

THE KAPOL FRANKING
 Branch : FORT
 Date :
 Pay to : Acct. Stamp Duty Sr. No.:
 Franking Value
 Service Ch
 TOT

रकम/ Amount	₹ 990 00	p/p
विनिमय/ Exchange	30 00	
डाक खर्च/ P&T Charges		
कुल/ Total	920 20 00	

रोकड/अं. साखी व्र/Cash/Tt Scroll No.....
 सं.ह./Initials.....
 प्रधान रोकडिया/Head Cashier.....
 पासकर्ता अधिकारी/Passing Officer.....



DEED OF DECLARATION CUM CONFIRMATION
OF
AGREEMENT DATED 25TH JUNE 1992

FOR THE KAPOL CO-OP. BANK LTD.
 FORT BRANCH
 AUTHORIZED SIGNATORY

This DEED OF DECLARATION CUM CONFIRMATION made at Mumbai this 23 day of September, in the Christian year Two Thousand Eight by MR. VIMALCHAND RAJMAL MEHTA having address at Shop No. 1 Ground Floor, Rajnigandha Co-Op. Housing Society Ltd. Off Bhavani Shankar Road, Dadar (W), Mumbai - 400 028 do hereby solemnly declare and state as follows :

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I declare that by an AGREEMENT dated 25th June 1992 made between Messrs Bhavani Construction Company therein as the Builder /Developers of the First Part and 1. Mr. Nalinbhai Patel and 2. Mr. D.B. Mehta as the Owners therein of the Second Part and me as the Purchaser of the Third Part said Builder therein sold, transferred and conveyed me Shop No. 1 Admeasuring 288 sq.ft. (built - up) on Ground Floor of Rajnigandha Co-Op. Housing Society Ltd. Off Bhavani Shankar Road, Dadar (W), Mumbai - 400 028, on the piece or parcel of land bearing C.S. No. 1393(P) of Lower Parel Division in the Registration District and Sub Registration

Handwritten signature

THE Kapol Co-operative Bank Ltd.,
 Fort Branch, Withaldas
 Chambers, Ground Floor, 8, Horni
 Mody Street, 16, Mumbai Samachar
 Marg, Fort, Mumbai-400 001
 Ph: 1061/01/05/1973-76

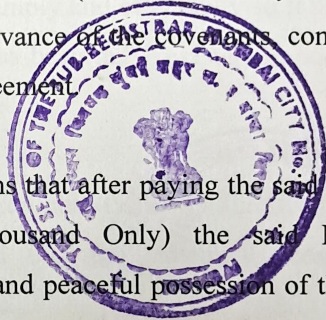
भारत 41680
 148602
 SPECIAL DELIVERY
 SEP 23 2008

District Mumbai City for Rs. 4,50,000/- (Fore Lakhs Fifty thousand Only) as mutually agreed upon therein and more particularly described in the Schedule hereunder written for the terms and conditions therein contained.

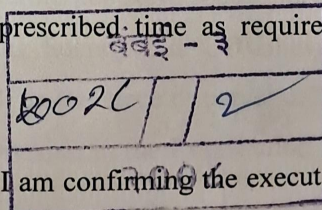
I further state, declare and confirms that by an AGREEMENT dated 25th June 1992 executed by the said Builder /Developers and me, the said Builder /Developers released their right title and interest in the said flat in my favour. *shop*

I further state, declare and confirms that I have paid to the said Builder /Developers a sum of Rs. 4,50,000/- (Fore Lakhs Fifty thousand Only) for the due performance and observance of the covenants conditions and provisions contained in the said Agreement.

I further state, declare and confirms that after paying the said sum of Rs. 4,50,000/- (Fore Lakhs Fifty thousand Only) the said Builder /Developers handed over *me* us the vacant and peaceful possession of the said flat. *shop.*



I further state, declare and confirms that the said Agreement is duly adjudicated / stamped by the General Stamps office, Mumbai. However same is not registered within the prescribed time as required under the Registration Act, 1908.

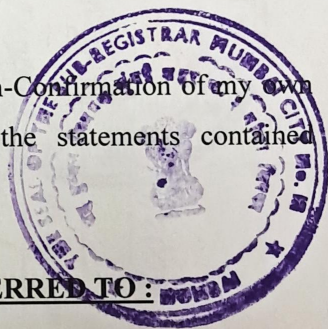


I further declare and state the I am confirming the execution made by said Builder /Developers and me of the said AGREEMENT dated 25th June 1992 and desirous to register with the office of the Sub Registrar of Assurances at Mumbai in the manner hereinafter appearing.

JPR

NOW THEREFORE, THIS INDENTURE WITNESSETH that in pursuance of the said AGREEMENT I do hereby declare and confirm that the said AGREEMENT dated 25th June 1992 were executed by the said Builder /Developers and me and the said AGREEMENT is annexed hereto. I do hereby declare and confirm that all the terms and conditions mentioned in the said AGREEMENT 25th June 1992 in all respect binding upon the said Builder /Developers and also binding upon their and my heirs and executors we have then not appeared before the Sub Registrar of Assurances at Mumbai within time limit presented in the said AGREEMENT dated 25th June 1992 for the Registration and also not admitted execution thereof to the end and intent that the said Declaration-cum-Confirmation shall take abinitio effect in all respect therein mentioned as amply and effectually so if the said Deed of Declaration-cum-Confirmation has been duly registered under the provisions of Indian Registration Act, 1908.

I am making this Deed of Declaration-cum-Confirmation of my own and free will and knowing fully well that the statements contained hereinabove are true to my own knowledge.



THE SCHEDULE ABOVE REFERRED TO:

All THAT Shop No. 1 Admeasuring 288 sq.ft. (built - up) on Ground Floor of Rajnigandha Co-Op. Housing Society Ltd. Off Bhavani Shankar Road, Dadar (W), Mumbai – 400 028, on the piece or parcel of land bearing C.S. No. 1393(PT) of Lower Parel Division in the Registration District and District Mumbai City.

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SIGNED AND DELIVERED

By the withinnamed

MR. VIMALCHAND RAJMAL MEHTA)

V. Mehta

In the presence of

)



Tuesday, September 23, 2008
12:48:43PM

दस्त गोषवारा भाग-1

बबई3

दस्त क्रमांक : 7028/2008

1 y

दस्त क्रमांक : बबई3 /7028/ 2008

वाजार मूल्य: रु.898,500/-

मोबदला: रु.450,000/-

भरलेले मुद्राक शुल्क: रु.100/-

दु.नि.सह दुय्यम निबंधक मुंबई शहर 3 यांचे कार्यालयात

अ.क्र.7028 वर दि.23/09/2008

रोजी 12:27:43:000PM वा. हजर केला.

पावती

सादर करणाराचे नाव:विमलचंद राजमल मेहता

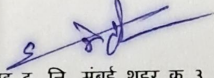
नोंदणी फी :

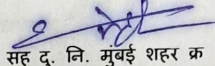
दस्त हाताळणी फी :

पृष्ठांची संख्या : 53

एकुण

दस्त हजर करणा-याची सही :-


सह दु. नि. मुंबई शहर क्र 3


सह दु. नि. मुंबई शहर क्र 3

शिवका क्र.1 Sep 23 2008 12:47PM ची वेळ:(सादरीकरण)

शिवका क्र.2 Sep 23 2008 12:48PM ची वेळ:(फी)

ANNEXURE IS NOT REGISTERED

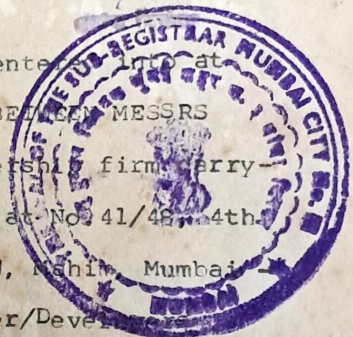




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 दिनांक
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 Mr. S. S. Consultant
 सत्यमेव जयते

ARTICLES OF AGREEMENT made and entered into at
 Mumbai, this 25th day of June, 1992 between MESSRS
 Bhavani Construction company, a partnership firm carry-
 ing on business at Sheetal Darshan, Flat No. 41/48, 4th
 floor, Plot No. 375, Lady Jamshedji Road, Pashim Mumbai
 400016 hereinafter called 'the Builder/Developer'
 (which expression shall unless it be repugnant to the
 context or meaning thereof be deemed to include the
 partner or partners for the time being of the said
 firm, the survivor or survivors, of them and their
 respective heirs, executors, administrators and assigns
 of such last survivor) OF THE FIRST PART AND (1)
 NALINBHAI PATEL (2) SHRI D.B.MEHTA, residing at S.V. Road,
 Santacruz(W), Bombay Rs 55 hereinafter called 'the Owners'
 (which expression shall unless it be repugnant to the
 context or meaning thereof be deemed to mean and include
 their heirs, executors, administrators as may be permissible
 under law) of the SECOND PART AND SHRI VIMALCHAND RAJMAL
 MEHTA II floor B-Wing, Madhavnagar 50 B.S. Rd, Dadar (W)
 Bombay 400028



Handwritten signature

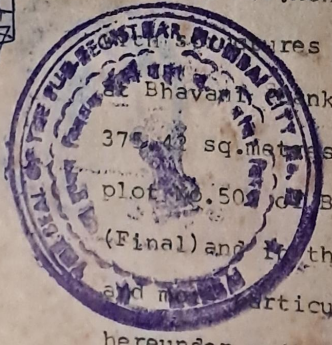
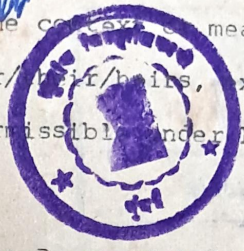
No. = 288
m.v. = 8,98,500/-
Stamp Act, 1958.

No. Asm/14/2095/08 / Certificate / 1078/08
Office of the Collector of Stamps
Dated 18/09/08

Received from Sri V. R. Mehta
resident of Mumbai
Insufficient Stamp duty of Rs. 89,850/- Eighty Nine Thousand Eight Hundred fifty
vide challan No. 25,26 dated 16/09/08
chargeable under article 25(b)
of schedule I of Bombay Stamp Act, 1958
Certified under Section 41 of the Bombay
Stamp Act, 1958 that the proper duty of
Rs. (89,850/-) Eighty Nine Thousand Eight Hundred fifty only
and penalty Rs. (1000/-) One Thousand only
under article 25(b) of schedule I have
been paid in respect of this instrument.

This certificate is subject to the provisions
of section 53-A of the Bombay Stamp
Act, 1958.
hereinafter called 'THE PURCHASERS' (which expression shall
unless repugnant to the context meaning thereof
be deemed to include heirs, executors,
administrators as may be permissible under law) OF THE
THIRD PART; WHEREAS:

I. By virtue of the Consent Decree dated 14th December,
1981 passed by the High Court of Judicature at Bombay,
in its original Civil Jurisdiction, in suit No.1436 of
1981 (Nalinbhai L. Patel and another V/s Smt. Kasturbai
Gajanan Mhatre) the said Kasturbai G. Mhatre sold,
transferred and conveyed unto the said Nalinbhai Patel and
the said D.B. Mehta a piece or parcel of land together
with the buildings thereon standing thereon situate at and lying
at Bhavanji Shankar Road, containing by admeasurement
375.42 sq. meters or thereabouts and bearing final
plot No. 50 of Bombay City IV, Mahim (1st Variation)
(Final) and in the Registration sub-District of Bombay
and more particularly described in the Schedule
hereunder written.

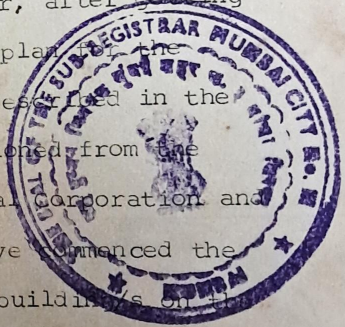


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II. The Builder/Developers herein have under the Agreement of sale dated 16th June, 1988, agreed to purchase from the said Nalinbhai L. Patel and Shri D.B.Mehta, the Owner herein, and the Party of the Second Part, the said property more particularly mentioned in the Schedule hereunder written on the terms and conditions contained therein AND WHEREAS the said original owners, the Party of the Second Part herein, handed over possession of the said property and authority to deal with the tenants unauthorised occupants on the said property more particularly described in the Schedule hereunder written.

III, The Builders/Developers in consultation and with the co operation of the owner, after getting all necessary permission, got the plan of the development of the said property described in the schedule hereunder written, sanctioned from the authorities of the Bombay Municipal Corporation and obtained necessary permission, have commenced the construction work of the propose buildings on the said property described in the Schedule hereunder written.



IV. The Builders/developers have entered into a standard agreement with the Architects M/s _____ a registered firm with council of Architects and consultation and consultants and Shri

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structural engineers for the purpose of preparation of the structural design and drawings of the Building to be constructed by the builders on the said property more particularly described in the Schedule hereunder written and builders have accepted the supervision

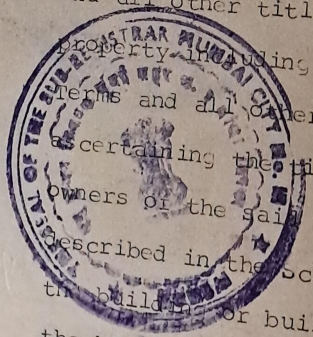
V.R.Mehta

of the said Architects and structural engineers till the completion of the building on property described in the Schedule hereunder written.

V. The Builders/Developers are entitled to develop the said property, more particularly described in the schedule hereunder written by constructing the building thereon, pursuant to the said agreement entered into with the owners herein dt.11.6.1988 and are entitled to and authorised to sell, transfer, alienate and dispose off on what is known as 'ownership basis', flats, shops, basement and other premises that may be available for dispose to prospective buyers.

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VI. The Purchaser has prior to the execution of these presents taken inspection of the original title clearance certificate dated _____ issued by Mabrand Gadhikar & Co Advocate for the Builders, a copy of which is hereto annexed and marked Ex. 'A'



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and all other title deeds pertaining to the said property including the Property Card and consent terms and all other relevant records required for ascertaining the title of the builders as well as the owners of the said property and more particularly described in the schedule hereunder written on which the buildings or buildings are to be constructed by the builders as per the plans and specifications sanctioned by the Bombay Municipal Corporation as recited hereinabove and the copy of the plans and specifications of the flat agreed to be

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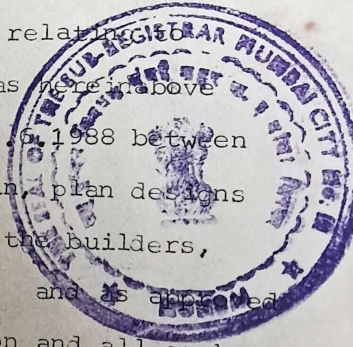
purchased by the flat purchasers and approved by the local authorities pursuant to the hereinbefore recited orders have been inspected by the Purchaser herein.

VII. The Purchaser have become fully satisfied with the title of the original owners and authority of the builders herein to develop the said property and to sale and/or dispose of the flats/premises in the building to be constructed thereon on the ownership basis and the Purchaser have agreed not to make any requisitions and/or not to call for further documents on title of the said original owners and the builders herein have agreed to accept the said title certificate issued by Shri M A G A R A N I ^{4 ANDHI Co} Advocate final.



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VIII. The Purchaser prior to execution of this agreement have demanded from the builders and the builders have given inspection to the Purchasers of all the documents of title relating to the said Property, various orders as recited and the agreement dated 16.6.1988 between the owners and the builders herein plan designs and specifications as prepared by the builders, Architects M/s A. S. Natar and as approved by the Bombay Municipal Corporation and all such documents as specified in section 3 of the Maharashtra Ownership Flats Act XIV of 1963 and Rules 3 and 4 of Maharashtra Ownership Flats Rules 1984 (hereinafter for the brevity's sake to be referred to as the said Act, and ^{बंबई} the said Rules) as demanded by the Purchaser and as required by law.



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IX. The Purchasers have become fully conversant with the terms and conditions of the agreement dated 20.8.1988 entered into between the original owners i.e. party of the Second Part herein and the builders, the party of the First Part herein

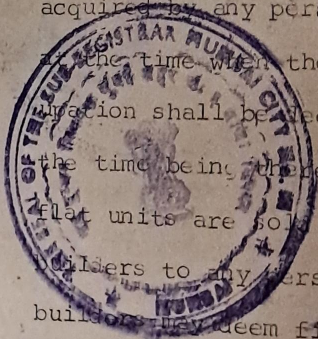
H. P. Mendley

which terms and conditions remain binding and enforceable by the original owners upon the purchaser herein and all prospective flat purchasers who shall form a Co operative society and/or any other association of the said proposed purchasers of the various flat premises, as if the same premises forming the part thereof.

X. The Builders are selling and the purchaser are purchasing from the builders the said tenement premises on what is known as 'ownership basis' with a view ultimately that the purchasers of the shops/flats/garages/premises in the above referred building shall become members of the proposed co operative society and/or any other association that may be formed, as the case may be.

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XI. It has been agreed by and between the parties hereto, that if one or more of such flats/shops/garages/premises are not taken or acquired by any person/persons, then the builders at the time when the builders is ready for occupation shall be deemed to be the owners for the time being thereof until the said remaining flat units are sold or have been sold by the builders to any person or persons part as the builders may deem fit or proper.



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XIV. The Purchaser has agreed to acquire, purchase ~~flat/shops/garage~~, premises bearing No. 01 on the 6th floor in — wing in the Building to be known as "Rajawingandha"

proposed to be constructed by the builders on the said property more particularly described in the schedule hereunder written (hereinafter

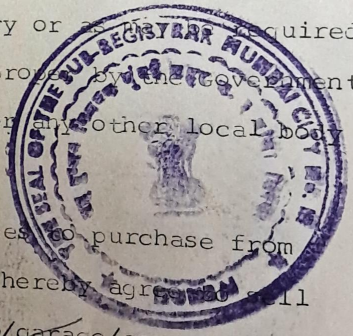
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for the brevity's sake referred to as "THE SAID Premises") upon and subject to the terms and conditions herein appearing.

NOW THESE PRESENTS WITNESSETH THAT IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

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1. The Builder shall under normal conditions construct the building on the said property more particularly described in the 1st and 2nd schedule in accordance with the plans and design and specifications already sanctioned and/or approved by the Bombay Municipal Corporation from time to time have been approved by the Purchaser herein and the purchaser has also agreed that the builders may make only such variation and modifications therein as the builders may consider necessary or as may be required to be done and/or considered proper by the Government Bombay Municipal Corporation or any other local body or authority.



2. The Purchaser hereby agrees to purchase from the builders and the builders hereby agree to sell to the purchaser one flat/shop/garage/car parking space bearing NO. 01 of the built up area admeasuring 288 sq.ft. (which is inclusive of the area of the balconies) on the 4th floor - wing as shown in the floor plan thereof here annexed and marked as Exhibit 'B' in the building known as (hereinafter referred to as "the said premises") with amenities and specifications as per the 1st schedule hereto annexed and marked as Exhibit 'C' at or for the price of

Rs. 4,50,000/-

(Rupees Four Lacs

fifty thousand only)

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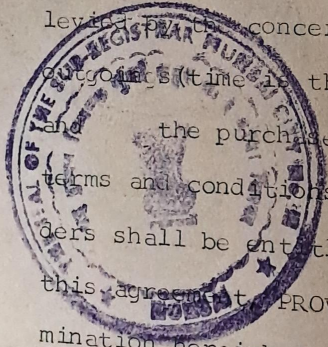
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including the proportionate price of the common areas and facilities pertaining to the said premises, nature and extent and description of the common/limited common area and facilities. The Purchaser hereby agree to pay to the Builders the said above referred consideration amount and/or purchase price as per the Schedule of the payment hereto annexed and marked as Exhibit 'D'.

3. The Purchaser agrees to pay to the Builders interest at 18% per annum on all the amounts which become due and payable by the purchaser to the builders under the terms of this agreement from the date of the amount is payable by the Purchaser to the builder.

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4. On the purchaser committing default in payment on due date of any amount due and payable by the purchaser to the builders under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) (time is the essence of the contract) and the purchaser committing breach of any of the terms and conditions herein contained). The Builders shall be entitled their own option to terminate this agreement. PROVIDED ALWAYS that the Power of termination hereinbefore contained shall not be exercised by the builders unless and until the builders shall have given to the purchaser a fifteen (15) days prior notice in writing their intention to terminate this agreement of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the purchaser in



W. M. Wadley

0022 9th 2000

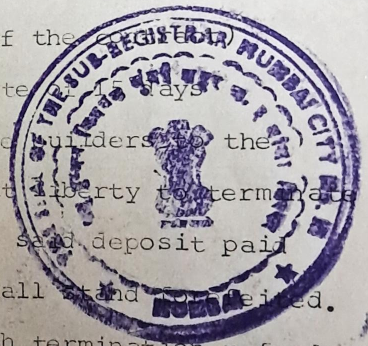
remedying such breach of such notice. Provided further that upon the termination of the agreement as aforesaid the builders shall refund to the purchaser the instalments of the sale price of the flat which may till then have been paid by the purchaser to the builder and the builders shall not be liable to pay to the purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the liberty to dispose off and sell the premises to such person and at such price as the builders may in their absolute discretion think fit.

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5. If the Purchaser commits default in payment of any of the instalments aforesaid on their respective due date (time being the essence of the contract) and if the default continues in spite of 7 days notice in writing to be sent by the builders to the purchaser, the Builders shall be at liberty to terminate this agreement in which event, the said deposit paid by the purchaser to the builder shall stand forfeited. The Builders shall however, on such termination, refund to the purchaser the instalments of part payment, if any, which may have till then been paid by the purchaser to the builders but without any further amount by way of interest or otherwise. On the Builders terminating this agreement under this clause they shall be at liberty to sell and dispose off the said premises to any other person as the builders deem fit at such price as the builders/developers may determine and the purchaser shall not be entitled to question such sale or to claim any amount from the builders/developers.



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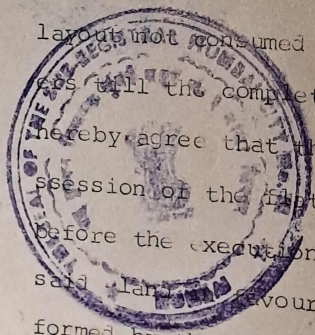


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6. The Builders/Developers hereby agree to observe perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat to the flat purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the said flat.

7. The Builders hereby declare that the Floor Space Index available in respect of the said land, is ^{+ TP Rd} 5366 sq.ft. only and that no part of the said floor space index has been utilised by the builders elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the builders elsewhere, then the builders shall furnish to the purchaser all the detailed particulars in respect of such utilisation of the said floor space index any other land or property by way of floating floor space index. The residual F.S.I in the plot or the layout not consumed will be available to the builders till the completion of the project. The Builders

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hereby agree that they shall before handing over possession of the flat to the purchaser and in any event before the execution of the conveyance deed of the said land in favour of a corporate body to be formed by the purchasers of the flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as the society/ltd. company) make full and true disclosure of the nature of this title to the said land as well as the circumstances, if any, including any right title, interest or claim of any party in or over the

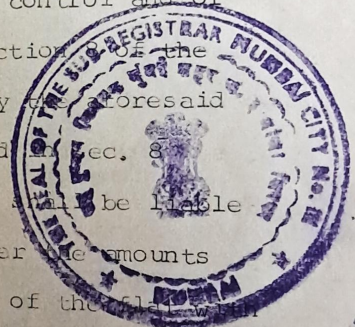
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said land and shall as far as practicable ensure that the said land in free from all encumbrances, and that the original owners have absolute clear and marketable title to the said land so as to enable them to execute conveyance with the said society/limited company with such absolute, clear and marketable title by the builders and owners in favor of the said proposed society.

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8. The Builders agrees that the possession of the said flat/shop/garage premises shall be delivered to the purchasers after the completion of the building i.e. on or about Aug 1992 198 If the

Builder/developers fail and/or find it difficult to give possession of the flat to the purchaser on account of reasons beyond their control and of agents as per the provisions of section 2 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or date prescribed in sec. 8 of the said Act, then the builders shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the flat with simple interest at 9% per annum from the date of the builders received the same till the date the amounts and interest thereon is repaid provided that by mutual consent is agreed that the dispute, whether the stipulations specified in section 2 have been satisfied or not will be referred to competent authority who will not as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to the purchasers there shall subject to the prior encumbrances, if any be charge on the said land as well as the construction or building in which the flats are situated or were



S.M.

S.M.

W.M. Mendonca

to be situated. provided that the builders shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, is the completion of building in which the flat is to be situated is delayed on account of

i) non availability of steel, cement and/or other building materials, water or electric supply;

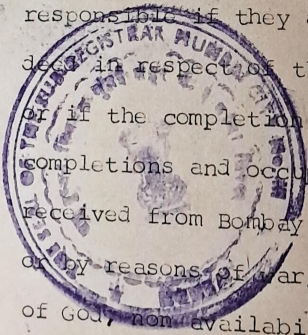
ii) war, civil commotion, strike, lockout or act of God and/or any other natural calamity and other cause beyond the control of the builders.

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iii) any notice, order, rule, notification of the Government and/or other public or competent Authority.

9. The conveyance deed of the said property shall be executed by the owners herein and/or purchaser of the flat/shop shall be made member of the society and/or any other association that may be formed, provided all the amounts due by the purchaser under these presents are fully paid to the builders and owners shall not be

responsible if they are unable to execute lease deed in respect of the said property as aforesaid or if the completion is delayed by reasons of the completions and occupation certificate not being received from Bombay Municipal Corporation or by reasons of war, civil commotion, act of God, non availability of building materials, result of any notice, rule or notification of the Government and/or any other cause beyond the control of the builders/developers It is expressly agreed by the purchaser that



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under no circumstances the Purchaser shall be entitled to claim any damage of whatsoever nature on account of delay or default in giving conveyance of the said property.

10. The Purchaser shall not be entitled to investigate the title of the builders and no requisition or objection shall be raised in any manner whatsoever relating thereto. A certificate of title issued by Advocate, a copy of the said title certificate is annexed hereto and marked as Exhibit 'D'.

11. The fixtures, fittings and amenities to be provided in the building and flats by the builders are those that are set out in Exhibit 'F' hereto.

12. Upon the possession of the said premises being delivered to the purchaser, he/she shall be entitled to use and occupy the said premises and he/she shall have no claim against the builders in respect of any item of work in the said premises which may be alleged not to have been started out or completed. The only liability of the builders shall be the statutory liability under section (2) of the Maharashtra Ownership of flats act.

13. The Purchaser shall take possession of the flat within 7 days of the builders giving written notice to the purchaser intimating that the said flats/premises are ready for the use and occupation.

14. The commencing a week after notice in writing is given by the builders/developers to purchaser that the said flat/premises is ready for use and occupation, the purchaser shall be liable to bear

and pay the proportionate share (i.e. in proportion

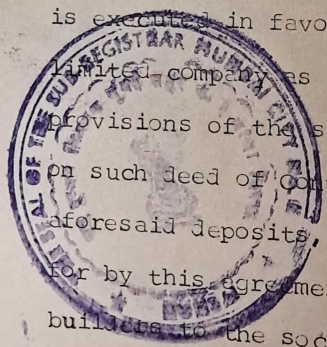
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to the floor area of the flat) of outgoing in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authorities and/or government, water charges, insurances common lights repairs and salaries to clerks, bill collections, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building until the society/limited company is formed and the said land and buildings transferred to its the purchaser shall sell to the builders and/or the owners such proportionate share of outgoing as may be determined. The Purchaser further agree that till the purchaser's share is so determined the purchaser shall pay to the builders provision 1 monthly contribution of Rs. /- per month towards the out-

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goings. The amounts so paid by the purchaser to the builders until the deed of conveyance is executed in favour of the society of the limited company as aforesaid. Subject to the provisions of the section 6 of the said Act, on such deed of conveyance being executed, the aforesaid deposits, cess, deduction provided for by this agreement shall be paid over by the builders to the society or limited company as the case may be. The purchaser undertakes to pay such provisional monthly contribution and such proportionate share of the outgoing regularly on the 5th day of each and every month



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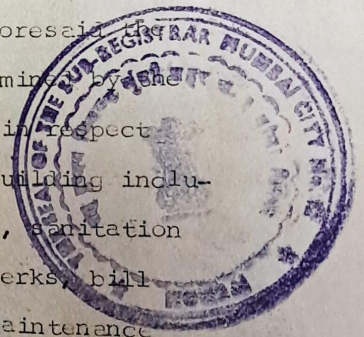
any reason whatsoever. If within a period of one year from the date of handing over the flat to the flat purchaser the flat purchaser brings to the notice of the builders any defect in the flat or the material used therein or any unauthorised change in the construction of the building then whenever possible such defect or unauthorised changes shall be rectified by the builders/developers at his own cost, and in case it is not possible to rectify such defects or unauthorised changes

then the purchaser shall be entitled to receive from the builders reasonable compensation for such defect or change.

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19. The Purchaser agree and shall be liable to pay from the date of receipt of the completion and/or occupation certificate as aforesaid the proportionate share as may be determined by the builders towards all the outgoings in respect of the said property and the said building including insurance taxes, common lights, sanitation and alterations, salaries of the clerks, bill collections and incidental to the maintenance and up keep of the said societys property and the said building.



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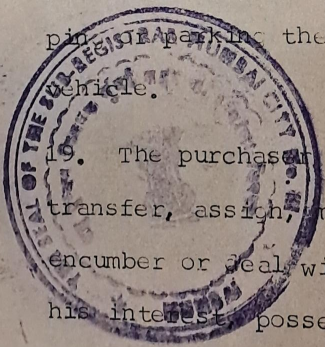
16. The Purchaser shall maintain at his/her own costs the flat/shop/garage agreed to be acquired by him/her in the same good tenantable condition and state and order in which it is delivered to him/her and shall not do any cause to be done anything in or the said building premises, staircase and common passage, which may be against the rules and shall abide by all the bye laws, rules and regulations of the

Government, Bombay Municipal Corporation MSRB and all other authorities and local bodies and shall attend to or answer and shall be reasonable for the compliance with the same.

17. If the building or any part thereof gets demolished and/or damaged on account of any act of God, such as enemy, war or other caused beyond the control of the builders such losses incurred the structures will be fully sustained by the purchaser along with the other purchasers and the builders shall not responsible for such losses. The purchaser shall have to make good the loss so sustained.

18. The flat purchaser shall use the flats/shops or any part thereof or permit the same to be used only for the purpose of residence ~~office/show room/shop~~ godown for carrying on any business, he/she shall use the garage or parking space only for the purpose of keeping ~~in~~ parking the flat purchaser's own vehicle.

19. The purchaser shall not let, sell, transfer, assign, mortgage, change in any way encumber or deal with dispose off or part with his interest possession or benefit of this agreement in the said premises or assign sublet or part with his interest under the benefit of this agreement or any part hereof until all the dues payable by him to the



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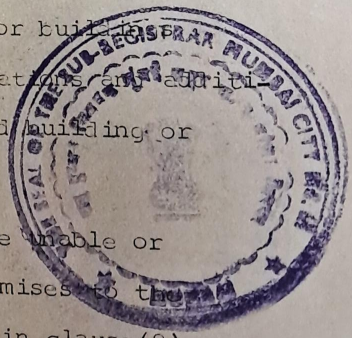
builders/developers under this agreement are fully paid up and only if the purchaser is not guilty of breach of the non observance of any of the terms and conditions of this agreement and until the purchaser obtains prior written comment from the builders.

in the event of any such permitted transfer or assignment the Purchaser shall pay to the builders and/or the said Co operative Housing society a transfer fee before the builders grants any such permission. Even after the formation of the society and transfer of the property to the society the bye laws of the society shall provide that no member shall transfer, let out or encumber his/her flat/shop or garage or give it on lease and licence basis or part with the possession of the same without the previous consent in writing of the society.

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20. The purchaser shall not be entitled to pay rebate and/or concession in the price of his/her flat, shop, garage, godown on account of the construction of the additional floors on the said building or buildings and/or on account of the changes, alterations and additions made in the plans and/or to the said building or buildings.



21. If for any reason the builders are unable or fail to give possession of the said premises to the flat holders within the date specified in clause (9) above, or within any further date or dates as may be mutually agreed by and between the parties hereto, then and in such case, the flat holder shall be entitled to give notice to the builders terminating the agreement to the flat holder the aforesaid amount of deposit and the further amount, if any, that may have been

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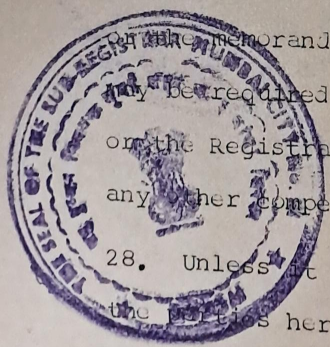
on the basis of the rateable value of such garage/car parking spaces fixed by the Bombay Municipal Corpn. in respect thereof,

27. The Purchaser alongwith the other purchaser of the flats in the building shall join in forming and registering the society or a limited company to be known as..

(proposed) and for this purpose also from time to time sign and execute the application for registration membership and other papers and documents necessary for the formation of the registration of the society limited company and for becoming member, including the bye laws of the proposed society and duly filled in signed and returned to the owners within 7 days of the same being forwarded by the owners of the flat purchasers so as to enable the owners to register the organisation of the flat purchasers under section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, management and transfer) Rules 1964 No objection shall be taken by the purchaser if any changes or modification are made in the draft bye laws

of the memorandum and/or articles of association as may be required by the Registrar of Co operative Societies or the Registrar of Companies, as the case may be or any other competent authority.

28. Unless it is otherwise agreed to by and between the parties hereto the owners shall, within four months of the registration of the society or limited company, as aforesaid causes to be transferred to the society or limited company all the right and title and interest of the original owner and/or the owners the said land together with the building/s by obtaining or executing the necessary deed of conveyance of the said land or



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to the extent as may be permitted by the authorities and the said building in favour such society or limited company, as the case may be such deed of conveyance shall be in keeping with the terms and provisions of the agreement.

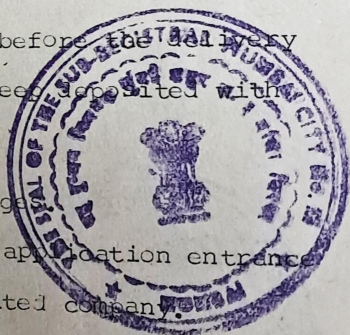
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29. The Purchaser hereby agrees and undertakes to be a member of the co operative Housing Society to be formed in the manner herein appearing and also agree from time to time to sign and execute the application for registration and all other papers and documents necessary for the formation and registration of the society including the bye laws of the proposed society and duly filled in, signed and return within 7 days (seven days) of the same being forwarded by the owners to the purchaser/s if changes or modifications are made in co operative societies or other competent authority.

30. The flat purchaser shall on or before the delivery of possession of the said premises keep deposited with the builder the following amounts:

- i) Rs. 1,000/- for legal charges
- ii) Rs. 261/- for share money, application entrance fee of the society or limited company
- iii) Rs. 1,000/- for proportionate share of incidental expenses, outgoings and other charges.

The Builders/Developers in consultation with the owners shall utilise the sum of Rs. 1000/- paid by the flat purchaser to the builders/developers as stated above in sub clause (i) and (iii) for meeting all the legal costs, charges and expenses including professional costs of the attorney at Law/Advocates of the builders in connection with the formation of the said society or as the case may be the limited company.



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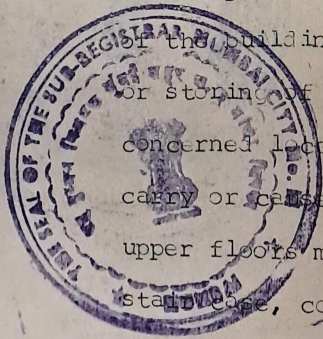
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preparing its rules, regulations and bye laws and the cost of preparing the engrossing this agreement and the conveyance.

31. That flat purchasers himself/themselves with intention to bring all persons in whatsoever hands the flat may come, both hereby covenant with the builders developers as follows:-

a) to maintain the flat at flat purchaser's own cost in a good and tenantable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the flat is situated, staircase or any other authority or change/alter or make additions in or to the building in which the flat is situated and the flat itself or any part thereof.

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b) not to store in the flat any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure



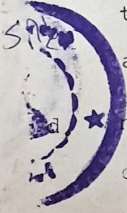
of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors may damage or likely to damage the staircase, common passage or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated, including entrances of the building in which the flat is situated or flat on account of negligence or default of the flat purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

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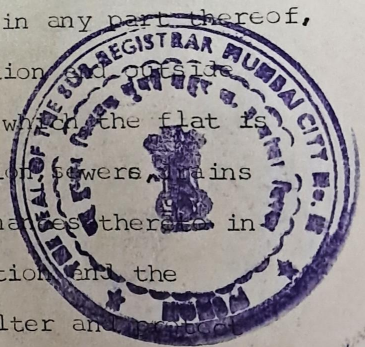
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c. to carry at his own costs, all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the builder to the flat purchaser and shall not do or cause to be done anything in or to the building in which the flat is situated or the flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the flat purchaser committing any act in contravention of the above provision, the flat purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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not to demolish or cause to be demolished the flat or any part thereof, not at any time make or cause to be made any additions, or alterations of whatsoever nature in or to the flat or in any part thereof, nor any alterations in the elevation or colour scheme of the building in which the flat is situated and shall keep the portion sewers, drains & pipes in the flat and appurtenances thereof in good tenable repair and condition and the particular, so as to support shelter and the other parts of the building in which the flat is situated and shall not damage or in any manner damage the columns, beams, walls, slabs or RCC parris or other structural members in the flt without the prior written permission of the owner or the society or the limited company.



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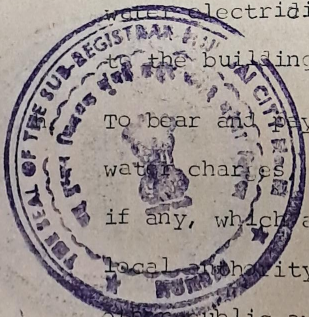
e. Not to do or permit to be done any Act of thing which any render void or voidable any insurance of the said land and building in which the flat is situated or any part thereof or whereby any increased premium shall be come payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said lands and the building in which the flat is situated.

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g. Pay to the Builder within 7 days of demand by the owner, his share of security demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the flat is situated.

To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the flat purchasers, viz. user for any purpose other than for residential purpose.



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i. The flat purchaser shall not let, sub-let, transfer, assign or part with flat purchaser interest or benefit under this Agreement or part with the possession of the flat until all the dues payable by the flat purchaser to the Builder under this Agreement are fully paid up and only if the flat purchaser had not been guilty of breach of or non conservice of any of the terms and conditions of this agreement

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and the flat purchaser has intimated in writing to the builders/developers.

j. The flat purchaser shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Bldg. rules, regulations & bye-laws for the time being of the governed local authority and of Govt. other public bodies. The flat purchasers shall also observe and perform all the stipulations and conditions laid down by the society/ltl. company regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement.

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k. Till conveyance Deed of the building in which the flat is situated is executed, the flat purchaser shall permit the builders and their conveyors and agents with or without workmen and others, at all reasonable times, to enter into & upon the said land and building or any part thereof to view and examine the state and condition thereof.



33. The owners shall maintain separate account in respect of sums received by the builders/developers from the flat purchaser as advance or deposit, sums

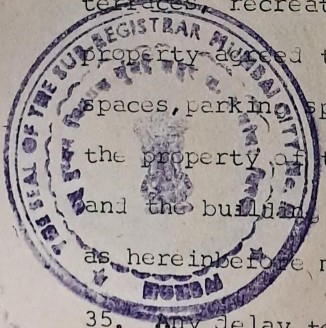
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received on account of the share capital for the PRO-
MOTION of the co-op. society or a company or towards
the outgoings, legal charges and shall utilise the
amounts only for the purpose for which they have
received.

34. Nothing contained in this agreement is en-
tended to be nor shall be construed as a grant de-
mise or assignment, in law or confer upon the pur-
chaser/s right, title or interest or any kind what-
soever or any part thereof. Such conforment of
rights or title shall take place only upon the
executions of the conveyance in favour of co-opera-
tive society or limited company to be formed of
the purchasers or different flats etc. in the
said building herein stated. The flat purchaser
shall have no claim save and except in respect of
the flat thereby agreed to be sold to him and all
open spaces, parking spaces, lobbies, staircase,
terraces, recreation spaces, etc. will remain the
property of the society to be sold to him and all open
spaces, parking spaces, lobbies, staircases, etc.
the property of the builders until the said land
and the building to the society limited company
as hereinafter mentioned.

35. Any delay tolerated or indulgence shown
by the firebearance or giving of the time to the
flat purchasers by the builders shall not be con-
strued as a waiver on the part of the builders of
any breach or non compliance of any of the terms
and conditions of this agreement by the flat purchase-
rs nor shall the same in any manner prejudice the
right of the builders.



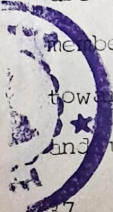
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36. The Purchaser hereby agrees to observe and performs all the rules and regulations which the said society or a limited company or incorporated body may adopt at its inception and/or from time to time for the purpose of protection and maintenance of the interest of its members and for observing and confirming the builders in force and for fully and properly vesting the said property in the said society or a limited company or incorporated body as the case may be and for observing the various stipulations and conditions laid down the said society or a limited company or incorporated body respecting the use and occupation of a particular premises particular members and to contribute regularly and dutifully towards the expenses to be incurred for maintenance and upkeep the charges.



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37. The Purchaser agrees and binds himself/herself to pay regularly in accordance with the terms and conditions set out hereof the builders/developers until the Deed of Conveyance of the said property is executed in favour of the Body, corporate as aforesaid and thereafter to the aforesaid corporate body or as such the case may be portion at care that may before (1) Insurance premium (b) All Municipal and other taxes that may from time to time be levied and water charges and (c) outgoings for the maintenance and management of the building common lights and outgoings and collection charges of the watchman, sweepers incurred in connection with the said property or deposits with the Maharashtra State Electricity Board and Municipality.

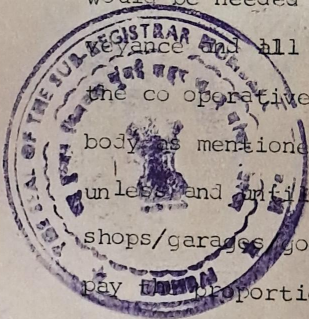
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38. The purchaser shall also deposit such other sums as deposit with the builders as may be called upon by the builders. The deposits shall not carry interest and will remain the builders until the Deed of Conveyance is executed in favour of the corporate body as aforesaid as the case may be after deducting herefrom the actual expenses incurred account whereof shall be submitted by the builders to the corporate body.

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39. In addition to the aforesaid payment, the purchaser shall deposit with the builders within 7 days from the date of demand made in that behalf the proportionate amount of stamp duty and registration charges, if any, that would be needed for execution of Deed of Conveyance and all other documents in favour of the co operative housing society or a corporate body as mentioned herein. It is agreed that unless and until the purchasers of various flats/shops/garages godown in the said building/s pay the proportionate amount of stamp duty and registration charges if any the builders shall not be obliged to execute or cause to be executed the final deed of conveyance and all other documents in favour of the co operative housing society or body corporate as mentioned herein.



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40. The purchaser/s hereby convenants to keep the flat/shop/garage walls and partition, wells, sewere drains, pipes and appurtenances,

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thereto in good and tenantable repairs and conditions and in particulars as to support, shelter and protect the different parts of the building other than his/her flat/shops/garages.

41. The purchaser/s shall permit the builder/developers and their surveyors and agents with or without workmen and others at all reasonable with or

time till transfer of the in favour of the society or to enter into and upon the flat/shop/garage or any part thereof for the purpose of repairing maintaining or to

make additions/raise storeys or put up additional structures as may be permitted by Municipal and other competent authorities such additional structures and storeys shall be the sole property of the buildings/developers who shall be entitled to dispose the flat such price and in any manner as they may think fit. The purchasers hereby consents to the sale of the flat.

42. The Builders/developers shall retain a lien and charge on the said premises in respect of any amount due and payable by the purchaser under or in pursuance of this agreement.

43. Under no circumstances, the possession of the flat/shop/garage to be given by the builders to the purchasers unless and until all the payments required to be made under this agreement by the purchasers has/have been made to the builders.



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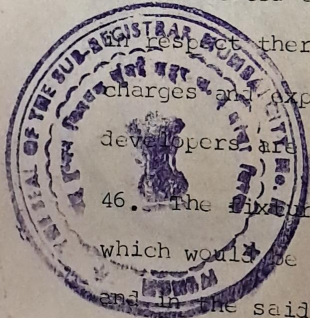
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44. So long as each flat/shop/garage in the building shall not be separately assessed for the Municipal taxes and water taxes, The purchaser shall pay a proportionate share of the municipal taxes and water rates assessed on the whole building, a such proportion to be on the basis of area of each flat and/or garage etc.

45. After delivery of possession of the said flat/shop/garage and until the execution of the conveyance deed as hereinafter provided, the purchase shall observe and perform all the terms and conditions contained in this agreement and shall indemnify the builders/ developers against all claims, demands, actions and proceedings, which may be taken or instituted against the builders/developers

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in respect thereof and shall bear all costs, charges and expenses which the builders/ developers are compelled to make.



46. The fixtures, fittings and amenities which would be provided in the said building and in the said premises and the material to be used in the construction of the said building and the specifications of the said building are those as set out in annexure hereto annexed and the purchaser/s have/has satisfied herself/himself about the design of the said building and the quality of the material to be used therein.

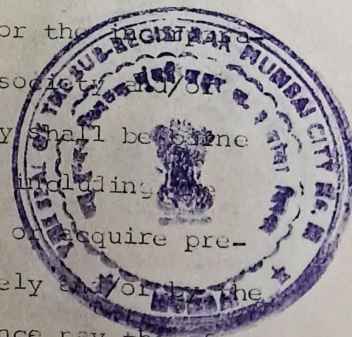
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47. The flat holder hereby covenants that from the date of the possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereof belonging in good tenable repair and condition shall abide by all the rules and regulations of the government, Bombay Municipal Corporation, M.S.E.B. and any other authorities and local authorities/bodies and shall attend to answer and will be responsible for all actions for violation of any such conditions or rules or bye laws.

48. All the documents for the formation of a co-op. Hsg. Society and/or Ltd. Company and/or incorporate by the conveyance deed of the said property and any other documents required to be executed shall be prepared by the Advocates of the owners. The professional costs of the advocate of the owners also all out of pocket expenses including stamp duty registration charges as also the costs, charges, and expenses for the formation and/or registration of such co op. society limited company and/or incorporated body shall be borne and paid by all the parties and persons including purchasers who may have agreed to take or acquire premises in the said building proportionately and/or by the society. The owners in the first instance pay the aforesaid costs, charges and expenses out of the amount already deposited by the purchasers in terms of clause above and in the event of such costs, charges and expenses being in excess of the deposit so received by the owners the purchaser/s shall forthwith on demand being made by the owners in that behalf pay the proportionate excess.

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The Purchaser/s shall also pay the deposit to be made with the M.S.E.B. for electric meter to be installed in the premises.

49. In the event of the society being formed and registered before the sale and disposal by the builders/developers of the flats/shops/garages in the said building the power and authority of the society or limited company so formed or of the purchaser/s of the flat/shop/garage company so formed or of the purchaser/s of the flat/shop/garage shall be subject to the overall or any

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of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the builders/developers shall have absolute and full control as regarding the unsold flats/shops/garage/ car parking space/s and the disposal thereof and after the execution of



50. As soon as the building is notified by the builders/developers as completed and ready for use and occupation each of the holders of flat/shop/garage including the purchaser/s herein shall pay the entire respective arrears of purchaser price or otherwise payable by her/him in respect of his/her their tenant within 7 days of the receipt of such notice, time is the essence of

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the contract in this regard served individually or put at some prominent place in the said building. If any of the flat/garage shop holder fails to pay the arrears as aforesaid, the builders shall be entitled forthwith to terminate these presents and to forfeit all such money paid by the purchasers to the builders/developers till then. On such termination the purchasers right under this agreement and to the said flat/shop/garage shall stand forfeited and the builder/developer shall be entitled to sell the flat/shop/garage to such person or such terms and conditions as the builders may deem fit, proper and the purchasers shall have no objection for the same nor shall he/she have any claim whatsoever to the price realised on such sale.

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51. Provided does not in any way affect or prejudice the right of the flat holder in respect of the said premises, the builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and in the land and/or the building to be constructed thereon.



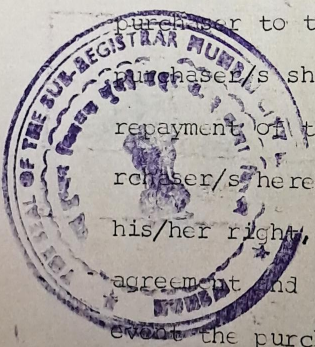
52. All notices to be served on flat purchasers as contemplated by this agreement shall be deemed to have been duly served if sent to the flat purchaser, by registered post A.D. Under Certificate of posting at his/her address specified below:-

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53. If the purchaser neglects, omits or fails for any reason whatsoever to pay the builders any of the amount due and payable by the purchaser/s under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time herein specified or if the purchaser shall in any other way fails to perform or observe any of the covenants and conditions on his/her/their part herein contained or referred to the builders, be entitled to terminate this agreement and to reenter upon and regain possession of the said flat/garage/shop and every thing whatsoever their in and in this agreement shall cease and stand terminated and the earnest money paid by the

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purchaser to the builders/developers and the purchaser/s shall have no claim for refund or repayment of the said earnest money and the purchaser/s hereby agrees to forfeiture of all his/her right, title and interest under this agreement and in the said flat/garage in such event the purchaser/s shall also be liable to immediate ejection as trespasser but right given by the clause to the builders/developers shall be without prejudice to any of their right remedies and claim whatsoever at law of under this agreement of the builders/developers against the purchaser/s.

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54. In case any security deposit is demanded by the Bombay Municipal Corporation for the purposes of giving water connection to the said building for giving the occupation and completion

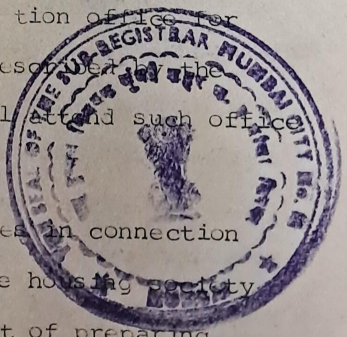
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certificate or otherwise, such deposit shall be payable by all the holders of flats/shops/garage commercial and/or office premises and/or other premises in the building in proportion to the respective area of the respective premises. The purchaser/s agrees to pay to the builder within 7 days of demand, time being the essence of the contract, such proportionate share of the purchaser of such deposit.

55. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace flats are intended for their exclusive use. The said terrace shall not be enclosed by the flat purchasers till permission in writing is obtained from the concerned local authority and the builders/developers and/or owners or society or as the case may be.

0024 - 3	
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2006	

56. The flat purchasers shall present this agreement as well as the conveyance at his cost to the proper registration office for registration within the time limit prescribed by the Registration office for registration within the time limit prescribed by the Registration Act and the Builders will attend such office and execution thereof.



57. All costs and charges and expenses in connection with the formation of the co operative housing society or limited company as well as the cost of preparing, engrossing, stamping, registering all the agreements including present agreement, conveyance transfer deeds or any other documents/required to be executed by the builders/developers of the purchasers or the society as well as the entire professional cost of the advocates

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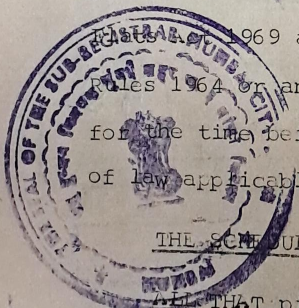


of the builders/developers of or preparing and approving all such documents shall be borne by the or limited company or proportionately by all the purchasers of the flat/shop/garage on the building. The owners builders shall not be liable to contribute anything towards such costs, charges, and expenses payable by the purchaser/s and if shall be paid by him/her immediately on demand.

Srk

58. The Builders/developers declare that in pursuance of the hereinbefore recited agreement, the builders/ developers have full and absolute authority to sell, transfer and/or dispose of the said plot to the flat purchasers and that the owners do hereby agree and confirm the same.

59. The agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1969 and the Maharashtra Ownership Flats Rules 1964 or any amendment or reenactment thereof for the time being in force of any other provisions of law applicable thereto.



THE SCHEME ABOVE REFERRED TO:

Atmewtry

THAT piece and parcel of land together with structure standing thereon situate at Bhavani Shankar Road, containing by admeasurement 449 square yards equivalent to 375.42 square meters or thereabouts bearing final plot no.502, Town Planning Scheme, Bombay-City IV (Mahim Area) (First Variation) (Final Municipal G/North Ward, Bhawani Shankar Road, Dadar Bombay 400028 in the Registration Sub-district and District of Bombay in the Registration Sub-District and District of Bombay City and Bombay Suburban and bounded as follows: that is to say:

002L	7/8
2006	

On or towards the North : by proposed 40' wide road;
 On or towards the South : by final plot nos. 513, 514 (Pt)
 On or towards the East : by proposed 40' wide road; &
 On or towards the West : by final plot No. 501.

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

SIGNED SEALED AND DELIVERED by
 the withinnamed of the First
 Part. *Bhavani Constructions*

S. P. Karmarkar
BHAVANI CONSTRUCTIONS
 "SHEETALA DARSHAN"
 FLAT NO. 41/42, 4TH FLOOR
 PLOT NO. 375,
 LADY JAMSHEDJI ROAD,
 MAHIM, BOMBAY-400 016.

SIGNED SEALED AND DELIVERED by
 the withinnamed of the *S. P. Karmarkar*
 Second Part *CA. to D. B. Mehta*
Secy.

S. P. Karmarkar

SIGNED SEALED AND DELIVERED by
 the withinnamed of the
 Third Part *Vimalchand Rajmal*
Mehta.

H. R. Mehtey

375 - 3	
6022	<i>[Signature]</i>
2006	



MARKAND GANDHI & CO.

ADVOCATES, SOLICITORS & NOTARY

2nd FLOOR, BHAGYODAYA
79, MEADOWS STREET,
NAGINDAS MASTER ROAD,
FORT, BOMBAY - 400 023.

TELEPHONE : 27 32 65

19

Ref. No. MG/

/19

DUPLICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have taken searches and have investigated title of one Smt. Kasturbai G. Mhatre to the property described in the Schedule hereinbelow.

In our opinion the title of the said Smt. Kasturbai G. Mhatre to the undermentioned property is free from encumbrances, and is marketable.

By consent decree passed by the High Court of Bombay in Suit No. 1436 of 1981 on 14th December 1981 the said property stands in the name of one Dhirendra B. Mhatre and another as stated therein.

One N. L. Patel and others have made declaration on 3rd June 1988 stating that they have not dealt with the undermentioned property & their title to the undermentioned property is free from encumbrances and is marketable. A copy thereof is enclosed herewith.



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THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land together with structure standing thereon and situate at Bhawani Shankar Road, containing by admeasurement

440 Square Yards equivalent to 375.42 sq.mtrs. of
thereabouts and bearing Final Plot No.502 of Town
Planning Scheme Bombay City IV (Mahim Area) (First
Variation) (Final), Municipal G/North Ward, Sheward
Shankar Road, Dadar, Bombay 400 028 in the
Registration Sub-District and District of Bombay
City and Bombay Suburban.

Dated this 3rd day of June 1938.

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Yours truly
for Markand Gandhi


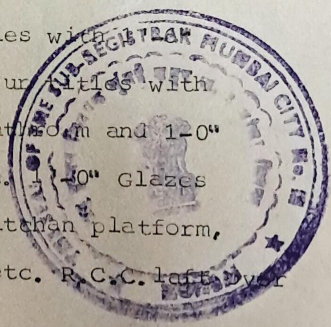

Advocates & Solicit



EXHIBIT 'C'

SPECIFICATION AND AMENITIES

1. The building to be of R.C.C. framed structures with 5" THICK cement concrete blocks or 9" thick masonry external wall and 3" thick cement blocks or 4" thick brick masonry partition wall.
2. Smooth finished Niru plaster to inside walls and ceiling and outside sand face plaster.
3. All doors and windows with C.P. teakwood frame with panel of commercial ply shutter of doors and Glazed shutters for windows. Main door shutter with front side Veneer and French polishing with Brass Aldrop, Fancy Handle, Night Latch, PEEF hole, Electric Bell, Safety chain, Nos. plate etc.
4. Flooring of 10" x 10" Gray m.m. tiles in living, kitchen, bedroom, balcony, passage etc. with gray m.m. skirting, flooring of white glazed tiles with dado in W.C. flooring of polished Tendu tiles with 3'-0" dado or white Glazed tiles in Bathroom and 1'-0" Glazed tiles dado on kitchen platform. 1'-0" Glazed tiles on wash basin. Black kedappa kitchen platform, with sink, panyara stone and selve etc. R.C.C. luff over bathroom only.
5. R.C.C. underground water storage tank with pumproom etc. and R.C.C. overhead water storage tank with proper distribution of water as per K.M.C. rules and regulations.
6. One geyser and one shower in each bathroom, One wash basin of size 10" x 12".
7. Alluminium wiring, light pt. with sunmica board
 - a) living room 1 light pt., 1 fan pt., 1 plug pt.,
 - (b) kitchen 1 light pt., 1 fan pt., 1 plug pt.
 - (c) Bedroom 1 light pt., 1 plug pt.
 - (d) Balcony, passage, W.C. & Bath, 1 light pt. in each
 - (e) Domestic light pt. in kitchen bath,
 - living room (f) bell



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pt. 1 light pt.

8. 3'-0" wide plinth protection surrounding building with corner light, approach road, compound walls, compound gate, dustbin and attractive flower plants, attractive garden for children.

9. The flooring of W.C. Bath, sink and terrace will be with water proofing treatment.

10. Precast gray cement mosaic steps for staircase.

11. External wall to be painted with cement paint, in two coats and internal white wash paint on niru finish plaster in 3 coat, and 2 coats of oil painting to doors-windows with one coat of primer.

बंद - ३	
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२००८	

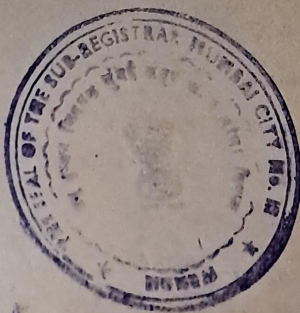


EXHIBIT 'D'

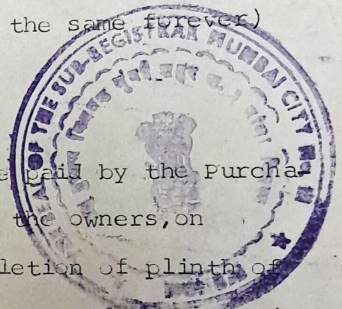
दस्तावेज - 3 40	
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1) 13% of the Purchase price :
 Rs. 50,000/- (Rupee Fifty
 thousand only)
 _____ (only)

as and by way of earnest
 having been paid by the
 Purchaser to the owner
 on or before the execution
 of these presents (the
 payment & receipt whereof
 the owner doth hereby
 admit and acknowledge
 and acquit, release and
 discharge the Purchaser
 and the said premises
 from the same forever)

2) 10% of the purchase price :
 Rs. _____ (Rupees
 _____)

to be paid by the Purcha
 sers the owners, on
 completion of plinth of
 the proposed construction
 and/or bldg. to be cons-
 tructed by the owner in
 which the premises/tenement
 hereby agreed to be allotted
 to the Purchaser are located.



3) 25% of the Purchaser price
 Rs. _____ (Rupees _____)

to be paid by the Purchaser
 owners, on completion of each
 saab proportionately ALL
 TOGETHER FIVE slabs.

4) 10% of the Purchaser price
 Rs. _____ (Rupees
 _____)

to paid by the Purchaser to
 owners, on completion of the
 walls.

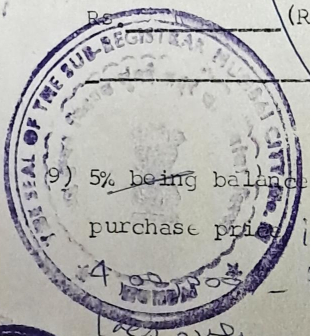
5) 10% of the purchase price
Rs. _____ (Rupees _____)

6) 10% of the purchase price
Rs. _____ (Rupees _____)

7) 8% of the purchase price
Rs. _____ (Rupees _____)

8) 7% of the purchase price
Rs. _____ (Rupees _____)

9) 5% being balance of the purchase price i.e. 4,00,000/- Four Lacs only



to paid by the Purchaser to owner on installation of door and windows.

to paid by the Purchaser to the owner on completion of the flooring.

to be paid by the Purchaser to the owner on completion of the plaster of the bldg. (internal as well as external).

to be paid by the Purchaser to the owner on the completion of sanitary work all other types of fittings and plumbing

to be paid by the Purchaser to the owner at the time of owners handing over of the possession of the flat/tenaments hereby agreed to be allotted to the purchaser.

Recd Rs Two lacs by cheques 572923 dated 23/6/92 Drawn on State Bank of Hyderabad Sada Brahma

Received Rupees two lacs by cheques 572924 dated 25/6/92 Drawn on State Bank of Hyderabad Sada Brahma

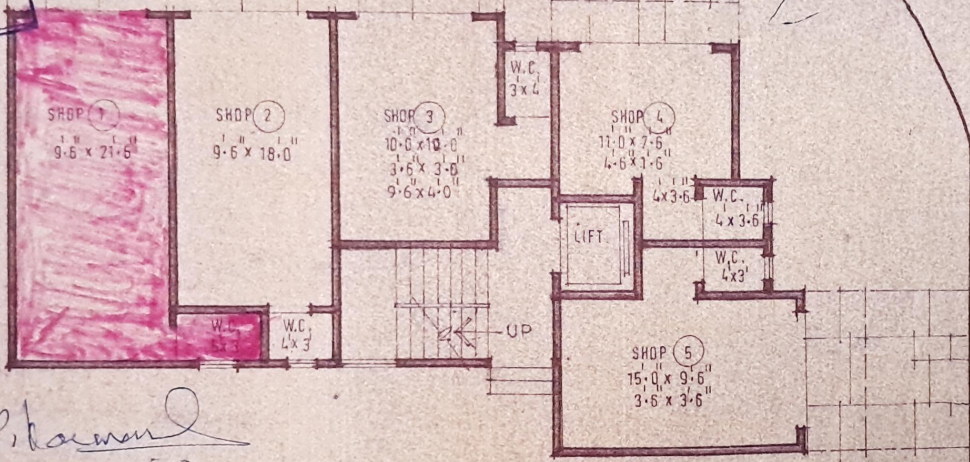
वंबई - ३ ५१
००२५
२००८

Sada Brahma
for Bhawani Construction

← PROF. V.S. AGASHE ROAD →

बंबई - ३ ५२
 ७०२४ / ~~५२~~
 २००८

बंबई - ३
 २००८



S. P. Kulkarni
 BHAVANI CONSTRUCTIONS



H.R. Mendy

GROUND FLOOR PLAN.

NOTES

- DRGS. NOT TO BE SCALED. WRITTEN DIMENSIONS SHOULD BE REFERED.
- THIS PRELIMINARY DRG IS SUBJECT TO VARIATIONS AT FINAL STAGE.
- THIS DRG TO BE REFERED FOR GEN LAYOUT & NOT FOR ANY SPECIFIC BLOG DETAIL.
- PLAN SUBJECT TO AMMENDMENT WITHOUT CHANGE IN AREAS.

बंबई - ३ ५२
 ७०२४ / ~~५२~~
 २००८

PROJECT PROPOSED RESI BLDG ON PLOT BEARING FINAL PLOT NO 502 ON PROF V S AGASHE ROAD MAHIM DIVISION V

CLIENT AWANI CONSTRUCTIONS

CONSULTING ENG

CONTRACTOR

NORTH LINE	JOB NO	DRG NO	SCALE	DATE
↖	55/BP		1" = 8'	24-5-90

DRAWN BY RMB

A. J. NABAR AND ASSOCIATES
 ARCHITECTS • INTERIOR DESIGNERS

100, KARISHMA, MAHANT ROAD EXTN., VILE PARLE (EAST), BOMBAY - 400 067

Rajanigandha Co-Op. Housing Society Ltd.

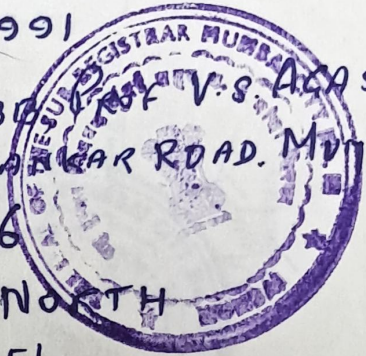
Plot No. 83B, Prof. V. S. Agashe Path, Off Bhawani Shankar Road, Dadar (West), Mumbai - 400 028.

REG. NO. - MUM / W / G-N / HSG / TC / 8173 / 2000

दिनांक - 31	8	2008
To WHOM SO EVER IT MAY CONCERN		
VIMAL RAJMAL MEHTA, IS		

IS TO STATE THAT MR. VIMAL RAJMAL MEHTA, IS
SHOP OWNER - SHOP NO 001 - IN OUR SOCIETY
THE PARTICULARS OF THE SHOP IS AS UNDER,

- SHOP NO - 001 ON GROUND FLOOR.
- AREA OF THE SHOP - 228 SQFT - BUILT UP
- YEAR OF CONSTRUCTION - 1991
- ADDRESS - PLOT NO 502/530 OFF BHAWANI SHANKAR ROAD, MUMBAI 40002
- NO of FLOORS - GROUND + 6
- MUNICIPAL WARD NO - 'G' NORTH
- DIVISION - LOWER PAREL
- C.S. NO - 1393 (PT) OF (LOWER PAREL) DIVISION
- AMENITIES - ONE LIFT



THIS INFORMATION AND PARTICULARS OF ABOVE

MENTIONED SHOP IS AS PER OUR SOCIETY RECORD.
THIS CERTIFICATE CAN BE GIVEN TO THE STAMP
AUTHORITIES FOR REGISTERING HIS DOCUMENTS

HIS FAVOUR
THANKING YOU



YOUR FAITHFULLY

For RAJANIGANDHA CO-OP. HOUSING SOCIETY LTD.

P. P. N. Wadhwa

Secretary / Treasurer

SHARE CERTIFICATE

Certificate No. 1

Authorised Share Capital Rs. 10,000/- Divided into 200 Shares of Rs. 50/- each

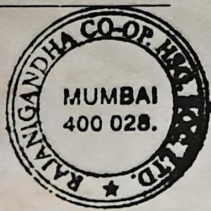
Member's Registered Folio No. 1.

This is to Certify that Shri/ Smt./ M/s. Vimatchand Rajmal Nekta

of MUMBAI is the Registered Holder of (FIVE.) Shares from No. 1
to 5 of Rs. 50/- (Fifty only.)

in THE **RAJANIGANDHA** CO-OPERATIVE HOUSING SOCIETY LTD.
Dadar, MUMBAI-28. subject to the By-laws of the said Society and
that upon each of such shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at MUMBAI this Fifth. day
of March 2001.

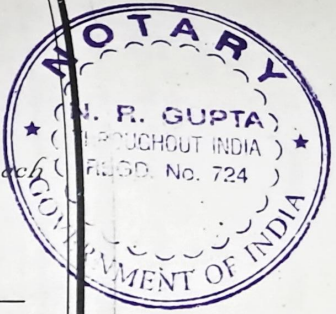


[Signature]
Chairman



[Signature]
Hon. Secretary

[Signature]
Hon. Treasurer
or M. C. Member
P.T.O.



CERTIFIED TRUE COPY
ATTESTED BY ME

[Signature]
11/9/08
N. R. GUPTA
NOTARY
(GOVT. OF INDIA)

10024	बंद - 3
2000	55

Memorandum of the transfers of the within mentioned Shares

Sr. No. of Transfer	Date of General Body/ Managing Committee Meeting at which transfer was approved	To Whom Transferred	Sr. No. in the Share Registered at which the transfer of shares held by the transferor are registered	Sr. no. in the Share Register at which the name of the Transferee is recorded
1	2	3	4	5
1	Chairman	Hon. Secretary		Committee Member
2	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member
6	Chairman	Hon. Secretary		Committee Member
7	Chairman	Hon. Secretary		Committee Member
8	Chairman	Hon. Secretary		Committee Member

CERTIFIED TRUE COPY

बृहन्मुंबई महानगरपालिका

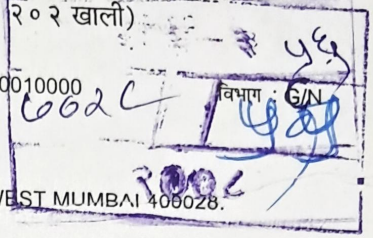
मालमत्ता कराच्या मागणीची नोटीस (कलम २०२ खाली)

00289957

लेखा क्रमांक : GN0101450010000

SECY.RAJANIGANDHA CO.OP.HSG

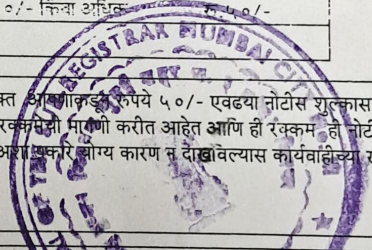
SOC.LTD. 22ND FLOOR, AGASHE PATH DADAR WEST MUMBAI 400028.



देयक क्रमांक	200810BIL03891150	नोटीस शुल्क (रुपये)
कालखंड	01-04-08 to 30-09-08 (200810)	50
मालमत्ता करवर्ष	2008-2009	
देयक रक्कम	Rs. 182295.00 + 50 = 182345/-	
देय दिनांक	15-07-2008	

दिनांक १.४.१९९६ पासून नोटीस शुल्क रक्कमेमध्ये खालीलप्रमाणे सुधारणा करण्यात आलेली आहे. देयकाची देणे रक्कम

रु.९९/- पर्यंत	रु.१०/-	रु.३००/- ते रु.३९९/-	रु.४०/-
रु.३००/- ते रु.१९९९/-	रु.२०/-	रु.४००/- किंवा अधिक	रु.५०/-
रु.२००/- ते रु.२९९९/-	रु.३०/-		



नोटीस म्हणून या अन्वये असे कळविण्यात येते की, बृहन्मुंबई महानगरपालिका आयुक्त (आयुक्त) रुपये ५०/- एवढ्या नोटीस शुल्कासह महापालिका नगरपालिका शिक्षण उपकरापोटी आपल्याकडून येणे असलेल्या (देयकात दाखविलेल्या) रक्कमेची मागणी करित आहेत आणि ही रक्कम ही नोटीस दिनांक १५ दिवसांत न भरल्यास किंवा न भरण्यासाठी आयुक्तांचे समाधान होईल अशा प्रकारे लागू कारण न दाखविल्यास कार्यवाहीच्या खर्चासकट ही नोटीस कराच्यासाठी अटकावणी वा जप्तीचे अधिपत्र काढण्यात येईल.

महाराष्ट्र अधिनियम क्र. २ सन २००१ अन्वये महानगरपालिका अधिनियम कलम २०७(अ) मध्ये करण्यात आलेल्या सुधारणेनुसार मालमत्ता देणे न केल्यामुळे लावण्यात आलेला दंड त्या वर्षाच्या अखेरीस मालमत्ता कराच्या भरण्याबाबत नोटीस तो भरणा होईल असे मालमत्ता कराच्या भरणासाठी लावण्यात आलेल्या दंडाच्या दराने प्रतिवर्ष आपोआप लागू होईल. तसेच अधिनियम क्र. २ सन २००१ (१) अन्वये मागील थकबाकीचा नोटीस आपोआप देयकाच्या थकीत मालमत्ता कराच्या रकमेवर २० टक्के इतका दंड महसुली कालावधी लागू होईल.

नोटीस बजावल्यापासून तीन महिन्यांत अधिदान न केल्यास येणे असलेल्या महानगरपालिका कराच्या प्रतिवर्षी २० टक्के पर्यंत दंडाची तरतूद नोटीस अधिनियम कलम २०७(अ) मध्ये आहे. महाराष्ट्र शिक्षण (उपकर) अधिनियम १९६२ च्या कलम १०(१) अन्वये मागणीच्या नोटीसीत नोटीस बजावल्यास येणे असलेल्या राज्यशिक्षण उपकराच्या १/१० पेक्षा जास्त नाही इतक्या रकमेच्या दंडाची तरतूद केलेली आहे.



CERTIFIED TRUE COPY
ATTESTED BY ME

N. R. GUPTA
NOTARY
GOVT. OF INDIA

11/10/08

भि. सं. उंबरजे
करनिर्धारक व संकलक

Memorandum of the transfers of the within mentioned Shares

319/66

पावती

Original/Duplicate

Monday, January 17, 2022

11:33 AM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 1078 दिनांक: 17/01/2022

गावाचे नाव: Loxar Parel

फाईलिंगचा अनुक्रमांक: BOM2-66-2022

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposite of title Deed

सादर करणाऱ्याचे नाव: VIMALCHAND RAJMAL MEHTA

Document Handling

रु. 300.00

Filing Fee

रु. 15000.00

एकूण:

रु. 15300.00

सादरकर्ता STATE BANK OF INDIA यांनी यांचेकडून दि. 20/12/2021 रोजी घेतलेल्या रु.4900000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

GRN is MH011555807202122E Defaced vide 0005629481202122 Dated.17/01/2022.

GRN is MH008533217202122S Defaced vide 0005629472202122 Dated.17/01/2022.

GRN is MH008533031202122S Defaced vide 0005629460202122 Dated.17/01/2022.

PRN is 1201202209059 Defaced vide 1201202209059D Dated.17/01/2022.

Joint S.R. Mumbai City 2

सह. दुय्यम निबंधक
मुंबई शहर क्र. २

1/17/2022

19/66

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

Monday, January 17, 2022

11:33 AM

पावती क्र.: 1078 दिनांक: 17/01/2022

गावाचे नाव: Loxar Parel

फाईलिंगचा अनुक्रमांक: BOM2-66-2022

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposit of title Deed

सादर करणाऱ्याचे नाव: VIMALCHAND RAJMAL MEHTA

Document Handling

रु. 300.00

Filing Fee

रु. 15000.00

एकूण:

रु. 15300.00

सादरकर्ता STATE BANK OF INDIA यांनी यांचेकडून दि. 20/12/2021 रोजी घेतलेल्या रु.4900000/-
कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

GRN is MH011555807202122E Defaced vide 0005629481202122 Dated.17/01/2022.

GRN is MH008533217202122S Defaced vide 0005629472202122 Dated.17/01/2022.

GRN is MH008533031202122S Defaced vide 0005629460202122 Dated.17/01/2022.

PRN is 1201202209059 Defaced vide 1201202209059D Dated.17/01/2022.

Joint S.R. Mumbai City 2

19/66

Monday, January 17, 2022

11:33 AM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 1078 दिनांक: 17/01/2022

गावाचे नाव: Loxar Parel

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Joint S.R. Mumbai City 2

सह. दुय्यम निबंधक

मुंबई शहर क्र. २