

नांक 20 दिनांक 24 NOV 1995
 मुख्य महुफाज वंशधिकारी जवाहर

Handwritten signatures and initials in blue ink.

Handwritten signature in blue ink.
 जॉ. पं. वि. सिन्धी

" MEMORANDUM OF UNDERSTANDING "

THIS MEMORANDUM OF UNDERSTANDING made and entered into at Bombay on this 26th day of JANUARY, One Thousand Nine Hundred Ninety Six, B E T W E E N SMT. PRATIMA DILIP SAWANT of Bombay, Indian Inhabitant, hereinafter referred to as the Party of the FIRST PART (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators), A N D SHRI VIKRAM CHUNILAL SHAH and SMT. RAJUL VIKRAM SHAH, of Bombay, Indian Inhabitants, hereinafter referred to as the Parties of the SECOND PART (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators). WHEREAS by an Agreement dated 25-10-92, the Parties of the Second Part have purchased Flat No.16 on the 4th floor, in building known as 'Pratima' on Plot No.121 situated on the 5th Lane of the area

P.D.S.



- 2 -

known as 'Hindu Colony', Dadar, Bombay-400 014, admeasuring 378 sq.ft., from the Party of the First Part. AND WHEREAS it was agreed in principle that if there is any difference in the area of the said Flat No.16 referred in the said Agreement dated 25-10-92, then the Parties of the First and Second Parts shall mutually compensate each other at the price as stipulated in the Original Agreement dated 25-10-92. AND WHEREAS it has now been recorded by and between the Parties hereto that the area of the said Flat No.16 is increased after proper verification by 46 sq.ft. AND THAT as per the understanding between the Parties hereto, the Parties of the Second Part shall pay the Party of the First Part an amount of Rs. 82,800/- (Rupees Eighty Two Thousand Eight Hundred only).being the difference calculated for 46 sq.ft.@ Rs.1,800/- per sq.ft. AND WHEREAS the other Terms and Conditions of the said Agree-

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....3/-

ment dated 25-10-92 shall remain the same AND THAT this MOU shall form a part and parcel of the said Agreement dated 25-10-92.

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

SIGNED SEALED AND DELIVERED)
by the withinnamed SMT. PRA-)
TIMA DILIP SAWANT, in the)
presence of...)
DILIP NISHANU SAWANT)

P. D. Sawant .

SIGNED SEALED AND DELIVERED)
by the withinnamed SHRI VIK-)
RAM CHUNILAL SHAH and SMT.)
RAJUL VIKRAM SHAH, in the)
presence of...)
SHRI VIKRAM CHUNILAL SHAH)
Rajul Shah)

ATTESTED
R. V. Shah
A. SATTAR ZARIWALA
NOTARY
GREATER BOMBAY.

RECEIVED on the day and year first hereinabove)
written of and from the Parties of the Second)
Parts a Sum of Rs,82,800/- (Rupees Eighty Two)
Thousand Eight Hundred only) being the diffe-)
rence payable in respect of Flat No.16, as)
aforesaid, by cheque No. 377292 dated 26/1/96)
drawn on UNION BANK OF INDIA, MUMBAI (E) BR.)

)Rs.82,800/-

I SAY RECEIVED

P. D. Sawant .

(PRATIMA DILIP SAWANT)

WITNESSES:
[Signature]



ATTESTED
A. SATTAR ZARIWALA
NOTARY
GREATER BOMBAY



यशवंत श्रीधर गाडगीळ टे. ४३०२५२९

12 AUG 1997

प्रधान भुवन अलीका स्ट्रीट, दादर, मुंबई-२८.

परवाना धारक मुद्रांक विक्रेता नं. १०० दिनांक
क्रमांक ३६ श्री/पं.पं. P.D. Sawant

यांना न्यायकेतर मुद्रांक धारक विकला.

P.D. Sawant

परवाना धारक मुद्रांक विक्रेता

From:- P.D. Sawant
148, Samarath Niwas, Hindu Col. Dadar.

Ref:-
Plot No. 16. C.S. No. 120/10
Matunga Div. Flat No. 16.
Hindu Colony, Dadar.

To Shri. Vikram Chunilal Shah
147, Hindu Colony, Dadar

DEED OF CONFIRMATION

Deed of Confirmation Executed on 12th Aug 1997

We have executed Agreement to sale as on 25th
October, 1992 for purchase of Flat No. 16, from "The Developer" SMT.

PRATIMA DILIP SAWANT Due to some reason we have not registered that
Agreement to Sale, now we want to register that document & we confirm
that the terms & conditions agreed in that document is unchanged &
remain same.

P.D. Sawant.

WITNESS

1) Kewin P. P.

K.P.P.

1) PRATIMA DILIP SAWANT

2) VIKRAM CHUNILAL SHAH.

2) RAMNATH RAMAN

Raman

पावती क्र.

७९५६

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक २९-७ सन ०३

दस्तऐवजाचा प्रकार-

सादर करणाराचे नाव-

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

क्र. २३ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ

इतर फी (मागील पानावरील) बाब क्र.

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१९७४ - २००३
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१२०/१०
५/११५०
१२९
११५०

रु.	के.
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७५०	

एकूण ..

दस्तऐवज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

बुध्दम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा.

सादरकर्ता

कुल मूल्य 2000
1100
93
सालान्तर दरम्यान पुस्तक विक्री
सर्वे बाबे कर्जावताना पुस्तक विक्री

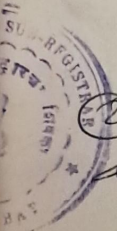
किंहीत्याप्रमाणे की येतली का-
व. वे
बॉवपी की .. 2020-00
कोटो की (सामने) .. 990-00
इतर .. 60-00

एकूण 2000-00

पुस्तक विक्री
पुस्तक निवृत्त पुस्तक

पुस्तक विक्री, पुस्तक

श्रीमती पुष्पा शिंदे साहेब
यांना १२ वेला, व्यापार
यांना यांनी सांगीतलेले सर नारायण शिंदे पुस्तकालय
पुस्तक



श्री. विद्या कुशीकर साहेब
यांना १२ वेला, व्यापार यांनी सांगीतलेले सर नारायण शिंदे पुस्तकालय
पुस्तक विक्री, पुस्तक

P. D. Sawant.

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श्री. पुष्पा शिंदे यांनी सांगीतलेले सर नारायण शिंदे पुस्तकालय
श्री. सागर अता सांगीतलेले सर नारायण शिंदे पुस्तकालय

श्री. बाबू शिंदे यांनी सांगीतलेले सर नारायण शिंदे पुस्तकालय

१) हेरप.

१३/४००
पुस्तक विक्री, पुस्तक

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1161

19 OCT 1992

SR. No.....DATED.....
 PRICE Rs. TEN ONLY
 ISSUED TO
 THROUGH

RAJASHREE TYPIST
 BOMBAY

[Signature]

STAMP VENDOR, KHDAVALI

AGREEMENT

ARTICLES OF AGREEMENT made at Bombay, this Twenty fifth day of October, Nineteen hundred ninety two, between SMT. PRATIMA DILIP SAWANT of Bombay, Indian Inhabitant, hereinafter called "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the **One Part** AND SHRI/SMT./MESSRS. VIKRAM CHUNILAL SHAH and SMT. RAJUL VIKRAM SHAH of Bombay, Indian Inhabitant, having his/her/their address at Shri Lakshmi Nivas, 147, Sir Braclandara Road, Heider Colony, Dadar, Bombay 400 014 hereinafter referred to as "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns of the **Other Part** :

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WHEREAS :

- (1) By an Agreement dated 16th January, 1990, (hereinafter referred to as "the said Development Agreement") by and between (1) Hari Purushottam Kirpekar, (2) Gopal Purushottam Kirpekar, (3) Shyamala Gopal Kirpekar, (4) Komal Gopal Kirpekar (5) Swati Gopal Kirpekar, (6) Kunal Gopal Kirpekar, (7) Neelkantha Purushottam Kirpekar,

P. D. Sawant.

[Signature]

Secy 11/4/96
 COLLECTOR

19 OCT 1991

(8) Neena Neelkantha Kirpekar (9) Finn Neelkantha Kirpekar and (10) Sheela Neelkantha Kirpekar (therein referred to as "the Vendors" and hereinafter referred to as Kirpekar of the One Part AND the Developer herein of the Other Part, the said Kirpekar agreed to allow the Developer to develop the property claimed by them under documents set out in the said Development Agreement and bearing Plot No. 121 admeasuring 611 square yards equivalent to 510.86 square metres with building standing thereon of Dadar Matunga (South) Estate of the Trustees for the Improvement of the City and Island and registration District and Sub-District of Bombay and forming portion of land bearing new Survey No. 5/1130 and Cadastral Survey No. 120/10 of the Matunga Division and assessed by the Municipality under "F" Ward No. 7253 and Street No. 820 and situated in the 5th Lane of the area known as Hindu Colony more particularly described in the First Schedule hereunder written, and hereinafter referred to as "the said property";

TRUSTEES THREE PARTIES BOMBAY

(2) By the said Development Agreement dated 16th January, 1990 the Developer was granted Development rights by allowing her to construct additional floor/floors on the existing building on the said property by utilising the entire developable and unconsumed Floor Space Index (F.S.I. for brevity) available on the said property;

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(3) Subsequent to the said Development Agreement dated 16th January, 1990, by further tripartite Agreements (in all 9) all dated 4th February, 1992, between the said Kirpekar of the One Part and all the existing monthly tenants occupying part of the said property of the Second Part and the Developer herein of the Third Part, it was *inter alia* agreed that the said Kirpekar shall demolish the existing building and reconstruct the same without in any manner affecting the rights of the Developer under the Development Agreement dated 16th January, 1990 save and except that the said unconsumed and balance F.S.I. shall be utilised by the Developer after demolition of the existing building in the said property and after reconstruction of the said building in the manner contemplated by the said 9 tripartite Agreements all dated 4th February, 1992 and that the construction contract for the said work of demolishing and reconstruction of the existing building under the said tripartite Agreements is given to the Developer herein;

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(4) By virtue of the aforesaid Development Agreement, and Power of Attorney and the said tripartite Agreements, the Developer is entitled to develop the said property and sell the premises in the said building proposed to be constructed/developed and is entitled to enter into Agreements with the Purchasers of the flats therein and to receive the sale price in respect thereof;

(5) The Municipal Corporation of Greater Bombay (hereinafter referred to as "B.M.C.") has sanctioned the plans as submitted through the Architect and issued on 8th January, 1992, an IOD bearing No. EB/1979/A for development of the said property;

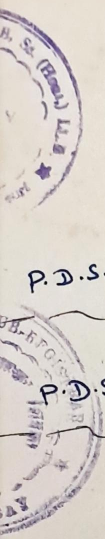
- (6) The said Kirpekars claim rights to possess, occupy and obtain lease of the said property from one Dakshini Brahmin Co-operative Society Limited (Dakshini Society for brevity) as their substitute tenants under an Agreement dated 25th November, 1935 registered in the Office of Sub-Registrar of Bombay under Serial No. 5543/1935 as more particularly set out in the aforesaid Development Agreement dated 16th January, 1990. Required permission of the said Dakshini Society is an obligation of the said Kirpekars and the said permission has been applied for and is awaited.
- (7) The Purchaser herein approached the Developer and has requested the Developer to enter into an Agreement recording allotment of a flat and Agreement to Sale of a Flat in the said building to be constructed on the said property and the Developer has agreed to do so;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1 The Purchaser hereby agrees to purchase and the Developer hereby agrees to sell to the Purchaser a Flat No. ~~24~~ 16 P.D.S. of 378 Square Feet Carpet Area on ~~Sixth~~ 4th floor as shown in the floor plan thereof annexed hereto in the building to be constructed on the said property for an aggregate consideration of Rs. 6,80,400/- (Rupees Six lakhs eighty thousand four hundred) which is inclusive of the Proportionate Common area and facilities appurtenant to the said flat. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Second Schedule hereunder written.

2. The Purchaser agrees to pay the said consideration of Rs. 6,80,400/- as under :

- (1) Rs. 15,000/- on execution of this Agreement;
- (2) Rs. 40,000/- on commencement of Demolition;
- (3) Rs. 40,000/- on commencement of new Building;
- (4) Rs. 40,000/- on casting of the 1st slab;
- (5) Rs. 40,000/- on casting of the 2nd slab;
- (6) Rs. 40,000/- on casting of the 3rd slab;
- (7) Rs. 40,000/- on casting of the 4th slab;
- (8) Rs. 40,000/- on casting of the 5th slab;
- (9) Rs. 40,000/- on casting of the 6th slab;
- (10) Rs. 40,000/- on casting of the 7th slab;
- (11) Rs. 40,000/- on casting of the 8th slab;
- (12) Rs. 40,000/- on completion of wall masonry;
- (13) Rs. 40,000/- on completion of plastering;
- (14) Rs. 40,000/- on finishing floors;
- (15) Rs. 40,000/- on completion of sanitation.



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Receipt No. 42 Date 4/3/96
 No. 2658/95/1984/96
 GENERAL STAMP OFFICE, BOMBAY
 V. C. dt: 11/4/96

RECEIVED From

Duty Rupees 46760 - Forty six thousand seven hundred and seventy six
 CERTIFIED by the Collector of Stamps, Bombay

Act. 1953, that the proper stamp duty has been paid in respect of the instrument.

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46760 - Forty six thousand seven hundred and seventy six
 P.D.S. have been paid in respect of the instrument.

2 (2)

Collector
 11/4/96
 COLLECTOR

P.D.S.

- (16) Rs. 40,000/= on completion of building;
- (17) Rs. 40,000/= on producing Occupation Certificate;
- (18) Rs. 25,400/= being the ultimate balance of the purchase price against delivery of possession of the abovesaid Flat.

The time for payment of instalments of the Purchase price and all other amounts payable herein shall be the essence of the contract.

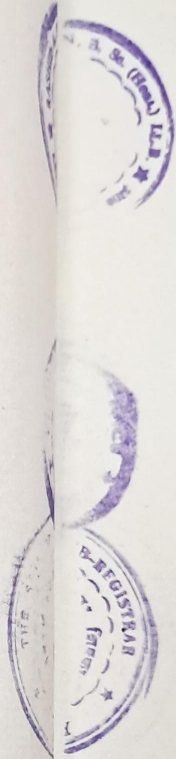
3. The Purchaser records having taken inspection of the hereinabove recited Development Agreement dated 16th January, 1990.
4. The Purchaser/s hereby further Agree/s and covenant/s with the Developer to sign and execute all papers and documents in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the said Building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned and as the Developer may in her sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanctions of Bombay Municipal Corporation or any other appropriate authorities in that behalf as well as for the construction of such building in the said property upon or after the grant of such approval or sanction relating thereto provided the size or location of the premises agreed to be purchased by the Purchaser is not in any manner adversely affected. The Purchaser agrees that the consent is irrevocable.
5. The Developer hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority and the said Dakshini Society at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the flat purchaser/s obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat.
6. The Developer hereby declares that the Floor Space Index available in respect of the said property is as per IOD and sanctioned plans and that no part of the said floor space index has been utilised by the Developers elsewhere for any purpose whatsoever. If during the course of development the developer utilises any floor space index of any other land or property by way of floating Floor Space Index then the particulars of such floor space index shall be disclosed by the Developer to the Purchaser/s.
7. The Purchaser/s shall not have any right in respect of floor space index sanctioned by the Bombay Municipal Corporation or local authority in respect of the said property and any other floor space

P.D.S.

index that may be sanctioned in future and be utilised for the development of the said property by the Developer till the formation of a Co-operative Society of Flat Purchasers in the building proposed to be constructed on the said property and execution of Deed of Assignment in favour of the proposed Co-operative Society.

8. The Developer agrees that before handing over possession of the Flat to the Purchaser/s and in any event before execution of Conveyance or assignment of lease of the said property as hereinafter mentioned in favour of a proposed Co-operative Society to be formed by the Purchasers of flats in the said building to be constructed (hereinafter referred to as "the proposed Society") the Developer shall make full and true disclosure of the nature of the owners' title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all encumbrances and that the property is conveyed to them with clear and marketable title.
9. The Purchaser/s agree/s to pay to the Developer interest at 9% per annum on all the amounts, not paid when due and payable by the Purchaser/s to the Developer under the terms of this Agreement, from the date the said amount is due and payable by the Purchaser/s to the Developer.
10. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/their proportionate share of taxes levied upon by the concerned local authority and other taxes) and/or the Purchaser/s committing breach of any of the terms and conditions herein contained the Developer shall be entitled to at her option to terminate this Agreement PROVIDED ALWAYS that the Power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given 15 days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and defaults shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving such notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid the Developer shall refund to the Purchaser/s the instalments of sale price of Flat/s which may till then have been paid by the Purchaser/s to the Developer but the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon the termination of this Agreement and a refund of the aforesaid amount by the Developer, the Developer shall be at liberty to dispose of and sell the Flat to such person/s and at such price as the Developer may in her absolute discretion think fit.

11. The fixtures, fittings, common areas and amenities to be provided by the Developer in the said building and the flats are those that are set out in the Second Schedule hereunder written.
12. The Developer shall give possession of the said flat on full payment and the consideration hereunder payable and simultaneously with execution of conveyance or assignment of all the right, title and interest of the said Kirpekar and the said Dakshini Society in favour of the proposed Society of the Flat Purchasers.
13. The Purchaser/s agree/s and undertake/s to the use of the said flat in consonance with Municipal Rules and Regulations and for no other purpose whatsoever.
14. The Purchaser/s shall at no time demand partition of his/her interest in the said property or building to be constructed thereon, it being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said property and building is impartible and it is agreed that the Developer shall not be liable to execute any assignment or any other document in respect of the said flat in favour of the Purchaser/s.
15. The name of the building to be constructed on the said property shall be known as "PRATIMA". The Purchaser/s along with other Purchaser/s of the Flat/s in the building shall join in forming and registering a Co-operative Society to be known as "PRATIMA CO-OPERATIVE HOUSING SOCIETY LTD." or such other name as may be admissible by the Registrar of Co-operative Societies, Maharashtra and for which purpose the Purchaser/s shall from time to time sign and execute application for registration and/or membership and other papers and documents necessary for formation and registration of the Society and for becoming a member including the bye-laws of the proposed Society duly filled and signed and returned to the Developer within 7 days of the same being forwarded by the Developer to the Purchaser/s.
16. The Developer shall register a Co-operative Society of all the flat purchaser/s in the building to be constructed on the said property and shall arrange assignment of all the right, title and interest of the said Kirpekar in the said property in favour of such proposed Society and shall also join to such deed or document transferring all her right, title and interest in the construction to be put up by her on the said property.
17. The Developer shall also arrange to procure all such permissions or no-objection certificates or consents of such person or persons including the said Dakshini Brahmin Co-operative Society Limited as may be required.
18. In the event of the Society being formed and registered before the sale and disposal by the Developer, of all the flats in the said building as aforesaid, the power and authority of the Society so formed shall be subject to the overall control and authority of the Developer on any of the matters concerning the said building and in particular the Developer shall have absolute authority and control as regards the unsold premises and disposal thereof.



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19. Even after the said Kirpekars or the said Dakshini Society execute documents assigning all rights in respect of the said property in favour of the proposed Society, the Developer shall continue to have a right to dispose of the remaining flats which she is entitled to dispose of under the said Development Agreement dated 16th January, 1990 with the said Kirpekars in such a manner as she thinks fit and the sale proceeds thereof shall belong absolutely to the Developer and the Purchasers of such remaining flats shall be accepted as members of the proposed Society. The Developer in that case shall not be required to pay any transfer fees to the proposed Society.
20. The Purchaser/s agree/s and undertake/s to permit and give the Developer all facilities for making any additions, alterations or to put up any additional structure or floors on the said property even after the proposed Society is formed and registered and the said property is transferred to such proposed Society. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance, inconvenience and/or otherwise for any other reasons whatsoever.
21. Commencing a week after notice in writing is given by the Developers to the Purchaser/s that the Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to area of flat) of outgoings in respect of the said property namely, local taxes, betterment charges, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building/s and land until the Society is formed and the said building/s transferred to it, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined.
22. The Purchaser/s shall on or before delivery of possession of the said flat keep deposited with the Developer the following amounts :

P.D.S.

(i) Rs. 10,000/- for legal charges, taxes payable by the Developer to Collector, B.M.C. upto date;

P.D.S.

(ii) Rs. 50/- for share money, application entrance fees of the Society;

P.D.S.

(iii) Rs. 3000/- being charges and fees for formation and registration of the Society;


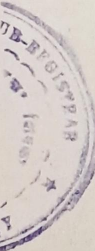
P.D.S.

(iv) Rs. 3000/- for proportionate share of taxes and other charges for six months;

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(v) Rs. 2000/- deposit towards Electric meter and Water meter.

23. The Purchaser/s himself/herself/themselves of the flats do hereby covenant with the Developers as follows :
- (a) to maintain the flat at Purchaser/s own cost in good tenantable repair and condition from the date of possession of Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase, or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter to make addition in or to the building in which the flat is situated; and the Flat itself or any part thereof.
 - (b) not to store in the flat any goods which are of hazardous, combustible or dangerous nature or so heavy so as to damage the construction or structure of the building in which the Flat is situated or storing of which goods are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage the construction or any other structure of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated on account of negligence or default of the Purchaser/s in this behalf the Purchaser/s shall be liable for the consequences of the breach;
 - (c) to carry out at their own cost all internal repairs and maintain the flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in the said flat or to the building in which the flat is situated and the flat which will be governed by the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser or Purchasers committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - (d) not to demolish or cause to be demolished the flat or any part thereof or at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains, pipes, in the flats and parking space and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. pardis or other structural members in the flat without the prior written permission of the Developer and/or the proposed Society.

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- (e) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the Flat is situated.
- (g) pay to the Developers within eight days of demand by the Developer, their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the flat is situated.
- (h) to bear and pay increase in local taxes, water charges, insurance, proportionate, ground rent and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the flat by the Purchaser/s.
- (i) The Purchaser shall not let, sublet, transfer, assign or part with their interest or benefit under this Agreement or part with possession of the flat until all the dues payable by the Purchaser/s to the Developer under this Agreement including the monthly outgoings are fully paid up and only if the Purchaser/s had not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Developer and obtained the No Objection of the Developer in writing.
- (j) The Purchaser/s shall observe and perform all the rules and regulations which the proposed Society 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 Flat therein and for the observance and the performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and/or Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the proposed Society regarding the occupation and use of the flat 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.
24. It is agreed that in case of any security deposit is demanded by Water Department of Municipal Corporation before giving the water connection to the proposed building or if any amount is required for

construction of Electric sub-station the Purchasers shall contribute proportionately therefor as determined by the Developer.

25. The Developer shall maintain a separate account in respect of the sums received by the Developer from the Purchaser or Purchasers as advance or deposit, sums received on account of share capital for the formation of a Co-operative Society or a Limited Company or towards the outgoings, legal charges etc., and shall utilise the amounts only for the purposes for which they have been received.
26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the space hereby agreed to be sold to him/them.
27. It is also expressly agreed and understood by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats, if any, in the said building, shall belong exclusively to the respective Purchaser/s of the respective terrace flat.
28. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as a waiver on the part of the Developer on any breach of or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.
29. All Notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered AD Post/Under Certificate of Posting at his/her/their address specified below or such changed address notified in writing to the Developer by the Purchaser/s :
- Address : Shri Lakmi Niwas
147, Sir Bhalchandra Road,
Hindu Colony,
Dadar,
Bombay 400 014
30. The Stamp Duty in respect of the final Sale Deed and the Registration charges are agreed to be borne and paid by the Purchaser/s alone.

P.D.S.

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

SIGNED SEALED AND DELIVERED by the withinnamed Developer SMT. PRATIMA DILIP SAWANT in the presence of :

P. D. Sawant.

1. SANDEEP SHIKRE SandeepShikre

2. ALPA MODI A. Modi

SIGNED SEALED AND DELIVERED

by the withinmentioned Purchaser/s

Shri/Smt. Messrs. Vibram C. Shah

in the presence of :

ATTESTED BY ME

R.A.M.
RASHID A. MEMON

B. Sc. (Hons.) LL. B.
NOTARY GREATER BOMBAY
22/12/92



Shubh
(JITENDRA S. SHAH)

2. A. A. ZOBALYA
(ARVIND. A. ZOBALYA)

RECEIVED the sum of Rs. 15,000/-
(Rupees Fifteen thousand)

P.D.S.

only from the withinmentioned Purchaser/s,

Shri/Smt./Ms. Vibram Chumilal Shah

cash/cheque/pay slip/demand draft No. 248420

dated 25th October 1992 drawn on Union Bank

of India Bank Mumbai (East)

P.D.S.

Branch, as earnest money/deposit in terms of clause No. 2(1) of this Agreement pertaining to payment Schedule. This Agreement will come into force and will be valid only after the proceeds of the cheque/pay slip/demand draft are credited to our account.

WITNESS :

I SAY RECEIVED

P. D. Sawant.

Parul Malik

Smt. PRATIMA DILIP SAWANT
Developer

THE FIRST SCHEDULE ABOVE REFERRED TO :

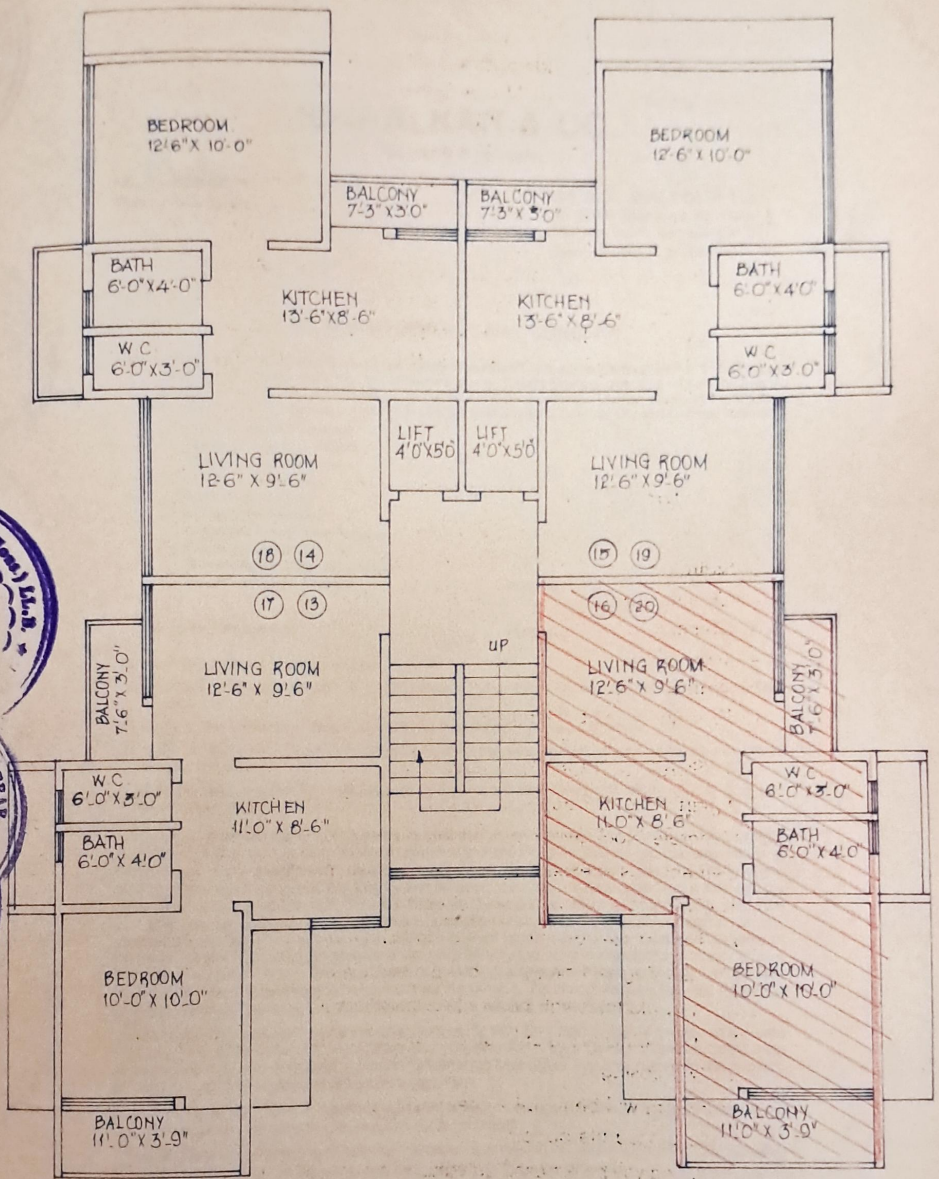
ALL THAT piece or parcel of land with building and structures standing thereon containing by admeasurement an area of 611 Square Yards equivalent to 510.86 Square Metres or thereabout situated and being Plot No. 121 of Dadar-Matunga (South) Estate of the Trustees for the Improvement of the City and Island and Registration District and Sub-District of Bombay and forming portion of land bearing New Survey No. 5/1150 and Cadastral Survey No. 120/10 of the Matunga Division and assessed by the Municipality under "F" Ward No. 7253 and Street No. 820 and situated in the 5th lane of the area known as Hindu Colony within the registration District and Sub-District of Bombay City and Suburban and bounded as under on or towards East by Plot No. 122 on or towards West by Plot No. 120 on or towards North by Public Road and on or towards the South by Plot No. 110.

THE SECOND SCHEDULE ABOVE REFERRED TO :
COMMON AREAS AND AMENITIES

1. Staircase.
2. Common Terrace if available.
3. Common lift/s.
4. Water Tank/s.
5. Water Pump/s.
6. External Electric Fittings/Ducts.

DESCRIPTION OF THE BUILDING, FIXTURES AND FITTINGS

- a) A part stilt and 7 upper floors in R.C.C. beams, columns and slabs;
- b) Concrete block masonry in internal and external walls;
- c) Cement plaster externally and neroo finish internally with lime wash;
- d) The windows will be in Aluminium;
- e) All Doorframes are teak wood and shutters in Marine ply;
- f) The flooring will be in marble mosaic tiles;
- g) Kitchen platform will be in black cuddappah;
- h) Electric points at suitable places will be aluminium core, PVC wired in PVC casing;
- i) Bathroom will be in full white glazed tile dado and WC in 2 ft. high white glazed tile dado;
- j) Plumbing will be exposed galvanised pipes with chromium plated taps and fittings;
- k) One each white wash basin and toilet pan will be provided in WC;
- l) All fittings such as hinges, door handles, tower bolts, all-drop and letter slit on main door will be in anodised aluminium.



REGISTRAR
 1-1-1911

4th 5th TYPICAL FLOOR PLAN

P. D. Sawant.

SHIRALKAR & CO.

Advocates & Solicitors

V. K. Shiralkar
Advocate & Solicitor

C/o. H. K. Joshi & Co. P. Ltd.
46, Mittal Chambers, 4th Floor
Nariman Point, Bombay 400 021
Tele: 2020047, 2025403

TO WHOMSOEVER IT MAY CONCERN

Re : All that piece or parcel of land with structures admeasuring 611 square yards equivalent to 510.86 square metres situate and being Plot No. 121 of Dadar Matunga (South) Estate and forming part of land bearing New Survey No. 5/1150 and Cadastral Survey No. 120/10 of Matunga Division situate in the 5th Lane of area known as "Hindu Colony" within the Registration District of Bombay City and Bombay Suburban.

- (1) Hari Purushottam Kirpekar,
- (2) Gopal Purushottam Kirpekar,
- (3) Shyamala Gopal Kirpekar,
- (4) Komal Gopal Kirpekar,
- (5) Swati Gopal Kirpekar,
- (6) Kunal Gopal Kirpekar,
- (7) Neelkanth Purushottam Kirpekar,
- (8) Neena Neelkanth Kirpekar,
- (9) Finn Neelkanth Kirpekar, and
- (10) Sheela Neelkanth Kirpekar. Vendors

To

Pratima Dilip Sawant Purchaser.

We have perused the following papers :—

- (1) Copy of the Agreement dated 16.1.1990 between Purushottam Kirpekar & Others and Pratima Dilip Sawant.
- (2) Copy of the Declaration dated 16.1.1990 of Purushottam Kirpekar & Others.
- (3) Copy of the Deed of Assignment dated 28.11.1935 between Laxman Janardhan Mulay and Others to Hari Kirpekar.
- (4) Consent Decree dated 15.1.1990 passed by the Hon'ble High Court of Bombay in O. O. C. J. Suit No. 253 of 1974.

From the aforesaid papers, it appears in brief that as on the date, the Municipal Corporation of Greater Bombay is the Lessor of the said property and one Dakshini Brahmin Co-operative Housing Society Ltd., is a Lessee thereof. By a document dated 28.11.1935 registered in the Office of the Sub-Registrar of Assurances at Bombay by and between one Laxman Janardhan Mulay, Yashodabai Janardhan Mulay and the said Dakshini Brahmin Co-operative Housing Society Ltd., and one Purushottam Hari Kirpekar, the said Laxman Janardhan Mulay and Yashodabai Janardhan Mulay, transferred and assigned all their right, title and interest which they had as substituted tenants of the said Dakshini Brahmin Co-operative Housing Society Ltd., in the captioned property to one Purushottam Hari Kirpekar. The said Dakshini Brahmin Co-operative Housing Society Limited was a party to the said document and had confirmed the same. In the circumstances, the said Purushottam Hari Kirpekar became the substituted tenant in respect of the said plot.

Captioned Vendors claim to be the only heirs of Purushottam Hari Kirpekar entitled to the said property. The other heirs of Purushottam Hari Kirpekar have by a Consent Decree dated 15th January, 1990 by way of release in partition transferred their rights, title and interest in the captioned property to one of the abovenamed Vendors.

The names of the Vendors have not yet been brought on record of the Property Register Card and the necessary Mutations are required to be effected.

The Vendors are required to obtain the necessary permission of Dakshini Brahmin Co-operative Housing Society Ltd., before assigning their interest in the said property.

There are certain monthly tenancies in the said property.

Subject to what is stated hereinabove, and subject to the due compliance of the terms and conditions contained in the aforesaid Agreement dated 16.1.1990 and based on the perusal of copies of the aforesaid documents and the searches taken in the Office of the Sub-Registrar of Assurances at Bombay and Bandra and in the Office of the Collector of Bombay, we are of the view that the title of the Vendors mentioned above substituted tenants in respect of the captioned property is clear and subject to the necessary permission of the said Dakshini Brahmin Co-operative Housing Society Ltd., is marketable and free from reasonable doubts.

Dated this 27th day of February, 1991.

For Shiralkar & Co.,

Sd/-

V. K. SHIRALKAR
Proprietor

P.D.S.

गा.प.मु.-बाय १६४०(३५०००-३-८७)
गा. नि., म. वि., फ. ७९०४, दि. १९-५-२३.]

[विनय-जिल्हाधिकारी (मं.) ८४

1179
15-1-91

MATUNGA. विभागातील

भू-कर पाहणी क्रमांक 120/10

मुंबई नगर भूमापन नोंदवहीतील प्रमाणित खरा उतारा नगर

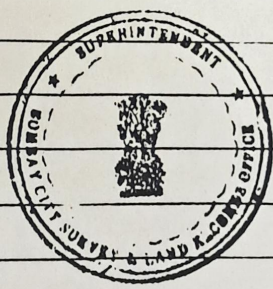
भूमापन नोंदवही क्रमांक 262 प्रपमावृत्ती
80 द्वितीयावृत्ती वरून

अधिकार, मुंबई नगर भूमापन व भूमि अभिलेख, यांनी दिलेला.

Note:- This is a true copy of the extract of C. S. Register which forms part of this office record and the area of the property referred to therein is 510.87 sq mtrs. i. e. Five hundred ten point Eighty Seven sq. mtrs. (in wards). Which has been verified with the Original and Correct.

7110792

Superintendent,
Bombay City Survey and Land Records



P.D.S.



TRUE EXTRACT

FROM,

CADASTRAL SURVEY SHEET NO. 579

(ED: 2nd 1927)

MAINTENANCE COPY (CANCELLED)

SHOWING

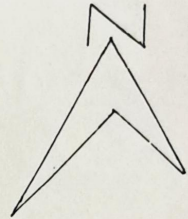
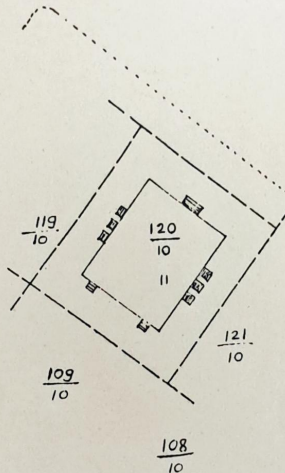
CADASTRAL SURVEY NO. 120/10

OF

MATUNGA DIVISION.

SCALE: 1-40 FEET TO 1 INCH

Name of Applicant: <u>D. Day. D. J. S.</u>
Date of Application: <u>15.1.91</u>
Receipt No: <u>5023178</u>
Date: <u>15.1.91</u>
Date of Issue: <u>18/10/92</u>



CHARGES FOR THE CERTIFIED COPY OF

TRUE EXTRACT OF THE PLAN RS. 22.50

TRACED BY: *[Signature]*

COMPARED BY: *[Signature]*

BOMBAY

DATED: 13-10-92

[Signature]
ASST. SUPDT.

CUM C.T.S.O. 2 BOMBAY

[Signature]
SUPERINTENDENT,

BOMBAY CITY SURVEY & LAND RECORDS

P. D. S.

