FORM NO. 37 ER

Statement to be registered with the commetent authority under Section 269 AB(2) of the

Name and address of the transferor:

M/S. SHERON ENTERPRISES 22/366, Adareh Hagar, Harli, Boabay - 400 025.

\*Name and address of the transferee:

MR. BINU J. NAIR

3. @Detailed description, location and other particulars of the property transferred :

C 15, Now Chandra Co-op. Hag. Scty. Ltd. Shah Industrial Estate, Opp: Veera Desai Road, Andhori (Host), Bombay - 400 058.

Flat No. 3F, 3rd Floor, Sharon Apartments, Village Ekear, IC Colony, Borivali,

Whether land in freehold or leasea hold:

Free hold,

5. In the case of building -

(a) floorwise plinth area:

540 Sq. St. Builty (Super)

(b) year or years in which the building was constructed:

Where the transfer of property involves transaction of the nature referred to in section

(b) date on which possession of the property was taken by the

If the date at (b) above is prior to the date at (a) above and the transferee retains the possesnicros gate at (b) above is prior to the date at (a) above and the transferee retains the posses-ance of the contract.

formed by the transferee in furtherance of the contract:

Agrocaent of Salo ·1-nt

(ii) the date on which such act was performed by the transferee :

5.12.1985

(Also attach copy of the contract)

Where the transfer of property involves transaction of the nature referred to in section 269AB(1)(b)--(a) name and address of the Co-op

Society, Company or other Association of persons :

N. A. o

(b) date of becoming a member of and/or acquiring shares in Cooperative Society, Company or other Association of persons

(c) number and face value of the

(d) if the transfer is otherwise than by way of transfer of shares in a Co-op. Society,

the effect of transferring or enabling the enjoyment of property:

Agreene of Sulc

(ii) the date on which such act was performed :

(attach statement setting out the terms of the agreement or arrangement). 5th Docember, 1985

- Name and address of person(s), if any, in occupation of the property
- 9. Name and address of any other person(s) interested in the property:

N. A.

Consideration for transfer :

Rs. 1. 14, 480/-

Estimated fair market value of the

Ro.1,14,480/-

If the transfer is by way of exchange, description and location of the thing or things for which the property is exchanged. .12

N. A.

小 《李郎》 13. f Fair market value of the thing or things mentioned against item

N. A.

If the consideration for transfer is less than the estimated fair market value, whether the transferee is a elative of the transferor, and if so, indicate relationship and state whether the transfer for a consideration which is less than the fair market value is on account of natural love and affection.

Signature(s) of the person(s) making the statement

### VERIFICATION

I/We BIHU J. NAIR & MRS. LILY ARMAHAM Partner of Sharon Enterprises hat is stated above is true to the best of my/our knowledge and belief. ..., do hereby declare that

Verified today the ....5th ..... day of .. Docember

Signature

TES:

It the space is insufficient, separate enclosures may be used for the purpose.

"Person interested" in relation to any immovable property, includes all persons claim on or entitled to daim an interest in the compensation payable on account of the acquisition of the property under Chapter XXA of the Income-tax Act. 1981

Fair market value", in relation to any immovable property transferred, means the price that immovable rair market value, in relation to any immovable property transferred, means the price that immovable property would ordinarily fetch on sale in the open market on the date of execution of the instrument of

his statement should be signed by each of the parties to the transaction referred to in section 269AB(1) it the Income-tax Act, 1961 or by any of the parties to such transaction acting on behalf of hinself and on shalf of the other parties. If the statement is signed only by one of such parties, certified copy of document decreases action acting on behalf of hinself and on decreasing authority to act on behalf of other parties should be attached. enfocation should be made by all the parties signing the statement.

he statement should be made in duplicate and should be accompanied by two copies of contract resulting the transaction of the nature referred to in section 269AB(1) (a) of the Income-tax Act, 1961 or, as the contract resulting of the nature referred to in section 269AB(1) (b) of the Act".

i RINT, 177, Bazargate Street, Bombay-400 001. Phones: 26 33 21 26 56 76.

## ANNEXURE -'A':- To be filled in and furnished by the Transferce.

In respect of Plot/Building, its layout, plan and in respect of flat, certificate of carpet and built-up area Irom Society / Architect.

(Lupe Brilton) 540 Sq.ft. Builtup/plan as por attached agroement.

in respect of Flat/Building, give year of construction.

1985-86

n ase of flats sold with furnishings, give items of furnitures and fittings with values thereof.

Ν. Δ.

In case of commercial establishments sold with goodwill, mention value of goodwill.

N. A.

Visither the property is Leasehold / Freehold?

If the property is tenanted, give details of :-

Free bold

1) Area/Areas under tenancy and name/names of icnant/tenants;

ii) Rent/Rents received;

iii) Date/Dates since when tenancy in existing;

N. A.

- iv) evidence in support of above.
- 7. Details of payment for purchase with sources thereof.
- Your permanent Account No./GIR No. of Income-tax and designation of the Income-tax Officer assessing you.

Payment by cheques out of salary savings.

Furnish evidence to establish that the apparent consideration declared in respect of the above property is the Fair Market Value as on the date of execution of Agreement/Instrument of Transfer.

Signature

purchaser).

ANNEXURE - 'B':- To be filled in and furnished by Transferor.

In respect of Plot/Building its, layout plan and in respect of Flat, certificate of carpet/built-up areas from Society / Architect.

In the case of Flat/Building, give year of construction.

In case of Elats sold with furnishings, give items of furnitures fittings with values thereof.

In case of commercial establishments sold with goodwill, mention value of goodwill.

Whether the property is leasehold/Freehold?

Whether assessed to lincome-tax/Wealth-tax? if assessed give your GIR-No (PAN) and the designation of the Income lax Officer assessing you.

Value of the property under transfer as declared for income-tax & Wealth-tax purposes.

Cost of purchase or acquisition of property.

9. Date of purchase acquisition of property by you.

Furnish evidence to establish that the apparent consideration declared in respect of the above property is the Fair Market value as on the date of Execution of Agreement / Instrument of Transfer.

540 Sq. It. builtup plan (Lupe Built attached with agreement

1985-86

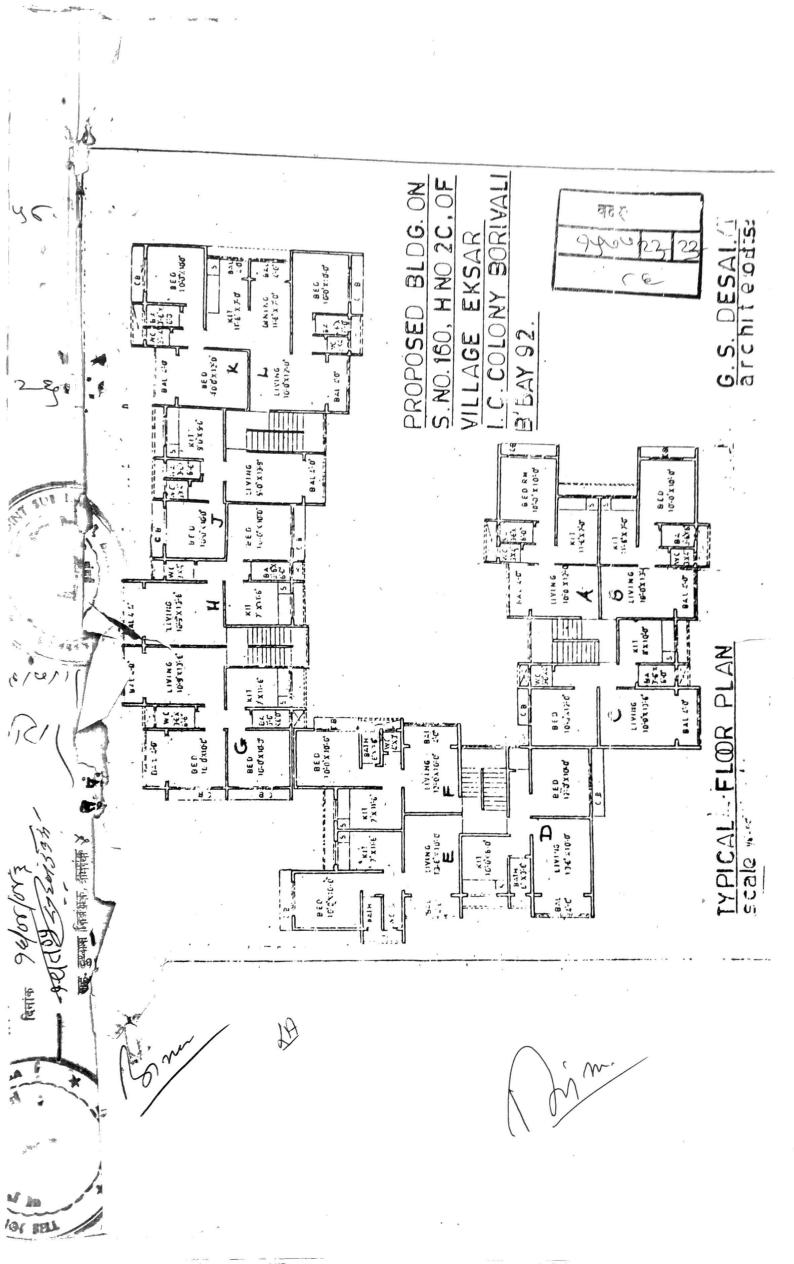
N. A.

Free hold

Market value

Signature: Lily Flyneham (Transferor i.e. Seller)

TAX PRINT. 177. Bazargate Street. Bonibay-100 001. Phone: 26 33 21



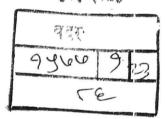
अनुक्रम नेवर 9466/ ८६ लस १९ ८ चे कि है महिन्याचे 2 6 तारखे र वाजण्याचे दरम्यान सहदुर्यम निर्माल मुंबई ४ (बांद्रे) यांचे कायोलयांत इजर केला.

बाली विजीन्यासमार भी पेवली

नोंदधी ि 9740 कोटों भी (पांत) टबाल एकुण

दुय्यम निवंधक क्र.

ग्रंबई (बांद्रे)

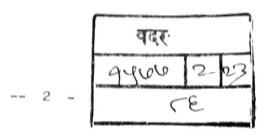


ARTICLES OF AGREEMENT made at Bombay this fifth day of Decemberin the Christian Year One Thousand Nine Hundred and Eighty BETWEEN (1) SHRI C.V. RAJAN (2) SMT. MARIAMMA MATHEWS (3) SMT. LILY ABRAHAM and (4) SHRI GEORGE ABRAHAM all of Bombay Indian Inhabitants, carrying on business in partnership in the firm name and style of Messrs. SHARON ENTERPRISES hereinafter called "The Vendors" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to include the partner or partners for the time being of the said firm of Messrs. SHARON ENTERPRISES, the survivor or survivors of them and their respective heirs, executors, administrators and assigns) of the One Part AND Mr./Mys./Miss/ Bince J. Noin

residing at C-15, New Chandra Coop. Hsg. Soc. Ltd,

Shab Industrial Estate, Andheri (W) hereinafter referred to as "The Purchaser" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators) of the Other Part:

WHEREAS by a Conveyance dated 27th day of March 1975 made between Laxman Jagannath Mahtre therein referred to as "the Vendor" of the One Part and K. Mathai Samuel described therein as the Honorar Secretary of the Mizar Cottages therein referred to as "the Purchaser,



and lodged for registration in the office of the Sub-Registrar of Assurances at Bandra, under No.424 on the 27th March 1975 the said K.M.Samuel for and on behalf of the Vendors herein purchased the property bearing S.No.160 H.No.2/C C.T.S.No.1267 pt) admeasuring 2,529.20 sq. mtrs. or thereabouts and more particularly described in the First Schedule hereunder written;

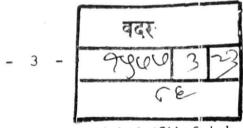
AND WHEREAS by an Indenture of Transfer dated 15th day of October 1975 made between the said K. MATHAI SAMUEL of the One Part and P.C. PHILLIP, M.K. MATHEWS, P. ABRAHAM and SMT. S. THANKAMMA KURUVILLA, hereinafter called the Owners of the Other Part and registered under No.1394 of 1975 in the Office of the Sub-Registrar of Assurances at Bandra, the said K. Mathai Samuel declared that the said Samuel had agreed to take the conveyance dated 27th day of March 1975 for and on behalf of the Vendors herein as 'Benami' and that the actual possession of the said property was with the said Vendors and that the said Samuel released and gave up all his claims, right, title and interest in the said land and property described in the First Schedule hereunder written in favour of the Vendors herein without any consideration either in cash or in kind as the said Samuel had purchased the said plot of land with the monies of the owners/vendors herein;

AND WHEREAS by a Deed of Transfer dated 18th October 1978 made between the Owners of the One Part and P.C.Phillip one of the Owners herein of the Other and registered in the Office of the Sub-Registrar of Assurances at Bandra, under Sl.No.1144 of 1978 Book No.I the said Vendors transferred, conveyed and assured unto the said Phillip Plot No.1 more particularly described firstly in the Second schedule hereunder written;

AND WHEREAS by a Deed of Transfer dated 18th October 1978, made between the Owners of the One Part and P. Abraham one of the Owners herein of the Other and registered in the Office of the Sub-Registrar of Assurances at Bandra, under Sl.No.1145 of 1978 Book No.I the said Vendors transferred, conveyed and assured unto the said P.Abraham plot No.2 more particularly described secondly in the Second Schedule hereunder written;

AND WHEREAS by a Deed of Transfer dated 18th October 1978 made between the Owners of the One Part and Mrs. Thankamma Kuruvilla one of the Owners herein of the other and registered in the Office of the Sub-Registrar of Assuraces at Bandra, under Sl.No.1143 of 1978 Book No.1 the said Vendors transferred, conveyed and assured unto the said, Mrs. Thankamma Kuruvilla Plot No.3 more particularly mentioned thirdly in the Second Schedule hereunder written;

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AND WHEREAS by a Deed of transfer dated 18th Cotober 1978 made between the Owners of the One Part and M.K.Mathew one of the Owners herein of the other and registered in the Office of the Sub-Registrar of Assurances at Bandra, under Sl.No. 1142 of Book No.I the said Vendors transferred, conveyed and assured unto the said M.K.Mathew Plot No.4 more particularly mentioned fourthly in the Second Schedule hereunder written:

AND WHEREAS the tail land being part of the entire land belonging to the Owners collectively and on the land on which no construction is to be carried out except the compound wall and that the same is in possession of the Owners herein;

AND WHEREAS the Owners thus own severally all these pieces or parcels of land situate lying and being at village Borivali Bombay in the Registration Sub-District of Bandra, containing by admeasurement 2,529.20 sq. metres or thereabouts bearing S.No.160 H.No.2/C, C.T.S.No.1267 (Part) and more particularly described Firstly, Secondly, Thirdly and Fourthly in the Second schedule hereunder written (hereinafter for brevity's sake called 'the said property');

AND WHEREAS by an Agreement dated 1.10.83 made between the Owners of the One Part and the Vendors of the other, the Vendors had agreed to develop the said property by construction of building or buildings thereon on the terms and conditions mentioned the said Agreement.

AND WHEREAS the Vendors have caused to be commenced construction of the building consisting of flats in accordance with the plans sanctioned by the Municipal Corporation of Greater Bombay;

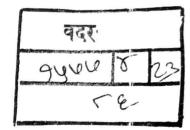
AND WHEREAS the Purchaser has taken inspection of the title deeds relating to the said property and the said plans sanctioned by the Municipal Corporation of Greater Bombay and fully satisfied with the same;

AND WHEREAS the Vendors have handed over to the Purchasers documents mentioned under Rule 4 of the Maharashtra Ownership Flat Rules hereinafter referred to as the said Rules as demanded by the Purchaser;

AND WHEREAS the Vendors are and will be entering into separagreements with other purchasers in respect of flats in the building to be constructed on what is popularly known as 'Owner basis' in the form identical to this agreement Mutatis Mutandis; ,

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AND WHEREAS the Vendors shall, after receipt of the full consideration, transfer the building to be constructed as also the land hereditaments and premises to a Co-operative Housing Society, a Limited Company or to an Association of persons, as the case may be, obtain, if required or cause to be obtained, the necessary permission from the Competent Authority under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976;

AND WHEREAS the Purchaser has agreed to purchase Flat No. 3F on the time Floor on the said building to be erected on the said property by the Vendors (and on the terms and conditions) which premises are hereinafter referred to as 'the said Flat' and on the terms, conditions and stipulations hereinafter appearing;

AND WHEREAS Messrs.Dhru & Co., Advocates and Solicitors for the Vendors have issued a certificate dated 19-7-1984 certifying the title of the said property to be marketable and free from all encumbrances, a copy of the said Certificate is annexed hereto and marked Exhibit 'A';

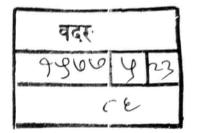
NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:

- 1. The Vendors are constructing and/or causing to be constructed a buyilding to be known as 'Sharon Apartments on the said land described in the Second Schedule hereunder written in accordance with the plans and specifications more particularly described in Third Schedule hereunder written which have been kept at the Vendors' Office as also at the site for inspection and which the Purchaser has seen and approved and also expressly agreed and the Vendors may take such variation and/or modifications therein which they consider it necessary or expedient or as may be required by the Government of Maharashtra and/or the MuniciPal CorPortion of Greater Bombay and/or ay other body or authority as the case may be;
- 2. The Purchaser has prior to the execution of this agreement been satisfied about the title of the Vendors to the said property and he/she shall not be entitled to further investigation of the title of the Vendors and no requisition shall be raised on any matter relating thereto;
- 3. It is further agreed that this agreement is entered into subject to the permission of the Competent Authority appointed under the provisions of the Urban Land (Ceiling and Regulation) Act, 197 for development of the said property. If the permission is, for an reason, refused, the purchaser shall not be entitled to refund of the money or monies he/she may have paid to the Vendors under this Agreement;

Agreement;

Ex.A.

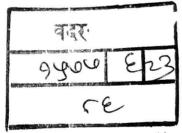
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- 4. It is further agreed that in the event of the Government acquiring the said property in whole or any portion thereof, and the Vendors in the event receiving any compensation from the Government, they shall pay to the concerned purchaser of such flat the amount of such compensation, if it relates to such flat exclusively. If, however, it relates to more flats or to the whole of the property the same shall be distributed amongst the purchaser pro-rata and no more and the Purchaser shall not have any right to claim refund of the money or monies he/she may have paid under this Agreement or claim any reduction in the price thereto;
- Floor in the said building 'Sharon Apartments' as per plans and specifications seen and approved by him/her for Rs. 1.4,480/(Rupees One look for for only) to be paid in the manner following:
- earnest money on the execution of this agreement;
- (b) The balance of the purchase price shall be paid by the Purchaser to the Vendors as per the Fourth Schedule hereunder written;
- The Purchaser doth hereby further covenant with the Vendors to (c) pay the instalments specified in the Fourth schedule hereunder written on its respectively due dates, time being the essence of the contract, to the Vendors. In default of payment of any one of the instalments as aforesaid or in the event of any breach of any of the aforesaid instalments as aforesaid or in the event of any breach of any of the terms and/or conditions of this agreement or for non-observance thereof by the Purchaser, the Vendors shall have the option to terminate this agreement in which event the earnest money and all the amounts/monies paid and all the amounts paid by the Purchaser to the Vendors shall stand forefeited and the Purchaser shall have no claim againt the Vendors of any nature whatsoever and the Vendors shall be at liberty to resell or otherwise deal with or dispose of the said flat;
- 6. The Vendors agree to hand over possession of the said flat to the Purchaser in or about the month of More 198 in the said building, subject to the availability of cement, steel or other building materials, electrical and/or power connection and drainage construction and subject to any act of God such as earthquake, floods

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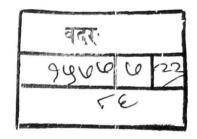
or any other natural calamity and/or act of enemy war or any other cause(s) beyond the control of the Vendors. If the Vendors are not able to give possession of the said flat to the Purchaser owing to the unavoidable circumstances mentioned hereinabove the Purchaser shall not be entitled to claim any damage whatsoever from the Vendors;

- 7. The Purchaser, at any time, hereafter irrespective of whether the possession of the flat is handed over by the Vendors to the Purchaser or not and when called upon by the Vendors, shall execute all necessary papers and documents required for the registration of the Co-oPerative Society/Limited Company or the Association of persons or other corporate body as the case may be.
- 8. Nothing herein contained shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said building or land and/or any part thereof. Such conferment to take place only upon the execution of the conveyance hereinafter mentioned in favour of the Limited Company or Co-operative Society or Association of persons to be formed by the Purchasers of different flats in the said building as hereinafter stated;
- 9. The Purchaser shall have no claim of any nature whatsoever save and except in respect of the particular flat hereby agreed to be acquired of all and pay for the open spaces, parking spaces, lobbies, staircases, terraces, etc. and the same will remain the property of the Vendors until the whole of the property is transferred to the proposed Limited Company or to a Co-operative Housing Society or Association of persons but subject to the right of the Vendors as mentioned in the following clauses. The Purchaser shall not be entitled to park any motor car in the open spaces;
- 10. The Vendors shall have a right until the execution of the conveyance hereinafter mentioned in favour of the proposed Limited Company, Cooperative Society or Association of persons to make additions, raise stories, or put up additional structures as may be permitted by the Municipal Corporation and the other competent authorities. Such additional structures and stories shall be the sole property of the Vendors who will be entitled to dispose it off in any way they choose (and the Purchaser hereby choose) and the Purchaser hereby consent to the same. Subject to the contract, to the contrary the terrace of the said building including the parapet wall shall before and after the execution of the conveyance as hereinaft mentioned always to be the property of the Vendors and the agreent with the Purchaser and all the other persons in the said property/building shall be subject to the aforesaid right of the

Min

( ) Mr.

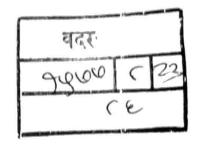
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Vendors. The conveyance hereinafter mentioned shall be subject to the aforesaid rights of the Vendors who shall be entitled to use the said terrace including the parapet wall for any purpose including the display of advertisements and signboard and the Purchaser shall not be entitled to raise any objection or to any reduction in the price of the Flat agreed to be acquired by him/her and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever;

- 11. Provided the Vendors do not in any way affect or prejudice the rights hereby granted in favour of the Purchasers, the Vendors shall be at liberty to sell, assign, or otherwise deal with or dispose off the said land hereditaments and premises and the building on which the flats are constructed thereon or hereafter to be constructed;
- 12. As soon as the building is notified by the Vendors as complete the Purchaser shall pay all the arrears of the consideration payable by him within three days from the receipt of such notice, time being the essence of the contract, in that behalf served individually or put up at a prominent place in the building. If the Purchaser shall fail to pay the arrears as aforesaid the Vendors will be entitled to forfeit the amount previously paid by such defaulting Purchaser who shall lose all rights to the flat agreed to be taken by him/her. Under no circumstances the possession of the flat shall be given by the Vendors to the Purchaser unless and until all the payments mentioned/required to be made under this agreement by the Purchaser have been made to the Vendors;
- 13. Upon the Purchaser making all the aforesaid payments provided for in this agreement possession of the said flat will be delivered to the Purchaser and upon delivery of such possession the Purchaser shall be entitled to use the said flat and Purchaser shall have no right to claim, of any nature whatsoever, as to any item of work or possession against the Vendors. The Purchaser shall not be entitled to claim partition of his share in the flat or in the property and/or in the said building thereon and the same shall always remain undivided and impartible;
- 14. The Vendors shall in respect of any amount not paid by the Purchaser under the terms and conditions of these presents have a first lien and charge on the said flat agreed to be acquired by the Purchaser.

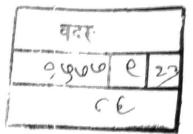




- 15. The Purchaser shall from the date of possession of the said flat till the execution of the Conveyance hereinafter mentioned pay regularly every month provisional amount of Rs. (50) One hundred fifty only) towards taxes, rates, cess, salaries of persons appointed by the Vendors to manage and look after the building, chowkidars, sweepers for insurance and the other outgoings and expenses. The Purchaser hereby agrees to deposit Rs. (Rupees Due thousand only) with the Vendors on the execution of these presents towards the due performance of the terms and conditions of this Agreement. The said deposit after deducting therefrom the arrears of taxes and expenses incurred in the formation of Co-operative Society, Limited Company, or Association of persons, as the case may be, is formed and the property is finally transferred to the said Co-oPerative Society, Limited Company or Association of persons by the conveyance as the case may be shall be accounted to such persons;
- 16. So long as each flat in the said building shall not be separately assessed for Municipal Taxes and Water charges, the Purchaser shall pay a proportionate share of Municipal Taxes, water charges, taxes assessed on the whole building. Such proportion should be on the basis of the area of each flat in the said building;
- 17. After the delivery of possession of the said flat and until the execution of the conveyance, the Purchaser shall observe and perform all the terms and conditions herein contained and shall indemnify the Vendors against all damages, costs, claims, demands, and proceedings which may be taken or instituted against the Vendors by reason of such failure;
- 18. In case any security deposit is demanded by the Water department of the Municipal Corporation of Greater Bombay before giving water connection to the proposed building to be constructed, the same shall be paid by the Purchaser in proportion of the share to be decided by the Vendors; Likewise, in the event of any deposit is required to be made to the Bombay Suburban Electric Supply Ltd. for the purposes of laying cables the same shall be paid by the Purchaser in proportion to the share to be decided by the Vendors. In the event the Water department and/or the Bombay Suburban Electric Supply Limited requires meters to be fixed for individual flats or otherwise, the charges for the same shall be paid by the Purchaser;
- 19. The Purchaser hereby agrees that in the event of any amount by way of premium paid to the Municipal Corporation or the State Government or betterment charges for or development charges tax or any

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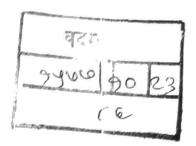


other tax charges or payment of a similar nature becoming payable by the Vendors the same shall be reimbursed by the Purchaser to the Vendors in proportion to the area of the flat agreed to be purchased by the Purchaser and in determining such amount, the decision of the Vendors in this behalf shall be conclusive and binding on the Purchaser:

- 20. The Purchaser shall maintain at his/her own. cost the flat agreed to be acquired by him/her in the same good condition, state and order in which it is delivered to him/her and shall abide by all bye-laws, rules and regulations of the Government, Bombay Municipal Corporation and the Bombay Suburban Electric Supply Limited and any other authority and local body and shall attend to, answer and be responsible for all sections for breach and non-observance and non-compliance of any of the conditions or rules or bye-laws;
- 21. The Purchaser hereby agrees and covenants to pay all the amounts payable under the terms of this agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Vendors shall not be bound to give notice requiring such payment and the failure thereof shall not the considered as an excuse for non-payment of any amount or amounts on the respective due dates;
- 22. Interest at the rate of 18% per annum shall be paid by the Purchaser to the Vendors on all amounts due by him/her under this Agreement and on all municipal taxes and other outgoings from the due date of payment of all the amounts to the Vendors. Any facility given for payment shall not be construed as waiver of any rights of the Vendors;
- 23. The Vendors hereby covenants with the Purchaser that subject to the Purchaser paying all monies and the dues under this agreement and carrying out his/her obligations and covenants under this agreement, the Purchaser shall peaceably hold and enjoy the said flat without any interruption by the Vendors or any person lawfully claiming by, from, through, under or trust for them;
- 24. The Purchaser hereby covenants with the Vendors to pay all amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the said payments covenant or conditions except so far as the same ought to be observed by the or



endors;



- 25. The Purchaser shall not store in the said flat any hazardous goods of combustible nature or which are too heavy and likely to affect the construction of the structure of the said buildings;
- The Purchaser hereby agrees and undertakes to be a member of the Co-operative Housing Society, Limited Company or Association of persons to be formed in the manner herein appearing and also from time to time sign and execute the application for registration of other papers and documents necessary for the formation and registration of the Co-operative Society, Limited Company, including the bye-laws of the proposed Society and will fill in and sign and return within 10 days of the same being forwarded by the Vendors to the Purchasers. No objection shall be taken by the Purchaser if changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or other Competent Authority. shall be bound from time to time to sign all papers and documents and to act in such a way from time to time for safeguarding the interest of the Vendors and of the other purchasers of flats in the said building. On the Purchasers' failure to comply with the provisions of this clause, this agreement shall ipso facto come to an end and the earnest money paid by the Purchaser shall stand forfeited by the Vendors and the Purchaser shall have no claim of any nature whatsoever to the flat agreed to be purchased as aforesaid. The Vendors shall not be responsible to the Purchaser in any manner whatsoever if the Purchaser and other purchasers of the flat fails to co-operate to form a Co-operative Housing Society or a Limited Company as hereinabove The Purchaser shall deposit a sum of Rs. 251/-(Rupees Two fifty our only) with the Vendors as his/her share of the Share Capital and entrance fee of such Society or of the
- 27. The Purchaser hereby covenants to keep the flat walls and partition walls, sewers, drains, piPes and appurtenances thereto belonging to in good tenantable condition/repair and condition and in particular to support, shelt and protect the parts of the building other than his/her flat;
- 28. The Purchaser shall not let out, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of his/her flat nor assign, underlet or part with his/he interest under this agreement or the benefit of this agreement or 3r part thereof till all his dues of whatever nature owing to the Vencor are fully paid up and only if the Purchaser has not been guilty of tm

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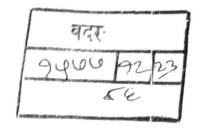
breach of or non-compliance of any of the terms and conditions of this Agreement and until he/she obtains previous consent in writing of the Vendors. Such transfer of conveyance as aforesaid shall be of the whole of the flat and not otherwise;

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- 29. The Purchaser shall permit the Vendors and their servants or agents with or without workmen and others, and at all reasonable times, to enter upon his/her flat or any part thereof for the time being for the purpose of making, repairing, maintenance, rebuilding, cleaning, lighting and keep in order and condition all service drains, pipes, cables, water covers, gutters, wires, part structures or other conveniences belonging to or serving or used for the said building and also for the purpose of cutting of the supply of water to the flat or any other flat or the building in respect thereof the Purchaser or the occupier of such flat as the case may be shall have made default in paying her share of the water tax-charge;
- 30. The Purchaser shall not use the said flat or permit the same to be used for any purpose whatsoever other than residential purposes only and shall not cause nuisance or annoyance to occupier of the other flats in the building or to the owners or occupiers of the neighbouring properties nor for any illegal, immoral purposes or for any purposes not permitted or permissible by the Municipal Corporation of Greater Bombay.
- 31. The Purchaser shall not at any time demolish or cause to be demolished the flat or any part thereof agreed to be taken by him/her nor will he/she at any time make or cause to be made any alterations or additions of whatever nature to the said flat or any part thereof. The Purchaser and the Co-operative Housing Society Limited or Limited Company shall not do or permit, make such alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls, or both the faces, external doors and windows of the flat to be required by her which in the opinion of the Vendors differs from the colour scheme of the building;
- 32. After possession of the flat is handed over to the Purchaser, if any additions or alterations in or about relating to the said building are thereafter required to be carried out by the Purchaser in co-operation with the Purchaser of the other flats in the said building at his/her or their own costs and the Vendors shall not in any way/manner be liable to or responsible for the same;
- 33. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any flat or any part thereof of the said building and cause any increased premium to be payable in respect thereof;

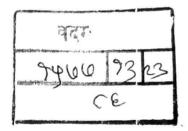
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- 34. The Purchaser shall not decorate the exterior of his/her flat otherwise than in a manner agreed to in writing with the Vendors and shall keep the same decorate in the manner as near as may be in which the same was previously decorated;
- 35. The Purchaser shall not throw dirt, rubbish, rags, or any other refuse or permit the same to be thrown from his/her flat in the compound or any portion of the building;
- 36. The Building shall always be known as 'Sharon Apartments' and the name of the Co-operative Housing Society Limited or Limited Company to be formed shall bear the name "Sharon Co-operative Housing Society Limited" subject to the approval of the Registrar of Co-operative Societies and this name shall not be changed without the written permission of the Vendors;
- 37. After the building is complete and ready and fit for occupation and after the Society or Limited Compay incorporated and registered and only after all flats in the said building have been sold and disposed of by the Vendors and after the Vendors have received all the dues payable to them under the terms of the agreements with Purchasers of various flats and the Vendors shall convey, transfer and assure unto the said Co-operative Society, Limited Company or Association of persons as the case may be, cause conveyance to be executed subject as aforesaid of the said land hereditaments and premises mentioned in the First Schedule hereunder written together with the building and other structures standing thereon in favour of the said Society or the Limited Company;
- 38. Until the execution of the Conveyance as aforesaid the Purchaser shall hold the said flat subject to all the obligations and conditions and the provisions contained in this agreement and the Purchaser shall pay his/her proportionate share of all existing and future assessments and outgoings of every description for the time being payable thereon;
- and registered before the sale and disposal by the Vendors of all the flats in the said building the power and authority of the Society or the Limited Company so formed and of the Purchaser and the other purchasers of the flats shall be subject to the overall authority and control of the Vendors overall on any of the matter, concerning the said building, the construction and completion thereof in particular the Vendors shall have absolute authority and control as regards the unsold flats and the disposal thereof;

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- 40. Any delay or indulgence by the Vendors in enforcing the terms of this agreement or any forbearance of or giving of time to the Purchaser shall not be construed as a waiver on the part of the Vendors of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Vendors;
- 41. All letters, receipts and/or notices issued by the Vendors and despatched under certificate of posting to the address known to them of the Purchaser shall be sufficient proof of receipt of the same by the Purchaser and shall fully and effectually discharge the Vendors of all the obligations hereunder. The name and address of the Purchaser till the possession of the flat is taken by the Vendors is as follows:

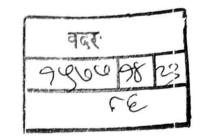
... Mr. Birry J. Nair ... C-15 New Chardra Roop. Hsg. Soc. Ud, ... Shah Industrial Estate, ... Off Veera Desai Road, Andrew (W),

- Borsbuy 400 058.

  If the Purchaser neglects, omits or fails or for any reason whatsoever to pay to the Vendors any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and conditions on his/her part herein contained or referred to, the Vendor shall be entitled to re-enter upon and resume possession of the said flat and everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchaser to the Vendors stand absolutely forfeited and the Purchaser shall have no claim for refund or repayment of the said earnest money and/or the said other amounts already paid by the Purchaser or any part thereof and the Purchaser hereby agrees to forfeit all his/her right, title and interest in the said flat and all amount already paid and in such event the Purchaser shall also be liable to immediate ejectment as trespasser but the right given by this clause to the Vendors shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this agreement of Vendors against the Purchasers;
- 43. All costs, charges, and expenses in connection with the formation of the Co-operative Housing Society, or Limited Company as well as the costs of preparing engrossing, stamping and registering all the agreement, conveyance, transfer deed or any other document or

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documents required to be executed and/or caused to be executed by the Vendors to the Purchasers as well as the entire professional costs of the Attorneys of the Vendors in preparing and approving all such documents shall be borne by the Society or Limited Company proportionately by all the Purchasers of the flats in the said The Vendors shall not contribute anything towards such exPenses. The proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid by him/her to the Vendors immediately on demand. The Purchaser shall on the execution of these presents deposit and keep deposited with the Vendors a sum of Rs. 500/only) towards such legal (Rupees Five Heerdred costs of the aforesaid purposes;

- The Purchaser agrees and undertakes to lodge this Agreement for registration with the Sub-Registrar of Assurances at Bombay/Bandra and to admit execution thereof and to take all necessary steps for getting the same registered in accordance with the provisions of law and at his/her own costs and expenses;
- The Agreement shall always be subject to the provisions 45. contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats (Regulations of the Promotion Construction, Sale and Management and Transfer) Act, 1963 and the Maharashtra Ownership Flat (Regulation of the Promotion Contraction etc.) Rules 1964 or any amendments or re-enactment thereof for the time being in force or any other provisions applicable thereof.

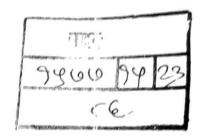
IN WITNESS WHEREOF the Vendors as well as the Purchaser have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Full description of the property)

ALL THAT pieces or parcel of vacant lands situated lying and being at Eskar Village, Borivali Taluka of Bombay Suburban District in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement 2529.20 sq. Mtrs. (i.e. 3025.00 q. Yards) or thereabouts bearing Survey No.160 Hissa No.2/C and City urvey No. 1267 (part) and bounded as follows: i.e. to say - On or owards the North by the property of I.C.Colony Plot No.8, On the buth by the property of Survey No. 161 (pt) or C.T.S. No. 1266 and e property of S.No. 160 H.No.2 (pt) or C.T.S.No.1267 (pt) - On the st by the property of Survey No. 160 Hissa No.1 and C.T.S.No. 1270 On the West by the Property of Survey No. 160 Hissa No.2/B and .S.No. 1267 (pt).

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## THE SECOND SCHEDULE ABOVE REFERRED TO:

(The properties bearing Plot No.1,2,3,4 described Firstly, Secondly, Thirdly and Fourthly)

#### FIRSTLY:

ALL THAT Plot No.1 of Survey No.160 Hissa No.2/C(pt) and C.T.S.No.1267 (pt) of Eksar Village admeasuring 404.00 sq.yds. (337.50 sq.mts.) and bounded by On or towards the North by the 15' wide proposed private road of Mizar Cottages, On or towards the South by the Plot No.2 and part of the Plot No.3 of Mizar Cottages, On or towards the East by Plot No.4 of the said Mizar Cottages; On or towards the West by the proposed 30' wide common road of Chrib Cottages and Mizar Cottages.

#### SECONDLY:

ALL THAT plot No.2 of Survey No. 100, Hissa No.2/C(pt) and C.T.S.No.1267 (pt) of Eksar admeasuring 416.00 sq.yds (348 sq.mts) and bounded by On or towards the North by Plot No.1 of Mizar Cottages, On or towards the South by the 44' wide proposed Municipal Road, on or towards the East by Plot No.3 of the said Mizar Cottages, On or towards the West by the 22 ft. wide proposed private road of said Mizar Cottages.

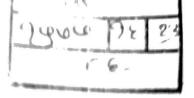
#### THIRDLY:

ALL THAT Plot No.3 of Survey No.160 Hissa No.2/C (pt) and C.T.S.No.1267 (pt) of Eksar admeasuring 463.00 sq.yds (386 sq.mts.) and bounded by On or towards the North by plot No.4 and Plot No.1 (pt) of Mizar Cottages, on or towards the South by the 44 feet wide proposed Municipal Road, On or towards the East by the boundary of S.No.160 H.No.1(pt) of Eksar and on or towards the West by Plot No.2 of Mizar Cottages.

#### FOURTHLY:

ALL THAT Plot No.4 of Survey No.160 Hissa No.2/C(pt) and C.T.S.No. 1267 (pt) of Eksar admeasuring 405.00 sq.yds (338.70 sq.mts.) and bounded by on or towards the South by Plot No.3 of Mizar Cottages, On or towards the East by the Boundary of S.No. 160 H.No. (pt) of Eksar, On or towards the West by the Plot No.1 and 15' wide proposed private road of Mizar Cottages and on or towards the North Mizar by Boundary of S.No.160 H.No. 2D and S.No. 160 H.No.3.

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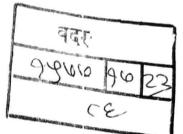


# THE THIRD SCHEDULE ABOVE REFERRED TO:

(The various amenities to be provided and/or specifications agreed

- The building shall be of R.C.C. framed structure with 4" thick external R.C.C. Walls and 6" thick internal brick walls, including
- Main entrance to Flats: shall be of teak wood frames 7' x 5' x 2% size thick with solid core single shutter flush door. The door shall have necessary brass oxidised fittings and fixutres with C.P. brass aldrop from outside and number plate, Godrej Night Latch, Magic Eye, door chain, brass oxidised letter slit and electric buzzer.
- Internal Doors: shall be of teak wood 7' x 5' size frame with single shutter solid core flush doors with both sides painted.
- Windows: All windows shall be with teakwood frame with anodised aluminium fittings. They will be fully glazed and oil Balconies merged with rooms will have aluminium sliding windows.
- 5. Flooring:
- Marble mosaic tiles of good quality and make for flooring in (a) living room, entrance lobbies, bedrooms, internal lobbies, balconies and in kitchen with 5" skirting:
- Polished Tandur Stones, for flooring in bath rooms. (b)
- White glazed tiles 6" x 6" for dados to bath rocms and water (c) closets upto 4' height, and to cooking platforms upto 1' 6" height. W.C.flooring shall be in white glazed tiles.
- Kitchen: Will be provided with built in sink, lined with white glazed tiles - 18" x 18" and water tap and finished with polished black kadappa stones - Cooking platform shall be 6' x 2' 3".
- Will be provided with a tap C.P.Shower and 7. Bath Rooms: instantaneous geyser 1-3 kw.
- Water Closets: shall be provided with 27" size Indian Style 8. W.C.Pan of standard make and a down take tap. A high level flushing cistern will be provided in the loft. The second water closet, if any, in a flat shall be of western style.
- Wash Basin: 20" x 16" size standard make wash basin will t provided with C.P.Tap, Mirror and towel rod.

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Electrical installations: for each flat. Open type of wiring, with copper conductor will be provided.

Living room:

2 light points, 1 fan point and 1 plug point;

Kitchen:

Bed Rooms:

1 light point; 1 plug point, 1 domestic plug point and 1 fan point. 1 light point, 1 plug point, 1 fan point.

Bathrooms & W.C.:

1 light point each.

Lobby and Balcony:

1 light point each.

Water Supply: R.C.C.Water storage tanks will be provided. Water storage tanks will be finished with water proof cement plaster. R.C.C.Water Tank (Suction tank) shall be constructed below ground to

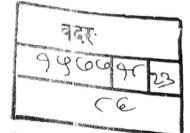
- Drainage: 12. All underground drainage will be strictly in accordance with Municipal Bye-laws. Septic tank shall be constructed
- Grill Work: 13. The staircase room will have well designed appropriate pre-cast R.C.C.Grill.
- All the inside plastered walls will be white washed. Paints: All the wood works will be oil painted.
- 15. Compound Pavement: Concrete pavement 5' all around the building with pathway 10' width upto staircase shall be constructed.
- 16. General:
  - Bath rooms, terrace, and water storage tanks shall be 1. treated with water proof compound.
  - R.C.C.lofts shall be provided above bath rooms and W.Cs. 2.
  - Paint of approved quality shall be applied to the 3. external face of the entire building.
  - Plumbing work shall be in accordance with the rules and 4. regulations of B.M.C.
  - On all sides of the property, compound wall shall be 5. provided with 5' M.S.Gate and 3' x 5-6" wicket gate. Trees shall be planted all along the compound wall inside the property.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Schedule of Paymentof Payment)

Rs. SQ.000/- as earnest money on execution of this Agreement; a) b)

Rs..... on the completion of the plinth work;



- c)
- d)
- Rs.... on the completion of the first slab; Rs.... on the completion of the second slab; e)
- Rs..... on the completion of the third slab; f)
- Rs.... on the completion of the fourth slab; g) h)
- Rs (00,000) on the completion of the fifth slab; The balance of the purchase price shall be paid within three days of the Vendors intimating the Buyer that the said flat is

PROVIDED further that the Buyer shall pay the last instalment of the purchase price within three days from the receipt of the intimation from the Vendors that the flat agreed to be purchased by him/her is ready for occupation and Purchaser's failing to make payments, the Vendors shall be at liberty to exercise their rights as set out in the Agreement including a right to terminate this Agreement and sell the said flat to any other person;

PROVIDED further that the Certificate which may be issued by the Vendors' Architect certifying that the work has commenced and/or respective work of the plinth/slabs have been completed shall be binding upon the Purchaser and forthwith the payment shall become due and payable by the Purchaser to the Vendors;

PROVIDED further that the Purchaser under this Agreement shall pay the deposits in respect of meter, maintenance etc., as provided hereinabove on or before taking possession of the flat.

SIGNED SEALED AND DELIVERED by

the withinnamed Messrs. SHARON ENTERPRISES

by the hand of its partner

Mrs. Lily Abraham

in the presence of

1. P. Abrahoeu

2.

· Lily Abraham.

SIGNED SEALED and DELIVERED by

the withinnamed Purchaser

Mr./Mps./Mjss

in the presence of

· Chlow

MRU & CO.

MENERH B. DHRUV PAREKH

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48, Alli Chambers, Nagindas Master Road, Bombay-400 023.

Nos. { 270836 270807 IN REPLY PLEASE QUOTE

19th July 1984

M/s.Shron Enterprises. 22/366, Adarsh Nagar, Worli, BOMBAY-400 025.

Re : Development of property
bearing S.No. 150, H.No. 2, C.T. S.
No. 1267 of Eksar Village, Borivii.

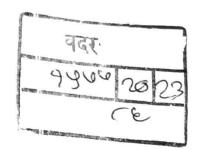
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Dear Sirs.

In the above matter we have had the searches taken and have to report as under:-

- 1. The property bearing S.No.160, H.No.2C, Plot Nos.1, 2, 3 & 4 stands in the name of Mr.P.C.Philip, Mr.P. Abraham, Smt. Thankamma Kuruvilla and Mr.M.K.Mathew respectively in the records of rights. The temure of the property is agricultural.
- By an conveyance dated 15th November 1948 and registered on 27th February 1948 in the office of the Sub-Registrar of Assurances, Thane under serial No.944 of 1948 one Mr.Damodar Yashwant Desai sold, transferred conveyed and assured unto one Bhaskar Raghunath Mahtre the land bearing S.No.160, H.No.2(Part), admessuring 1 Acre and 20 Guntas.
- By Conveyance dated 27th March 1975 and registered in the Office of the Sub-Registrar of Assurances, Bandra under serial no.424 of 1975, on 17th August 1977, Mr.Laxman Jagannath Mahtre sold

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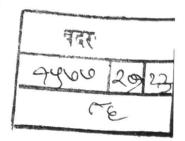
transferred, conveyed and assured the land admeasuring 2529.20 sq. meters or thereabout bearing S. No. 160, H. No.2C, C.T.S. No. 1267(part) to one Mr. K. Mathai Samuel, as a Honarary Secretary of Chrib Cottage.

and registered in the Office of the Sub-Registrar of Assurances, Bandra under Serial No.1394 on 7th April 1976, the said M.K. Mathal Samuel sold, transferred conveyed and assured unto the F.C. Philip and others the said property. In the said Deed of Transfer it is mentioned that the said K. Mathal Samuel had purchased the property as Benami and the actual possession of the said plot was with the said Philip and others and released the property without any consideration since the said Samuel had purchased the property without any consideration since the said Samuel had purchased the property with the money of said Philip and others.

The said Mr. Samuel has given an undertaking to the Bombay Municipal Corporation on Stamp Paper of 8.5%— on 15th October 1975 and it is also registered under Registration No.1395 in the office of Sub-Registrar of Assurances, Bandra on 7th April 1976 wherein he has given right of way over 22 ft. wide Road approved for the scheme bearing S. No. 160, H. No.2A & 2B and C.T.S. No. 1267 (Part) of Village Eksar under the name of Crib Cottage to the members of Mizar Cottage free of costs.

It is permanent right of way running with the land and the same shall be for ingress and egress for the grant in the promises or on the land belonging to the members of the Mizar Cottages. Mr. P. C. Philip

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Honarary Secretary of Mizar Cottages also gave an undertaking, to the Bombay Manicipal Corporation en 2nd March 1976 and which is registered under Serial No.346 of 1976 on 27th July 1976. The said Philip has given an undertaking that he would agree to the conditions described in the schedule thereunder written in respect of the development consisting of proposed division of the land.

6. By four Deeds of Transfer all dated 18th October 1978 and registered under numbers 1142, 1143, 1144 and 1145 in the office of the Sub-Registrar of Assurances, Bandar on 5th May 1980, the said Philip and others sold, transferred and conveyed to each of them viz. Mathew, Mrs. Thankamma Kuruvilla, P.C. Philip and Abraham, Plot Nos. 4, 3, 1 & 2 respectively.

7. We have also being given to understand that the 5th Flot which is tail land is also in possession of said Philip and others. The Philip and others have formed a Partnership firm known as M/s. Sherom Enterprises and the Partnership now hold this land on which the construction is being made.

Object to the what is stated herein above, the title to the property is clear and marketable and free from all incumbrances.

Yours faithfully.
For DHRU AND COMPANY.

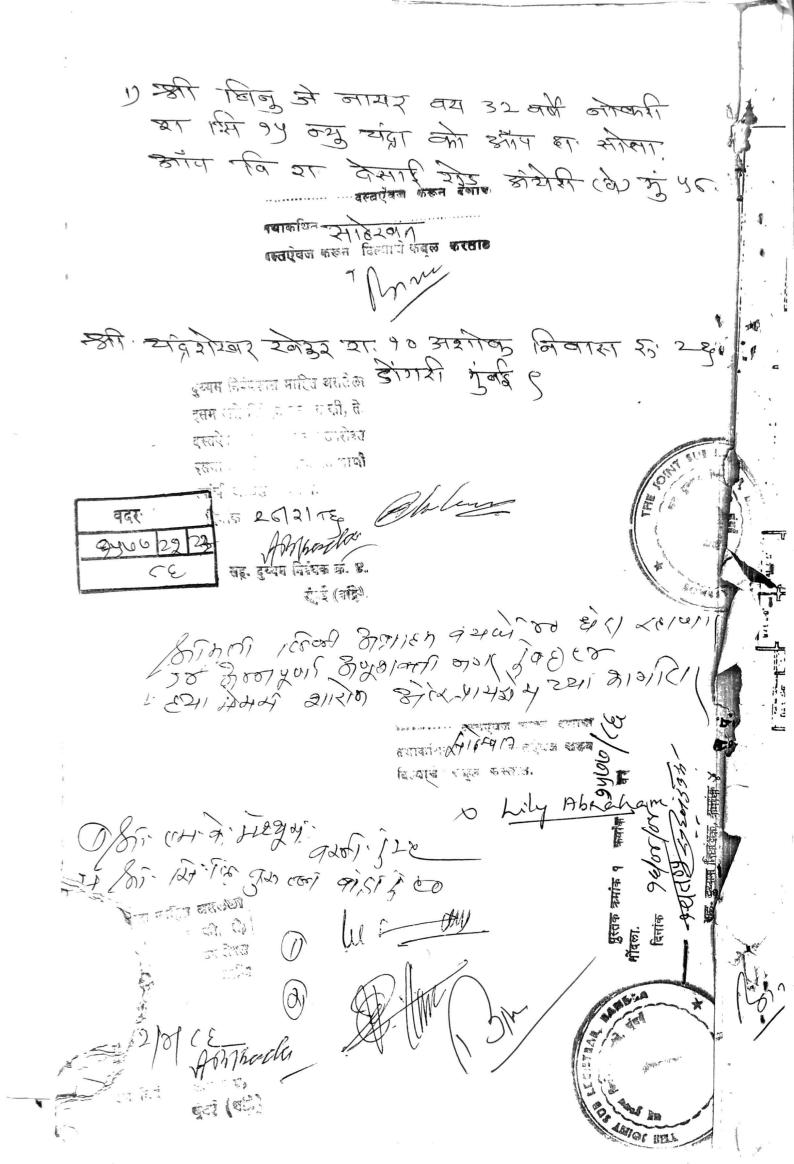
(K.M. PAREKH)
PARTNER.

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#### STATE BANK OF INDIA

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FIRST NAME	TULSI			
. MIDDLE NAME	BINO	BINU JANARDHAN	BINU	
LAST NAME	NAIR	NAIR		
. MOTHER'S FULL NAME	RAJESHREE NAIR		NAIR	
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BRANCH / DEPARTMENT NAME	
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