

Gen 30001 (Gen-723: 10-10-1985) - ESEP (23)

FORM 1A

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/4930/BRES/MN

VALID UP TO 31-10-89

MUNICIPAL CORPORATION OF GREATER BOMBAY

COMMENCEMENT CERTIFICATE

1 NOV 1988

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No XXXVII of 1966) to

Shri Madhukar Keri, & Co
to Shri R. M. Keri and others

Applicant to the development work of Building

D.C.T Survey No. 845 (A)

at premises at Street No.

House No.

of Village

Bhandup (E)

situated at Bhandup

on the following conditions viz :-

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans; (b) any of the conditions, subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with; (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966, the Municipal Commissioner has appointed Shri S. I. Dhawan Executive Engineer, to exercise his powers and functions of the Planning Authority under Section 43 of the said act.
2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
3. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, provided further that such lapse shall not bar any subsequent application for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
4. The conditions of this certificate shall be binding not only on the applicant but also his heirs, successors, executors, administrators and assignees and every person deriving title through or under him.

C.C. upto plinth level only.

For and on behalf of the Local Authority
THE MUNICIPAL CORPORATION OF GREATER BOMBAY.

EXECUTIVE ENGINEER, BUILDING PROPOSALS
(EASTERN SUBURBS)

FOR
MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

CE/4930/BRES/MN

11 JAN 1989

C.C. upto 2nd slab level.

[Signature]

Executive Engineer, Building Proposals
(Eastern Suburbs)

बृहन्मंबई महानगरपालिका
MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. CE/4930/BPES/A/N-02

Office of the
Dy. Chief Engineer,
(Bldg. Proposals) (Eastern Suburbs),
6th Floor, Municipal Transport Garage Bldg.,
Behind E237 Depot,
Parsi Nagar, Ghalkonar (East)
Bombay-400 075

वद-७
EEB 198

Mari Prabhakar Satam,
Licensed Surveyor,
W/9, Shilpa, 90' Road,
Jane Guruji Nagar,
Maland (East),
Bombay-400 081.

Sub:- Occupation Permission letter for the building consisting Ground + 4 Upper floor except 3 Shops on ground floor (i.e. Shop No. 5, 6 & 7) on plot bearing C.T.S.No.845 at Bhandup (East).

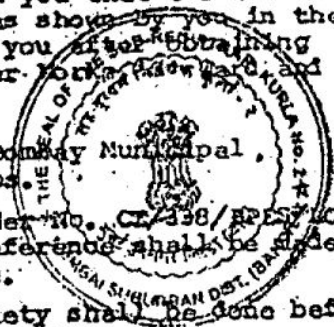
...

Ref:- Your letter No. Nil of 22/2/91.

...

With reference to the above, I have to inform you that there is no objection to your client occupying the premises as shown by you in the pink colour on the completion plans submitted by you after obtaining water connection from the Assistant Engineer Water Works and subject to the following :-

- 1) That certificate under Section 270-A of the Bombay Municipal Corporation Act shall be submitted within 3 months.
 - 2) That the compliance of this office letter under No. CE/338/BPES/A/N for layout-cum-Sub-division, of the plot under reference shall be made before asking for Building Completion Certificate.
 - 3) That the conveyance in the name of Co-op. Society shall be done before requesting for acceptance of Building Completion Certificate.
 - 4) That the Society shall be got registered within six months or asking for acceptance of Building Completion Certificate whichever is earlier.
 - 5) That the remaining work of S.W. Drain, D.P. Road portion and internal S.W. Drain arrangement shall be completed and final certificate from Executive Engineer (Roads & Storm Water Drain) (Eastern Suburbs).
- NOTE: This permission is issued without prejudice to the actions under sections 270-A, 305, 353-A of the Bombay Municipal Corporation Act.



Yours faithfully,

Executive Engineer
(Bldg. Proposals) (Eastern Suburbs.)

CE/ 4930 / BPES / A / N

7 AUG 1991

SGA.

Copy forwarded for information to Dy. Engr. M.R. Keni.

[Handwritten signature]

SHARE CERTIFICATE

Certificate No. 01 Member's Registration No. 01 No. of Shares. 10 (TEN)

Kirtida Apartment Co-Operative Housing Society Ltd.

M.D. Keni road, Bhandup (E), Mumbai - 400 042.

C.T.S. No. 845, (Part) Survey No. 71

(Registered under the Maharashtra Co-operative Societies Act, 1960)

Registration No. MUM / WS / HSG / (TC) 11024 / 2018-19

Date : 31-07-2018

This is/are to certify that Shri/Smt. RAJENDRA Y. KENI & ARVIND Y. KENI (Flat No. A/1)

is the Registered Holder of 10 (TEN) Fully Paid Up Share of Rs. FIFTY each numbered from

01 to 10 both inclusive in the Kirtida Apartment Co-operative Housing Society Ltd.

Bhandup East, Mumbai - 400 042.

Subject to Bye -laws of the Said Society.

Given under the common seal of the society on Saturday 26th January 2019



For and on behalf of

Kirtida Apartment Co-Operative Housing Society Ltd.


CHAIRMAN


HON. SECRETARY


HON. TREASURER

P.T.O.

M. N. Deshmukh

B. A., LL. B., Advocate High Court

& NOTARY

XXXXXXXXXX

DESHMUKH WADI

P. K. ROAD, MULUND

BOMBAY-400080

Phone No.5610419/5618255

Date 5.1.1989 198

TITLE CERTIFICATE

Re : In respect of a property bearing Survey No.71 CTS No. 845 admeasuring 3910.05 sq.metres situate at Bhandup Village, Bhandup East, Bombay-78 within the limits of T Ward Municipal Corporation of Greater Bombay and within the registration district and sub district of Bombay City and Suburbs and belonging to. 1) Smt.Sitabai Jagannath Patil, 2) Smt.Mathurabai R.Keni, 3) Shri Ramchandra Mahadeo Keni, 4) Mrs.Dwarkabai Ramchandra Keni, 5) Madhukar Ramchandra Keni, 6) Kum.Kirtida Madhukar Keni, (minor) 7) Deveshri M.Keni, 8) Mrs.Puspabai Dhanaji Keni, 9) Mrs.Hemlata Mohan Koli, 10) Mrs.Nandlata Sitaram Dhomse, 11) Mrs.Chandralata Jayaram Keni, 12) Miss Bhavana Ramchandra Keni, 13) Smt.Leelabai Jaywant Keni, 14) Mrs.Rajani Damodar Maik, 15) Mohan Jaywant Keni, 16) Mamta Mohan Keni, 17) Rishikesh Mohan Keni, 18) Ashok Jaywant Keni, 19) Ravindra Jaywant Keni, 20) Padma Prabhakar Keni, 21) Nalini Jaywant Keni, 22) Keshrinath Mahadeo Keni, 23) Kusum Keshrinath Keni, 24) Bharati Bhaskar Keni, 25) Anand Keshrinath Keni, 26) Devendra Keshrinath Keni, 27) Latika Keshrinath Keni, 28) Kailash Keshrinath Keni, 29) Vaishali Keshrinath Keni, 30) Vandana Keshrinath Keny, 31) Aruna Kamlakar Keni, 32) Jeetendra Kamlakar Keni, 33) Manisha Kamlakar Keni, 34) Narendra Kamlakar Keni, 35) Gajanan Kamlakar Keni, 36) Tushar Kamlakar Keni, 37) Sashikant Kamlakar Keni, 38) Yamunabai Harishchandra Bhoir, 39) Manjulabai Yeshwant Keni, 40) Shantabai Balkrishna Patil, 41) Yeshwant Hari Keni, 42) Jaywant Yashwant Keni, 43) Devidas Yashwant Keni, 44) Rajendra Yashwant Keni, 45) Prathiba Vasudeo Bhoir, 46) Anuradha Yashwant Keni, 47) Arvind Yashwant Keni, 48) Vasant Hari Keni, 49) Hirabai Kamlakar Keni, 50) Minu Vasant Keni, 51) Kalpesh Vasant Keni, 52) Jayant Vasant Keni, 53) Keshav Hari Keni, 54) Kapuna Keshav Keni, 55) Ramesh Keshav Keni, 56) Ganesh Keshav Keni, 57) Kavita Keshav Keni, 58) Janabai Ramchandra Keni, 59) Narmada Gajanan Patil, 60) Narsabai Jaywant Madavi. Nos. 15 and 8 being minors under the age of 18 years through their father and Natural Guardian Shri Madhukar Ramchandra Keni i.e. No.5 herein, Nos.16 and 17 being minors under the age of 18 years through their father and natural guardian Shri Mohan Jaywant Keni i.e. No.15, Nos.28, 29 and 30 being minors i.e. under the age of 18 years through their father and natural guardian Shri Keshrinath Mahadeo Keni i.e. No.22 herein, Nos.33, 34, 35, 36 and 37 being minors and under the age of 18 years through their mother and natural guardian Smt.Aruna Kamlakar Keni i.e. No.30 herein, Nos. 46 and 47 being minors under the age of 18 years through their father and natural guardian Shri Yashwant Hari Keni i.e. No.41 herein, No.52 being minor through her father and natural guardian Shri Keshav Hari Keni i.e.



[Handwritten signatures and initials]

[Handwritten signature]

No.53 herein,

I have caused to take the searches at the Sub Registrar's Office at Bandra and Bombay for the investigation of title of the above referred property of the above referred owners. The search report does not disclose any encumbrances of whatsoever nature on the said property. The said property is entrusted by all the owners in the hands of Shri Madhukar Ramchandra Kené who is one of the family member. AND WHEREAS since the said property is an ancestral property and belonging to the Hindu Undivided family and since there exists a real legal necessity for which the same is being developed and disposed off, and as such relying upon the said declarations made for and on behalf of the minors in the families by their respective fathers and natural guardians and since the developers have already obtained the N.O.C. to develop the said property from the Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act of 1976 and since the plans for the construction of the said building are also sanctioned by the B.M.C, in my opinion the title of the said property is clear, marketable and free from all encumbrances.

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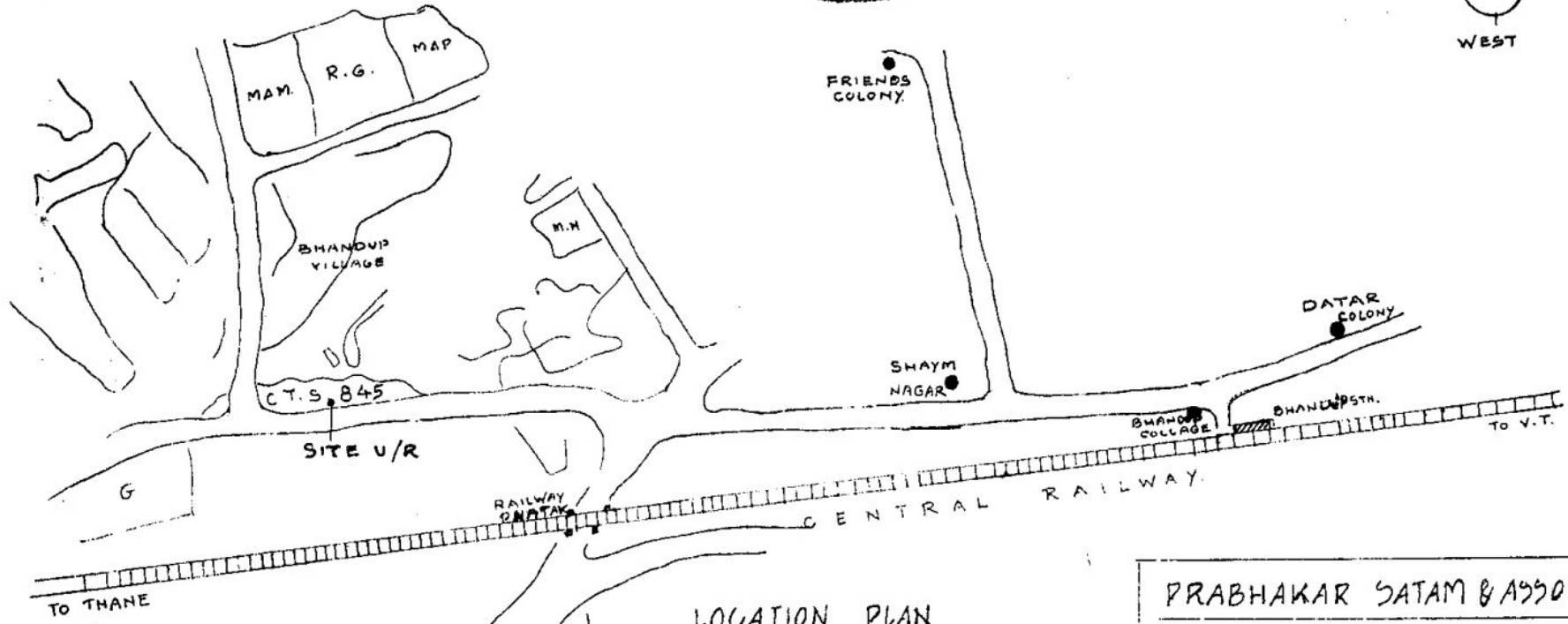
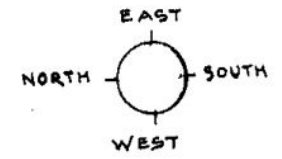
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Sd/-
M.N. DESHMUKH
ADVOCATE HIGH COURT &
NOTARY.





LOCATION PLAN

PRABHAKAR SATAM & ASSOCIATES

ARCHITECT INT. DESIGNERS.

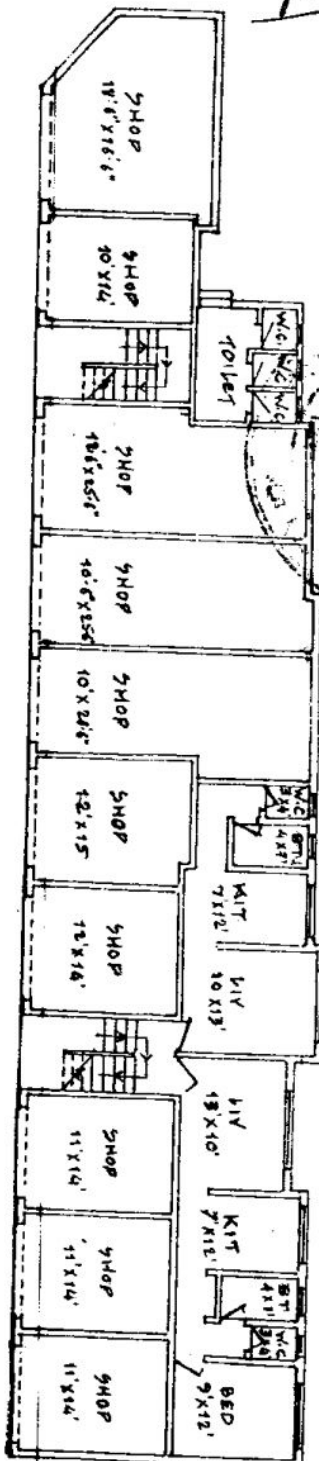
A-9, SHILPA, 90 FT. RD. SANE GURUJI
NAGAR, MUMUND (E) BOMBAY-400081.

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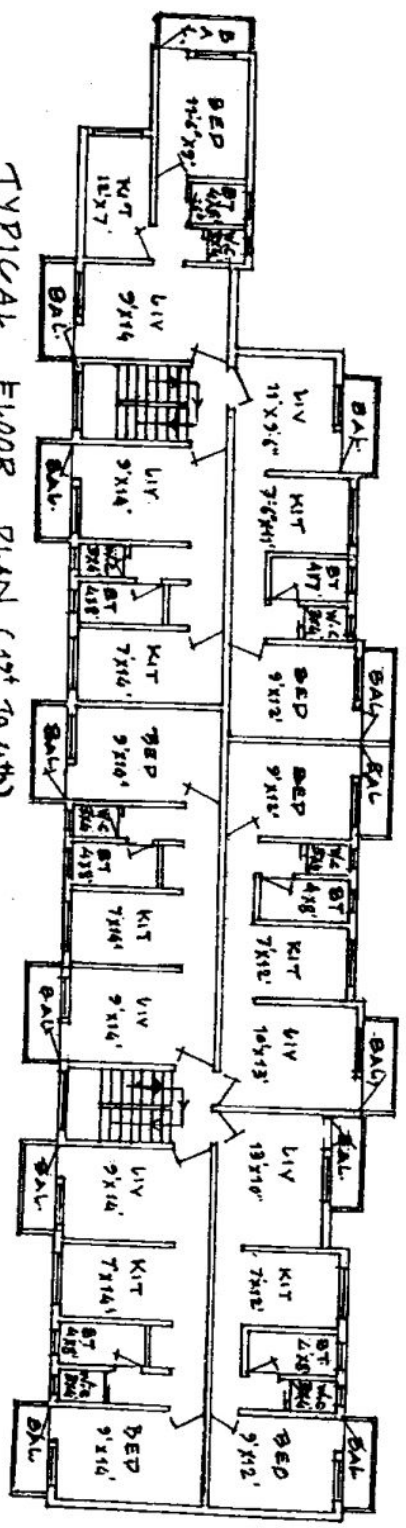
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GROUND FLOOR PLAN

SCALE = 1/8" = 1'-0"



TYPICAL FLOOR PLAN (1st to 4th)

PRABHAKAR SATAM
 & ASSOCIATES
 ARCHITECT, INTERIORS DESIGNERS,
 A-2, SHIVRA STANE GURUJI
 NAGAR, MUMBAI (E)
 BOMBAY 400 084.

KIRTIDA APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD.,

Registration No. MUM/WS/HSG/(TC)/11024/2018-19 dated 31/07/2018

Sr. No.	Flat No.	Name of The Flat Owner	Built Up Area in Sq. fts	Stamp Duty Paid	Document No.	Registration Fee Paid
1	2	3	5	6	7	
1.	A-1	Mr. Rajendra Yeshwant.Keni Mr. Arvind Yeshwant Keni	498.375	10		
2.	A-2	Mr. Madhukar Ramchandra Keni Mr. Krushnendra Madhukar Keni	483.75			
3.	A-3	Mr. Ramesh Namdeo Patil Mrs. Shilpa Ramesh Patil	412.25			
4.	A-4	Smt. Kusum Kesarinath Keni	483			
5.	A-5	Mr. Aruna Kamalakar Keni	412.25			
6.	A-6	Mr. Sukhadev Kondiba Bangar	412.25	8350		4970
7.	A-7	Mr. Ashok Jaywant Keni Mr. Ravindra Jaywant Keni Smt. Nayna Mohan Keni	483			
8.	A-8	Mr. Ramesh Keshav Keni Mr. Ganesh Keshav Keni Kavita Keshav Keni	412.25			



File

9.	A-09	Mr. Madan Sajana Kalbate	412.25	100	BDR-14-2579-2011	4050
10.	A-10	Mr. Ramesh Keshav Keni	483			
11.	A-11	Smt. Shobha Damu Patil Mr. Yogesh Damu Patil	483.85	7420		
12.	A-12	Mr. Chandrakant Dhondu Lanjekar	412	1145		895
13.	B-3	Mr. Madhukar Ramchandra Keni Mr. Krushnendra Madhukar Keni	544.75			
14.	B-4	Mr. Madhukar Ramchandra Keni Mr. Krushnendra Madhukar Keni	506.75			
15.	B-5	Mr. Rahul Jagannath Bhoir	406			
16.	B-6	Dr. Rishikesh Shashikant Bhatti	406	62600	BDR-7-90-2008	16380
17.	B-7	Mr. Mahendra Ramchandra Deokar	544.75	29950	BDR14-01323-2006	9540
18.	B-8	Mr. Surendra Vitthal Raut	506.75			
19.	B-9	Mrs. Vijayalaxmi Suryakant Sinkar	513	7500	BDR3-1475-1995	4190
20.	B-10	Mr. Prakash Shankar Ranjane	552.25	200	KRL3-1664-2013	1000
21.	B-11	Smt. P. A. Dudwala	544.75	105100	BDR7-06639-2011	25120
22.	B-12	Mr. Jagdish Laxman Sawant	507	13850	BDR3-3855-2000	5965
23.	B-13	Smt. Chamelidevi Chandresh Singh	513			1330
24.	B-14	Mrs. Lata Shamrao Kadam	552.25	20750	BDR3-9824-2001	7075
25.	B-15	Mrs. Vrushali Manohar Rane	544.75	6660		
26.	B-16	Mr. Sadanand S. Majalkar	506.75	2680		1720
27.	B-17	Mr. Suryakant Dhondu Dhavale	513	18800	BDR7-07202-2002	6940



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38.	Shop No. 10	Mrs. Aruna Kamlakar Keni	180			
39.	Shop No. 11	Smt. Kusum Kesarinath Keni	180			
40.	Shop No. 12	Mr. Vinod Kumar Shrimali	180			



File



QUEST. 1
File
File



- 2 -

Madhavi Madhukar Keny, (2) b. Smt. Leelabai Jaywant Keny,
b. Mrs. Rajani Damodar Naik, c. Mohan Jaywant Keny, d. Mamta
Mohan Keny, e. Rishikesh Mohan Keny, f. Ashok Jaywant Keny,
g. Ravindra Jaywant Keny, h. Padma Prabhakar Keny, i. Nalimi
Jaywant Keny, (3) a. Keshrinath Mahadeo Keny, b. Kusum Keshri-
nath Keny, c. Bharti Bhaskar Keny, d. Anant Keshrinath Keny,
e. Devendra Keshrinath Keny, f. Latika Keshrinath Keny, g.
Kailash Keshrinath Keny, h. Vaishali Keshrinath Keny, i.
Vandana Keshrinath Keny, (4) a. Aruna Kamlakar Keny, b.
Jetendra Kamlakar Keny, c. Manisha Kamlakar Keny, d. Narendra
Kamlakar Keny, e. Gajanant Kamlakar Keny, f. Tushar Kamlakar
Keny, g. Shashikant Kamlakar Keny. ~~XXXX XXXXXXXXXX XXXX XXXX~~
~~XX JAYWANT YASHWANT KENYX XX DEVDAS YASHWANT KENYX XX RAJENDRA~~
~~YASHWANT KENYX XX PRATIBHA YASUDA B~~ (5) a. Vasant Hari Keny,
b. Hirabai Vasant Keny, c. Mina Damodar Pawar, d. Kalpana
Paras Keny, e. Jayashri Vasant Keny, (6) a. Keshav Hari Keny,
b. Karuna Keshav Keny, c. Ramesh Keshav Keny, d. Ganesh Keshav
Keny, e. Kavita Keshav Keny, all Hindus, Indian Inhabitants of



Bombay, hereinafter called the confirming parties (which term and expression shall unless it is repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the THIRD PART.

WHEREAS the parties hereto are the joint owners in respect of a plot of land bearing C.T.S. No. 845 S.No. 71 admeasuring 4495.55 sq.metres situate lying and being at Bhandup Village, Bhandup East, Bombay No 400 0/8 and more particularly described in the schedule hereunder written. Hereinafter for brevity's sake referred to as " the said property ". AND WHEREAS the parties of the second and third part herein have given the development rights in respect of the said plot of land to the party of the first part herein who is also one of the Co-owners of the said property. AND WHEREAS in exchange of the said development rights and the 1/7th undivided right, title, interest and share of the party of the first part has agreed to give to the party of the second parts herein one shop adm. ~~155.315~~ ^{155.315} sq.ft. and one residential flat admeasuring 498.375 sq.ft. both free of cost and on ownership basis. AND WHEREAS the said property which is totally adm. about 4495.55 sq.mtrs valued at Rs. 29,25,186.50 @ Rs. 748.12 per sq.mtrs which is a market value, taking into consideration the low lying area and the slums by which it is surrounded. AND WHEREAS the one seventh price of the said plot of land (which is said to be the share of the parties of the second part herein in the said plot of land) comes to Rs. 4,17,884/- as per the valuation of the said 1/7th share at the aforesaid rate. AND WHEREAS the cost price of the shop premises and the residential accommodation referred to hereinabove agreed to be allotted by the party of the first part herein to the parties of the second part comes to Rs. ~~4,17,884.57~~ as per prevalent market value calculated @ Rs. 1237 /- per sq.ft. for the shop and Rs. 453 /- per sq.ft. for the residential flat situate in the said locality. AND WHEREAS the party of the first part has agreed to allot the above referred shop and the residential premises to the parties of the second part herein as against of the parties of the second part herein releasing and relinquishing and conveying all their 1/7th right, title, interest and share in the said property in favour of the party of the first part herein. AND



WHEREAS the said valuation has been worked out by the Architects and valuers M/s. Prabhakar Satam & Associates and as such the price consideration which is being paid in terms of aforesaid shop and the flat to the parties of the second part herein as against their 1/7th share in favour reasonable and the parties of the second part have accepted the same voluntarily.

AND WHEREAS it is agreed that as against of the parties of the second part herein releasing and relinquishing all their right, title, interest and share of the said property in favour of the party of the first part, the party of the first part has become entitled to deal with and dispose of the other shop premises, flats, parking spaces, garages and other advantages appertaining to the said property in such manner as he may deem fit and proper. AND WHEREAS the party of the first part states, declares and confirms that the said shop and the flat premises allotted by him to the parties of the second parts have not been sold, conveyed or agreed to be sold and conveyed to any other person. AND WHEREAS the parties of the second part herein states, declares and confirms that they have also not dealt with their rights in respect of their 1/7th right, title and interest in respect of the said property in any manner whatsoever. The values in respect of the respective properties exchanged between the parties hereto ~~are since exceeding~~ ~~are since exceeding~~ ~~are since exceeding~~ are since exceeding Rs. 2 lakhs both the parties hereto agrees and undertakes to obtain the I.T.C. certificate under section 230 A of the Income Tax Act. AND WHEREAS the plans in respect of the said property are duly approved by the BMC vide its No. CE/4930/BPES on 23.8.1988 and the party of the first part has become entitled to develop the same as per the agreement of development dated 16.4.1985 duly executed by the parties of the second part and the confirming parties hereto. AND WHEREAS in pursuance of the said development agreement the party of the first part has agreed and undertaken to develop the said property. AND WHEREAS the parties of the second and third part herein have given a general power of attorney in favour of the party of the first part herein in order to enable him to deal with, dispose off and

M. N. J.
NOTA
BOMB.

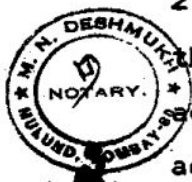
proper, however subject to his (party of the first part) allotting the above referred shop premises and the residential flat in favour of the parties of the second part herein free of cost and what is popularly known as " ownership basis " and also in the similar fashion have entered into such separate agreements with the confirming ~~parties~~ parties herein which is recorded by separate documents. AND WHEREAS the parties of the second part herein state and declare that on the execution of this agreement and because of the allotment of the above referred shop premises and the residential flat, their undivided right, title, interest and share in the said property is deemed to have been released and relinquished in favour of the party of the first part herein.

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

1. The party of the first part shall construct the said building consisting of ground and four floors on the said land in accordance with the plans, designs specification approved by the Municipal Corporation of Greater Bombay and which have been seen and approved by the parties of the second part with only such variations and modifications as the party of the first part may consider necessary or as may be required by the Municipal Corporation of Greater Bombay or by the Government to be made in them or any of them for which the parties of the second part hereby gives consent.

2. The parties of the second part hereby agrees to acquire from the party of the first part and the party of the first part hereby agreed to allot flat No. A-1 on the ~~ground~~ ^{FIRST} floor of built up area adm. 498.375 sq.ft. and shop No.3 on the ground floor of built up area adm. 155.315 sq.ft. (which is inclusive of the area of balconies) as shown in the floor plan thereto hereto annexed and marked Exhibit ' '. The percentage of undivided interest in common areas facilities, if any, pertaining to the premises shall be _____ and _____ respectively.

3. The party of the first part hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Municipal



Corporation of Greater Bombay at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the parties of the second part, obtaining from the Municipal Corporation of Greater Bombay, occupation and or completion certificate in respect of the said premises.

4. The parties of the second part have prior to the execution of this agreement satisfied himself/themselves about the title of the first part to the said property and the parties of the second part and no requisitions or objections whatsoever shall be raised on any matters relating thereto. A copy of the certificate of title issued by Shri M.N. Deshmukh, Advocate and Notary with regard to the title of the owners/Builders to the said property is hereto annexed as Exhibit 'A'.

5. The party of the first part hereby declare that the floor space Index available in respect of the said land is 1(one) i.e. equivalent to 1980.61 sq.mtrs only and that no part of the said floor space Index has been utilised by him elsewhere for any purpose whatsoever. If at any time prior to or even after the execution of the Conveyance/Assignment of lease the Floor Space Index at present applicable to the said land is increased such increase shall ensure for the benefit of the party of the first part alone, without any rebate to the parties of the second part.

6. The party of the first part hereby agree that they shall, before handing over possession of the premises to the parties of the second part and in any event before execution of a Conveyance/Assignment of lease of the said land in favour of a corporate body to be formed by the parties of the second part of flat/shop/commercial premises/garages/open spaces in the building to be constructed on the said land (hereinafter referred to as " the said society "/" the limited company ") ensure that the said land is free from all encumbrances and that the original owner have absolute, clear and marketable title to the said land so as to enable them to convey to the said Society/Limited Company such absolute, clear and marketable title to the said land as as is enable them to on the



execution of the conveyance of the said land by the party of the first part in favour of the said Society/Limited company.

7. The parties of the second parts shall pay to the party of the first part a sum of Rs. 750/- (Rupees seven hundred fifty only) being the legal costs of these presents before taking possession of the premises or within a week from the date of demand made by the party of the first part in that regard whichever is earlier. In addition to the aforesaid payment the parties of the second part shall also keep deposited with the party of the first part the following amount before taking possession of the said premises.

- a. Rs. 260/- for Share money, Entrance fee of the society.
- b. Rs. _____ for Municipal taxes.
- c. Rs. _____ for Maintenance of premises.
- d. Rs. _____ for Water charges and deposit.
- e. Rs. _____ for Electricity deposits.
- Rs. _____ TOTAL DEPOSIT.

These sum of Rs. _____/- being the payment in respect of the outgoing of the said premises of six months provisionally calculated at the rate of Rs. _____/- per month or at such increased rate as may be decided by the party of the first part.

8. On the parties of the second parts committing breach of any of the terms and conditions therein contained the party of the first part shall be entitled at his own option to terminate this agreement and forfeit the money paid by the parties of the second parts under this Agreement.

9. The above deposits mentioned in Clause No. 7 and hereinabove shall be transferred by the party of the first part to the society on transfer of the said property. If at any time the amount paid and deposited by the parties of the second parts shall be found short or insufficient the parties of the second part shall immediately on demand by the party of the first part deposit with the party of the first part such further amount as may be demanded.

10. The fixtures, fittings and amenities to be provided by the party of the first part in the premises and the said building are those that are set out in Annexure _____ annexed hereto.



11. The parties of the second part shall take possession of the premises within seven days of the party of the first part giving written notice to the parties of the second part intimating that the said premises are ready for use and occupation.

12. Provided that if within a period of three years from the date of handing over the premises to the parties of the second part, the parties of the second part brings to the notice of the party of the first part any defect in the premises or the building in which the premises are situated or the materials used therein or any unauthorised change in the construction of the said building then, whenever possible such defects or unauthorised changes shall be rectified by the party of the first part at their own cost. Provided further that in respect of defects or unauthorised changes brought to the notice of the party of the first part at the expiry of aforesaid period of three years, the parties of the second part alongwith other flat/shop/commercial premises/garage/open space purchaser/s in the said building shall not be entitled to receive from the party of the first part compensation for such defects or changes.

13. The parties of the second part shall use the said premises or any part thereof or permit the same to be used for the purpose of residence/office/garage/commercial only and shall not use the premises for any purpose other than residence/office/commercial.

14. The parties of the second part alongwith the other purchasers of premises in the building shall join in forming and registering a co-operative society or a Limited company to be known by such name as the party of the first part may decided (hereinafter referred to as " the society "). After completion of the building and after all the flat/shop/commercial premises/garage/open spaces in building including any additions thereto including additions of further upper floors or storeyes, shall have been allotted and disposed and after the party of the first part have received the full and final amount of the purchase price of all the premises and all other amounts payable

by the purchasers of all the premises in the said building under their respective agreement and after the parties of the second part have strictly complied with all the terms and conditions of their respective agreements with the party of the first part shall admit the parties of the second part as members of the said co-op. society notwithstanding the parties of the second part admitted as the member of the said land and building is transferred, assigned and conveyed by the party of the first part of the said society.

15. The parties of the second part alongwith other purchasers of flat or other space and garages and/or car parking places in the building shall join in forming and registering the society or Limited company to be known by such name as the Builders/flat/shop/commercial premises/garage/open space purchaser/s may decide and for this purpose he/she/they also from time to time sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and registration of the society or Limited company and/or becoming a member, including the Bye-laws of the proposed society and duly fill in, sign and return to the Builders within seven days of the same being forwarded by the party of the first part to the parties of the second part. No objection shall be taken by the parties of the second part if any changes or modifications are made in the draft Bye-laws or the Memorandum and/or article of association, as may be required by the Registrar of co-op. societies or the Registrar of companies, as the case may be, or any other competent authority.

16. Commencing a week after notice is given by the party of the first part to the parties of the second part that the premises are ready for use and occupation the parties of the second part shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, pumpman, watchman etc. 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 building transferred to it, the parties of the second part shall pay to the party of the first

part such proportionate share of outgoings as may be determined. The parties of the second part further agrees that till the parties of the second part shall pay to the party of the first part provisionally monthly contributions of Rs. _____/- per month towards the outgoings. The amounts so paid by the parties of the second part to the party of the first part shall not carry any interest and remain with the party of the first part until a Conveyance/Assignment of Lease is executed in favour of the society or limited company as aforesaid, subject to the provisions of section 6 of the said Act, on such Conveyance/Assignment of Lease being executed, the aforesaid deposits (lease deductions provided for in this agreement) shall be paid and or transferred by the Builders to the society or the limited company, as the case may be. The party of the second parts undertakes to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

17. The party of the first part shall utilise the sum of Rs. _____/- for meeting all legal costs, charges and expenses including professional cost of the Advocate/agents of the party of the first part in connection with the formation of the society or as the case may be limited company, preparing its Rules, Regulations and Bye-laws and the cost of preparation and engrossing this agreement and the conveyance.

18. The parties of the second part hereby agree/s to pay on demand the flat/shop/commercial premises/garage/open space purchaser's share of stamp duty and Registration charges payable if any, by the said society or limited company on the conveyance or any documents or instrument or transfer in respect of the said land and the building to be executed in favour of the society or limited company.

19. The party of the first part hereby declare that the said land is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

20. The parties of the second part shall from the date of possession, maintain the premises the parties of the second part own cost in good tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the premises, staircases or common passages, which may be against the rules, regulations or Bye-laws of the concerned local or any other authority or shall the parties of the second part change alter or make addition in or to the said premises or the building or any part thereof.

21. The parties of the second part shall not store in the said premises any goods which are of hazardous, combustible, dangerous nature or so heavy as to damage the construction or structure of the building or are objected to by the concerned local authorities and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the building including entrance of the premises and the parties of the second part shall be liable for the consequences of breach of this clause.

22. The parties of the second part shall at his/her/their own cost carry out all internal repairs of the said premises and maintain it in the same conditions, state and order in which it is delivered to the parties of the second part and shall not do or suffer to be done anything in or to the said building or the said premises which may be against the rules and regulations and bye-laws of the local authority or other public authorities and the parties of the second part shall be responsible to the concerned local authority and/or other public authorities for anything so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

23. The parties of the second part shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time make or cause to be made any addition or alteration of whatsoever nature to the said premises or any part thereof nor any alteration in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewers, drains,



pipes in the said premises and appurtenances thereto in good tenable repair and conditions and in particular so as to shelter and protect the owner's part of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. piers or other structural members in the said premises without the prior written permission of the party of the first part and/or the society or the Ltd company.

24. Provided that the party of the first part may make alteration in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the parties of the second part.

25. The parties of the second part shall insure and keep insured the said premises against loss or damage by fire to the full value thereof in the joint names of the party of the first part with such insurance company as the party of the first part shall determine, till the property is transferred to the parties of the second part the policy or policies of such insurances and the receipts for the last premium for the same and in the event of the said premises being damaged or destroyed by fire, utilise the insurance money for the repair, reconstruction, re-building required by the party of the first part. The parties of the second part shall pay their proportionate share of the insurance premium to the party of the first part.

26. The parties of the second part shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and building or any part of the said land and building or whereby any increased premium shall become payable in respect of the insurance.

27. The parties of the second part shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and building.

28. In case any security deposit is demanded by the concerned local authority or the Government for the purpose of giving water

connection, electricity connection etc. to the said building such deposits shall be payable by the parties of the second part along with all the purchasers of the flats/shop/commercial premises/garages/open spaces in the said building. The parties of the second part agree/s to pay to the party of the first part within _____ day of demand his/her share of such deposits.

29. The development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or building shall be borne and paid by the parties of the second part alongwith all the purchasers of the flat/shop/commercial premises/garages/open spaces in the building in proportion to the floor area of their respective premises.

30. The parties of the second part and/or the party of the first part shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the party of the first part and/or society may require for safeguarding the interest of the party of the first part and/or the parties of the second part and the other purchasers of the said premises in the said building.

31. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises of the said plot and building or any part thereof. The parties of the second part shall have no claim save and except in respect of the premises hereby agreed to be sold to him/her/them and all open spaces parking spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the party of the first part, until the said land and building is transferred to the Society limited company as hereinabove mentioned.

32. The parties of the second part shall not let, sub-let transfer, assign or part with their interest or benefit of this agreement or part with possession of the said premises until all the dues payable by them to the party of the first party under this agreement are fully paid-up and only if the parties of the second part had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until he/she/they obtain previous

consent in writing of the party of the first part.

33. The parties of the second part 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/shops/commercial premises/garages/open spaces therein and for the observance and performance of the building rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The flat/shop/commercial premises/garages/open space therein and for the observance and performance of the building rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The parties of the second part shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

34. The parties of the second part are aware that the said land and premises referred to in these presents as the "said property" belongs to the joint family consisting of all the parties hereto the party of the first part have informed the parties of the second part that on completion of the said building and on the parties of the second part paying to the party of the first part all money due to him under these premises, the party of the first part shall cause the said society to admit the parties of the second part as its members and to confirm the allotment of the said flat/shop agreed to be allotted by virtue of this agreement.

35. The parties of the second part shall on being admitted as a member by the said society or corporate body be bound by the Bye-laws rules and regulations of the said society in force from time to time as also the various Resolutions passed by the



society prior to the admission of the parties of the second part as the member of the said society.

36. Any delay tolerated or indulgence shown by the party of the first part in enforcing the terms of this agreement or any forbearance or giving time to the parties of the second part by the party of the first part shall not be construed as a waiver on the part of the party of the first part of any breach or non-compliance of any of the terms and conditions of this agreement by the parties of the second part nor shall the same in any manner prejudice the rights of the party of the first part.

37. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of this agreement as well as the conveyance and other documents and formation, registration or incorporation of the co-operative society or as the case may be the limited company shall be borne, shared and paid by all the purchasers/allottees of the flat/shop/commercial premises/garage/open spaces in the said building in proportion to the purchase price/value of their respective flats/shops/commercial premises/garages/open spaces or other spaces and/or paid by such co-operative society or as the case may be the limited company. The parties of the second part shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the party of the first part will attend such office and admit execution thereof.

38. All notices to be served on the parties of the second part contemplated by this agreement shall be deemed to have been duly served if sent to the parties of the second part by Registered post A.D. at his/her/their address specified below :-

viz. _____

A. DESHMUKH

39. The parties of the second part shall permit the party of the first part and their surveyors workers and agents with or without workmen and others, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the sale and condition thereof.

40. If any question or difference whatsoever shall arise between the parties hereto or their representatives or between one of the parties hereto and the representative of the other or others of them touching this agreement or any matter or thing contained or construed therefore as to any matter in any way connected herewith or arising thereof or the operation thereof or the rights and liabilities of either parties herein in any such case the matter of difference shall be governed and subject to the provisions of Indian Arbitration Act, 1940 (Act X of 1940) or any statutory modifications or reenactment thereof for the time being in force.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece or parcel of land bearing C.T.S. No. 845 survey No. 71 admeasuring 4495.55 sq.metres situate lying and being at Bhandup Village, Taluka Kurla, District Bombay Suburban and within the Registration District and Sub-district of Bombay City and Suburbs and within the limits of Municipal Corporation of Greater Bombay.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE)
WITHIN NAMED SHRI MADHUKAR RAMCHANDRA)
KENY, PROPRIETOR OF M/s.M.K. DEVELO-)
PERS, THE PARTY OF THE FIRST PART IN)
THE PRESENCE OF.....)



SIGNED, SEALED AND DELIVERED BY THE)
 WITHIN NAMED a. YESHWANT HARI KENY,)
 b. JAYWANTI YESHWANT KENY)
 c. DEVDAS YESHWANT KENY)
 d. RAJENDRA YESHWANT KENY)
 e. PRATIBHA VASUDEO BHOIR)
 f. ANURADHA YESHWANT KENY)
 g. ARVIND YESHWANT KENY, THE TRANS-)
 FEREEES, THE PARTY OF THE SECOND PART)
 IN THE PRESENCE OF.....)

) यशवंत हरी किनी
) से. जयवती य. किनी
) देवदास
) राजेंद्र
) से. प्रतिभा वासुदेव भोईर
) अनुराधा
) A. V. K. K.

SIGNED, SEALED AND DELIVERED BY THE)
 WITHIN NAMED (1)

a. SHRI RAMCHANDRA MAHADEO KENY)
 b. MRS. DWARKABAI RAMCHANDRA KENY)
 c. SHRI MADHUKAR RAMCHANDRA KENY)
 d. KIRTIDA MADHUKAR KENY (MINOR))
 e. DEVESHRI MADHUKAR KENY)
 f. PUSHPABAI DHANAJI KENY,)
 g. HEMLATA MOHAN KOLI)
 h. NANDALATA SITARAM DHOMSE)
 i. MRS. CHANDRALATA JAYARAM KENY)
 j. BHAVANA RAMCHANDRA KENY,)
 k. MRS. MADHAVI MADHUKAR KENY,)

) श्री रामचंद्र महादेव केली
) से. दारुका रामचंद्र किनी
) श्री मधुकर
) किरति
) देवश्री
) पुष्पा धनाजी केणी
) H. M. Koli
) से. नंदा सिताराम धोमसे
) चंद्रलता जे. केणी
) भवना
) माधवी मधुकर केली

(2) a. SMT LEELABAI JAYWANT KENY)
 b. MRS. RAJANI DAMODAR NAIK)
 c. MOHAN JAYWANT KENY)
 d. MAMTA MOHAN KENY)
 NAINA MOHAN KENY.
 e. RISHIKESH MOHAN KENY)
 f. ASHOK JAYWANT KENY)
 ASHWINI ASHOK KENY.
 g. RAVINDRA JAYWANT KENY)
 h. PADMA PRABHAKAR KENY)
 i. NALINI JAYWANT KENY)

) 2 जनी
) मां डल जयवंत केणी
) नयना मोहन केणी
) मोहन जयवंत केणी
) रवि
) आ. अ. केणी
) रवि
) पद्मा प्रभाकर केणी
) नालिनी जयवंत केणी
) केशरीनाथ महादेव किनी

(3) a. KESHVINATH MAHADEO KENY)
 b. KUSUM KESHVINATH KENY)
 c. BHARTI BHASKAR KENY)
 d. ANANT KESHVINATH KENY)

) भारती भास्कर केणी
) A. K. K.



BOMBAY DTD THIS DAY OF DEC, 1989

B E T W E E N

SHRI MADHUKAR RAMCHANDRA KENY

.. FIRST PART

SHRI YESHWANT HARI KENY
AND OTHERS

.. TRANSFEREES

A N D

SHRI RAMCHANDRA MAHADEO KENY
AND OTHERS

.. CONFIRMING PART

DEED OF TRANSFER

Shri M.N. Deshmukh,
Advocate High Court & Notary,
Deshmukhwadi, P.K. Road,
Mulund West, Bombay - 400 080
Tel. 5610419/5618255.