



# MAJESTIC SHOPPING CENTRE PREMISES CO-OP. SOCIETY LTD.

Regd. No. Bom / W-D / GNL (O) / 366 / 93-94 dt. 10/6/1994  
144, J. S. S. Road, Girgaon, Mumbai - 400 004. Contact : Manager - ~~98922 22256~~

Date: 09-12-2016

To:  
The Manager,  
Central Bank of India,  
BDB Branch, BKC,  
Bandra (East),  
Mumbai-400051.

Reg:Office Premises No. 1004 of M/s. SHIVAM in the building called  
Majestic Shopping Centre Premises Co-Op. Society Limited situated  
At 144, J. S. Road, Girgaon, Mumbai-400004.

Dear Sir,

This to confirm that the above society is registered under No. BOM/W-D/GNL(O)/366/1993-94 dt. 10-06-1994.

The Sale Deed/Lease Deed in respect of the land bearing Plot No. C.S.1458 has been executed in favour of the society under Registration No. BOM/W-D/GNL(O)/366/1993-94 dt. 10-06-1994 and as such the Society is the owner of the said plot of land and the building thereon. The society has allotted/transferred/agreed to transfer the above flat/plot /office premises to M/s. SHIVAM we undertake to submit the deed documents to M/s. SHIVAM, if not already done, once it is registered in favour of this allottee and received the from the concerned authorities.

We hereby assure you that the said flat/ plot, the said building and the land appurtenant thereto are not subject to any encumbrance, charged or liability of any kind whats so ever and that the entire property is free and marketable.

We further confirm we have clear, legal and marketable title to the said property and every part thereof and that all taxes and dues in respect thereof have been paid up to date. We have no objection to your giving a loan to the said allottee/transferee/proposed transferee and his/her/their mortgaging the said flat/plot to you by way of security for the loan.

We also inform you that the Share Certificates have been issued/transferred to the said allottee/transferee.

We confirm to you that we undertake to comply with the provisions of the Apartments Ownership Act and the rules therein as applicable to the society.

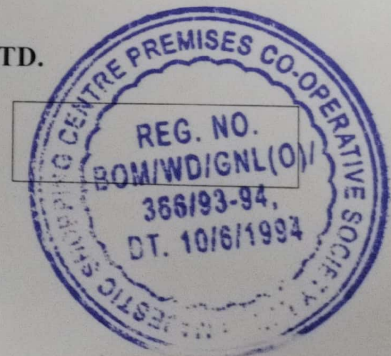
We have noted Central Bank of India's lien on the property. We undertake that as soon as the registration formalities are completed, we will send the registry documents to Central Bank of India directly.

Yours faithfully,

For MAJESTIC SHOPPING CENTRE PREMISES CO.OP.SOC.LTD.

(Mr. Surendra K. Dassani)  
Chairman

Seal of the Society to be affixed here



MAJESTIC SHOPPING  
CENTRE PREMISES

CO-OPERATIVE SOCIETY LIMITED

(Registered under M.C.S. Act, 1960) (Registration No. BOM/W-D/ and Date 10-6-1994)

GNL/(O)/366/93-94

No. 114

SHARE CERTIFICATE

Authorized Share Capital Rs. 500000 Divided into 10,000 shares each of Rs. 50/- only

Member's Register No. 87 01004.

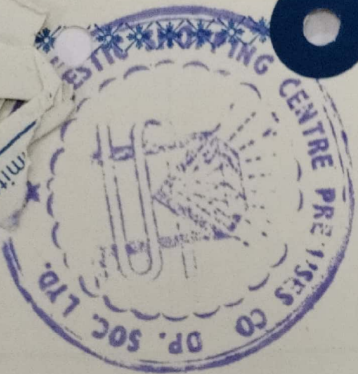
THIS IS TO CERTIFY that Shri/Smt. Shivam.

of Bombay is the Registered Holder of (Ten) shares from No. 691  
to 700 of Rs. 500/- ( Five Hundred only )

in THE MAJESTIC SHOPPING CENTRE, Premises CO-OPERATIVE SOCIETY LTD.  
144, J. S. Road, Girgaum Bombay-400 004. 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 10th  
day of April 1995



Chairman

Virendra

S. M. L. H.

Hon. Secretary

Hon. Treasurer  
or M. C. Member

Babulal Pruthi

[P.T.O.]

बृहन्मुंबई महानगरपालिका  
MUNICIPAL CORPORATION OF GREATER BOMBAY

No. EB/6682/A

Ex. Eng. B. Gg., Proposals-City,  
"E" Ward Municipal Offices,  
2nd Floor, 10-Bk, Netaji Park,  
Mumbai, Bombay-400 003.

dated :- 20-2-88

To  
M/s. Chawla Architects  
& Consultants Pvt. Ltd.  
Architects,  
Hari Chambers, 2nd Floor,  
58/64, Shaheed Bhagatsingh Road,  
Bombay-400023.

Sub :- Proposed building on C.S.No.1458 of Girgaum  
Division.

Ref :- Your letter dated 11-1-1988.

Sirs,

WITHOUT PREJUDICE

By direction, I have to inform you that there is no objection to occupy shopping centre (i.e. previously Theatre portion as per approved plan under No. EB/6682/A dated 10-9-86) subject to following conditions -

- (1) That the voids 12th and 13th floors shall be closed by cross beams to make unusable.
- (2) That the windows on mezzanine floor shall be closed by ventilation at 5'-0" height and shall be used for storage only as per condition.
- (3) That the premium of Rs. 10,000/- shall be paid for non-demolition of staircase against misuse of terrace treated at 2nd floor slab.
- (4) That a registered undertaking shall be submitted as the misuse of terrace at 2nd floor level.
- (5) That the setback area to be transferred in the name of B.M.C. and P.R. board deducting the setback area shall be submitted within six months, from the receipt hereof.

This occupation permission is without prejudice to the rights of Municipal Corporation of Greater Bombay to take action under section 353.A of the B.M.C. Act, if found necessary.

Yours faithfully,

S. G. Chitambar  
Executive Engineer  
Building Department

10.20.2.88.

बृहन्मुंबई महानगरपालिका  
MUNICIPAL CORPORATION OF GREATER BOMBAY

No. EB/6682/A of 19.9.89

To

M/s. Chawla Architects & Consultants (P) Ltd.,  
Hari Chambers, 3rd Floor,  
58/64, S. Bhagatsingh Road,  
Bombay-400 023.

Ex. Eng. B. dg. P. 1000010-711  
"E" Ward Municipal Office  
3rd Floor, 10-8a, Malabar Hill,  
Breach, Bombay-400 023.

Sub.: Proposed building on plot bearing  
C.S.No.1458 of Girgaon Division  
at J.S.S. Road.

Sirs,

Ref.: Your letter dated 25-8-89.

The Completion Certificate submitted by you on 25-8-89  
for the above work, is hereby accepted, subject to submission  
of Certificate under Sec.270A of Bombay Municipal Corporation  
Act.

Yours faithfully,

*S. B. Ch*  
Executive Engineer (City)  
Building Proposals



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मुद्रांक अधिकारक, मुंबई  
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DEED OF DECLARATION AND CONFIRMATION.

THIS DEED OF DECLARATION AND CONFIRMATION made at BOMBAY this 30<sup>th</sup> day of NOVEMBER in CHRISTIAN YEAR ONE THOUSAND NINE HUNDRED EIGHTY NINE by M/S. SHIVAM declare , state and confirm on Oath as follows:-

- (1) That by an Agreement for Sale dated 9th February 1980 we have purchased an office Premise No. 1004 on 10th Floor, in the building known as Majestic Shopping Centre, 144- Girgaum Road, Bombay- 400 004 from M/S. GOWANI THEATRES PVT. LTD., at a price of Rs.63,000/- (Rupees Sixty three thousand only) and on the terms and conditions mentioned in the said Agreement for Sale dated 9th February 1980, and the said Office Premises No. 1004, on 10th Floor in the Building known as Majestic-Shopping Centre, 144-Girgaum Road, Bombay- 400 004 in the Registration sub. Dist., and District Bombay city and Bombay suburban Land admeasuring 2590 Sq. Yards bearing C.S. No. 1458 of GIRGAUM DIVN.

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*[Handwritten signature]*

....P.T.O.

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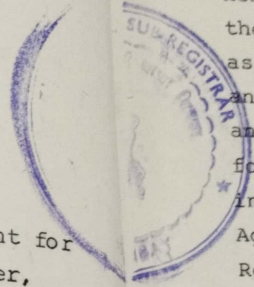
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(2) That after the execution of the said Agreement for Sale dated 9th February 1980, the said Builder, M/s. GOWANI THEATRES PVT. LTD., and ourselves have not appeared before the Sub Registrar of Assurances Bombay for Registration of the said Agreement for Sale dated 9th February 1980. Now we are desirous to lodge for Registration the said Agreement for Sale dtd. 9-2-80 and also admit execution of the same before the Sub Registrar of Bombay. We have therefore taken an advice of our Advocate and he has advised us that each and every Agreement of Ownership Flats, Commercial Premises are Compulsory for Registration. We therefore decided to bring the said Agreement for Sale dated 9th February 1980 on record of Sub-Registrar's Office, Bombay, therefore this declaration and confirmation is executed.

NOW THIS INDENTURE witnesseth THAT in pursuance of the said desire and in consideration of the said office premises we do hereby confirm the said Agreement for Sale dated 9th February 1980 and the same is still valid and the Original Agreement for sale dated 9th February 1980 is annexed herewith as Exhibit 'A' and we do hereby

...3...

*Handwritten signatures and initials:*  
 J. M.  
 P. K.



declare and confi  
 in the said Agree  
 the same terms an  
 well as on the P  
 heirs and the sa  
 the said Builder  
 as on their Part  
 and we have ther  
 ance Bombay, wi  
 for sale dated  
 in all respects  
 Agreement for s  
 Registrad under  
 Ownership Flats  
 Act, 1963) and

Signed & Seale  
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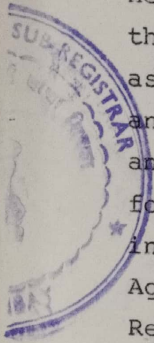
Witnesses:

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- 2) JITEN  
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declare and confirm all the terms and conditions mentioned in the said Agreement for sale dated 9th February 1980 and the same terms and conditions binding on our Company as well as on the Partner/Partners/Successors and their legal heirs and the same terms and conditions are binding on the said Builder M/S. GOWANI THEATRES PVT. LTD., and as well as on their Partner/Partners/Successors or their legal Heirs and we have them approved before the Sub-Registrar of Assurance Bombay, within time limit presented the said Agreement for sale dated 9th February 1980 shall take abinitio effects in all respects therein mentioned as effectually the said Agreement for sale dated 9th February 1980 has been duly Registered under the Provision of Section 4 of Maharashtra Ownership Flats ( Regulation of Sale Management and Transfer Act, 1963) and read with the Indian Registration Act, 1908.



Signed & Sealed & Delivered  
withinnamed M/S. SHIVAM.  
in the presence of.

For SHIVAM  
*Shivam*  
Partner

Witnesses:

- 1) SURESH P. KOTHARI  
3, 109/117 C.P. Tank Rd  
Bombay - 400 004
- 2) JITENDRA K. BHAYANI  
47 B Giridhar Nagar  
Jivadaya Lane,  
Ghatkoper (W)  
Bombay 400 086

*S. Kothari*

*J. K. Bhayani*

बहुपक्ष कर

जन्म १९९९... महिना...

... वाजप्याचे दर यानुष्यम निकष...  
सुंदई पाषं कार्यालयत हजर केला.

कार्यालय प्रमाणे ती तिथ्याली :-

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दंड	९
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For SHIVAM

Shivam

Partner,

शिवम शिवम  
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Handwritten signature and stamp



ही नदरे ९१० पक्षाचे कोणी  
वयचे ३९ व्यास २०१०/११  
२४ डा सुभ कि २०१० कोणी  
कोणी कोणी ३९ २०१०  
शिवम च कोणी २०१०

दस्तावेज करण कर,

दस्तावेज करण कर

दस्तावेज करण कर

दस्तावेज करण कर

Handwritten signature

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०८०१ डि.जे. पावपाना युद्धपति वि  
युद्ध शिलेदेके काशी... २०१०/११

हे दोषे वरील प्रमाणेज करण  
दस्तावेज ओळखत करण व सांगत  
व त्याची ओळख देतात.

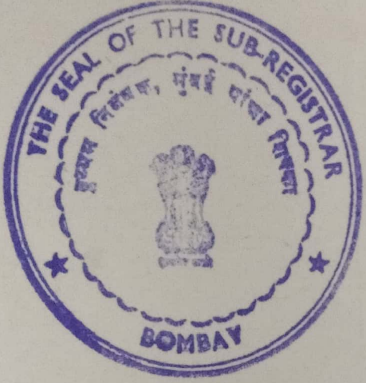
Handwritten signature: Shivam Bhargava



Handwritten signature and stamp



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दस्तावेज क्रमांक १.....क्रमांक.....  
 नोंदळा रसद-१५२१ नोंदले नोंद  
 तारीख १२/३/८८

सुप्यम निबंधक, मुंबई  
 अधिकाची सुनावणी करण्याखेरीज  
 निर्बंधकाचे सर्व अधिकार असलेल





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 General Stamp Office  
 Bombay-400

Issued to  
 M/s. Shivam - 54

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THIS AGREEMENT made this 9 day of 2 / 19 80  
 between Shri.KUMUDCHANDRA D. MEHTA hereinafter referred  
 to as the Vendor (which expression shall be deemed to mean  
 and include his heirs, executors, administrators and  
 assigns)of the One Part and M/s.SHIVAM, a Partnership firm  
 hereinafter referred to as the purchasers which expression  
 shall be deemed to mean and include their heirs, executors,  
 administrators and assigns) of the other Part.

WHEREAS by an agreement dated the 6th January 1977  
 made between M/s. Gowani Theaters Private Ltd. of the One  
 Part and the Vendor as the Purchaser of the Other Part  
 the Vendor acquired on what is commonly known as ownership  
 basis and he is now absolutely seized and possessed of and  
 otherwise well and sufficiently entitled to the premises

....2/-

K.G.M

JK

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No.1004 on the tenth floor in 'Majestic Shopping Centre'. Vendor also declares that he has paid full consideration of the said office premises to the Builders including the maintenance charges of the said office premises upto 31st January, 1980.

Now this indenture witnesseth that it is hereby agreed by and between the parties hereto as follows:-

1. The Vendor has sold the said office premises on the tenth floor in the building known as 'Majestic Shopping Centre' to the purchasers herein on the ownership basis and all his right, title and interest in the said office premises for a total sum of Rs.63,000/- (Rupees sixty three thousand only).
2. The Vendor hereby declares that the said office premises is free from all encumbrances and that he has full subsisting rights to make this transfer in the manner hereby done.
3. That the Vendor hereby agrees that he shall at the request and the cost of the purchasers do or cause to be done anything reasonable for the purpose of more fully assuring, selling, transferring or giving full and complete effect to the true meaning and intend of these presents.
4. That the Vendor hereby declares and covenants with the Purchasers that he is the owner of the said office premises hereby sold and that he has the power to sell the same.
5. The Vendor hereby further declares that the right, title and interest which is hereby transferred to the purchasers subsists and he has power to transfer the same.



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6. That the purchasers shall observe and perform all the terms and conditions of the agreement for sale with the Vendor and shall pay to the said Builders in advance the Municipal taxes, water charges, ground rent and other outgoing in respect of the said office premises.

7. The Purchasers shall also pay to the Builders Deposit for the share money and deposit for the maintenance charges and lease amount of the building to the said builders.

8. That the Vendor on execution of this Agreement shall have no right, title and interest or claim in the said office premises and the purchasers will be entitled to hold and enjoy the said office premises without any interruption by the vendor.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove mentioned.

Signed Sealed and delivered by the  
withinnamed Vendor SHRI KUMUDCHANDRA  
D. MEHTA in the presence of .....  
.....

*Kumud. D. Mehta*

Signed Sealed and delivered by the  
withinnamed Purchasers M/s. SHIVAM  
by the hand of SHRI NAREN P. KOTHARI  
a Partner duly authorised to  
execute this agreement in the presence  
of Shri. ....  
.....

*Kothari*

Received of and from the withinnamed Purchasers asum  
of Rs. 63,000/- (Rupees sixtythree thousand only) by cheque  
No. <sup>OPH</sup> 0653944 dt 9-2-1980 drawn on Bank of India, Opera House  
Branch, Bombay- 400 004 being the amount of purchase price  
of the said office premises hereinabove mentioned.

WITNESS:

*Kumud. D. Mehta*  
*Kothari*





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## AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 6<sup>th</sup> day  
 of January 77 <sup>Seven</sup> ~~three~~ Between  
 GOWANI THEATRES PRIVATE LIMITED, a Company incorporated  
 under the Companies Act I of 1956 and having its Registered Office at  
 501, Commerce House, 140 Nagindas Master Road, Fort, Bombay 400 001.  
 (hereinafter called "the Party of the First Part" (which expression shall  
 unless it be repugnant to the context or meaning thereof be deemed to  
 include its successors and assigns) of the One part and Shri/Smt./Messrs.....  
Kumud chandra D. Mehta  
 of Bombay Indian Inhabitant residing at Shantivanagar A.  
98, Nepansea Road, Bombay 6.  
 and carrying on business at.....  
 .....  
 .....  
 .....hereinafter called "the party of the Second part"

*BK*  
 K.D. Mehta

*BK*  
 K.D. Mehta

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which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/heir heirs, executors, administrators, successors and permitted assigns ) of the OTHER PART;

WHEREAS:

(i) Prior to the 1st October 1973 Shapoor Ardehshir Irani (hereinafter referred to as the said Irani) and Yuseofally Abdullaly Shums (hereinafter referred to as the said Shums) were carrying on business of running and conducting a cinema theatre known as Majestic Cinema in partnership in the firm name and style of M/s. Cinema Majestic (hereinafter referred to as the said firm) at 144, Girgaum Road, Bombay-4, upon the terms and conditions contained in the Deed of Partnership dated:

(ii) Prior to the 1st October 1973 the said Irani and Shums were absolutely seized and possessed of or otherwise well and sufficiently entitled to all the piece or parcel of land or ground together with the cinema theatre and other structures standing thereon and known as Majestic Cinema situate at 144, Girgaum Road, Bombay - 4 in the registration district and sub-district of Bombay and more particularly described in the First Schedule hereunder written;

(iii) By an Indenture of First Mortgage dated the 5th day of August 1972 and made between the said Irani and Shums (therein and hereinafter referred to as "the Mortgagors") of the one part and Mann Subedar (therein referred to as "the Mortgagees") of the other part, in consideration of the sum of Rs. 4 Lakhs lent and advanced by the said Mann Subedar to the Mortgagors the Mortgagors did thereby grant, convey, transfer and assure unto the said Mann Subedar, the said land, hereditaments and premises and furniture fixtures etc. more particularly described in the First and Second Schedules thereunder and which said land, hereditaments and premises are described in the First Schedule hereunder written (the said land, hereditaments and premises and the furniture,



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fixtures etc. are collectively referred to as "the Mortgaged properties")" subject to the proviso for redemption therein contained;

(iv) By an Indenture of Transfer of Mortgage dated the 31st day of May 1973 and made between Virendrakumar J. Shah and others, the Executors of the last will and Testament dated 20th day of May 1971 of the said Mann Subedar (therein and hereinafter referred to as the Transferors) of the one part and Nani Palkhwal and others the then Trustees of Lotus Trust (therein and hereinafter referred to as "the Transferees") of the other part, in consideration of the sum of Rs. 4 lakhs paid by the Transferors to the Transferees, the Transferees did thereby assign unto the Transferees the said principal sum of Rs. 4 Lakhs due and owing to the Transferors on the security of the said hereinbefore recited Indenture of Mortgage dated 4th August 1972 and all interest and other moneys thereof to become due for the same TO HAVE RECEIVE AND TAKE the said mortgage debt and all other moneys thereby assigned unto the Transferees absolutely and by the said Indenture of Transfer of Mortgage now in recital the Transferors did thereby grant, transfer and assure unto the Transferees the said land, hereditaments and premises more particularly described in the First and Second Schedules thereunder written TO HAVE AND TO HOLD the said mortgaged properties thereby granted, confirmed and assured unto and to the use of the Transferees SUBJECT to such right or equity of redemption as was then subsisting under and by virtue of the said hereinbefore recited Indenture of Mortgage dated 4th August, 1972.

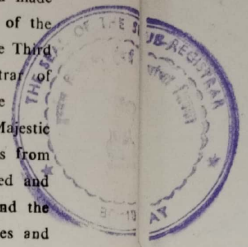
(v) The said Irani and Shums admitted the party of the First Part as partner with them for the purpose of carrying on the said business in the firm name and style of Messrs. Cinema Majestic and granted to the Party of the First part 20 percent share or interest in the said assets and liabilities of the said firm including inter alia in the said land, hereditaments and premise

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described in the First Schedule hereunder written upon the terms and conditions contained in the Deed of partnership dated 21st September 1973;

(vi) The said Irani and Shums and party of the First Part paid to the Transferees a sum of Rs. 50,000/- as and by way of part payment of the principal amount and there is now due and payable by the party of the First Part to the Transferees as the present Mortgagees of the said land, hereditaments and premises the principal sum of Rs. 3,50,000/- all interest thereon having been paid thereon upto the date hereof;

(vii) By a Deed of Dissolution dated December 1973 and made between the said Irani of the First Part, the said Shums of the Second Part and the party of the First Part herein of the Third Part and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. on the day of December 1973 the said firm of M/s. Cinema Majestic was by mutual consent of the parties thereto dissolved as from the day of December 1973 and it was agreed and declared by and between the said Shums and Irani and the party of the First Part that all accounts of the properties and assets and liabilities and of all profits and losses of the partnership were made up and upon settlement of accounts it was agreed that (a) the Party of the First Part should be entitled to the said properties more particularly described in the First and Second Schedules thereunder written which comprised of the land, hereditaments and premises described in the First Schedule hereunder written subject to the payment by the Party of the First Part to the Transferors of the said principal sum of Rs. 3,50,000/- and interest thereon secured by the said hereinbefore recited Indenture of First Mortgage and the said Indenture of Transfer of Mortgage (b) the party of the First Part agreed to pay to each of the said Irani and Shums a sum of Rs. 10 lakhs in full and final satisfaction of all their respective claims demands share, right, title and interest in all assets of the said partnership firm and that the said Shums and Irani should pay and discharge



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all debts and liabilities of the said firm which are incurred by the said firm appearing in the account of the said partnership firm except the said sum of Rs. 3,50,000/- and interest thereon payable to the Transferees and secured by the said herein before recited Indenture of First Mortgage and the said Transfer of Mortgage;

(viii) By a Deed of Second Contributory Mortgage dated the day of December 1973 and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. on the day of December 1973 and made between the Party of the First Part ( therein referred to as "the First Mortgager") the said Irani ( therein referred to as "the First Mortgagee") and the said Shums ( therein referred to as "the Second Mortgagee") in consideration of the sum of Rs. 20 lakhs due and payable by the Party of the First Part the said Irani and Shums under the said hereinbefore recited Deed of Dissolution, the Party of the First Part granted conveyed and transferred unto the said Irani and Shums the said land, hereditaments and premises described in the First Schedule hereunder written together with the buildings and structures that may thereafter be erected thereon subject to the said hereinbefore recited Indenture of First Mortgage and the Transfer of Mortgage and subject also to the proviso for redemption therein contained ;

(ix) In the premises aforesaid the Party of the First Part is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land, hereditaments and premises more particularly described in the First Schedule hereunder written SUBJECT to the said hereinbefore recited Indenture of First Mortgage, the said Indenture of Transfer of Mortgage and the said Indenture of Second Mortgage;

(x) The Party of the First Part has been in exclusive possession and enjoyment of the said land, hereditaments and premises;

(xi) The Party of the First Part is desirous of constructing a Shopping Centre consisting of Shops with lofts to be provided in such shops one main building consisting of ground floor and upper floors and consisting of garages and parking spaces on the ground floor and offices or tenements

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on the upper floors as well as basement in accordance with the plans and specifications approved and sanctioned by the Bombay Municipal Corporation and other concerned authorities;

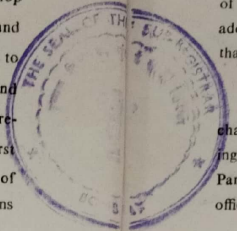
(xii) The Party of the First Part is desirous of selling and/or disposing off the offices/shops/basements on what is known as ownership basis and for the purpose aforesaid the Party of the First Part is entering into several agreements with several other parties or persons for sale of such offices/shops/basements similar in all respects to this Agreement but subject to such modifications and amendments therein as may be necessary;

*K.D. Mehta*

(xiii) The Party of the Second Part has agreed to purchase office No. 1004 on the 10th floor of the building and shop No. \_\_\_\_\_ together with loft to be provided therein and basement No. \_\_\_\_\_ (hereinafter for brevity's sake referred to as "the said offices/shops/basements with full notice and knowledge of the terms and conditions contained in the hereinafter recited Indenture of Dissolution Indenture of First Mortgage, Indenture of Transfer of Mortgage and Indenture of Second Mortgage and also subject to the terms and conditions hereinafter appearing;

(xiv) The Party of the Second Part has taken inspection and has perused the true copies of the said hereinbefore recited Indenture of Dissolution and the said hereinbefore recited Indenture of First Mortgage and the Indenture of Transfer of Mortgage and the Indenture of Second Mortgage and has agreed to purchase the said office/shop/basement with full notice and knowledge of the terms and conditions and convenants therein contained;

(xv) The Party of the First Part has supplied to the party of the Second Part such of the documents mentioned in rule 4 of the Maharashtra Ownership Rules 1964 as are demanded by the Party of the Second part ;



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NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The party of the First Part constructing the said building to be known as "

on the said land described in the First Schedule hereunder written in accordance with the plans and specifications which have been kept with them at their office at 501, Commerce House, Nagindas Master Road, Fort, Bombay-1. and at the building site for inspection and which the party of the second part has seen and approved and the party of the Second part has seen and approved and the party of the Second part agrees and hereby accords his/her/their consent that the party of the First Part may make such variations, modifications, additions and alterations therein as may be required to be done by the Government, the Bombay Municipal Corporation or any other local authority and as may be required by the Party of the First part to be done on account of the construction of the additional floors over the said building and another building or buildings that may be constructed by them.

2. The party of the First part shall have the right to make charges, alterations, amendments, additions in the plan and in the building from time to time without the permission of the party of the Second Part and the party of the Second Part along with other purchasers of offices / shops / basements shall have no objection to the same.

3. The party of the Second Part has prior to the execution of this Agreement satisfied about the title of the party of the First Part to the said land and he / she / they shall not be entitled to investigate the title of the party of the First Part and on requisitions or objection shall be raised on any matter relating thereto. A copy of the Certificate of Title issued by Messrs. Ambubhai and Diwanji, Attorneys-at-Law is hereto annexed and marked Ex. "A".

4. The Party of the Second part hereby agrees to purchase and acquire on what is known as ownership basis office No. 1004 Shop No. \_\_\_\_\_ together with the loft to be provided therein having aggregate built up area of 400 sq. ft. or thereabouts on the 10th floor of the said building as per plans and specifications seen and approved by him/her/them copies whereof are hereto annexed and marked

*K.D. Mehta*  
*BT*



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not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Party of the Second part shall be paid by him/her/them immediately on demand.

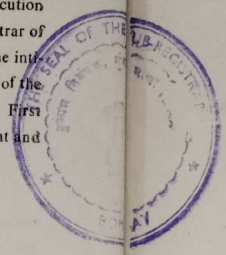
45. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act. 1963 and the Rules thereunder.

46. All costs, charges and expenses of and incidental to this Agreement including registration charges of this Agreement shall be borne and paid by the Party of the Second Part.

47. The Party of the Second Part shall immediately after the execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurances at Bombay and shall within two days after lodging the same intimate to the Party of the First Part of having done so. If the Party of the Second Part fails to lodge this agreement for registration, the Party of the First Part shall not be responsible for the non-registration of the said Agreement and the consequences arising therefrom.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcel of land or ground of the Pension and Tax Tenure (which is redeemed) together with the right, title and interest of the Lessor in the messuages tenements and buildings standing thereon as mentioned in the Indenture of Lease dated the 24th day of July, 1945 from Bai Monghibai widow of Haji Bachooally and others to Ardeshir Merwan Irani and Abdulally Esufally, in the Registration District and Sub-District of Bombay in the Town and Island of Bombay containing by admeasurement 2565.53 Square yards equivalent to Square metres and according to Cadastral Survey Register Entry 2590 Square Yards equivalent to Square Metres or thereabouts which land is Registered in the records of the Collector of Land Revenue, Bombay under Old No. 685 Collector's New No. 3144, Old Survey No. 142, New Survey No. 8045 and Cadastral Survey No. 1458 of Girgaum Division and which premises are registered in the Books of the Assessor and Collector of Taxes of the Greater Bombay Municipality under



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Ward "D" No. 162 to 165 Street No. 144 "D" Ward No. 151 (4) Street Nos. 144A-44E, "D" Ward No. 165 (2) Street No. 144F and "D" Ward No. 165 (3) Street No. 144 (G) and are bounded as follows: that is to say, on or towards the East, partly by the property of Umarsey Dharamsey and partly by the property of Vishvanath Madan on or towards the West by the property of Khatau Makanji, on or towards the North by the Girgaum Road and on or towards the South by the property of Khatau Makanji.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, gas pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of other flats and the main entrances, passages landings and staircases of the building as enjoyed by the Purchasers or used by him/her/them in common as aforesaid and the boundary walls of the building, compounds, terraces etc.
2. The costs of cleaning and lighting the passages, landing staircases and other parts of the buildings so enjoyed or used by the Purchaser in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The costs of the salaries of clerks, bill collectors, chowkidars, sweepers, etc.
5. The Cost of working and maintenance of lifts water pumps and other light and service charges.
6. Municipal and other taxes.
7. Insurance of the building.
8. Costs of maintenance of the garden.
9. Cost of maintenance of the common access road.
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

