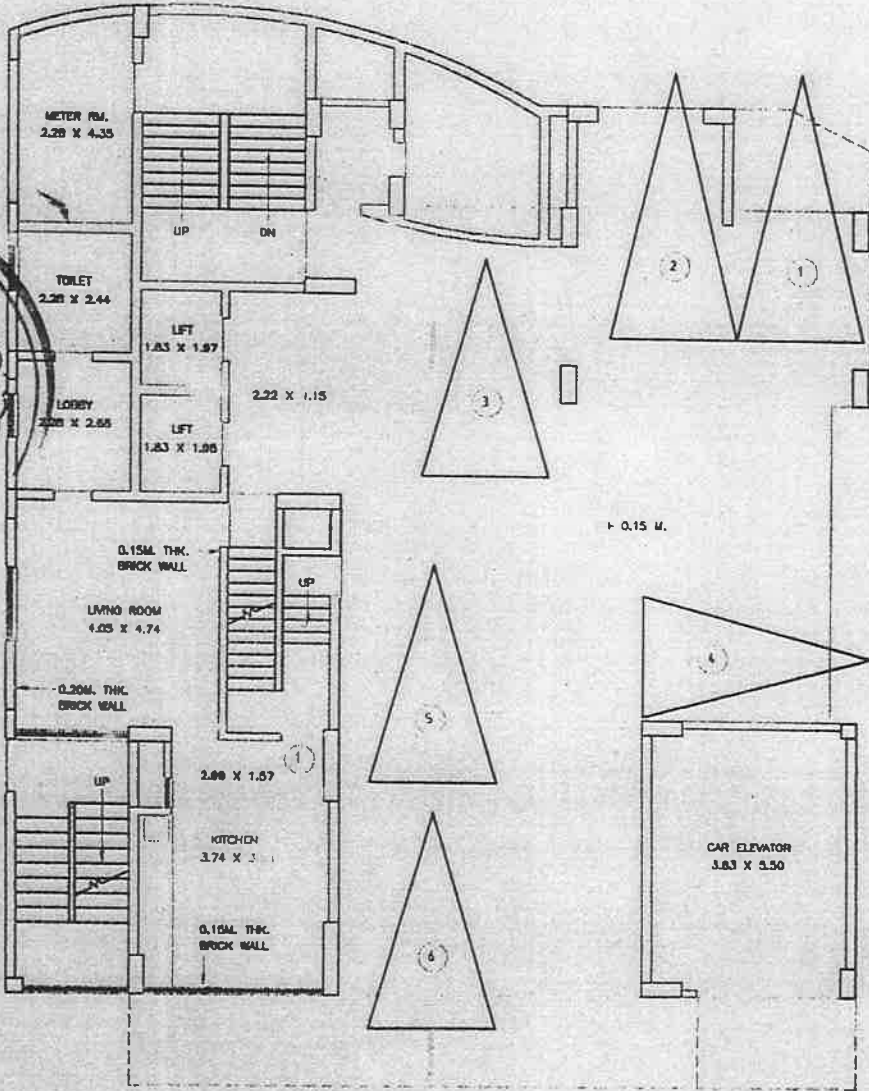
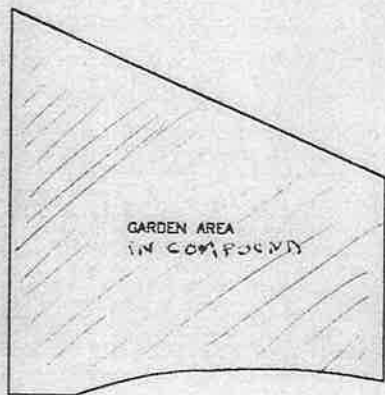
SMT. SUSHMADEVI R. ARYA

TOTAL AREA = 72.76 SQ.MT.

GARDEN AREA = 40 SQ. MT.

Sushma Arya

Sushma Arya



GROUND FLOOR PLAN

Sushma Arya
Sushma Arya

RAVI ARYA CHIEF PROMOTER
SATLAJ CO-OP HOUSING SOCIETY LTD. (PROPOSED)

Dady Seth Estate, 6, Walkeshwar Road, Bombay - 400 006.

Date 1-01/01/93

No. : 017

Received with thanks from Mr/Mrs/Messers : Sushmudevi Ravi Arya
Rs. 150/- (Rupees One hundred Fifty only)

only) being in payment of rent compensation for the month of January 1993 including R & R cess etc. as per details stated here under in respect of Flat No. / Block No. F4

Rent Monthly Rs. 150/-
Repair Cess Rs. _____
Education Cess Rs. _____
Benefit Tax Rs. _____
Mun. Tax Rs. _____
Water Charges Rs. _____
Tree Tax Rs. _____
Total 150/-

Ground Floor
1st Floor
 2nd Floor
3rd Floor

Received Rs. 150/-

As Compensation without prejudice to our rights

For SATLAJ CO-OP HOUSING SOCIETY LTD. (PROPOSED)



[Signature]
OWNERS

Signature of Rent Collector

The above receipt is not valid if :

1. It is not counter signed by an authorised person
2. Corrections, if any, are not initialled by an authorised person
3. The amount is not realised.

The rent charges Includes :

Rate Cess and taxes of the corporation now in force, any new tax that may come be charged extra

But does not includes Electric or Gas charges and new taxes that may come hereafter,

For Terms & Conditions of tenancy please see overleaf

[Signature]
Sushmudevi Arya

RAVIARYA CHIEF PROMOTER
SATLAJ CO-OP HOUSING SOCIETY LTD. (PROPOSED)

Dady Seth Estate, 6, Walkeshwar Road, Bombay - 400 006.

No.: 796

date: 01/06/96

Received with thanks from Mr/Mrs/Messers: Sushrudevi Devi Arora
Rs. 150/- (Rupees one hundred fifty only)

Compensation for the month of June 1996 only) being in payment of rent
here under in respect of Flat No. / Block No. F4 including R & R cess etc. as per details stated

Rent Monthly	Rs. <u>150/-</u>
Repair Cess	Rs. _____
Education Cess	Rs. _____
Benefit Tax	Rs. _____
Income Tax	Rs. _____
Water Charges	Rs. _____
Fire Tax	Rs. _____
	<u>150/-</u>

Ground Floor
1st Floor
 2nd Floor
3rd Floor

Received Rs. 150/-
As Compensation without prejudice to our rights

For SATLAJ CO-OP HOUSING SOCIETY LTD. (PROPOSED)



[Signature]
OWNERS

Signature of Rent Collector

- The above receipt is not valid if:
- It is not counter signed by an authorised person
- Corrections, if any, are not initialled by an authorised person
- The amount is not realised.

The rent charges includes :
Rate Cess and taxes of the corporation now in force, any new tax that may come be charged extra
but does not includes Electric or Gas charges and new taxes that may come hereafter,
or Terms & Conditions of tenancy please see overleaf

[Signature]
[Signature]

RAVI ARYA CHIEF PROMOTER
SATLAJ CO-OP HOUSING SOCIETY LTD. (PROPOSED)

Dady Seth Estate, 6, Walkeshwar Road, Bombay - 400 006.

No. : 999

date: 01/01/97

Received with thanks from Mr/Mrs/Messers: Sashmadeni Ravi Arya -
 Rs. 150K (Rupees one hundred fifty only)

only) being in payment of rent compensation for the month of January 1997 including R & R cess etc. as per details stated here under in respect of Flat No. / Block No. FH

Rent Monthly	Rs. <u>150K</u>
Repair Cess	Rs. _____
Education Cess	Rs. _____
Benefit Tax	Rs. _____
Munz Tax	Rs. _____
Water Charges	Rs. _____
Tree Tax	Rs. _____
Total	<u>150K</u>

Ground Floor
 1st Floor
 2nd Floor
 3rd Floor

Received Rs. 150/-
 As Compensation without prejudice to our rights

For SATLAJ CO-OP HOUSING SOCIETY LTD. (PROPOSED)



[Handwritten Signature]

OWNERS

Signature of Rent Collector

The above receipt is not valid if:

1. It is not counter signed by an authorised person
2. Corrections, if any, are not initialled by an authorised person
3. The amount is not realised.

The rent charges includes :

Rate Cess and taxes of the corporation now in force, any new tax that may come be charged extra
 But does not includes Electric or Gas charges and new taxes that may come hereafter,
 For Terms & Conditions of tenancy please see overleaf

[Handwritten Signature]
 Sushma Arya

LETTER OF CONFIRMATION CUM POSSESSION

20th NOV
2001


From:
Mr. Ravi Arya Chief Promoter
Satlaj Co-operative Housing Society Ltd (Proposed)
"SATLAJ TERRACE", Dady Seth Estate,
6, Walkeshwar Road,
Mumbai-400 006.

To:
Mr. / Mrs. SUSHMADEVI RAVI ARYA
Mumbai.

Re: Flat No. 1 on the Ground floor, of the reconstructed building known as "SATLAJ TERRACE" situate at Dady Seth Estate, 6, Walkeshwar Road, Mumbai 400 006 area admeasuring about 72.76 sq. mts. (which is inclusive of the full areas of the balconies and passages, if any, with the exclusive right to use/sale the Garden Area in the Compound & other Area admeasuring approx 40.27 sq. mts.) with Car Parking no. 1 on in the Stilt

Dear Sir,

1. This refers to the Letter of Reservation/Earmarking dated 9th AUGUST 1996 whereby I, as the Chief Promoter of Satlaj Co-operative Housing Society Limited (Proposed) had earmarked for you the captioned premises to be allotted to you by way of permanent alternate accommodation in lieu of surrender of your tenancy rights in the tenanted premises occupied by you in the old building Chandan Niwas then known as "GURU ASHISH" and now renamed as "SATLAJ TERRACE" on Plot No. 14, Dady Sheth Charity Estate, Chowpatty, lying and situate at 6, Walkeshwar Road, Mumbai-400 006, upon payment of 200 times the monthly rent and cost of development of the captioned premises including the other exclusive area by you to the Society.
2. Pursuant to the receipt of occupation certificate of the reconstructed building "SATLAJ TERRACE" (after demolition of the old building Chandan Niwas, then known as "GURU ASHISH"), now named as "SATLAJ TERRACE" we had entered into an Agreement dated .10.2001 where under you made payment of Rs. 30000 /- equivalent to 200 times the monthly rent & Rs. 150 /- towards part payment of cost of development of the captioned premises. Under the aforesaid Agreement your tenancy rights


Quishma Arya

in the old tenanted premises in "SATLAJ TERRACE" was converted into absolute ownership rights of a captioned premises.

You have now made payment of the balance cost of development being Rs. NIL /- receipt whereof is hereby admitted and acknowledged by the Society.

You shall within 15 days from the date hereof make payment of the following amounts and deposits to the Society:

- a) Rs. 261 /- towards entrance fee and share money, paid prior to the execution of these presents (receipt whereof the Society do hereby admit and acknowledge);
- b) Rs. 2500 /- to be paid towards legal costs and charges for formation and registration of the Society.
- c) Rs. 2500 /- to be paid towards professional fees for preparing various legal documents including title certificate.


Rs. 2500 /- to be paid towards fees writing, preparation and audit of accounts of the Society by Chartered Accountants.

- e) Proportionate share of stamp duty and registration charges on conveyance to be executed in favor of the Society.

- f) Rs. 31891 /- being equivalent to 6 months maintenance charges @ Rs.30/- per sq. ft. as a security deposit for proportionate share of taxes and other outgoings;

In the event or default in payment of the abovementioned amounts within the stipulated time, you shall be liable to pay interest @ 18% p.a. to the Society from the due date till the date of payment thereof.

5. You are aware that the Society has in its General Body meeting of its members held on 5TH JUNE 1999 unanimously decided and resolved that you and some other intending members of the Society have been allotted exclusive rights to use certain areas in the said building "SATLAJ TERRACE" which shall be treated as restricted areas for sole and exclusive use and enjoyment of the intending member to whom such restricted area has allotted.


Rushendra Singh


It is hereby confirmed that in pursuance of the aforesaid resolution you shall have the Chajja Projection/AHU/servant's toilet /entrance lobby/car parking/Terrace Garden delineated on the floor plan thereof hereto annexed and thereon shown in blue hatched lines and the use and enjoyment of such areas shall be restricted to you alone.

You have been made aware that the garden area including the glass canopy in the compound of the said building is reserved/allotted for the exclusive use of the holder of Flat No. 1 on the ground floor, Higher level and that neither any members/flat holders nor the Society shall be entitled to use or have make any right, title, interest, claim or demand to the same. You are also aware that the terrace on the 6th Floor, Higher Level, attached terrace on the 6th Floor Lower Level and terrace on the 7th Floor are reserved/allotted for the exclusive use of the holder of Flat No. 19 on the 6th Floor, Lower Level and that such holder of Flat No. 19 on shall be absolutely entitled to put up roof(s) on such terrace(s) of acrylic or fiber glass or such other permissible material and also be entitled to all future accretions to such terrace(s) including the right to put up additional construction on the said terraces in accordance with the D.C. rules and regulations in force from time to time and as may be permitted by the BMC and other concerned authorities. You are aware that the access to such terrace(s) on the 6th and 7th Floors is only from Flat No. 19, and that the society and/or you as a member of the Society shall not have any access thereto and hereby confirm that you have no objection to the same subject to condition that the terraces will not be utilized for letting out or display advt. without express permission of the society.

8. On execution of these presents the quiet vacant and peaceful possession of the captioned premises has been handed over to you as the absolute owner thereof and for your exclusive use, enjoyment, occupation and possession.

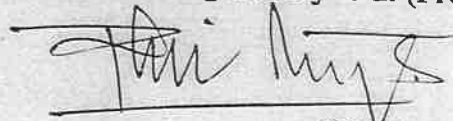
9. You will pay to us your share in property taxes, outgoings, maintenance and Society, administration charges, etc. Until the municipal taxes in respect of the said flat are fixed and exact amount is ascertained, you shall bear and pay an estimated amount @ Rs. 5 /- per Sq. ft. of the built-up area of the captioned premises per month in advance regularly to the Chief Promoters or to the personas directed by the Chief Promoters towards and on account of your share of municipal taxes, maintenance and other expenses of watchmen, gardener, liftman, common electricity charges etc.

10. As from the date hereof you will be liable for payment of all outgoings in respect of the captioned premises and you will also be liable for the proper maintenance of the same. You will observe the rules and regulations that may from time to time framed by us for the purpose of management of the said building and/or by the society that will be formed by us as aforesaid.


Rishma Singh

1. The Stamp Duty and registration charges, if any, on such Letter of Confirmation-cum-Possession shall be paid by you alone.

Yours truly,
For Satlaj Co-operative Housing Society Ltd. (Proposed)



(Chief Promoter)

confirm the above.

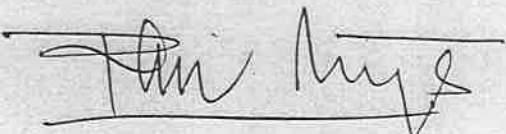
Rushma Arya

(Member)

RECEIVED of and from the
Within named Member **MRS. SUSHMADEVI RAVI ARYA**)
A sum of Rs. **NIL** /- being the)
Balance cost of development)
As within mentioned to be by him)
Him paid to me.)

Rushma Arya

I SAY RECEIVED
For Satlaj Co-operative Housing Society Ltd. (Proposed)



(Chief Promoter)