



सत्यमेव जयते

- : नोंदणीचे प्रमाणपत्र : -

नोंदणी क्रमांक : बीओएम/डब्ल्यूकेडब्ल्यू/एचएराजी/[टीसी V9243Y/
२००४-२००५/रान-२००५

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की,

"नमन को-ऑपरेटिव्ह होसिंग सोसायटी लि.,

प्लॉट नं. १५, सीटीएस नं. ११,

दादाभाई रोड, अधरी [पश्चिम],

मुंबई -४०० ०५८".

ही संस्था महाराष्ट्र राज्य सहकारी संस्थांचे अधिनियम, १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४ (अन्वये व महाराष्ट्र राज्य सहकारी संस्थांचे नियम, १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण



उपरिनिर्दिष्ट अधिनियमाच्या कलम १२(१) अन्वये व महाराष्ट्र

राज्य सहकारी संस्थांचे नियम, १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण "गृहनिर्माण संस्था"

XXXXXX असून उप-वर्गीकरण "भाडेकरू राहभागीदारी संस्था"

आहे.

कार्यालयीन मोहर



सही

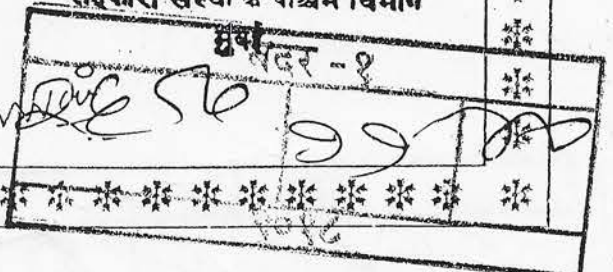
[रुभाष पाटील]

हुद्दा

उपनिर्वाहक
सहकारी संस्था के पश्चिम विभाग

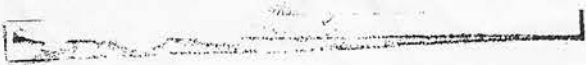
मुंबई :

दिनांक : २५/०४/२००५

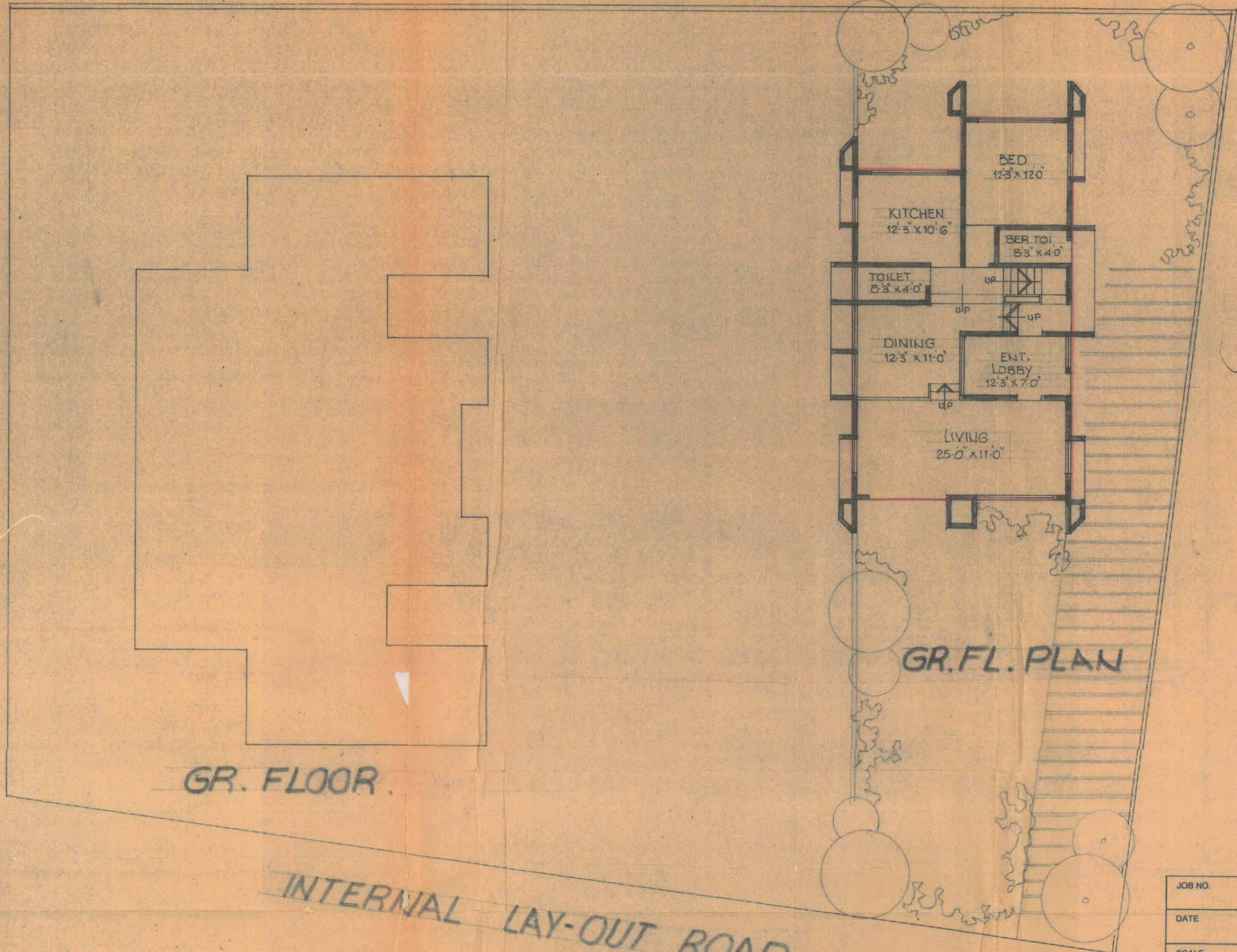




REG - 8		
2020	20	20



ROAD



GR. FLOOR.

GR. FL. PLAN

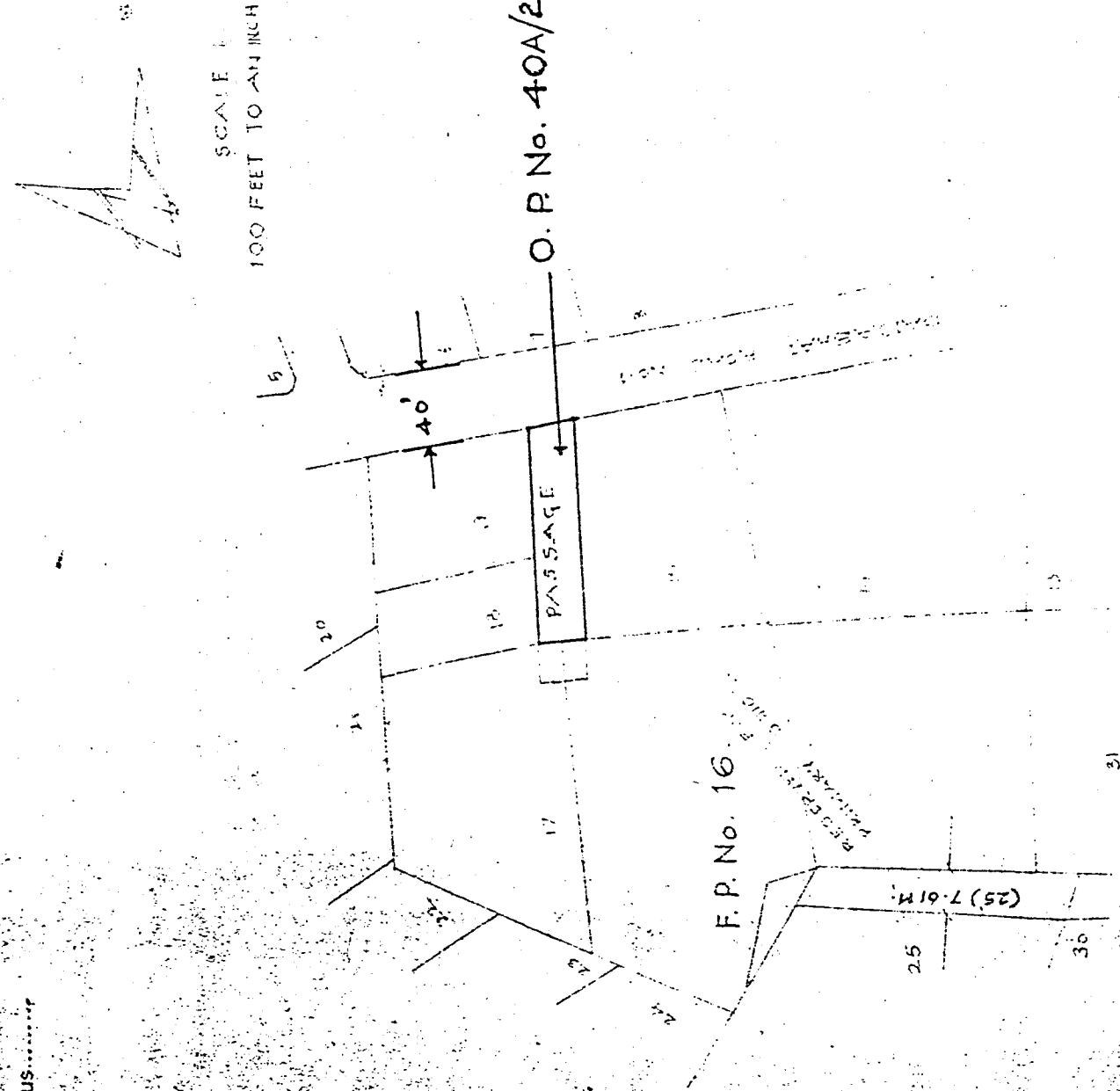
INTERNAL LAY-OUT ROAD

K.R.
Prady A. Shetty

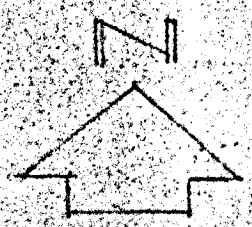
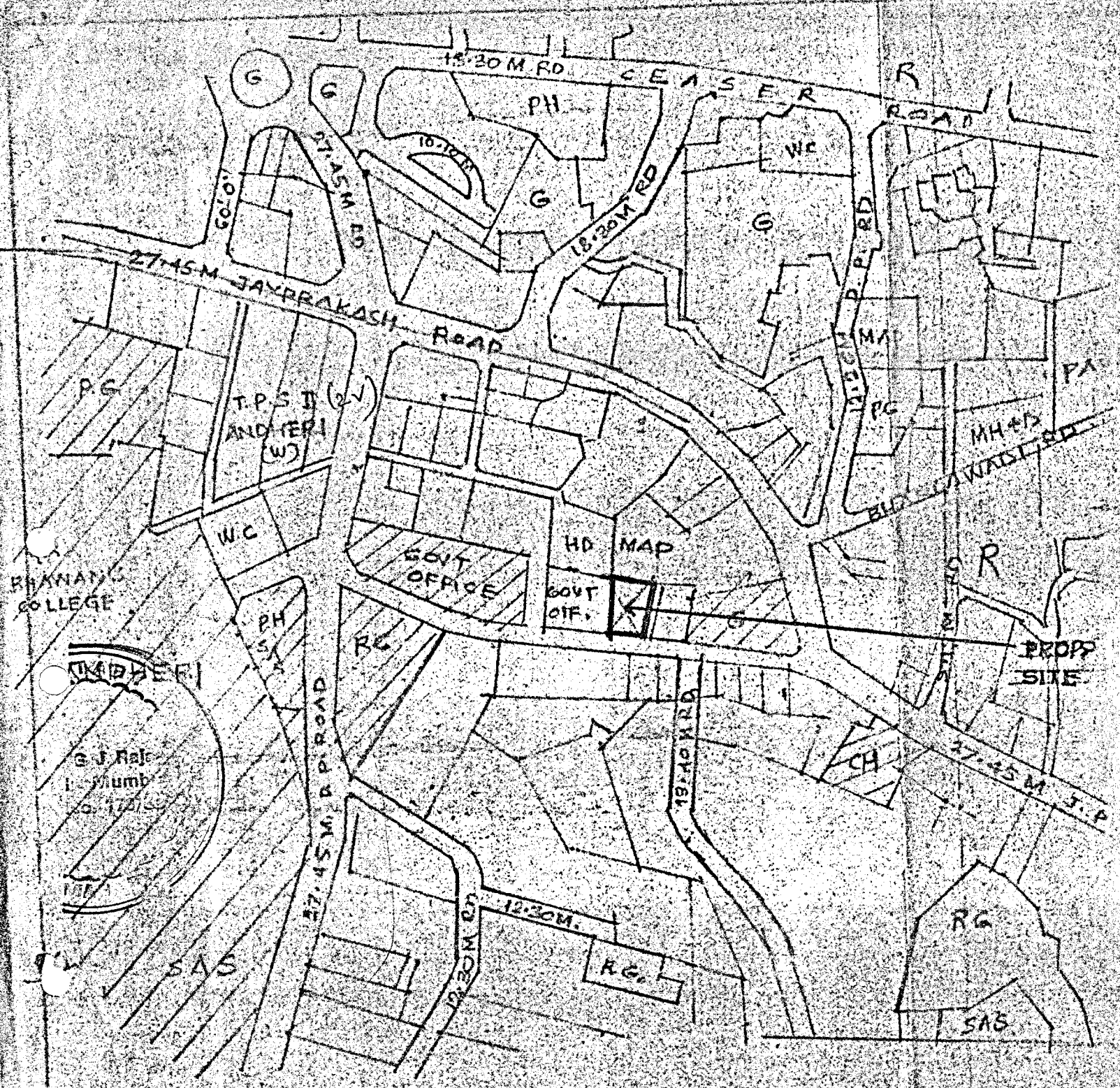
JOB NO.		G.K. VANWARI ARCHITECT
DATE		
SCALE		
DRAWN		
4, MANSAROVAR, S.V. ROAD, SANTACRUZ (W) BOMBAY 400 054 PHONE: 6490238 6493888		

BRIHANMUMBAI MAHANAGAR PALIKA
PART PLAN OF ANDHERI T.P.S. No. II [2ND VARIATION] [FINAL]
SHOWING O.P. No. 40A/2 & F.P. No.

- 1) Scheme boundary shown thus.....
- 2) Original Plot shown in green line.....
- 3) Final Plot shown in red line.....
- 4) Future road widening shown thus.....



Cyprus Ali



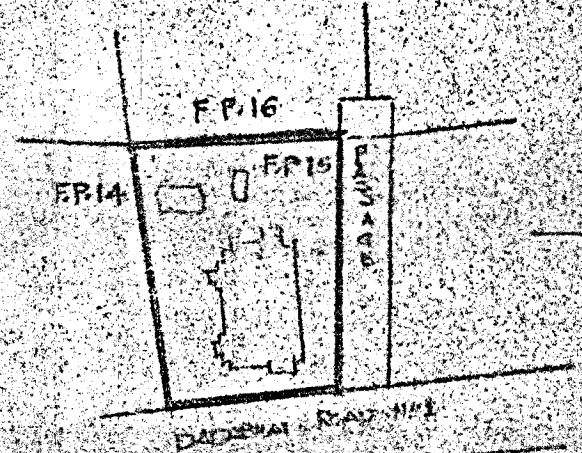
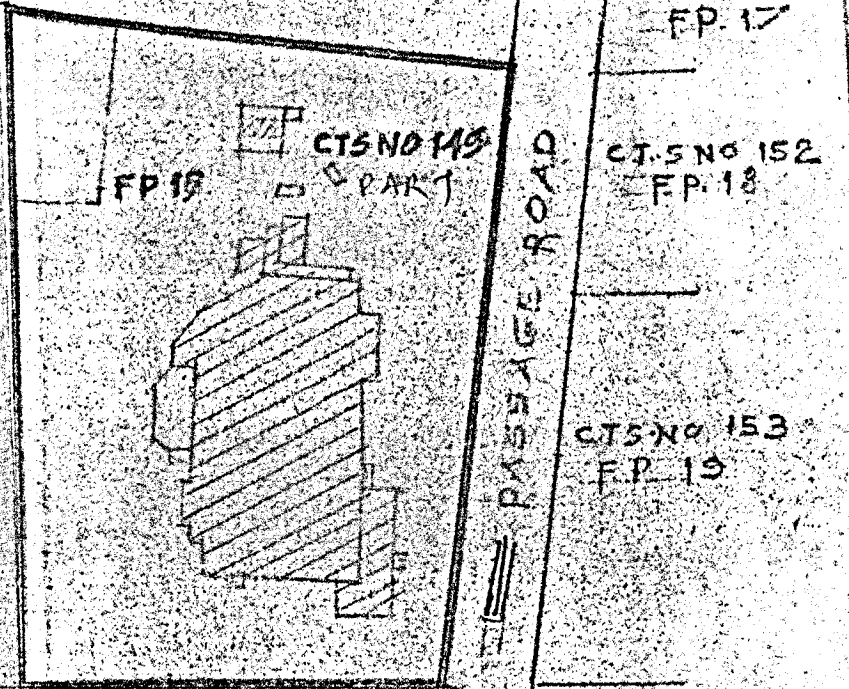
CTS. NO. 151

CTS. NO. 149 PT
F.P. 16

CTS. NO. 150
F.P. 17

F.P. 14

CTS. NO. 152



DADABHAI ROAD NO: 1

BLOCK-DRAW
SCALE 1:500

SCALE 1:1000
T.P.S. II Andheri (20)

Amir J. Khan

Mrs. Helima Ali Humza
Yahub Ali Humza
Head of City

LOCATION PLAN

SCALE 1:4000
D.P. SHT NO. W/38, N/39

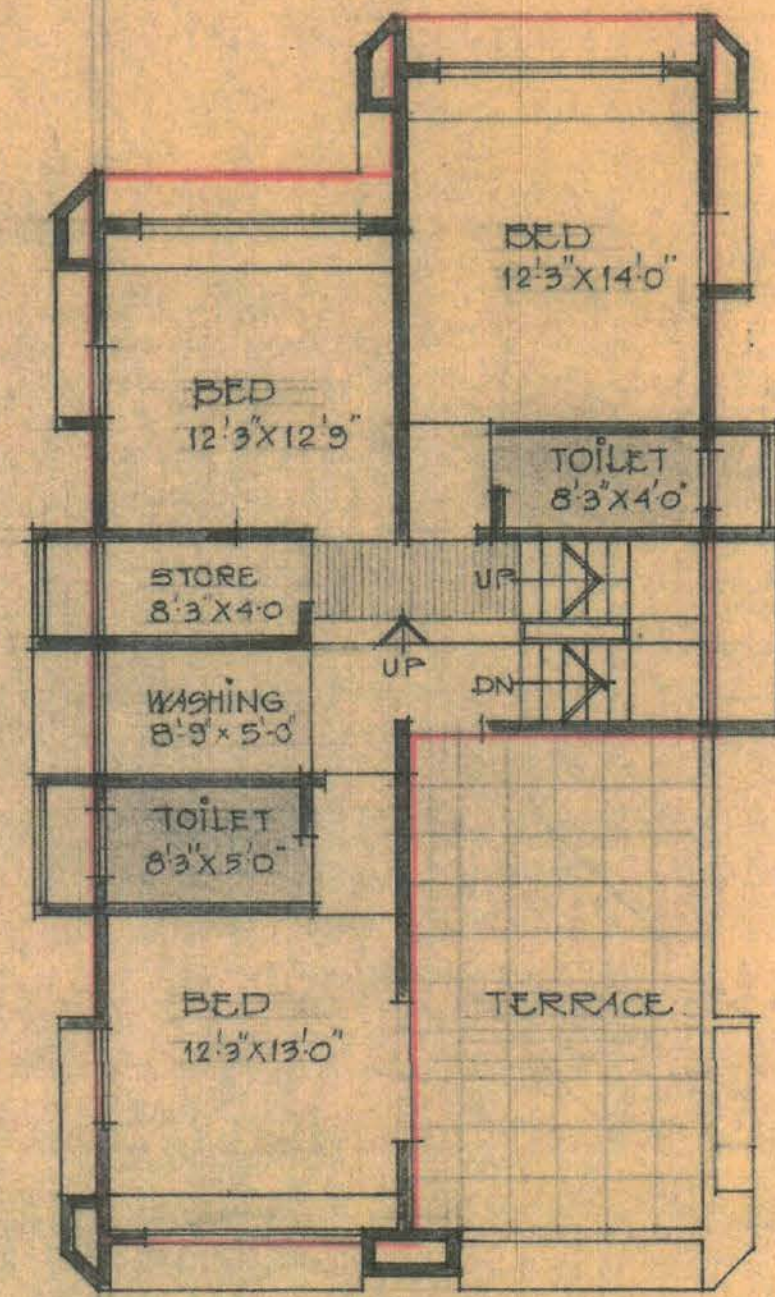
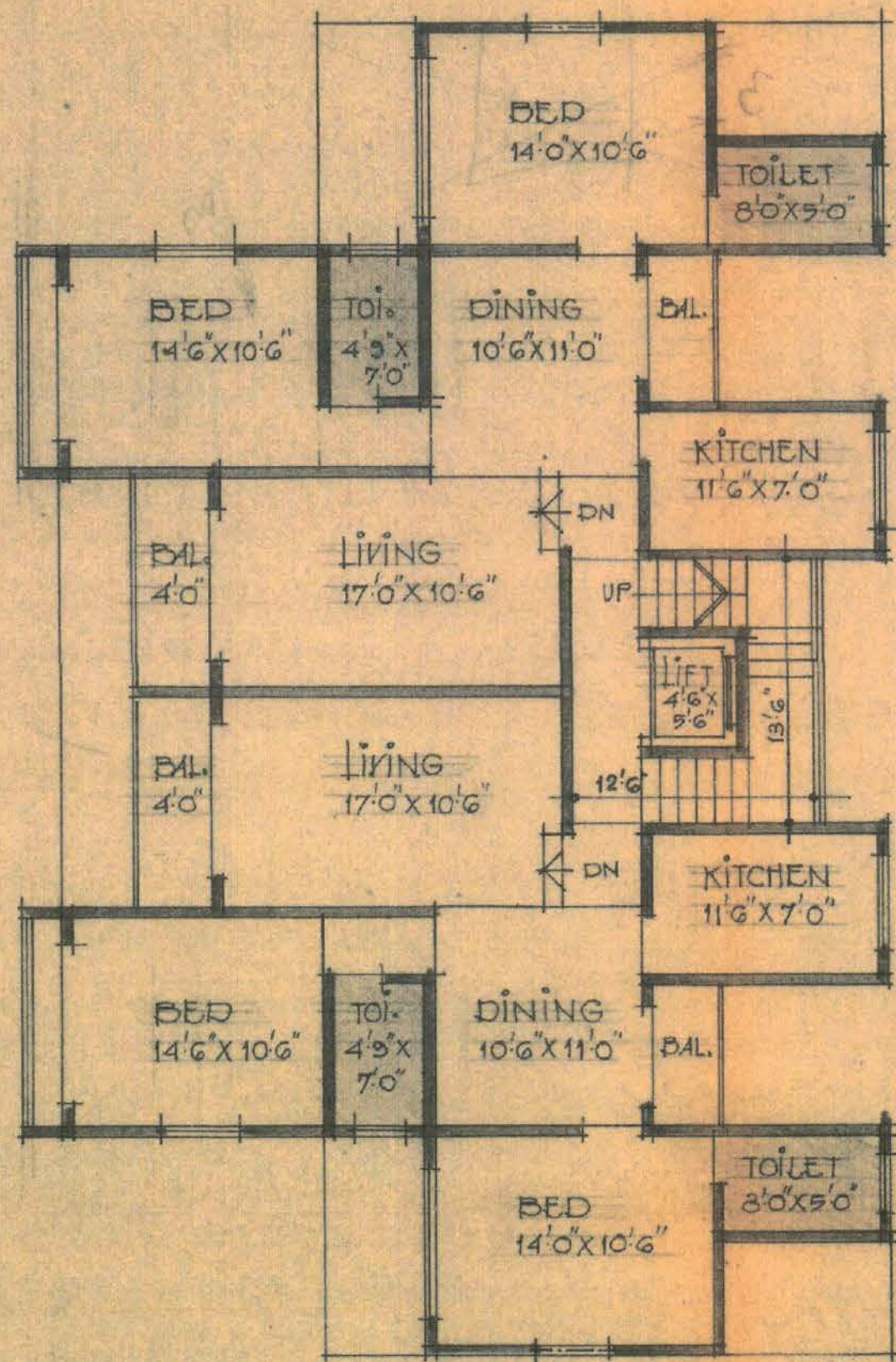
PLAN OF THE PROPERTY BEARING
 F.P. NO. 15, T.P.S. II ANDHERI, CTS. NO. 149
 (PT), DADABHAI ROAD, ANDHERI (W) BLDY

JOB NO	
DATE (PART)	
SCALE	
DRAWN	

G.K. VANWA
ARCHITECT

27, JAYPRAKASH RD, SANTACRUZ,
MUMBAI 400 048. PHONE: 6460239, 6493

ROAD



MA
Parvati J. Shetty

INTERNAL LAY-OUT ROAD.

JOB NO.		G.K. VANWARI ARCHITECT
DATE		
SCALE		
DRAWN		
4, MANSAROVAR, S.V. ROAD, SANTACRUZ (W) BOMBAY 400 054 PHONE: 6490239 6493668		



सत्यमेव जयते

- : नोंदणीचे प्रमाणपत्र : -

नोंदणी क्रमांक : बीओएम/डब्ल्यूकेडब्ल्यू/एचएसएजी/[टीसी] 924371
२००४-२००५/सन-२००५

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की,

"नमन को-ऑपरेटिव्ह होटिंग सोसायटी लि.,

प्लॉट नं. १५, सीटीएस नं. ११,

दादाभाई रोड, अधरी [पश्चिम],

मुंबई - ४०० ०५८".

ही संस्था महाराष्ट्र राज्य सहकारी संस्थांचे अधिनियम, १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदण्यात आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२(१) अन्वये व महाराष्ट्र राज्य सहकारी संस्थांचे नियम, १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण

"गृहनिर्माण संस्था"

XXXXXX

असून उप-वर्गीकरण

"भाडेकरू सहभागीदारी संस्था"

आहे.

कार्यालयीन मोहर



सही

[गुभाष पाटील]

हुद्दा

उपनिबंधक
सहकारी संस्था के पश्चिम विभाग
मुंबई.

मुंबई :

दिनांक : २५/०४/२००५

उपनिबंधक, सहकारी संस्था, के-पश्चिम विभाग, मुंबई
यांचे कार्यालय,

गृहनिर्माण भवन, तळमजला, कक्ष क्र. 69 (जे), बांद्रा (पूर्य), मुंबई 400 051.

जा.क्र. बीओएम/डब्ल्यूकेडब्ल्यू/एचएसजी/(टीसी)/92e37/
2004-2005/सन-2005
दिनांक :- 26/7/2005

-- : ज्ञा प न :--

उपनिबंधक, सहकारी संस्था, के-पश्चिम विभाग, मुंबई यांचेकडून मंजूर केलेल्या उपविधीची प्रत व नोंदणी प्रमाणपत्र 'नमन को-ऑप. हौसिंग सोसायटी लि., प्लॉट नं. 15, सीटीएस नं. 11, दादाभाई रोड, अंधेरी (पश्चिम), मुंबई 400 058' नोंदणी जा.क्र. बीओएम/डब्ल्यूकेडब्ल्यू/एचएसजी/(टीसी)/92e37/2004-2005/सन-2005, दिनांक 26.7.2005 या संस्थेच्या वतीने श्री. सुभाष यशवंत चाफेकर, मुख्यप्रवर्तक यांना देण्यांत येत आहे.

श्री.पी.डी. किणी, सहाय्यक सहकारी अधिकारी यांनी उपनिबंधक, सहकारी संस्था, के-पश्चिम विभाग, मुंबई यांचे वतीने संस्थेच्या पहिल्या सर्वसाधारण सभेत हजार राहून अहवाल सभेच्या वृत्तांताच्या प्रतीसह के.ए.ए.एस सादर करावा.

ठिकाण : मुंबई

दिनांक : 26.7.2005



(सुभाष पाटील)

उपनिबंधक,

सहकारी संस्था, के/प विभाग, मुंबई.

प्रति,

- 1) मा. जिल्हा उपनिबंधक, सहकारी संस्था (3), मुंबई.
- 2) मा. जिल्हा विशेष, लेखा परिक्षक, सहकारी संस्था, मुंबई
- 3) मा.चेअरमन,
मुंबई गृहनिर्माण सहकारी संस्थांचा संघ मर्या., 103, विकास प्रिमायसेस, 11, बँक स्ट्रीट, फोर्ट, मुंबई 400 001.
- 4) श्री.पी.डी. किणी, सहाय्यक सहकारी अधिकारी, के-पश्चिम विभाग, मुंबई.
2/- त्यांना कळविण्यांत येते की, त्यांनी संस्थेच्या पहिल्या सर्वसाधारण सभेला हजार राहून अथवा सभेचे इतिवृत्त संस्थेकडून आणून या कार्यालयात सादर करण्याची जबाबदारी त्यांची आहे. त्याचप्रमाणे पहिली सर्वसाधारण सभा संस्था नोंदणी झाल्यापासून तीन महिन्यांच्या आंत बोलावली जाईल, याकडे त्यांनी लक्ष पुरवावे.
- 5) संग्रह.

उपनिबंधक,
सहकारी संस्था के/प विभाग, मुंबई.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAEAN1423D

नाम / Name
NAMAN CO OPERATIVE HOUSING SOCIETY LIMITED



निगमन/गठन की तारीख
Date of Incorporation / Formation
26/04/2005

09042018

FOR NAMAN CO-OP. HSG. SOC. LTD

J. V. Rao
Chairman/Secretary/Treasurer

10Rs.



क्रमांक 28

ब्रह्मचर मुद्रांक कार्यालय, पुणे

दिनांक

वर्ष/शी/श्री/श्रीमती

.....

..... वा विकल्प

SKY-BUILD PVT. LTD.

.....

10 MAR 1989

THIS SUPPLEMENTAL AGREEMENT is made and entered into at Bombay this 7th day of October, 1989 Between MR. MEHBOOB ALI HUMZA of Bombay, Indian Inhabitant, hereinafter called "the 2nd Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the ONE PART; And MESSRS. SKYBUILD ENTERPRISES, a partnership firm, having its office at 903, Dalamal House, Jannadas Bajaj Marg, Nariman Point, Bombay 400 020, hereinafter called "the Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners for the time being of the said firm the survivor or survivors of them and the heirs, executors, administrators, successors and assigns of such last survivor or survivors) of the OTHER PART;

THIS IS XEROX COPY

Handwritten signatures and initials.

FRY-AMOI

: 2 :

W H E R E A S:

(a) By an Agreement of even date hereinafter for brevity's sake referred to as "the Main Agreement", the Second Vendor along with the three other Vendors named in the Main Agreement, has agreed to sell and transfer their respective shares in an immoveable property at Andheri together with the structure standing thereon and more particularly described in the Schedule thereunder written as also in the First Schedule hereunder written on the terms and conditions contained therein, which include execution of Supplementary Agreement between Second Vendor and the Purchasers;

(b) The Second Vendor has received a sum of Rs. 1,60,000/- (Rupees one lac sixty thousand

THIS IS
XEROX COPY

[Handwritten signature]
[Handwritten signature]

only) being his share of earnest money or in part payment of the purchase price as mentioned in Clause 1(A) of the said Main Agreement and the Second Vendor is entitled to receive a sum of Rs.27,71,250/- (Rupees twenty seven lacs seventy one thousand two hundred fifty only) being his share of the balance of the purchase price as stipulated in Clause 1(b) of the said Main agreement;

- (c) It is now mutually agreed between the Second Vendor and the Purchaser that after and subject to the Certificate under Section 269-UL(3) of the Income Tax Act, 1961 is granted by the Appropriate Authority in respect of the said Main Agreement and Supplementary Agreement, the purchasers shall allot to the Second Vendor and independent bungalow, consisting of the built-up area including balcony and staircase of 2001 sq. ft. and also allot one garage to be constructed by the Purchasers on a portion of the said property more particularly described in the Schedule hereunder written in accordance with the plans and specifications approved by the Municipal Corporation of Greater Bombay on the terms and conditions hereinafter mentioned;

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

THIS IS
XEROX COPY

MA

Inund

1. In consideration of the sum of Rs.16,00,800/- (Rupees sixteen lacs eight hundred only) agreed to be paid by the Second Vendor to the Purchasers, the Purchasers shall allot to the 2nd Vendor an independent bungalow on ownership basis to be constructed by the Purchasers on the said property with the compulsory open space around the bungalow as per the requirement of the Municipal Corporation of Greater Bombay and one R.C.C. garage free of cost on ownership basis if permitted by B.M.C. on a portion of the property more particularly described in the Schedule hereunder written and delineated on the plan of the proposed bungalow, open space, garage and garden hereto annexed and thereon shown surrounded by a red coloured boundary line (hereinafter referred to as "the said premises").

2. The total purchase price payable by the 2nd Vendor to the Purchasers in respect of the said bungalow as set out in Clause 1 hereinabove shall be deducted out of the balance of the purchase price payable by the Purchasers to the 2nd Vendor under the Main Agreement.

3. The Purchasers shall at their own costs get the plans sanctioned from the Municipal Corporation of Greater Bombay in respect of the proposed constructions to be put upon the said property including the said bungalow and open space delineated on the plan thereof hereto annexed agreed to be sold by the Purchasers to the Second Vendor, shall be submitted after the plans and specifications in respect of the said bungalow is approved by the 2nd Vendor, the Purchasers shall not make any alteration in the said

[Handwritten signature]
[Handwritten signature]

alternate accommodation. The said temporary alternate accommodation shall be of the choice of the 2nd Vendor and shall be in the vicinity of the said property. The said temporary alternate accommodation shall be used by the 2nd Vendor till the possession of the new bungalow is handed over after obtaining necessary occupation and/or completion certificate by the Purchasers from the appropriate authority. The 2nd Vendor and the Purchasers shall pay equally the rent or licence fee in respect of the said alternate accommodation provided by the Purchasers. It is agreed that the Purchasers will complete the construction of the said bungalow within a period of 15 months from the plans being sanctioned and I.O.D. received and the 2nd Vendor hands over vacant possession of the said old structure for the purpose of demolition, time being the essence of the contract. If, for any reason whatsoever the Purchasers are unable to give possession of the said bungalow and open space to the 2nd Vendor within the stipulated period of 15 months as stated above, then the Purchasers shall pay to the 2nd Vendor a sum of Rs.1,000/- as and by way of liquidated damages per day from the date of default till the possession of new bungalow and the open space is handed over to the 2nd Vendor.

7. . The Purchasers shall allot a bungalow having the total area of 2001 sq. ft. built-up including balcony and staircase to the 2nd Vendor as set out hereinabove. The Purchasers will be fully entitled to deal with or dispose of the remaining premises in the

Handwritten signature
Handwritten signature

plan of the bungalow without the prior consent in writing obtained of the 2nd Vendor.

4. The Purchasers shall prepare or get the plans prepared in such a manner that the said Bungalow which is agreed to be sold to the 2nd Vendor is separate with an independent separate entrance to the said bungalow and open space only for the use of the 2nd Vendor and also by putting up a boundary wall of 3 feet height subject to the approval by Local Authority which is permitted by the Municipal Corporation of Greater Bombay dividing the said bungalow and the open space and the other structure to be put upon the said property by the Purchasers consisting of flats to be sold on ownership basis.

5. The Purchasers shall equip and provide in the said bungalow the amenities and conveniences, electricity fixtures and fittings, more particularly listed and described in the schedule hereunder written.

6. It is further agreed that on the plans of the proposed construction to be put upon the said property is sanctioned, the Purchasers shall intimate the 2nd Vendor to shift to the temporary alternate accommodation consisting of two bed room, hall, kitchen flat procured by the Purchasers at their own costs. The 2nd Vendor shall hand over possession of the old structure in his occupation after shifting all his furniture, fixtures, articles and things to be temporary alternate accommodation. The said temporary

SA

Sumit

proposed building to be constructed on ownership basis as the Purchasers may deem fit and proper and for that purpose to enter into the necessary agreement for sale and/or allotment letter and/or such other arrangement and to receive and accept the earnest money or the purchase price pertaining to the said premises or flats and to give a valid receipt and/or discharge for the same and also to lodge such agreements and/or allotment letters for registration with the competent Authorities also to comply with all the rules and regulations with the Competent Authorities prevalent and/or in force in that behalf PROVIDED HOWEVER that the Purchasers shall not hand over possession of any flats or any portion of newly constructed building until the 2nd Vendor is offered possession of the Agreed Bungalow and open space as set out above. It is further agreed that Purchasers shall make a garden for the use of the 2nd Vendor on the strip of open space on the southern side between the bungalow and the 3 feet wall constructed to separating the said bungalow and the other structures to be put upon the said property. It is further agreed that neither of the Vendors shall be made liable or responsible by reason of the construction and/or sale and/or disposal of the said remaining tenements on ownership basis or on such other basis and it will be the Purchasers themselves liable and/or responsible for the same as also all the costs, charges, expenses and consequences arising therefrom. It is further agreed that Purchaser shall make written offer to the 2nd Vendor to take the possession of the said bungalow and open space duly constructed after obtaining

MA

Purch

completion certificate in respect thereof. The 2nd Vendor shall forthwith, upon offer as above stated is made for occupation of bungalow, vacate and hand-over, vacant, peaceful possession of temporary alternative accommodation to the Purchasers.

8. It is agreed that Purchasers shall also provide to the 2nd Vendor a covered R.C.C. garage of a carpet area of 2.5m x 5.0 m i.e. 8.2 x 16.4 ft. height not less than 9' on the said property free of charge on ownership basis. It is agreed that the Purchasers shall complete the construction of the garage within a period of 21 months of the date of the second Vendor shifting to the transists accommodation.

9. It is further agreed that this Agreement is irrevocable and the same shall not be terminated and/or cancelled by any of the parties hereto.

10. The Purchasers shall bear and pay all stamp duty and registration charges and legal fees in respect of any agreement or document to be executed by the Purchasers in favour of the 2nd Vendor in respect of the said bungalow and open space and the garage including share money which the proposed society may require the 2nd Vendor to contribute for enrolling him as a member and allotting him the said bungalow with open space and garage.

11. The Purchasers further agree that they will cause the 2nd Vendor to be accepted as a member of the Co-operative Society of the flat holders in the new building to be constructed by them on the said property and to cause five shares of the said Society

Handwritten signature
Handwritten signature

to be allotted to him merely for the sake of convenience only. However, the 2nd Vendor shall not be liable to pay to the said Society any maintenance charges, service charges or any other amount save and except the proportionate N.A. taxes and the Purchasers shall have the said bungalow separately assessed by the Municipal Corporation of Greater Bombay and the 2nd Vendor shall only be liable to pay the taxes and other outgoings in respect of the said bungalow directly to the Municipal Corporation of Greater Bombay and the said Society as and when formed shall not interfere with the use of the said bungalow, open space, garage by the 2nd Vendor. The Purchasers hereby agree and undertake to incorporate a covenant to this effect in the Conveyance to be executed by them in favour of the Society of flat Purchasers on the said property.

12. The 2nd Vendor shall be entitled to transfer his right, title and interest in the said bungalow and/or open space or in the said garage or any part thereof without the consent of the Society of the flat Purchasers to be formed, such person, firm or a company and on such terms and conditions as the 2nd Vendor shall deem fit and proper and his heirs, executors, administrators and successors in title shall hold the said premises on the same terms and conditions including the right to transfer on which the same are held by the 2nd Vendor and there shall be a covenant to this effect incorporated in the Conveyance to be executed by the Purchasers in favour of the proposed society of the flat purchasers.

MA
Purul

13. The Purchasers before asking the 2nd Vendor to shift to the temporary alternate accommodation shall execute a registered agreement in respect of the bungalow, open area and the garate to be allotted to him on ownership basis such agreement will be subject to the terms and conditions mentioned herein. In case such agreement in a printed or standard form no condition included therein which may be contrary to or inconsistent with the terms and conditions mentioned herein shall not be binding on or enforced against the 2nd Vendor. The stamp duty and registration on the said Agreement for sale of Bungalow, open space and garage shall be borne and paid by the Purchasers alone.

14. This Agreement is supplemental to the Main Agreement. The obligations of the Vendors under the said Main Agreement are to be performed by them only if the Purchasers fully perform their obligations not only under the said Main Agreement but also under this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

SCHEDULE of the property F.P. 15 of T.P.S.II Andheri, Second Variation. Area 1616 sq. yards together with structures thereon assessed to Municipal Taxes under No.K-7295 and K-7295(2C).

The Property is bounded as under:-

On the South by Dadabhai Road, 40 Feet Wide,

MA
Sumit
THIS IS
XEROX COPY

On the North by O.P. 40-C/1-A of T.P.S. II Andheri.

On the East by a passage 20 feet wide leading to plot Nos. 40-C/1-A and 40-C/1-B.

On the West by C.T.S. No. 154 of Andheri being the Mamlatdar Office of Dadabhai Road, Andheri (West), Bombay 400 058.

THE SECOND SCHEDULE ABOVE REFERRED TO:

FLOORING:

- * Flooring for Hall and Dining area shall be of Grey Marble Mosaic Tiles.
- * Flooring for all rooms and passages shall be of Grey cement Marble Mosaic Tiles.
- * Flooring for Kitchen shall be of Grey cement tiles.

BATH & W.C.:

- * Flooring shall be of Economic White Glazed Tiles.
- * Bath and W.C. walls shall be covered with Economic white Glazed Tiles upto window height.
- * One shower, one wash basin and one closet shall be provided for each bath room.
- * One Geyser shall be provided for each bath room.
- * All plumbing shall be of open type work.

KITCHEN:

- * Kitchen with raised cooking platform finished with black cuddapah and built in sink and 2' high white Glazed Tiles dado.

DOORS & WINDOWS:

- * Main Entrance door of each flat shall be flush type.
- * All other internal doors shall be either flush type and shall be oil painted.
- * Main Entrance door shall be furnished with one night

MSH

Prud

latch, one magic eye, one chromium plated aldrof on front side, one tadi and one tower bolt inside.

- * All windows of Economic wood shall be glazed windows and finished with oil paint.
- * All fittings except Hinges and screws shall be of Iron.

ELECTRICITY:

- * All electrical work shall be of open type.
- * Aluminium wiring shall be provided.
- * Each flat shall be furnished with electrical bell.
- * 14 Amp. Point in Master Bedroom.

GENERAL:

- * Common T.V. Antenna point provided in Hall.
- * Conduit for Telephone Line in Hall.
- * Colour Lime wash to the outside of building.
- * Interior of building shall have three coats of lime wash.

SIGNED SEALED AND DELIVERED by the withinnamed 2nd Vendor Mr. MEHBOOB ALI HUMZA in the presence of :

)
) *Mehboob Ali Humza*
)
)

Asay Varma
ASAY VARMA

SIGNED SEALED AND DELIVERED by the withinnamed Purchasers MESSRS SKYBUILD ENTERPRISES in the presence of :

)
) *Sumit J. Shroff*
)
)

Sumit J. Shroff

(SOPAL G. SHROFF)

THIS IS XEROX COPY

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO.CHE/DP/1867/TPS/K

of 26 SEP 1997

To,

Shri Bhavesh R. Parekh
B-103, Megha Building
Carter Rd.No.9, Borivali(E),
Mumbai-66.

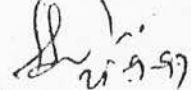
Sub : Issue copy of 'B' form i.e. Redistribution
and Valuation Statement in respect of
O.P.No.40A/2, of T.P.S. Andheri NO.II
(2nd variation)(final).

Sir,

Ref : Your letter dt.23/9/97.

Please find enclosed herewith a copy of B form i.e.
Redistribution and Valuation Statement in respect of above mention-
ed property.

Yours faithfully,


Assistant Engineer
Town Planning.

B/23997



1989
Ayoob Ali

.....
.....



AGREEMENT OF SALE

THIS AGREEMENT is made at Bombay this 11th day of October, 1989 BETWEEN (1) MRS. HALIMA ALI HUMZA (2) MR. MEHBOOB ALI HUMZA, (3) MR. AYOOB ALI HUMZA and (4) MR. YAKUB ALI HUMZA hereinafter called as the First, Second, Third and Fourth " VENDORS"

Sund

H. H. H. Ayoob Ali *Sund*

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, executors and administrators) of the ONE PART AND M/s. SKYBUILD ENTERPRISES, a Partnership firm having their office at 903, Dalamal House, Jannadas Bajaj Marg, Nariman Point, Bombay. 400020, hereinafter referred to as " THE PURCHASERS " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for

H. H. H.

11/11

Qyobak

Jund

...3

ALB



the time being of the said firm the survivors or survivor of the them and the heirs, successors, executors, administrators of the last of the such survivors or survivor) of the OTHER PART:

WHEREAS:

(a) Under a Conveyance, dated the 1st day of December, 1939 expressed to be made between Jummabhai Shariff, therein described as the Vendor and Ali Humza and Mrs. Halima Ali Humza therein described as the Purchasers, and registered with the Sub-Registrar of Assurances at Bandra under No. BND/1204/1/12 of 1939, the Vendors therein sold, conveyed and assured into the Purchasers all that piece or parcel of land admeasuring 1616 sq. yds. i.e., 1351.67 sq. mtrs. or thereabouts with a structure thereon bearing Plot No. 40-B of T.P.S. II, Andheri which land hereditaments and premises were more particularly described in the first Schedule thereunder written and shown surrounded by a red coloured boundary line on the Plan annexed thereto.

(b) The said Ali Humza constructed some more structures on the said property.

(c) The said entire property excluding ownership of four garages to all intents and purposes for tax, assessment was considered to be exclusive property of the



Handwritten signature

H.A.H.

Handwritten signature: Ayoub Ali

said Ali Humza alone.

(d) Paramount Agencies, [REDACTED] are owners of 4 R.C.C. Garages constructed by them on the said property. [REDACTED]

H.A.H.
YAH
A.S.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Paul

(e) The said Ali Humza expired at Bombay on 21st March 1989 leaving the Vendors herein surviving him as his only heirs and legal representatives.

(f) By his WILL dated the 25th day of July, 1976 the said Ali Humza appointed the Vendors herein as his sole beneficiaries to his estate, inclusive of the said property in accordance with their respective shares therein, under Shia Law of inheritance.



(g) The Vendors as the beneficiaries and successors to the estate of the late Ali Humza are jointly seized and possessed of or otherwise well and sufficiently entitled, inter-alia to the said property as co-owners and their respective undivided shares in the said property are as mentioned in the Second Schedule hereunder written;

(h) Subject to the permission hereinafter mentioned as required to be obtained in

H.A.H.
YAH
A.S.
Qyooob Aho

that behalf, the Vendors have agreed to sell and the Purchasers have agreed to purchase their respective rights, title, interest and undivided shares in or to the said land, hereditaments and premises together with the structures standing thereon and more particularly described in the First Schedule hereunder written and delineated by red coloured boundary line on plan annexed hereto at or for the price of Rs. 1,00,50,000/- (Rupees One Crore Fifty thousand only) and upon and subject to the terms and conditions hereinafter appearing.

Handwritten signature

H.A.H.
YAH
MB *Ayoballi*



(1) Simultaneously with the execution of this Agreement by the parties, the Purchasers have ^{as a part of this agreement} entered into with the Second and the Fourth Vendors separately supplemental Agreements whereunder the Purchasers have agreed to provide to the said Vendors certain premises comprised in the building/garages and the bungalow to be constructed on the said property, by the Purchasers for the consideration and on the terms and conditions mentioned in the said supplemental agreements. The amount of price payable by the Purchasers to the 2nd and the 4th Vendor shall be partly set off against the price of the premises agreed to be given to the said

Handwritten signature

H.A.H.
YAH
MB *Ayoballi*

H.A.H.
YAH
MB *Ayoballi*
Handwritten signature

Vendors under the said Agreements and the balance purchase price payable by the Purchasers to the 2nd and the 4th Vendor shall be paid by Purchasers to them as provided in this agreement, the time for payment and for giving possession of the alternate premises by the Purchasers being of the essence of the contract.

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

(1) Subject to the prior permission to be obtained under Section 27 of the Urban Land (Ceiling & Regulations) Act, 1976 and subject to the provisions of Chapter XXC of the Income Tax Act, 1961, the Vendors shall sell their respective undivided share and the Purchasers shall purchase all the said undivided shares in the land hereditaments and premises situate at Andheri and being Original Plot No. 40-B, Final Plot No. 15 of T.P.S. II, Andheri, 2nd Variation more particularly described in the first Schedule hereto written and delineated on the plan hereto annexed and thereon shown surrounded by a red boundary line together with all the building, and appurtenances (hereinafter referred to as "the said Property") free of all encumbrances save and except as mentioned herein, at and for the price of Rs. 1,00,50,000/- (Rupees One Crore Fifty thousand only) and subject to terms and conditions of the said



H.A.H.
ZAH
AVS
Beyroba Ali

Paul

supplemental agreement with the 2nd and the 4th Vendors to be paid in the following manner;

H.A.H.
YAH
A.B. Ayyob Ali

A sum of Rs. 24,00,000/- (Rupees Twenty four lacs) on signing of these presents (the payment and receipt of which the Vendors do and each of them doth hereby admit and acknowledge and discharge, release, acquire the Purchasers from each and every part thereof) by four separate bankers cheques for each of the Vendors drawn on Bank of Baroda, on Mangaldas Market Branch at Bombay as per the following particulars.



H.A.H.
YAH
A.B. Ayyob Ali
Sund

Cheque No.	Date	Amount	Name of the Payee.
(i) 312444	7.10.59	Rs 3,00,000/-	Mrs. Hakim. Ali. Humza
(ii) 312443	7.10.59	Rs 1,60,000/-	Mr. Mubtaz. A. Humza
(iii) 312441 } 312442 } 312439 }	7.10.59	Rs 15,00,000/-	Mr. Ayyob. Ali. Humza
(iv) 312440	7.10.59	Rs 4,40,000/-	Mr. Yaqub Ali. Humza

H.A.H.
YAH
A.B. Ayyob Ali
Sund

(B) The entire balance of Rs. 76,50,000/- (Rupees Seventy six lacs Fifty thousand ^{only}) shall be paid in one instalment by the Purchasers to each of the Vendors separately within twenty days of receipt of the requisite certificate relating to the each Vendors' share from the appropriate authority under Section 269-UL(3) of the Income Tax Act, 1961 by four separate banker's cheques

drawn on a nationalised bank at Bombay payable to the Vendors in accordance with their shares as follows:-

- H.A.H.
YAH
MAB
Ayub Ali
Sund
- i) A sum of Rs. 9,56,250/- to Mrs. Halima Ali Humza
(Rupees Nine Lacs Fifty six thousand two hundred fifty only)
 - ii) A sum of Rs. 27,71,250/- to Mehboob Ali Humza
(Rupees Twenty Seven Lacs Seventy one thousand two hundred fifty only)
 - iii) A sum of Rs. 14,31,250/- to Ayob Ali Humza
(Rupees Fourteen Lacs Thirty one thousand two hundred fifty only)
 - iv) A sum of Rs. 24,91,250/- to Yakub Ali Humza
(Rupees Twenty four Lacs Ninety one thousand two hundred fifty only)

The time for payment is the essence of the contract. The liability of the Purchasers to make payments to each of the Vendors separately is absolute and unqualified so that the Purchasers shall not be entitled to object to, pay when due or delay, or refuse to make payment on any ground.

2) The area of the land comprised in the said property is 1616 sq. yds. or thereabouts equal to 1351.67 sq. mtrs. according to the documents of title in possession of the Vendor and/or Government records and the same is taken as correct and accepted by the Purchasers. The price of the said property has been agreed to by and between the parties on a lumpsum basis without reference to the area of the said land comprised in the said property and if the area is ultimately found to be more or less, the same shall not be a ground for increase or decrease in the price and/or rescinding this agreement.

3) H.A.H. The Purchasers declare and confirm that they

YAH
MAB
Ayub Ali Sund ..9

have inspected the said property and have satisfied themselves that the same is suitable for their purpose. It has been specifically agreed and understood between the parties that any change in Rules or Policy of the Govt. under the laws governing holding, transfer and development of the land in Greater Bombay after the date of receipt of the Certificate under Section 269-UC(3) of the Income Tax Act 1961, from the Appropriate Authority shall not vitiate this Agreement. The intention of the parties clearly is that the Purchasers are agreeing to undertake all risks consequent upon such changes and that unless the Purchasers terminate this Agreement by a Written Notice of termination served upon the Vendors' Advocates within four days of the date of the Certificate under Section 269-UC(3) of the Income Tax Act or within 8 days of publication of such policy by Govt. and B.M.C. as published in news papers and Gazette and circular, whichever is earlier. The Purchasers shall be deemed to have waived their right to terminate the Agreement under this clause and shall not thereafter be entitled to terminate the Agreement on the ground mentioned in this clause. In the event of the Purchasers terminating this agreement under this Clause, the Vendors shall refund to the Purchasers all monies received from them forthwith.



Ayaz Akh
H.A.H.

~~YAH~~
MS

4) *Amul*

4) Simultaneously with signing of these

presents, the Vendors (each of them separately (provided separate forms are accepted by the appropriate authority, otherwise jointly) and the Purchasers shall duly fill in and sign the Form No. 37-I of the Income Tax Rules in Duplicate, and shall submit the same along with true copies of this Agreement and the Supplemental Agreement to the appropriate Authorities within 8 days of signing of this Agreement.

5) Simultaneously with the signing of these presents, the Vendors each of them separately (provided such separate applications are accepted by the Competent Authority Otherwise jointly) and the Purchasers shall sign application form/s for permission under Section 27 of the Urban Land (Ceiling & Regulation) Act 1976 and submit the same to the Competent Authority within 8 days of the signing of this Agreement and ^{thereby} apply to obtain permission for transfer of the said property from the Competent Authority to enable the parties hereto effect this transaction.

(6) This Agreement is subject to the aforesaid two requisite permissions, being obtained namely certificate from the Appropriate Authority under Section 269-UL(3) of the Income Tax Act, 1961 and a permission under Section 27 of the Urban Land (Ceiling & Regulations) Act 1976. It is agreed between the parties that if the permission from the Competent Authority under Section



Paul
H.A.H.
YAH
Sub
Ayoub Ali

H.A.H.
YAH
Sub
Ayoub Ali *Paul*

27 of the Urban Land (C&R) Act 1976 is for any reason whatsoever not rejected within sixty days from the date of submission of the application, it will be presumed for the purpose of this Agreement that such permission is obtained or deemed to have been granted. Provided that if the Competent Authority prescribed any conditions for grant of such permission and if any such condition is not acceptable to the Vendors, the Vendors shall be entitled to terminate and put an end to this Agreement. Provided further that if the Purchasers are willing and notify their willingness in writing, to comply with any such conditions at their own costs and without any way reducing the amount of consideration payable by them to the Vendors and without otherwise affecting the Vendors rights under this and the supplemental Agreements the Vendors shall not be entitled to terminate. Provided further that after the Vendors receive the Second and final instalment of the purchase price under Clause 1(B) of this Agreement they will not be entitled to terminate the Agreement under this clause.

7) It is agreed further that if the certificate under Section 269-UL(3) of the Income Tax Act 1961 is not received within prescribed period of 2 calendar months the Vendors / Purchasers or any of them shall be entitled to treat this Agreement and the Supplemental

H.A.H.

Y.A.H.

M.B.

Cyberabad

Sund

Agreement as terminated and thereon each of the Vendors separately shall forthwith refund to the Purchasers the amount paid by the Purchaser under Clause 1(A) above to them without interest and thereafter neither party shall have any claim or obligation against the other. Provided however that if the aforesaid amounts are not refunded by any of the Vendors within a period of 15 days from the date of receipt by him/her a written notice of termination, the Purchasers shall be entitled to interest from defaulting Vendor on the amount receivable from him/her at the rate of 18% per annum payable monthly from the expiry of such period of 15 days till payment and/or realisation.



8) The Purchasers/Vendors shall be ^{jointly} responsible for obtaining the requisite sanctions and permissions only from U/s.27 of U.L.C. Act and U/s.269-UL(3) of the Income Tax Act from the concerned authorities. All other permissions, sanctions, approvals and no objections required for sale and transfer of the said property and for development thereof shall be obtained by the Purchasers by their own efforts and at their own costs. This Agreement for sale has been arrived at on the basis that the Purchasers are in position to and shall obtain all such permissions and shall not be entitled to rescind or terminate this Agreement on account of their inability to obtain any such sanctions

Handwritten signature
 H.A.H.
 Y.A.H.
 R.A.S.
Signature

H.A.H.
 Y.A.H.
Signature

Signature



and/or permissions for any reason whatsoever. Notwithstanding the fact that the requisite permissions/sanctions are not received from the concerned authorities, whatever be the cause of non-receipt, the Purchasers shall make payments to Vendors as stipulated in clause 1(B) of this Agreement within the time stipulated therein.

H. R. H.
YAH
M.B.
Ayub Ali

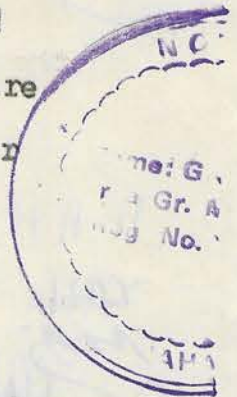
9) Only After the Purchasers have paid the sums agreed to be paid by them to each of the Vendors, under clause 1(A) and 1(B) above the Purchasers shall be entitled to a licence to enter into and to construct on the said property flats, or tenaments or structures in accordance with the plans approved. It is hereby specifically agreed and declared that any alteration or modification to said plan to the extent if affects right of the 2nd and the 4th Vendor to have a bungalow and a flat and garages as mentioned in the supplemental Agreements shall not be made without explicit permission in writing of the 2nd and/or the 4th Vendors as the case may be.

Amul

Ayub Ali
H. R. H.
YAH
M.B.
Amul

10) The Purchasers shall be entitled to sell, dispose off or deal with any or all the flats and tenaments or premises constructed on the said property by them only after they have made full payment of consideration payable by them to the Vendors hereunder and subject to the 2nd and 4th Vendors rights under the Supplemental Agreements entered into with them, and subject to right to enter upon the said property as Licencees

11) This Agreement shall be personal to the Purchasers and the Purchasers shall not be entitled to transfer or assign this Agreement or the benefits thereof in part or full to any third party by any means or device whatsoever, without the prior written consent and permission of each and every one of the Vendors. Provided that the Purchasers shall be entitled to require the Vendors to execute the Conveyance in favour of a Co-operative Housing Society or other organisation of the Purchasers of the premises in the new building to be constructed by the Purchasers on the said property. Provided further that the Vendors shall execute such conveyance only ^(or) after the purchasers have paid to each of them the full amount of consideration payable thereunder and have fulfilled all terms and conditions of this Agreement and of the Supplemental Agreements. The Conveyances shall be drawn up by the Purchasers' Attorneys and shall be subject to approval of the Vendors Advocates.



H.A.H.
 Y.H.H.
 Ayerabolu
 Sund

12) In the event that the conveyance is required to be postponed or delayed for reasons of expediency or otherwise then each of the Vendors receiving their respective considerations fully, shall grant a Power of Attorney separately in respect of the said property in favour of Purchasers to do such necessary acts, deeds matters and things relating to the said property.

H.A.H.
 Y.H.H.
 Ayerabolu

Sund

It is hereby specifically agreed and declared that the Purchasers shall be responsible for all acts, deeds and things done by or purported to be done in the name of the Vendors under such Powers of Attorney (all of which shall be at the Attorneys own costs, charges and expenses in all respects) and shall indemnify and keep indemnified each of the Vendors against any adverse consequence of any such act, deed, matter or things, relating to the said property.

13) The Parties hereby specifically agree, declare and confirm that notwithstanding the execution by the Vendors if any Power of Attorney in favour of the Purchasers, the possession of the said property shall remain vested in the Vendors and shall not be deemed or considered to have been transferred to the Purchasers until and unless and at such time that the Vendors shall have executed the conveyance in respect of the said property in favour of the Purchasers or their nominees including proposed co-operative housing Society. It is hereby further agreed declared and confirmed that possession of the said property or any part thereof is not intended to be transferred hereby by the Vendors to the Purchasers and that such transfer shall be affected only upon the execution of a proper deed or conveyance by the Vendors.

Handwritten signature

H.A.H.

Handwritten initials

Handwritten initials

Handwritten signature

14) The Purchasers have perused the documents of title of the Vendors. The Purchasers do hereby

accept title of the Vendors as recited herein. They shall not require the Vendors to trace or prove any further or better title to the said property except as herein recited nor shall they raise any requisitions or objections to the Vendors title.

15) The Vendors have informed the Purchasers that there are no outstanding encumbrances mortgages, charges, lien or notice for requisition, acquisitions, setback, easement, or otherwise or outstanding interest or claim by any party other than the Vendors in respect of the said property nor is the property the subject matter of any pending litigation or attachment either before or after judgement and the Vendors shall keep indemnified the Purchasers from any claim by any person contrary to this representation.



16) The Vendors have notified the Purchasers that the drainage line of the 4th Vendor's other property being Final Plot No. 17 of T.P.S. II, Andheri, 2nd Variation passes through the property hereby agreed to be sold. The Purchasers agree that the said drainage line shall not in any manner be obstructed, interfered with or altered by the Purchasers or their successors in title and that the Owners or occupiers for the time being of the said final Plot No. 17 shall be entitled to at all times to a right of free and adequate access to and through the said property

H.A.H.
Y.A.H. *Qyook Alu* *Jamil*

with or without the vehicles or workmen and to temporarily stake on the said property, materials for repairs or renewal of the said drainage line without any charges or compensation for the same. The Purchasers hereby covenant that this covenant shall be incorporated in the conveyance to be executed by the Vendors in favour of Purchasers/ and/or their nominee/s.

17) The Vendors hereby declare that there is at present no notice of requisition issued by the Government of Maharashtra or the Municipal Corporation of Greater Bombay in respect of any acquisition or set back of the said property or any part thereof. Provided however if the Vendors have concealed any such notice received prior to this agreement, then this agreement shall be voidable at the instance of the Purchasers and if the Purchasers avoid this agreement then the Vendors shall return the earnest money and all the monies paid till the date of return of money with interest at 18% per annum payable monthly and all cost, charges and expenses.

18) In the event if any requisition or notice be received after the date when the clearance permission u/s. 27 and certificate under Section 269-UL(3) of the Income Tax Act, 1961 is received or is deemed to have been issued in respect of this agreement, by the Vendors or Purchasers either from the Bombay Municipal Corporation or from the Government of Maharashtra or by any

Ayazuddin
H. R. H.

YAH

MB

Punil

statutory organisation or statutory body whatsoever the same shall be complied with by the Purchasers at their own costs and in the event the any of the Vendor shall suffer any loss or damage due to the non-compliance by the Purchasers thereof the Purchasers hereby agree to make good such loss and hereby further agree to indemnify and keep indemnified the Vendors from any such loss, claim or damage that may be sustained by the Vendors.



19) The Vendors hereby declare and the Purchasers have verified that the Competent Authority appointed under the Urban Land (Ceiling & Regulations) Act, 1976 has held vide its order under section 9 dated 31.12.1983 No.C/ULC/Desk-XVIII/852, 853, 854, 855, 856, 857, 858/682 and Order u/s. 8(4) bearing No.C/ULC/Desk-XV(6)(1)/SR, XVIII/853, 854, 855, 856, 857, 858/682 dated 8.12.1983 that no part of the said property except 14.18 sq.mtrs. is declared surplus vacant under the Urban Land (Ceiling & Regulation) Act, 1976. Exemption is also granted under Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 under C/ULC/Desk-XVIII/SR-20/UDV-3317 dated 15.6.1984 in respect of the said 14.18 sq.mtrs. The Vendors further declare that after finalisation of holding by Urban Land (Ceiling & Regulations) Act 1976 in 1983 Mehboob Ali Humza the Second Vendor

H. A. H.
K. A. H.
M. B.

[Handwritten signature]

herein has released and relinquished his right, title and interest in the property bearing C.T.S. No. 634 of Village Chakala and C.T.S.No.292 and 292/1-4 of Village Gundavli, District BSD in favour of Ayooob Ali Humza, the Third Vendor herein. True copies of the aforesaid orders are furnished to the Purchasers.

20) The Vendors state that the said property comprise of two structures, one residential building of a total area of about 3200 sq.ft. and the other comprising of four garages of total area of about 780 sq.ft. The residential building is occupied by the Vendors jointly, as members of a family and as the co-owners of the said inherited property. The Vendors agree to give ^{to the purchasers as a licence only as provided herein} vacant possession of the said residential building which they occupy jointly as aforesaid. ~~_____~~

~~_____~~ simultaneously against receipt of the full payment of the consideration money under clause (1) hereof and against the supplemental agreement for alternate premises ~~_____~~ executed by the Purchasers in favour of the 2nd and the 4th Vendors. ~~_____~~ lodged for registration. It is further agreed that none of the existing garages shall be retained. All of them shall be demolished by the Purchasers before they commence construction of the new building/bungalow or new structures on the site.



Ayooob Ali

H.A.H.

YAH

M.B.

H.A.H.

YAH

M.B.

Ayooob Ali

H.A.H.

YAH

M.B.

Ayooob Ali

21) On the completion of sale, the Vendors shall deliver to the Purchasers only those documents of title relating to the said property which are in their possession and which are listed in the third schedule hereto. The Purchasers confirm that they have inspected the said title deeds and have satisfied themselves that the same are adequate and in order. On and from the date when the Purchasers become entitled to a licence to enter upon and construct on the said property, all taxes, duties, cesses and levies payable in respect of the said property and/or the building be constructed thereon, shall be entirely borne and paid by the Purchasers. The Vendors shall not be liable for the same. The Purchasers agree to indemnify and keep indemnified the Vendors against the consequences of non-payment of delayed payments thereof.



22) In the event of the sale not being completed due to any wilful default on the part of any of the Vendors, the Purchasers shall have the right to require specific performance by the defaulting Vendor.

23) In the event of any breach ^{by} of the Purchasers of any of the terms and conditions of this Agreement or in the event that the Purchasers fail to pay the balance amount of the Purchase price/ as stipulated in clause 1(B) hereof or fail to allow the alternate premises as per Supplemental Agreement the Vendors shall be entitled to forfeit

Ayub Ali
Sund

H.A.H.
[Signature]

[Signature]

[Signature]

the amount paid to them by the Purchasers and terminate this Agreement without prejudice to any other right, or claim that the Vendors or any one or more of them may have against the Purchasers for the breach.

24) Possession of the property shall be delivered over the Purchasers on completion of sale. On execution of the conveyance in the stages in which it is then reasonable wear and tear excepted.

25) All stamp duty, and registration charges payable on this agreement and on the deed of conveyance or any authority, power of attorney or other document to be executed in pursuance thereof, shall entirely borne and paid by the Purchasers alone. The Vendors shall not be responsible or liable to pay or contribute to any stamp duty and/or registration or other charges or any penalty or fine in consequence that the Purchasers may not have paid the amount of any stamp duty or charge or paid less than the required amount. Parties will bear and pay their respective legal adviser's fees.

26) Brokerage @ 2% of the sale price is payable by the Vendor to Mrs. ^hSubha Tiwari at the time when they receive payment under clause 1(B) hereof. The Brokerage shall be paid each Vendor separately in proportion of their shares in the said property.

H. A. H.

~~YAH~~

Ayoub Ali

MA

Jewel

27) This agreement shall be executed on stamp papers in 5 sets, four sets will be retained by each of the Four Vendors and the Fifth set will be retained by the Purchasers.

IN WITNESS WHEREOF Vendors and the Purchasers have hereunto and to the copies hereof set and subscribed their respective hands 7th day of October and year first hereinabove written.

SIGNED SEALED AND DELIVERED
by the withinnamed VENDORS

- 1) MRS. HALIMA ALI HUMZA.
- 2) MR. MEHBOOB ALI HUMZA.
- 3) MR. AYOUB ALI HUMZA.
- 4) MR. YAKUB ALI HUMZA.

in the presence of

- 1. *Vinod Kumar Advocate*
- 2. **VIRENDRA TIWARI**

)
)
) Mrs. Halima Ali Humza
) Mehboob Ali Humza
) Ayoub Ali Humza
) Yakub Ali Humza
)



SIGNED SEALED AND DELIVERED
by the withinnamed PURCHASERS

MESSRS. SKYBUILD ENTERPRISES
in the presence of

- 1. *[Signature]*
- 2. *C. Madhukhale*

)
)
) *[Signature]*
)
)



VERIFIED BY ME

[Signature]
R. M. AGRAWAL
 M. COM. LL. B.
 Advocate, High Court
 Esplanade Court,
 BOMBAY 400 001.

TRUE COPY

[Signature] 23/10/57
G. J. RAJANI
 NOTARY GREATER BOMBAY
 21/14, Navjivan Society,
 Chembur. Mumbai - 74

" SCHEDULE OF PROPERTY "

SCHEDULE - I

Schedule of the property F.P.No.15 of T.P.S.II,Andheri,
Second Variation. Area 1616 Sq.Yards togetherwith
structures thereon assessed to Municipal Taxes under
No. K-7295 and K-7295(2C).

The Property is bounded as under:

On the South - by Dadabhai Road, 40 Feet wide,
On the North - by O.P. 40-C/1-A of T.P.S.II Andheri,
On the East by-a passage 20 feet wide leading to
Plot Nos.40-C/1-A and 40-C/1-B.
On the West - by C.T.S.No.154 of Andheri being the
Mamlatdar Office of Dadabhai Road,Andheri (West),
Bombay.400058.

SCHEDULE - 2

The Share of the heirs of Ali Humza in the property
bearing No. 40-B of T.P.S.II Andheri admeasuring about
1616 Square Yards.

A) Mrs.Halima Ali Humza	...	1/8 Share
B) Mr.Mehboob Ali Humza	...	7/24 share
C) Mr.Ayoob Ali Humza	...	7/24 share
D) Mr.Yakub Ali Humza	...	<u>7/24 share</u>
Total	...	100%

SCHEDULE - 3

List of documents to be delivered to the Purchaser:

- A) Sanad and H.H.Forms executed by the Additional
Collector on 9.11.39 with Jummabhai Sharrif.
B) Conveyance Deed between Jummabhai Sharrif and Ali
Humza and Mrs.Halima Ali Humza dated 1.12.39
registered under B.N.D. 1204/1/12/1989.

H.A.H.
~~Y.H.~~

Ali Humza
Sharrif

.....

7-20-1911

Section 1

On the south side of the road, 40 feet wide,
 on the north side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,

Section 2

On the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,

Section 3

On the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,
 on the east side of the road, 40 feet wide,
 on the west side of the road, 40 feet wide,



Man
 r 13
 10

Handwritten notes or signatures in the bottom right corner, including the word "Cyclopedia" and other illegible text.

DATED THIS 11th DAY OF OCTOBER, 1988

MRS. JALPAJI ALI BAI & SONS, VENDOR

AND

MESSRS. SHYAMLAL ENTERPRISES, PURCHASER

NOTARY

G. J. Rajar
No. 179/88

RAS

RECEIVED OF SALE

DATED THIS 7th DAY OF OCTOBER, 1989.

MRS. HALIMA ALI HUMZA & ORS... VENDORS

AND

MESSRS. SKYBUILD ENTERPRISE.. PURCHASERS



AGREEMENT OF SALE.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/9146/WS/AK

21 JUN 2012

OCCUPATION CERTIFICATE

To
Shri Rajan Dhruv,
S.B.I. Employees Neelkamal C.H.S.Ltd.,
4th flr., Dheeraj Plaza,
Opp. Bandra Police Stn., Hill road,
Bandra (W), Mumbai-400 050.

Ex. Engineer Bldg. Proposal (W.S
H and K Wards
Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai - 400 050

COPY FORWARDED TO WARD
THROUGH SAP ON 21/6/12

EE (BP) W.S. KW Ward
ISSUED
By.....

Sir,

PLAN CLERK H.C.B.P.(W.S.) I

The full development work of commercial building comprising of Two level Basement + Ground + 1st + 5th + 6th (Pt.) + 7th (Pt.) upper floors on plot bearing CTS Nos.640-A, of Village Area, situated at Veera Desai Road, Andheri (West), Mumbai is completed under the supervision of Shri. Kinner Nayak, Licensed Architect, license No. CA/90/13298 may be occupied on the following condition -

- 1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified occupation plan is attached herewith.

Yours faithfully,

Handwritten signature
SDBD
KWNZ

Handwritten signature
ACBD
KWN

Handwritten signature
Executive Engineer
(Bldg. Proposals) W.S. [K Ward]

- Copy to :
- 1) Architect, Shri. Kinner Nayak
 - 2) E.E.D.P
 - 3) E.E.(V)WS
 - 4) A.H.S. [K/W] Ward
 - 7) Asstt. Commissioner [K/W] Ward

- 4) Dy. S.C. (S)
- 6) A.H.W.W [K/W] Ward
- 8) Asstt. Eng.(Survey) J. & K Ward

For information please.

Handwritten signature
SDBD
KWNZ

Handwritten signature
ACBD
KWN

Handwritten signature
E.E.B.P.(W.S.) K Ward.

BRIHANMUMBAI MAHANAGAR PALIKA
PART PLAN OF ANDHERI T.P.S. No 11 [2ND VARIATION] [FINAL]
SHOWING O.P. No 40A/2 & F.P. No.

- 1) Scheme boundary shown thus.....
- 2) Original plot shown in green line.....
- 3) Final plot shown in red line.....
- 4) Future road widening shown thus.....

