

Owner:

Kanfileel D Shal

AGREEMENT

Chandambala Flat 2001

1. Agreement Copy
2. Share Certificate Copy
3. O.C. Copy

CERTIFICATE NO.

112

SHARE CERTIFICATE

MEMBER'S REG. NO.

112

WALKESHWAR CHANDANBALA CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under Section 9 (1) of the Maharashtra Co-operative Societies Act, 1960 and the Maharashtra Act, No. XXIV of 1961)

Registered Office:

4, Ratilal R. Thakker Marg, off Ridge Road, Malbar Hill, (Walkeshwar), Bombay - 400 006.
(REGISTRATION NO. BOM/HSG/5543 OF 1978)

AUTHORISED SHARE CAPITAL Rs. 5,57,000 (FIVE LAKH FIFTY SEVEN THOUSAND)
(Divided into 11,140 Shares of Rs. 50/- each)

This is to Certify that Shri. Kamal Lal. Dalchand Shah

of Bombay Flat No 202 is/are the Registered Holder (s) of Five (5) shares of Rupees Fifty (Rs. 50) each numbered from 556 to 560 both inclusive, in Walkeshwar Chandanbala Co-operative Housing Society Limited, Bombay subject to the Bye-laws of the said Society, and that upon each of such shares the sum of Rupees Fifty has been paid.

Given under the common Seal of the said Society at Bombay this 26 day of September 1975.



H. N. ...
Committee Member

[Signature]
Hon. Secretary

[Signature]
Chairman

479
CERTIFIED TRUE COPY (u)

for no 24/728
Ex. Eng. Bldg. Proposals

No. EB/4321/A

Dated: 21.1.1978.

To
Shri N.A. Barai,
Architect,
36 Dalal Street,
Lentia Chambers, Fort,
Bombay-1.

Ex. Eng. Bldg. Proposals-Z-I
"E" Ward Municipal Office,
3rd Floor, 16-18, Balfour Road,
Byculla, Bombay-40008.

Sub: - Proposed building on plot C.S.No. 253,
Winter Road - 'Chandanbala'.

Sir,

WITHOUT PREJUDICE

By the direction of the City Engineer, I have to inform you that there is no objection to occupy the above building for ground to 20th floor only, subject to the following conditions -

- 1) Complete open spaces should be paved before applying for occupation of 21st floor or occupation for other buildings in the compound.
- 2) Covered car parking should be got approved/regularised before applying for further occupation.
- 3) Amalgamation of plot and registered undertaking for not to sub-dividing the plot shall be submitted before further occupation.
- 4) Dust bin should be provided within 15 days of the occupation.
- 5) Temple and 21 storey should be got approved officially by complying condition No. 3 within one month of the occupation.
- 6) Certificate under section 270-A should be submitted within 15 days.

This occupation is granted without prejudice to the right of the Bombay Municipal Corporation for taking any action deemed fit including action under section 353-A/471 and 472 of the Bombay Municipal Corporation Act forfeiting of the security deposit if any of the above conditions are not complied with within the stipulated period.

Yours faithfully,

Sd/-
Executive Engineer
Building Proposals

Copy to: 1) The Owner: C/o Architect.
2) A.E. (B&F) D. Ward (3) B.B. (V)
5) A.A. & C.D. Ward.

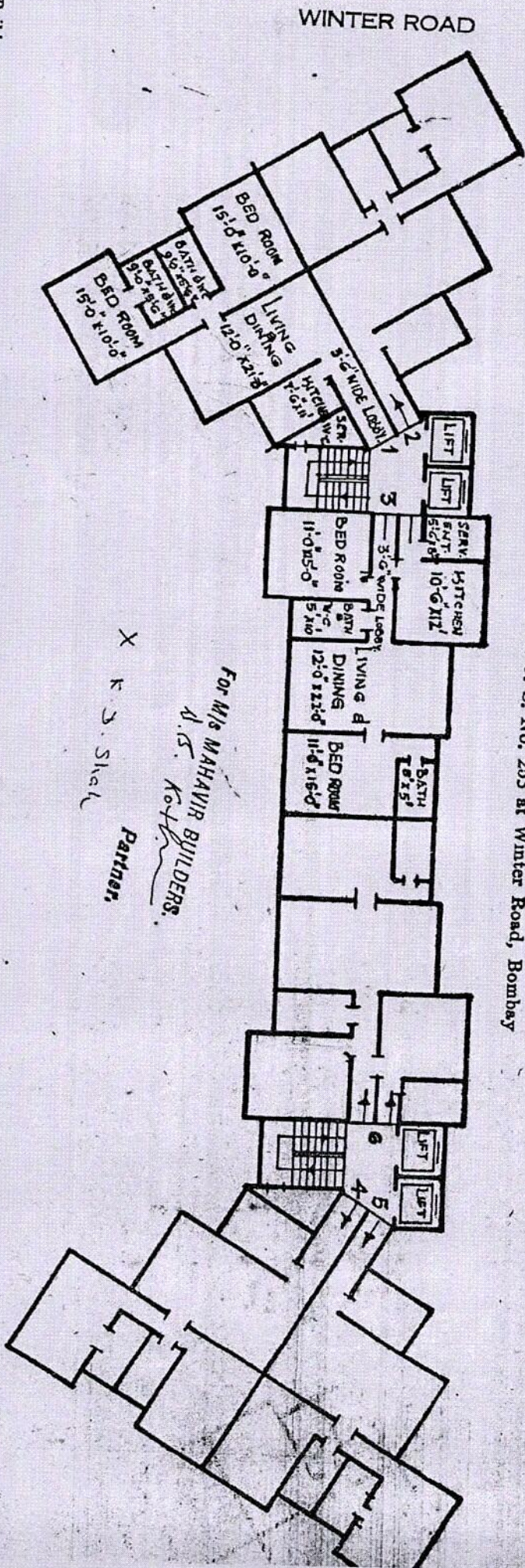
Copy of the documents issued under
R.O. 05 by office of A.E. (B&F) (iv)

CERTIFIED TRUE COPY

Sd/-
Executive Engineer Building Proposals (City)

PROPOSED BUILDING
"CHANDAN BALA"
 CO-OPERATIVE HOUSING SOCIETY

on O. S. No. 253 at Winter Road, Bombay

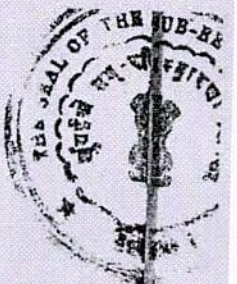


For M/s MAHAVIR BUILDERS,
 D. S. Kothari
 Partner,
 X K S. Shah

Builders
MAHAVIR BUILDERS
 Typical Floor Plan,
 Scale 1/16" = 1"

RIDGE ROAD

Architect
S. H. SHIVDASAI
 DESIGN ASSOCIATE
 12, Bell Lane, Fort, Bombay



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CARPET AREA OF SMALL FLATS

Living Room	21'0"	X	12'0"	-	252.00	Sq. ft.
Bed Room	15'0"	X	10'0"	-	150.00	" "
Bath Room	9'0"	X	5'6"	-	49.50	" "
Bed Room	15'0"	X	10'0"	-	150.00	" "
Bath Room	9'0"	X	5'6"	-	49.50	" "
Kitchen	7'6"	X	11'0"	-	82.50	" "
Pass Age	15'0"	X	3'6"	-	57.50	" "
" "	11'4"	X	3'0"	-	34.00	" "
<u>Total</u>					825.00	Sq. ft.

CARPET AREA OF BIG FLATS

Living Room	22'0"	X	12'0"	-	264.00	Sq. ft.
Bed Room	11'0"	X	15'0"	-	165.00	" "
Bath Room	5'0"	X	10'0"	-	50.00	" "
Bed Room	11'0"	X	15'0"	-	165.00	" "
Bath Room	8'0"	X	5'0"	-	40.00	" "
Kitchen	10'6"	X	12'0"	-	126.00	" "
Servent Room	5'6"	X	8'6"	-	46.75	" "
Lobby	5'10"	X	3'0"	-	17.49	" "
Lobby	16'8"	X	3'6"	-	58.34	" "
Lobby	2'8"	X	5'4"	-	14.23	" "
<u>Total</u>					946.81	Sq. ft.



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THIS AGREEMENT made at Bombay this day
of One thousand nine hundred and seventy-one BETWEEN
MESSRS. MAHAVIR BUILDERS a registered Partnership firm
carrying on business as Builders and having its office at 5A, K.
M. Jhaveri Road, "Mahavir" 4th floor, Bombay-4 hereinafter
called "the Vendors" (which expression wherever the context so
requires shall mean and include their successors and assigns) of
the one part AND Shri/Smt./Sarvashri
residing at

having his/her/their address at

hereinafter called "the Purchaser/s" (which expression shall in-
clude his/her/their executors, administrators, successors or assigns)
of the other part WHEREAS the Vendors are constructing a build-
ing or buildings and structure or structures on the leasehold plots
of land bearing New Nos: 16396 and 2710, Collector's No. 7220
in Rent Rolls, New Survey Nos. 1/7184 and 2/7184 (1) and Cad-
astral Survey No. 253 of Malbar Hill and Cumballa Hill Division
situate at Winter Road, Bombay admeasuring 9198.24 square met-
res or thereabouts and more particularly described firstly and
secondly in the Schedule hereinafter written (hereinafter referred
to as "the said lands") and which building or buildings or struc-
ture or structures is or are to be called and known as "Chandan

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Bala" (hereinafter referred to as "the said building") AND WHEREAS the Vendors will sell the Flats and the Motor Garages in the said building on ownership basis with a view that the owners of the said Flats and/or Motor Garages shall join in forming a Co-operative Housing Society in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sales, Management and Transfer) Act, 1963 or an Association of Apartment Owners under the Maharashtra Apartments Ownership Act (Maharashtra Act IV of 1971) or a Limited Company under the Companies Act, 1956 or other body corporate to whom the Vendors will assign and transfer the said lands and the said building or buildings and structure and structures as herein provided AND WHEREAS the Purchaser/s has/have agreed to purchase Flat No. 1 on the 20 Floor and open/enclosed/garage No. 77 and/or car parking space of the said building (hereinafter referred to as "the said Flat/the said garage") at the price and up on the terms and conditions hereinafter mentioned NOW THIS AGREEMENT WITNESSETH as follows:—

1. That the Purchaser/s agree/s to purchase from the Vendors Flat No. 1 on the 20 Floor/Garage No. 77 of the said building for the sum of Rs. 4,21,150/- Hereto annexed and marked "A" is the copy of the plan and "B" is the specification and amenities of the said Flat/the said Garage.

2. That the Purchaser/s agree/s to pay the consideration of Rs. 4,21,150/- for the purchase of the said Flat No. 1 on the 20 Floor and the said Garage No. as under:—



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- (a) Rs. 5000/- (Rupees Five thousand) on the execution of this agreement as earnest money.
- (b) The balance of the said purchase price in the manner mentioned below within seven days (time being the essence of the stipulation) on the Purchaser/s receiving notice in writing from the Vendors asking him/her/them to make payment of the said moneys:—
- (i) Rs. 2000/- at the time of the completion of the plinth level.
 - (ii) Rs. 2000/- at the time of the completion of the second R.C.C. Slab (i.e: the ceiling of the first floor);
 - (iii) Rs. 2000/- at the time of the completion of the third R.C.C. Slab.
 - (iv) Rs. 2000/- at the time of the completion of the fourth R.C.C. Slab.
 - (v) Rs. 2000/- at the time of the completion of the fifth R.C.C. Slab.
 - (vi) Rs. 2000/- at the time of the completion of the sixth R.C.C. Slab.
 - (vii) Rs. 2000/- at the time of the completion of the seventh R.C.C. Slab.

- (viii) Rs. 2000/- at the time of the completion of the eighth R.C.C. Slab.
- (ix) Rs. 2000/- at the time of the completion of the ninth R.C.C. Slab.
- (x) Rs. 2000/- at the time of the completion of the tenth R.C.C. Slab.
- (xi) Rs. 2000/- at the time of the completion of the eleventh R.C.C. Slab.
- (xii) Rs. 2000/- at the time of the completion of the twelfth R.C.C. Slab.
- (xiii) Rs. 2000/- at the time of the completion of the thirteenth R.C.C. Slab.
- (xiv) Rs. 2000/- at the time of the completion of the fourteenth R.C.C. Slab.
- (xv) Rs. 2000/- at the time of the completion of the fifteenth R.C.C. Slab.
- (xvi) (Rs. 2000/- at the time of the completion of the sixteenth R.C.C. Slab.
- (xvii) (Rs. 2000/- at the time of the completion of the seventeenth R.C.C. Slab.
- (xviii) Rs. 2000/- on receipt of the Vendors' letter offering possession of the said Flat/the said Garage. It



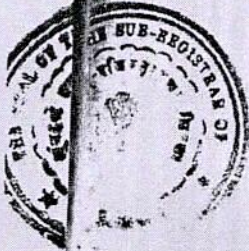
is agreed that at the time of making the final payment of the said Flat and/or the said garage if required the parties will make the necessary adjustment in such payment or payments.

Interest at 12% per annum will be paid to the Vendors by the purchaser/s on all amounts due and unpaid by him/her/them under this agreement.

3. If the Purchaser/s fail/s to make payment of the amounts as mentioned in Clause 2 it shall be lawful for the Vendors to terminate this agreement and forfeit all sums till then paid by the Purchaser/s and on such forfeiture the Purchaser/s shall have no claim against the Vendors or to the said Flat/the said Garage. The Vendors will be entitled to sell the said Flat/said Garage for their own benefit thereafter.

4. The Vendors shall construct the said building according to the plans and specifications approved by the local authority the said plans and specifications have been seen and approved by the Purchaser/s. The Purchaser/s hereby accord/s his/her/their consent to the Vendors making such alterations and/or additions or variation in respect of the said building and in respect of the said Garage as the Vendors consider as required or necessary. The Purchaser/s hereby accord/s his/her/their further consent to the Vendors constructing any additional structures or floors subject to their conforming with the Municipal rules and regulations in this behalf.

5. The Vendors will endeavour to hand over possession of the said Flat/the said Garage on or before the 1st day of December



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1973 provided the Municipal completion certificate or certificates or Municipal occupancy certificate or certificates is issued. If for reasons beyond the control of the Vendors (including non-availability of building materials or controlled materials) the Vendors are unable to give possession by the said date then and in that case the said date shall be deemed to be extended by a further period of six months in the absence of another date agreed upon between the parties hereto. Notice shall be given by the Vendors to the Purchaser/s to take possession on the date specified. Possession as aforesaid shall be delivered provided all the amounts due under this agreement are paid by the Purchaser/s to the Vendors and all necessary papers for possession are signed by the Purchaser/s.

6. The said lands have been sub-demised by the Lessee/s to the Vendors for an aggregate period of 99 years and that the tenure thereof is Leasehold. Hereto annexed and marked "C" is a copy of the Certificate of Title to the said lands issued by the Vendors' Attorneys Messrs. Gagrat & Co.

7. The Purchaser/s agree/s and bind/s himself/herself/ to pay to the Vendors the proportionate amount as allowance every month in advance on or before the 5th of every month commencing from the date of offering possession as the proportionate amount of the ground rent payable for the said lands to the Owners and the Collector of Bombay or any other public body or local authority which may be required to be paid in law. The quarterly ground rent payable at present is Rs. 21,000/- per quarter.

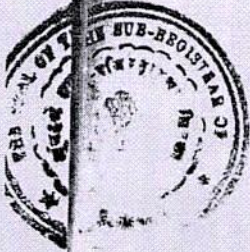
is agreed that at the time of making the final payment of the said Flat and/or the said garage if required the parties will make the necessary adjustment in such payment or payments.

Interest at 12% per annum will be paid to the Vendors by the purchaser/s on all amounts due and unpaid by him/her/them under this agreement.

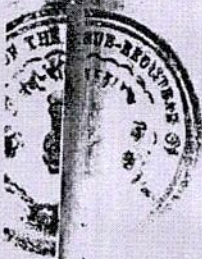
3. If the Purchaser/s fail/s to make payment of the amounts as mentioned in Clause 2 it shall be lawful for the Vendors to terminate this agreement and forfeit all sums till then paid by the Purchaser/s and on such forfeiture the Purchaser/s shall have no claim against the Vendors or to the said Flat/the said Garage. The Vendors will be entitled to sell the said Flat/said Garage for their own benefit thereafter.

4. The Vendors shall construct the said building according to the plans and specifications approved by the local authority the said plans and specifications have been seen and approved by the Purchaser/s. The Purchaser/s hereby accord/s his/her/their consent to the Vendors making such alterations and/or additions or variation in respect of the said building and in respect of the said Garage as the Vendors consider as required or necessary. The Purchaser/s hereby accord/s his/her/their further consent to the Vendors constructing any additional structures or floors subject to their conforming with the Municipal rules and regulations in this behalf.

5. The Vendors will endeavour to hand over possession of the said Flat/the said Garage on or before the 1st day of December



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8. The Purchaser/s agree/s and bind/s himself/herself/ themselves to pay to the Vendors on and from the date of possession of the said Flat/the said garage taken by him/her/them, on the Vendors notifying that the Purchaser/s may take possession his/her/their proportionate share, as reasonably and fairly determined by the Vendors of all outgoings in respect of the said lands and the said building viz. assessment, taxes, rates, rent, cess, dues, duties, impositions, insurance, common lights, water charges, chowkidars, sweepers and all other expenses necessary and incidental to the management, upkeep and maintenance of the said building and the said lands. The Purchaser/s shall before delivery of possession of the said Flat/the said Garage keep a deposit of Rs. 500/- in respect thereof with the Vendors without any interest as security for the due payment of the said outgoings.

9. The Purchaser/s agree/s and bind/s himself/herself/themselves to pay to the Vendors the provisional monthly contributational of Rs. 300/- in respect of the said Flat/the said Garage towards the outgoings as hereinbefore mentioned in Clause 8 from the said date, possession is notified and the same is payable by way of monthly payment in advance till such time as the said building transferred to a Co-operative Housing Society or An Association of Apartments Owners or a Limited Company or other Body Corporate as the case may be to be formed as hereinafter agreed. It is hereby agreed that the Purchaser/s will pay such contribution as will be determined and that the sum of Rs. 300/- is only provisional and as and by way of an estimate.

10. The Purchaser/s shall on possession of the said Flat/the said Garage delivered to him/her/them also bear and pay all electricity, water or other charges payable in respect of the same.

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11. Nothing contained in these presents shall be construed as an assignment in law of the said Flat/the said Garage or of the said lads or the said building or any part or portion thereof and such demise shall take effect only upon the transfer by a document or documents to a Co-operative Housing Society or An Association of Apartments Owners or a Limited Company or other Body Corporate as the case may be to be formed under this agreement.

12. The Purchaser/s shall not let, sublet, transfer or assign or give on lease or leave and licence basis or part with possession of the said Flat/the said Garage till at the dues are paid. If all dues upto date are so paid the Purchaser/s will be entitled to assign or transfer the said Flat/the said Garage on the transferee or assignee agreeing to execute the same agreement and carry out the same terms and conditions and at the costs and expenses of the Purchaser/s entering into an agreement with the Vendors.

13. The Vendors shall in respect of any amount liable to be paid by the Purchaser/s under this agreement have a first lien and charge on the said Flat/the said Garage to be acquired by the Purchaser/s.

14. The Purchaser/s shall maintain the said Flat/ the said Garage agreed to be purchased in the same condition, state and order in which it is delivered and shall not do or suffer to be done anything therein or to the said building which may be against the rules and bye-laws of the Bombay Municipal Corporation or any other Authorities and he/she/they shall be responsible and liable to the Municipal Corporation of Greater Bombay or any other Authorities for anything so done.



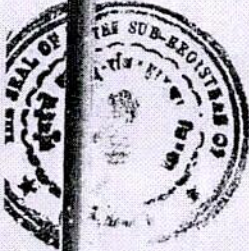
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15. The Purchaser/s shall not use the said Flat for any purpose other than private residence and shall not do anything which shall be a cause of nuisance or annoyance for the Vendors and/or the other occupiers of the flats/blocks in the said building.

16. The Purchaser/s shall not store in the said Flat/the said Garage or bring in the said building any goods which are hazardous, combustible or considered objectionable by the authorities or dangerous or too heavy to affect the construction or structure of the said building and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircase, common passage or any other structures of the said building.

17. The Purchaser/s shall not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor make or cause to be made any new construction nor make any additions or alterations without the previous consent in writing of the Vendors or the said Co-operative Housing Society or an Association of Apartments Owners or a Limited Company or a Body Corporate as the case may be when formed and which consent shall not be unreasonably withheld.

18. The Vendors shall have a right until the execution of the said Deed of Assignment in favour of the said Co-operative Housing Society or Limited Company as the case may be to make additions, alterations, raise storeys or put up additional structures as may be permitted by Municipal and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Vendors who will be entitled to dispose off



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the same in any way they choose and the Flat Purchaser/s hereby consent/s to the same.

19. The terrace and the basement of the said building including the parapet wall shall always be the property of the Vendors and the Vendors shall also be entitled to display advertisements on the walls of the water tanks lying on the Terrace and shall be exclusively entitled to the income that may be derived by display of such advertisements. The Agreement with the Purchaser/s and all the purchasers of the other flats and the garages in the said building shall be subject to the aforesaid rights of the Vendors who shall be entitled to use the said terraces and the basement including parapet wall and the walls of the Water Tanks and walls of the basement therein for any purpose including the display of advertisements and sign boards and the Purchaser/s shall not be entitled to raise any objection or requisition or to any abatement in the price of the said Flat agreed to be acquired by him/her/ them and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever.

20. The Purchaser/s of all the Flats and garages in the said building will form themselves into a Co-operative Housing Society or an Association of Apartments Owners or Limited Company or other Body Corporate as the Vendors may decide with the consent of the majority of the Purchasers and the Purchaser/s agree/s to join such Co-operative Housing Society or an Association of Apartments Owners or a Limited Company or other Body Corporate and on the formation of such Society, or an Association of Apartments Owners or Limited Company or Body Corporate and after the completion of the said Building and on receipt by the



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Vendors of the full price of all the blocks and/or flats/garages the Vendors shall assign, transfer and assure and/or cause to be assigned, transferred and assured by a Deed of Assignment in favour of the Co-operative Housing Society an Association of Apartments Owners or a Limited Company or Body Corporate as the case may be said lands and the said building constructed thereon upon and subject to the terms and conditions contained in the prior documents of title. The documents for the formation of such Society or an Association of Apartments Owners or Limited Company or other Body Corporate and the assignment of the said lands and the said building and any other documents deeds and writing required to implement this agreement shall be prepared by Messrs. Gagrat and Co., the Attorneys for the Vendors. All costs, charges and expenses of this agreement and in connection with the formation of such Society or an Association of Apartments Owners or a Limited Company or other Body Corporate and of the execution of the assignment and for transfer of the said lands and the said building including of the professional costs of the Attorneys of the Vendors of the High Court Scale including all out-of-pocket expenses such as stamp duty, registration charges and other expenses will be borne and paid by all the Purchaser/s of the flats/garages in proportion to their shares as shall be determined by the Vendors and which determination shall be final and binding on the Purchaser/s. The Purchaser/s will deposit with the Vendors the sum of Rs. 500/- (Rupees Five hundred) towards the professional costs of the Attorneys of the Vendors. The Purchaser/s will pay on demand to the Vendors a sum of Rs. 250/- on account and towards stamp duty and registration charges and other out-of-pocket expenses. The Vendors will keep deposited on demand the said sum with their Bankers and the

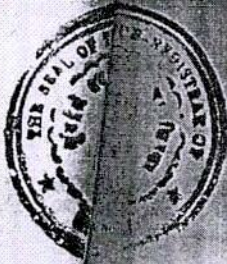
Purchaser/s will be entitled to the benefit of the interest accrued thereon. In the event of the stamp duty and registration charges not required to be paid on the said document or documents, the said amount will be refunded. In the event of the stamp duty and registration charges being required in excess of the contribution made, such excess shall be paid by the Purchaser/s proportionately as may determined by the Vendors as aforesaid.

21. It is agreed and declared by and between the parties hereto that it is an express term and condition of this Agreement that the Purchaser/s of the said Flat and/or the said garage and his/her/their assigns, transferees, tenants under tenants, sub-tenants, licensees or occupants at any time will all be the member or members of Hindu Community only and will and be strictly vegetarians only and that a suitable rule, regulation or bye-laws to this effect will be provided for in the Co-operative Society or an Association of Apartments Owners or a Limited Company or Body Corporate as the case may be that may be formed.

22. The Purchaser/s agree/s to observe and perform all the Rules, Regulations and Bye-laws which the Co-operative Society or an Association of Apartments Owners or a Limited Company or Bdoy Corporate as the case may be may adopt at its inception and from time to time thereafter. Amongst the Bye-Laws it is agreed that there will be a provision, that no occupant of any part of the said building will use or permit the use of the common passage and the common stir-case either for storage or for use by servants at any time nor will the occupants hang their household clothes and effects on the verandah above the parapet or railing level of their respective flats.

23. The Purchaser/s shall be bound to sign all necessary documents deeds writings and papers and do all other things as





the vendors may require him/her/them to do from time to time in this behalf for safeguarding the interest of the said lands and the said building and other Flats/garage holders and for effectively carrying out the provisions of the agreement.

24. That the deposit paid by the Purchaser/s to the Vendors (remaining after deducting the amounts deductible) shall be transferred by the Vendors only to a Co-operative Housing Society or an Association of Apartments Owners or a Limited Company or Body Corporate as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day if they is or are transferred as herein mentioned.

25. This agreement is a part of the Scheme for formation of a Co-operative Housing Society or an Association of Apartments Owners or a Limited Company or any other Body Corporate and it is agreed by the Purchaser/s that Purchaser/s shall be bound by the decision of the majority of the Flat Owners to whom the Vendors shall sell the said Flat and/or the said Garage in all matters in relation to or arising under or out of this agreement.

26. The Purchaser/s agree/s to pay to commission at the rate of 2% on the purchase price by two payments viz. 1% on the execution of this agreement and 1% on possession of the said flat/the said Garage being received by him/her/them.

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

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO: FIRSTLY: ALL THAT piece or parcel of leasehold

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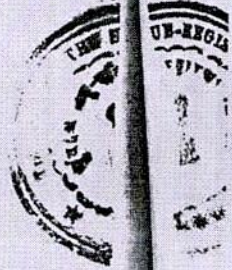
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land or ground together with the message or bungalow known as "Claremont" and the out-houses, garages and other structures standing thereon situate, lying and being at Winter Road, without the Fort of Bombay, in the City, Island, Registration District and Sub-District of Bombay ^{City 4 Bombay Suburb} containing by admeasurement according to the prior documents of title 8629.66 Square Metres (i.e. 10321 Square Yards or thereabouts) and forming portion of the premises comprised in the Indenture of Lease dated the 26th day of October 1954 and made between Verjivandas Madhavdas and Narottamdas Madhavdas as Lessors of the one part and Jiwajee Maneckjee as the Lessee of the other part and registered in the Books of the Collector of Land Revenue Bombay under Collector's new Nos. 16396 and 2710, Collector's No. 7220 in Rent Rolls, New Survey Nos. 1/7184 and 2/7184(1) and Cadastral Survey No. 253 of Malabar Hill and Cumballa Hill Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under 'D' Ward No. 321 and Street No. 4 and which said premises are delineated on the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary lines.

SECONDLY: ALL THAT piece or parcel of vacant leasehold land or ground situate, lying and being at Winter Road without the Fort of Bombay, in the City, Island, Registration District and Sub-District of Bombay ^{City 4 Bombay Suburb} containing by admeasurement 422.31 Square Metres or thereabouts (i.e. 529 Square Yards or thereabouts) and along with the land hereditaments and premises described in the First Schedule hereinabove registered in the Books of the Collector of Land Revenue Bombay under Cadastral Survey Nos. 253 of Malabar Hill and Cumbala Hill Division.





Note:— The lands described in the First and Second Schedules hereinabove admeasure in aggregate according to the Collector's Record 9198.24 Square Metres (i.e. 11001 Square Yards).

SIGNED AND DELIVERED BY the withinnamed MESSRS. MAHAVIR

For M/s. MAHAVIR BUILDERS
A. S. Kothari

Partner.

BUILDERS in the presence of,

Meenakshi. D. Desai
Solicitor, Bombay

A. B. B. B.
Solicitor

SIGNED AND DELIVERED by the

withinnamed Shri/Smt./Sargashri *x*
D. Shah
in the presence of,

H. D. Shah ✓

Meenakshi. D. Desai

A. B. B. B.

SPECIFICATION AND AMENITIES

(For residential Flats)

I. DOORS :

MAIN DOORS TO FLAT :

1. Main doors will be veneer finish flush doors french polished from both sides.
2. Teak wood cover moulding to door frames from outside.
3. Telescopic peep hole (magic eye).
4. One Godrej Night Latch.
5. Number plate on top of entrance door.
7. Musical chime "Marlex" Brand or any other standard make.
8. A Board indicating names of members at ground floor.

BATH AND W. C. DOORS :

1. Teakwood panel doors painted with synthetic enamel paint.
2. Aluminium handle on either side.
3. Baby latch.

OTHER DOORS OF FLAT :

1. Teakwood doors oil painted.

N.S.
K.D.S



17.

2. Aluminium tower bolts.
3. Aluminium handle on either side.

2. WINDOWS :

1. Teakwood windows with full glass panels and shutters.
2. Toilet windows will be of Teakwood, oil painted with glass panels.
3. Latches to be provided.

3. TILES :

1. Marble Mosaic Tiles.
2. Toilet paving with white glazed tiles and glazed tiles dado 3' high average.
3. 115 mm. mosaic tile skirting in all rooms.
4. Saircase with marble mosaic tiles tappas.

4. KITCHEN :

1. Built in platform with black Cudappa stone top with hole for Burshane Gas. Sink of glazed tiles and skirting of white glazed tiles all over the platform upto window on one side 1' on other side.

5. BATH ROOM & W.C'S.

1. One Indian Mirror.
2. One Wash Basin with chrome plated pillar cock.
3. One 100 mm dia chrome plated shower.
4. One tap from overhead tank for continuous water supply.
5. Indian Type WC with high level flushing tank.

A.B.
K.D.S

6. BALCONY :

1. RCC Pardiess 3 ft. high or as per Architect's design.

7. STAIRCASE :

1. Landing in marble mosaic tiles.
2. Staircase railing on RCC Pardi.
3. One electric light point per floor.

8. COMPOUND AROUND BUILDING :

1. Compound wall as per BMC rules with MS gates.
2. Compound to be paved as per BMC Rules.
3. Light at approach to staircase block.

9. PAINTING :

1. Flats will be white washed (lime).
2. Doors and windows and wood work and M.S. Steel work, if any, will be enamel oil painted.
3. Outside of building will be painted with Snowcem or its equivalent.

10. ELECTRIC :

1. 2 Electric lighting points and 1 plug point in living and bed room, 1 point in bath room. W.C. Balcony & passage each, 1 light point and 1 plug point in kitchen (open wiring).
2. 1 power point in kitchen for frig.
1 power point in living room.
1 power plug point in bath room for geyser.



4.5
15.2.5

3. Separate electric meter for all flats.
4. Geyser in each flat.
5. Fan for each flat.

II. WATER SUPPLY :

1. One common underground tank and one overhead tank on terrace and common electric pumps and pump cabin as per Municipal rules for 24 hours water supply arrangement .
2. Sanitary and plumbing work will be as per BMC Rules.

12. PLASTER :

1. Flats will have cement plaster with neeroo finish.
2. Outside of building will have sand faced plaster.
3. Rough cast plaster in outside elevation wherever required as per design of Architect.

13. LIFTS :

4 lifts of Indian make 8 passengers capacity.

14. GENERAL :

Plot will be developed to consume full F.S.:I. as per B.
M.C. Rules.

A.T.

K.D.S.

"C"

GAGRAT & CO.

SOLICITORS, ADVOCATES & NOTARIES, BOMBAY.

R. A. GAGRAT, B. A., LL. B.
C. M. MEHTA, B. A., LL. B.
M. P. SHROFF, M. A., LL. B.
J. R. GAGRAT, LL. B.
A. R. JANI, LL. B.
M. D. DESAI, B. A., LL. B.
S. H. KASAD, B. A., LL. B.
N. R. KANTAWALA, B. A., LL. B.

GAGRAT & CO.

Supreme Court Advocates
Plaza Cinema Building,
Connaught Circus, New Delhi-1.

Telegram : "VIGILANT", New Delhi.
Telephone : New Delhi - 47636
Telex No. : Gagratt-031-7562

Ref. No. _____

Quote In Reply

Telegram : "VIGILANT" Bombay.
Telephones: Bombay-257176-7-8
Telex No : Gagratt-011-3695

Alli Chambers,
Nagindas Master Road,
Fort, BOMBAY-1.

CERTIFICATE

In the matter of property known as "claremont" situate at Winter Road, Malabar Hill, Bombay, bearing Cadastral Survey No. 253 of Malabar Hill and Cumbala Hill Division admeasuring in the aggregate—9051.97 Square Metres according to documents of title and 9198.24 Square Metres according to the Collector's Records.

We certify that we have examined the title to the above property known as 'Claremont' situate at Winter Road, Malabar Hill, Bombay and state as follows:—

M/s. Mahavir Builders are holding the above property under an Indenture of Sub-Lease dated 18th May, 1971 executed by Mrs.

Dina Neville Wadia in their favour for the aggregate period of 99 years commencing from the 18th day of May, 1971 at the rent and upto the terms, conditions and covenants therein contained and in the manner as therein provided.

The said Indenture of Sub-Lease has been lodged for registration, in duplicate, with the Sub-Registrar of Assurances at Bombay on 17th September, 1971 under Serial Nos. 2829 and 2830 respectively and all the parties thereto have admitted execution thereof in time. The requisite Tax Clearance Certificate required to be produced under the provisions of Section 230-A of Income Tax Act, 1961, has already been produced and duly taken on file by the Sub-Registrar of Assurances, Bombay.

We have investigated the title of the said Mrs. Dina Neville Wadia to the above property for the last 60 years and state that she acquired the title to the above property under and by virtue of the Deed of Release and Assignment dated 14th June, 1954 for all the residue then unexpired of the term of 999 years granted by the Indenture of Lease dated 26th October, 1854 absolutely.

In our opinion the title to the above property is marketable, free from encumbrances and claims.

Dated at Bombay this 4th day of October, 1971.

GAGRAT & CO.

Attorneys-at-Law.

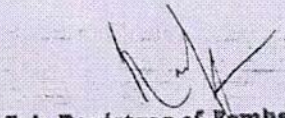
X *N. P. Kothari*

X *K. D. Shah*

Serial No. P. 297/75

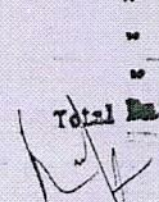
Presented at the office of the
Sub-Registrar of Bombay
between the hours of 12 noon
and 1 P. M. on the 26th June
1975

x K. D. Shah


Sub-Registrar of Bombay

Received fees for:-

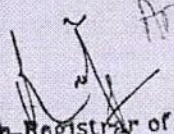
Registration	Rs. 10 -
Copying (folios 1)	" 0.40
Do. endorsements	" 1.60
Comparing (folios 120)	" 6 - -
Indexing	" 1 - -
Postage & D.	" 5 - -
	" - -
	" - -
	" - -
	" - -
Total Rs.	23.20


Sub-Registrar

Shri Kantilal Dattachand Shah Age - 37, business
residing at in Ridge Pet. Sansar bldg, B'ly-6.
Executing party, andiam. admits executing
of the so called deed of agreement made.

x K. D. Shah

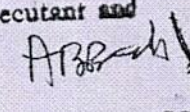
Shri A. B. Buch Clerk to M/s. Gagrut & Co.
Solicitors, Bombay. Malad, Bombay 64
and known to the Sub-Registrar States
that he knows the above executant and
identifies him/her/them.


Date - 26-6-75 Sub-Registrar of Bombay

Shri Devlal Bherulal Kothari
Partner of Mahaver Builders, executing
party age 36 Indian, Businessman
residing at 5A, K. M. Jhaveri Road,
Bombay 4 admits execution of this
so called deed of Agreement.

x N. S. Kothari

Shri A. B. Buch Clerk to M/s. Gagrut & Co.
Solicitors, Bombay. Malad, Bombay 64
and known to the Sub-Registrar States
that he knows the above executant and
identifies him/her/them.


Date - 11-9-75 Sub-Registrar of Bombay

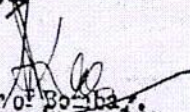


Registered No. 12-297/5 at pages 46 to 58

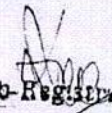
Volume 575/BSR Additional Book

No: 1.

Date 3-10-1977


Sub-Registrar of Bombay.

One duplicate presented along with
this deed under Serial No. P-298/77
is certified under this registered
number.


Sub-Registrar

283 No 20

6

Handwritten notes in a box, possibly a signature or initials.

46
1575
3.10.77
42

Handwritten notes and calculations, including a vertical list of numbers: 10, 0, 0, 6, 1, 5, 23, 20.

Handwritten note: "with me"

2500
P / 297/75
10/11/77

DATED THIS 26 DAY OF June 1977

Messrs. MAHAVIR BUILDERS

AND

Shri/Smt/Sarvashri Kantilal Dole
Chand. Shah

Handwritten checkmarks and arrows.

AGREEMENT FOR SALE

In respect of

Flat No. 1 on the
Floor 20 and open/Enclosed/Garage/
Car parking space in the Building known
as "CHANDAN BALA" at winter Road,
Bombay.

Messrs. GAGRAT AND CO.
Attorneys-at-Law, High Court,
BOMBAY