

## AGREEMENT FOR SALE

THIS AGREEMENT For Sale made and entered into at Bombay this 29TH day of NOVEMBER in the Christian Year One Thousand Nine Hundred and Seventy THREE. Between POONAM CONSTRUCTION CO., a firm registered under the Partnership Act 1908, and having its Office at 415 Commerce House, Nagindas Master Road, Fort, Bombay-1, hereinafter called "The Builders" of the First Part ( which expression shall unless it be repugnant to the context or meaning thereof include the Partners or Partner for the time being constituting or representing the said firm and the Survivors or Survivor of them and the heirs, executors or administrators of the last survivor and her / his heirs, executors, administrators and assigns ) of the One Part And SHRI/SMT/KUMARI... LILABAI... THAKURDAS... SATNANI...

of Indian Inhabitant, hereinafter called "The Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns ) of the Other Part ;

WHEREAS : (i) By an Indenture of Lease dated 13th day of August 1965 and made between Rao Manohar Singh of Bedla and Others, therein called the "Lessors" of the One Part



and Messrs Ishwardas Haridas Bhatia therein called the "Lessees" and hereinafter referred to as Sub-Lessors" of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under No. 2862 of Book No. I on 17th day of September 1965, the said Rao Manohar Singh of Bedla and Others demised unto the said Messrs Ishwardas Haridas Bhatia, the Sub-Lessors herein (therein called the "Lessees") the piece or parcel of leasehold land at Village Eksar, Borivli, more particularly described in the Schedule to the said Indenture of Lease and also described in the Schedule 'A' hereunder written for a period of 98 Years commencing from 1st day of August 1965 on the terms and conditions therein contained;

- (ii) The Sub-Lessors were in possession of the said piece or parcel of leasehold land and since then;
- (iii) By an Indenture of Sub-Lease dated 18th day of April 1973 the said Messrs Ishwardas Haridas Bhatia therein referred to as the "Sub-Lessors" of the One part and the Builders therein called the "Sub-Lessees" of the Other part and lodged for registration with the Sub-Registrar of Assurances at Bombay under No. S. 5 43/1973 on 27th day of April 1973 the Sub-Lessors granted and demised unto the Builders a portion of the said land admeasuring about 3,930 Square Yards equivalent to 3286 Square Metres or thereabouts forming portion of the said piece or parcel of land described in the Schedule <sup>AB</sup> hereto and more particularly described in the Schedule 'B' hereunder written for the remaining period of 98 years at the yearly rent of Rs. 15,000/- payable in quarterly instalment of Rs. 3,750/- each and on the terms and conditions therein contained;
- iv) The Builders, in pursuance of the said Indenture of Sub-Lease are in exclusive possession of the said portion of the Leasehold Land more particularly described in the Schedule to the said Indenture of Sub-Lease and also in the Schedule 'B' hereunder written. The said leasehold land is free from



encumbrances of whatsoever nature. The Builders are constructing on the said leasehold land a building known as "BUILDING NO. 1" in PREM NAGAR consisting of five Blocks 'A', 'B', 'C', 'D' and 'E'

- v) The plans and specifications of the said building have been sanctioned by the Municipal Corporation of Greater Bombay, under No. CE/1103/BS II/A/R on 23rd day of February, 1973. The Purchaser/s has/have taken inspection of the original of such sanctioned building plans and specifications and confirm the same.
- vi) The Purchaser/s has/have also inspected the Certificate of Title issued by the Builder's Attorneys Messrs JAMSHEDJI RUSTAMJI & DEVIDAS & JANI & MERCHANT (a copy whereof is annexed to this Agreement and marked Exhibit 'C')
- vii) The Purchaser/s has/have taken inspection of the said Indenture of Lease dated 13th day of August 1965 and the said Indenture of Sub-Lease dated 18th day of April 1973 and is/are fully conversant with the terms and conditions contained therein and has/have agreed to purchase the flat and/or garage with full knowledge of the terms and conditions contained in the said documents.
- viii) The Builders are entering into several agreements with various other persons and parties in respect of the flats and garages in the said building known as "BUILDING NO. 1" in "PREM NAGAR" consisting of 'A', 'B', 'C', 'D' and 'E' Blocks and the said agreements are in indetical terms with this Agreement mutatis-mutandis.
- ix) The Purchaser/s has/have agreed to acquire from the Builders Flat / Garage No. 15 on 3rd floor in D Block of BUILDING NO. 1 in "PREM NAGAR" to be constructed on the said leasehold land and delineated in red colour boundaries on the plan

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attached hereto, on the terms and conditions hereinafter mentioned; the Builders shall provide the amenities in the said flats as shown in Exhibit 'D' hereto.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

1. The Builders shall construct a Building known as " BUILDING NO. 1 consisting of Blocks 'A', 'B', 'C', 'D' and 'E' in " PREM NAGAR " on Plot No. 24/B (1) of the Town Planning Scheme No. I. Borivli (West) Bombay, more particularly described in Schedule 'B' hereunder written as per the said plans and specifications approved by the Municipal Corporation of Greater Bombay and seen and approved by the Purchaser/s with such variations and modifications as may be required hereafter by the Municipal Corporation of Greater Bombay and/or any Public Authority as the case may be.

2. The Purchaser/s agree/s to purchase the said premises viz. Flat/Garage No. 15 on 3RD floor in (D) Block of " BUILDING NO. 1 consisting of Blocks 'A', 'B', 'C', 'D' and 'E' in Prem Nagar, as shown on, the plan for the total sum of Rs. 18000/= (Rupees EIGHTEEN THOUSAND ONLY) in consideration of which the Purchaser/s shall have undivided, impartible share, right, title and interest in the said piece or parcel of land described in Schedule 'B' hereunder written and the Building to be constructed thereon, which shall bear the same proportion as the amount paid by the Purchaser/s bear/s to the total amount received by the Builders for the price of the flat/garage.

3. The Purchaser/s shall pay the consideration amount of the aforesaid flat/garage to be purchased by him/her/them as under :-

- (a) Rs. 9000/= as Earnest Money on the execution of this agreement.
- (b) Rs. .... on or before .... day of .... 1973
- (c) Rs. .... on or before .... day of .... 1973

Handwritten notes in blue ink: "15" and "3RD" with circled 'P' symbols.

Handwritten note in blue ink: "9000" with a circled 'P' symbol.

Handwritten note in blue ink: "15"

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(d) Rs. 9000/= on or before possession being offered of the said flat/garage.

(time for payment of each of the aforesaid payments shall be of the essence of the contract.)

4. The Purchaser/s doth/do hereby covenant with the Builders to pay the above installments on the respective due dates without default (time being of the essence of the contract) In default of payment of any of the instalments as above or any breach committed of the terms and conditions herein contained or for non-observance thereof by the Purchaser/s, the Builders shall be entitled to terminate this agreement, in which event the Earnest Money paid by the Purchaser/s shall stand forfeited to the Builders and this agreement shall stand terminated and the parties shall have no claim of any nature whatsoever against each other and the Builders shall be entitled to re-sell the said Flat/Garage to any outsiders without any objection by the Purchaser/s.

5. Possession of the said premises shall be delivered to the Purchaser as soon as the building is ready for use and occupation provided all the amounts due by the Purchaser under the Agreement are paid to the Builders. The Purchaser/s shall take possession of the said premises within seven days of the Builders giving written notice to the Purchaser intimating that the said premises is ready for use and occupation.

6. Possession of the said premises shall be delivered by the Builders to the Purchaser latest by... DEC... 1973... If the Builders are unable to deliver possession of the said premises by the date aforesaid or if the completion of the said building is delayed by reason of non-availability of steel and/or cement or other building materials, or reasons beyond their control, such as water connection, or war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public authority, the time of delivering possession thereof shall be extended till such time as the aforesaid reason is over,

7. If for any reason, the Builders are unable or fail to give possession of the said premises to the Purchaser within the date specified in Clause 6 above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Purchaser shall be entitled to give notice to the Builders terminating this Agreement, in which event the Builders



shall, within two weeks from the receipt of such notice, refund to the Purchaser the aforesaid amounts that may have been received by the Builders from the Purchaser as instalments in part-payment in respect of the said premises with simple interest on such amounts at nine percent per annum from the date of receipt till repayment. Neither party shall have any other claim against the other in respect of the said premises or arising out of this agreement.

8. The Purchaser shall pay his/her/their proportionate share of the outgoings for Ground Rent, Water Charges, Municipal taxes, Insurance, Common Lights, Chowkidars, Sweepers, Sanitation and other expenses of and incidental to the management and maintenance of the said building. The Purchaser shall before taking possession of the said flat/garage keep deposited with the Builders a sum of Rs. 500/- as Security Deposit for the due payment of the said outgoings. The Builders shall be entitled to deduct from the said deposit amount of Rs. 500/- the dues from time to time being payable by the Purchaser till the Co-operative Housing Society or Limited Company or Association of Apartment owners is formed, and transfer the balance amount to the Co-operative Housing Society or Limited Company or Association of Apartment owners to be formed as hereinafter mentioned. The Purchaser/s shall before delivery of possession of each flat/garage to him/her/them, deposit a further sum of Rs. 250/- with the Builders towards his/her/their proportionate share of legal costs mentioned hereinafter and Rs. 251/- as entrance fee and share money for the purchase of 5 shares of the Co-operative Housing Society or Limited Company or Association of Apartment Owners to be formed as hereinafter mentioned and shall also pay interest to the Builders at nine percent per annum on all the outgoings due and payable by the Purchaser/s to the Builders.

9. The Purchaser/s shall not let, sublet, transfer, assign or part with possession of the said flat/garage or any part thereof till he/she/they has/have paid in full all amounts due and payable by him/her/them to the Builders or to the Co-operative Housing Society or Limited Company or Association of Apartment owners. The Purchaser/s shall be entitled to let, sublet transfer or assign or part with possession of the same on giving one week's notice in writing to the Builders or to the Co-operative Housing Society or Limited Company or Association of Apartment owners expressing his/her/thier intention to do so, and obtaining the Builder's or the Co-operative Housing Society or Limited Company's or Association of Apartment owners consent in that behalf.



10. The Purchaser/s shall pay regularly on or before the 20th day of each month the proportionate outgoings as determined by the Builders and/or the Co-operative Housing Society or Limited Company or Association of Apartment owners for the Ground Rent, Municipal Taxes, Water charges and other common expenses viz. common lights, chowkidars, sweepers etc. mentioned in clause 8 above in respect of the said flat/garage to the Builders, till the Co-operative Housing Society or Limited Company or Association of Apartment owners is formed and thereafter to the said Co-operative Housing Society or Limited Company or Association of Apartment owners.

11. The Builders shall be entitled to a charge on the said premises purchased by the Purchaser/s for any amount due and payable by the Purchaser/s under this Agreement, till all the amounts due and payable under this Agreement, are paid by the Purchaser/s and the Purchaser/s shall have no claim in respect of the said premises against the Builders.

12. The Builders hereby covenant with the Purchaser/s that subject to the Purchaser/s strictly paying the dues under this Agreement and observing the terms and conditions on the part of the purchaser/s to be observed and performed, the Purchaser/s shall peacefully hold and enjoy the said premises without any interruption by the Builders or any person lawfully claiming through under or in trust for them.

13. All Notices to be served as per terms of this Agreement on the Purchaser shall be deemed to have been duly served if they are sent to the Purchaser by Registered Post at his/her/their following address :

33/A, 5<sup>TH</sup> FLOOR, ROOM N<sup>o</sup>: 6

BADAM WADI, KALBAJEVA ROAD

BOMBAY-2

14. Any delay, indulgence or negligence on the part of the Builders in enforcing the terms and conditions of this Agreement or forbearance or grant of time to the Purchaser/s shall not be considered as a waiver on the part of the Builders of the breach of any of the terms and conditions of this agreement nor shall waiver in any way prejudice the rights of the Builders against the Purchaser/s.

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15. If any additional floor space index for construction is hereafter or after completion of the said building made available by the Municipal Corporation of Greater Bombay, the Builders alone shall be entitled to the same and neither the Purchaser/s nor the Co-operative Housing Society nor the Limited Company nor the Association of Apartment owners shall be entitled to the same and the Builders shall be at liberty to utilise the same in such manner as the Builders in their absolute discretion may deem fit and proper.

16. The Builders shall be entitled to raise additional storeys at any time as may be permitted by the Municipal Corporation of Greater Bombay without any objection by the Purchaser/s and such additional storeys shall be the sole and exclusive property of the Builders who shall be entitled to deal with or dispose off the same in such manner as they think fit but without affecting the Purchaser/s right in respect of the said flat/garage. The Builders shall also be entitled to use the terrace and the entire parapet wall of the terrace as the Builders deem fit and all income derived therefrom shall be the absolute property of the Builders and the Assignment in favour of the Co-operative Society or Limited Company or Association of Apartment owners shall contain the necessary covenants in favour of the Builders in this behalf.

17. The purchaser/s shall not be entitled to any rebate and/or reduction in the sale price of the flat/garage on account of the construction of the additional floors on the said building and/or the changes, alterations and additions made in such building or buildings.

18. The Purchaser/s shall maintain at his/her/their own cost the flat/garage agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/them until the said building is handed over to the Co-operative Housing Society or Limited Company or Association of Apartment owners and shall abide by all the ~~the~~ bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Bombay and Bombay Suburban Electric Supply Co. Ltd., or any other authorities and local bodies and shall attend, answer and be solely responsible for all actions or for violations of any of the said conditions or rules or bye-laws.

19. The Purchaser/s hereby covenant/s with the Builders to pay the amounts payable by the Purchaser/s under this Agreement and to observe



and perform the terms, covenants and conditions contained in this agreement and the said Indenture of Lease and the Sub-Lease and in the Deed of Assignment to be executed by the Builders in favour of the said Co-operative Housing Society or Limited Company or Association of Apartment owners in respect of the said land, hereditaments and premises described in the Schedule 'B' hereunder written and the building standing thereon and to keep the Builders indemnified against the said payment and observance and performance of the said covenants and conditions.

20. The Purchaser/s along with the other Purchasers who take or have taken the other flats/garages in the said building, shall form themselves into a Co-operative Housing Society or a Limited Company or Association of Apartment Owners. On the co-operative Housing Society or a Limited Company or Association of Apartment owners being registered or being incorporated as the case may be, the rights of the Purchasers of the said premises will be recognised and regulated by the provisions of the said Co-operative Housing Society or Limited Company and the Rules and Regulation framed by the Co-operative Housing Society or Limited Company or Association of Apartment owners as the case may be.

21. On completion of the said building and on receipt by the Builders of the full payment of all the amounts due and payable to them by all the Purchasers of the said building the Builders shall co-operate with the Purchaser/s in forming, registering or incorporating a Co-operative Housing Society or a Limited Company, or Association of Apartment owners the rights of members of the Co-operative Housing Society or of the Limited Company or Association of Apartment owners as the case may be, being Subject to the rights of the Builders under this Agreement and the Deed of Assignment to be executed by the Builders in favour of the said Co-operative Housing Society or a Limited Company or Association of Apartment owners as the case may be, and on receipt of all the amounts due and payable to the Builders are paid in full as aforesaid, the Builders shall execute the necessary Deed of Assignment of the said Leasehold land (with the building then standing thereon) in favour of such Co-operative Housing Society or Limited Company, or Association owners as the case may be. The Purchaser/s agree/s to sign and execute all papers and documents necessary for the formation and registration of the Co-operative Housing Society or Limited Company or Association of Apartment owners including the bye-laws of the proposed Co-operative Housing Society and duly fill, in sign and return the same



within 10 (ten) days of the same being forwarded by the Builders to the Purchaser/s. The Purchaser/s shall be bound from time to time and at all times to sign all the papers and documents and to do all other acts and things as the Builders may require him/her/them to do from time to time for safeguarding the interest of the Builders and of other Purchasers of Flats/Garages of the said Building. Failure to comply with the provisions of this clause will render this agreement ipso-facto void and the earnest money paid by the Purchaser/s shall stand forfeited to the Builders.

22. The Purchaser/s shall permit the Builders and their servants or agents with or without workmen and others at all reasonable times after previous reasonable notice in that behalf to enter into and upon his/her/their flat/garage or any part thereof to view and examine the state and condition thereof.

23. The Purchaser/s shall permit the Builders and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the flat/garage or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, watercovers, gutters, wires, party structure and other conveniences belonging or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainages and water-pipes and electric wires and for similar purposes until the said building is taken over by the said Co-operative Housing Society or Limited Company or Association of Apartment owners

24. The Purchaser/s will not at any time demolish or cause to be demolished any part of the said flat/garage agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature to the said Flat/Garage or any part thereof without the previous consent in writing of the Builders until the Co-operative Housing Society or Limited Company is formed and thereafter of the Co-operative Housing Society or the Limited Company or Association of Apartment Owners.

25. After possession of the said flat/garage is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said building are required to be carried out by the Government, Municipality, or any statutory authority, the same shall be carried out by the Purchaser/s



in co-operation with the Purchaser/s of the other flats and garages in the said building at their own cost and the Builders shall not be in any manner liable for the same.

26. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said building or increased premium becomes payable in respect thereof.

27. After the building is complete, ready and fit for occupation and after the Co-operative Housing Society or Limited Company or Association of Apartment owners is formed and registered and after the Builders have received all the dues payable to them under the terms of the respective agreements with various flat/garages holders, the Builders shall execute in favour of the said Co-operative Housing Society or Limited Company, or Association of Apartment owner an Assignment of the said Lease-hold land, hereditaments and premises ~~together with the building then standing thereon~~ described in the Schedule hereunder written. together with the building then standing thereon.

28. In the event of the Co-operative Housing Society or Incorporated Body or Association of Apartment owners being formed and registered before the sale or disposal by the Builders of all other flats/garages in the said building, the powers and authorities of the Co-operative Housing Society so formed or the Limited Company or Association of Apartment Owners so registered shall be subject to the over all control of the Builders in respect of any of the matters concerning the said Building and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the disposal off the unsold flats and garages at any stage for some reason or other and all the Purchasers of such unsold flats and garages shall be admitted as members of the said Co-operative Housing Society or as Share Holders of the said Limited Company or Association of Apartment Owners with the same rights and same benefits and subject to the same obligation as the Purchaser/s and the other members of such Co-operative Housing Society or Limited Company or Association of Apartment owners may be entitled to and without any reservation or condition whatsoever and the Purchaser/s shall consent to admit such Purchaser/s as Members of such Co-operatives Housing Society or as Share Holders of such Limited Company or Association of Apartment Owners as aforesaid without raising any objection whatsoever.



29. PROVIDED that the Builders do not in any way affect or prejudice the rights hereby granted in favour of the Purchaser/s in respect of the Flat/Garage agreed to be sold to the Purchasers the Builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their rights, title and interest in the said Leasehold land, and the buildings constructed thereon and/or to be constructed thereon hereafter.

30. So long as each flat/garage in the said building is not separately assessed by the Municipal Corporation of Greater Bombay for property taxes, water charges, and other taxes if any, the Purchasers shall pay the proportionate share of the said taxes as determined by the Builders on the basis of the area of each Flat and Garage sold. The Builders shall not be liable to contribute towards the maintenance charges of the un-sold flats/garages. The Builders shall be entitled to refund of the Municipal Taxes, etc. on account of the unsold flats and garages.

31. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the Municipality, Government and/or any other public body or authority in respect of the said leasehold land and/or the buildings, the same shall be the responsibility of all the flats and garages holders of the said building and the same shall be borne and paid by all the flats and garages holders in proportion to the respective floor area of their respective flats/garages.

32. The Attorneys of the Builders shall prepare and/or approve, as the case may be the Deed of Assignment and declaration etc. and all other documents to be executed in pursuance of this Agreement as also the Bye-laws or the Memorandum and Articles of Association in connection with the formation, registration, and/or incorporation of the Co-operative Housing Society or the Limited Company or Association of Apartment owners as the case may be. All costs, charges and expenses, including the Stamp Duty, Registration charges and other expenses of and incidental in connection with the preparation and execution of the Deed of Assignment and declaration etc. and other documents and the formation, registration or incorporation of the Co-operative Housing Society or the Limited Company or Association of Apartment owners as the case may be, shall be borne, shared and paid by all the Flats and Garages holders of the said building, in proportion to the respective area of the respective flats and garages and/or by such Co-operative Housing Society or Limited Company or Association of Apartment owners.



33. The Purchaser/s will lodge this Agreement with the Sub-Registrar of Assurances for registration and the Builders will attend the Sub-Registry and admit execution thereof, after the Purchaser informs them the number under which it is lodged.

34. The Purchaser/s shall not use the said premises for any purpose other than as Residence/parking a car.

35. Nothing contained in these presents is intended to be, nor shall be construed to be a grant, demise or assignment in law of the said premises or the lease-hold land, hereditaments and premises or any part thereof or of the said building thereon or any part thereof, untill the said Co-operative Society or the Limited Company [REDACTED] or the Association of the Apartment owners is formed.

36. In case any additional security deposit is demanded by the Municipal Corporation of Greater Bombay for the purpose of giving water connection to the said Building, such additional deposit shall be payable by all the Flat/Garage holders of the said building in proportion to the respective areas of the flats and garges. The Purchaser/s agree/s to pay to the Builders, within seven days of demand, such proportionate share of the Purchaser/s of such deposit, and a breach of this condition shall entitle the Builders to terminate this agreement and on such termination this agreement shall come to an end.

37. The Purchaser shall pay brokerage to M/s. INDO SAIGON AGENCY ..... at the rate of 2 percent on the purchase price of the said flat/garage to be acquired by the Purchaser on the execution of this agreement.



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

(Schedule as per Indenture of Lease dated 13-8-65 for entire property)

SIGNED SEALED AND DELIVERED by )  
the withinnamed BUILDERS MESSRS )  
POONAM CONSTRUCTION COMPANY )

For Poonam Construction Co.



Partner.

in the presence of .. Anilal J. S. .. )

SIGNED SEALED AND DELIVERED by )  
the withinnamed PURCHASER/S )  
MRS. LILABAI T. SARNANI .. )

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in the presence of .. .. )



A. D. MERCHANT  
I. M. KANGA  
F. H. TAPIA  
M. M. DADHICH

JAMSHEDJI RUSTOMJI & DEVIDAS & JANI  
& MERCHANT

Crescent Chambers, Tamarind Lane,  
Bombay - 1.

Gram : FORENSIC

Phones : 254649, 254871, 254761

Ref. No. KL/3726/73

**TO WHOMSOEVER IT MAY CONCERN**

Re : Sub-Lease of property situate in Village Eksar, Taluka Borivli Dist Bombay Suburban admeasuring 3930 sq. yds equivalent to 3286 sq. metres and the portion of 44 : Municipal Development Road, Opp. the said land admeasuring 773 sq. yds. equivalent to 646 square metres both totally admeasuring 4703 sq. yds equivalent to 3932 sq. meters and bearing Plot No. 24 (b) (part) of the T. P. S. I Borivli West.

Ishwardas Haridas Bhatia & others carrying on business in partnership in the firm name and style of M/s. Ishwardas Haridas Bhatia....Sub-Lessors.

To

Smt. Rajni Gobind Daryanani and others carrying on business in partnership in the firm name and style of M/s. Poonam Const. Company Sub-Lesseees

By an Indenture of Lease dated 13th August 1965 made between Rao Manohar Singh of Bedia and others therein called "the Lessors" of the One Part and Shri Ishwardas Haridas Bhatia and others carrying on business in partnership in the firm name and style of M/s. Ishwardas Haridas Bhatia therein called "the Lessees" of the Other Part and registered in the Office of the Sub-Registrar of assurances at Bombay under Serial No. 2862 of Book No. I on 17th September, 1965, the said Rao Manohar Singha of Bedia and other demised unto the said Ishwardas Haridas Bhatia and others partners of M/s. Ishwardas Haridas Bhatia pieces or parcels of agricultural land at Village Eksar Borivli and more particularly described in the Schedule to the Indenture of Lease for a period of 98 years commencing from 13th August, 1965. on the terms and conditions therein contained.

AND WHEREAS by an Indenture of Sub-Lease dated 18th April, 1973 and made between Ishwardas Haridas Bhatia and others partners of M/s. Ishwardas Haridas Bhatia therein and hereinafter called the "sub-Lessors" of the First Part and Smt. Rajni Gobind Daryanani and others carrying on business in partnership in the firm name and style of M/s. Poonam Construction Co., therein and hereinafter called "the sub-lessees" of the Second Part



Sub:-Lessors demised by way of sub-lease unto the sub-Lessees all those pieces or parcels of land admeasuring 3930 sq. yds. equivalent to 3286 sq. metres (being a portion of the land comprised in the above Indenture of Lease) to hold the same unto the Sub Lessess for the remaining unexpired term of the said Indenture of Lease mentioned and yielding and paying therefore to the Sub-Lessors or person or persons as directed by the Sub-Lessors during the said term thereby granted the yearly rent therein mentioned and on the terms conditions and covenants as therein contained.

Subject to what is stated above we hereby certify that we have examined the title of the Sub-Lessors Ishwardas Haridas Bhatia and others partners of M/s. Ishwardas Haridas Bhatia to their said vacant plot of land situate in village Eksar, Taluka Borivli and admeasuring in aggregate 4703 sq. yds. equivalent to 3932 sq. metres and bearing Plot No. 24/B (Part) of the T. P. S. I., Borivli West and more particularly described in the Second Schedule to the Indenture of Sub-Lease and found the same on such examination to be marketable and free from all reasonable doubts.

Bombay Dated this 30th day of April, 1973.

JAMSHEDJI RUSTOMJI & DEVIDAS &  
JANI & MERCHANT

Sd/-

Ismail M. Kanga.  
Partner

Attorneys for M/s. Poonam Construction Company.



## The Schedule 'A' Above Referred To:

ALL THAT piece or parcel of land or ground with the messuages tenement or dwelling house standing thereon situate lying and being in the Village Eksar Taluka Borivli District Bombay Suburban in the Registration Sub-District of Bandra containing by admeasurement 22975 square yards equivalent to 19207 square metres or thereabouts and bearing Plot No. 24 (part) of the Town Planning Scheme Borivli No. I and forming part of the lands hereditaments and premises registered in the Books of the Collector of Municipal Rates and Taxes under R-Ward Nos. 5069 (1), 5069 (2), 5069 (3), 5070, 5071 and Street Nos. 279, 283, 281, 280 and 284.

## The Schedule 'B' Above Referred To:

ALL THAT PIECE OR PARCEL of vacant land or ground situate lying and being in the Village Eksar, Taluka Borivli, District Bombay Suburban, in the Registration Sub-District of Bandra, containing by admeasuring 3,930 square yards equivalent to 3,286 square metres and the portion of the 44' Municipal Development Road opposite the said land or ground admeasuring about 773 square yards equivalent to 646 square metres or thereabout and both totally admeasuring 4,703 square yards equivalent to 3,932 square metres or thereabouts, and bearing Plot No. 24/B (part) of the Town Planning Scheme No. I, Borivli West and forming part of the lands hereditaments and premises registered in the Books of the Collector of Municipal Rates and Taxes under "R" ward Nos. 5069 (1), 5069 (2), 5069 (3), 5070, 5071 and Street Nos. 279, 283, 281, 280 and 284 and bounded as follows, that is to say, on or towards the North by open Plot of land bearing Nos. 24-B/I belonging to Eklingjee Trust, on or towards the South by Usha Maternity Home, on or towards the East partly by Land in S. No. 194 and 195 and on or towards the West by 44' Municipal Development Road.



## EXHIBIT "D"

## LIST OF AMENITIES

- 1) Entire flooring shall be mosaic tiles, each room having half tile skirtings.
- 2) Bathrooms and W.C's shall have white glazed flooring tiles and a 3'-6" high dado of similar tiles for bathrooms and 1'-6" for W.C's
  - (a) The bathroom shall have (i) Wash Basin. (ii) Shower., (iii) Mirror with shelf, (iv) Chromium - finished taps, (v) Towel Rod. In addition there shall be one electric instantaneous type Geyser of Indian make, in the Bathroom (i, e, one geyser in each flat).
  - (b) The W. C. will be of Indian type with high level flush tank.
- 3) Sanitary Wares : All the wash basins, W. C's shall be of Indian make. All pipe work of water supply shall be open type. All piping shall be previously tested by the Bombay Municipal Corporation and incorporated in the work.
- 4) One Fan in living Room of 36" of Orient make, or of Std. quality.
- 5) Electric Installations : All living rooms, bedrooms, bathrooms, pantry kitchen and store rooms shall be fitted with open wiring :  
The installation of Electric points in the flats are as follows :-
  - a) Living Room : (i) Two Light points (ii) One Plug Point  
(iii) One Power Plug.
  - b) Bed Room : (i) Two Light Points (ii) One Plug Point  
(iii) One Fan Point.
  - c) Kitchen : (i) One Power Plug (ii) One Light Point
  - d) Bathroom : (i) One Light Point (ii) One Geyser Point
  - e) W. C. : (i) One Light Point.

Main Lines : There shall be a separate main for each flat upto the service position for the lighting and the domestic meters.



The lighting main line shall be drawn in 2x3/20 V. I. R. wires and 2x7/20 V. I. R. wire shall be used for domestic line. The wires shall be of approved I. S. I. mark.

**Main Switches :** These shall be of Iron-clad and of Indian Manufactured for suitable capacity.

Main Switches : I. C. D. P. 30 Amps for Domestic Line.

Main Switches : I. C. D. P. 15 Amps for Lighting.

**Wall Boxes :** These will be made from Teakwood (inside varnished) of required size to fix up the switches.

**Domestic Power Points :** The wiring of the Power Points shall be 2x7/20 of approved I. S. I. Mark.

**C.T.S. Wiring:** Open wiring on batton shall be with 1/18 C. T. S. single Cable of approved I. S. I. Mark with nails and screws of steel, brass clips without bulbs and shades.

**Accessories :** Switches, Sockets the ceiling roses and holders will be of any approved Indian make. All these shall be piano type not less than 5 amps. capacity.

- 6) Mosaic cooking platform with mosaic sink and nahani
- 7) Sufficient capacity of storage tanks with the electric water pump to ensure abundant supply of water.
- 9) All main entrance doors shall be Flush doors with teak veneer French polished, fitted with a night latch and peep hole of Indian make.

#### GENERAL SPECIFICATIONS :

**Woodwork :** All doors inside shall be pucca Indian Teak 4" x 3' average size frames and finished with three coats of oil paints with 1½" commercial flush shutters of Indian make. All windows shall be pucca teak wood 4" x 3" size in frames and 1½" teak wood shutters with Indian make glass finished with three coats of oil paint. All fittings namely handles, aldrops, tower bolts, latches required for doors and windows shall be of Aluminium.



