

Shreeji Co-operative Housing Society Ltd.

(Old Sheriar Flats,) 5th Road, Near Uday Talkies, Ghatkopar (W), Bombay-400 086.

Regd. No. BOM (UN) HSG (TC) 99 of 88-89/88

Registered Office : C/o. Mr. J. G. Bedekar, Advocate High Court

Co-operative Hsg. Society, Ground Floor, 5th Road, Near Uday Talkies, Ghatkopar (W), Bombay-400 086

Ref. _____

Date _____

S. Gupta

G. Mehta

Member

Ankush D. Parab

Internal Auditor

Mr. M. M. Doshi

Date: 16/07/2005

TO WHOM SO EVER IT MAY CONCERN

This is to certify that flat no. 4 situated at 2nd floor in our society bldg. is allotted to Magnetic Metal. We have no objection against equitable mortgage of said flat to State Bank of India by Magnetic Metal

For Shreeji Co-operative Housing Society Ltd.

[Signature]
Secretary.

[Signature]
For Shreeji Co.-op Hsg. Society Ltd.

[Signature]
Chairman Secretary Treasurer



3-28 211

9 JUL 1984
Court of District Judge
Bombay
Dated

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Issued to K.B. Bhandarkar
Non-fiscal Stamped Paper of Rs. _____

AGREEMENT FOR SALE

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THESE ARTICLES OF AGREEMENT FOR SALE made and entered into at Bombay this 28th day of April 1984 (in the Christian Year One Thousand Nine Hundred-eighty^{one}) BETWEEN Messrs. CHIRAG BUILDERS, a duly registered Partnership Firm, carrying on the business of Builders and Building Contractors, having their Office at First Floor, Anand Bhavan, 17 Babu Genu Road, Bombay 400 002, hereinafter for the sake of brevity referred to as the "OWNERS" (which expression unless contrary to the meaning and context herein shall mean and include the said Firm of Messrs. Chirag Builders, its partners for the time being and the Survivor or survivors of them, legal heirs, legal representatives, executors, administrators and assigns as the case may be) of the ONE PART, A N D Kirit. N. Bagadia

Partner of Magnetic Mats, an adult Indian Inhabitant of Bombay,
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with the provisions of the Bombay Municipal Corporation

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having his/her address at M/S. Magnetic Metals. Vikes
Corporation Compound Unit- No. P-11 - Wadoli Chamber. Bombay
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hereinafter for the sake of brevity referred to as the
"PURCHASER" (which expression unless contrary to the
meaning and context thereof shall mean and include the
said Kiril N. Bagadia his/her legal heirs,
legal representatives, executors and administrators) of
the OTHER PART.

WHEREAS One Shri Khodadad Sheriar Irani was
absolutely seized and possessed of or otherwise well and
sufficiently entitled to all that piece or parcel of land
hereditaments and premises lying being and situate at
Ghatkopar in Greater Bombay, being land admeasuring about
1048 square yards or equivalent thereto, or 867.128 square
metres or equivalent thereto, comprising of Final Plot
No.27 of TPS No.II of Ghatkopar West, Bombay 400 086,
together with a building thereon which is more particularly
described in the First Schedule hereunder written and
hereinafter referred to as the "SAID PROPERTY";

AND WHEREAS by an Agreement for Sale dated the
2nd day of August 1978 the said Mr. Irani, the Owner there-
in agreed to sell the said property to One, Shri Arvind G.

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Parekh, referred to as the 'Purchaser' in the said Agreement, on the terms and conditions therein contained; AND WHEREAS the said agreement for sale was entered into by and between the said Mr. Irani on the one hand and Shri Arvind G. Parekh on the other hand; AND WHEREAS the said Arvind G. Parekh entered into the said Agreement for sale as a Purchaser for and on behalf of and in his capacity as a Partner of the Firm of Messrs. CHIRAG BUILDERS;

AND WHEREAS the said Messrs. Chirag Builders have purchased the entire property together with all the structures and the compound surrounding the structure and the compound wall and the other things attached to the earth; AND WHEREAS the property referred to in the First Schedule hereunder is conveyed in favour of Messrs. Chirag Builders by lodging the Conveyance Deed on the 13th day of November 1979 under No. S/2625/79 with the Registrar of Assurances at Bombay; AND WHEREAS the said entire property is now conveyed to the Firm of Messrs. Chirag Builders who are now the absolute owners of the said property together with all and each and every type of right title and interest pertaining to the said property, which is more particularly described in the First Schedule hereunder written;

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AND WHEREAS the said Firm of Messrs. Chirag Builders have been put in possession of the said property including all the structures, namely the Building and the terrace thereon together with compound and the compound wall and other things attached to the earth, which was absolutely vested in the said Firm of Messrs. Chirag Builders with full authority to put up the additional flats on the said building by consuming the balance F.S.I. as per the plans approved by the authorities of the Municipal Corporation of Greater Bombay in accordance with the provisions of the Bombay Municipal Corporation

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Act 1988 and the Building Bye-Laws and the Development Control Rules;

AND WHEREAS the said Property now absolutely belongs to Messrs. Chirag Builders who are constructing residential flats on the said building with a view to sell the flats on ownership basis; AND WHEREAS Messrs. Chirag Builders are desirous of selling the flats and the shops in the existing building also, with a view to form a Co-operative Society and/or Association of Apartment-owners and/or Condominium of the Purchasers of all the said flats/shops;

AND WHEREAS the Purchaser herein is desirous to purchase a Flat/Shop/Garage/Parking Space and acquire the said Flat/Shop/Garage/Parking Space No. 4 on the 2nd Floor of the said Building; AND WHEREAS the Owners have given to the Purchaser the inspection of all the documents as per the provisions of the Maharashtra Ownership Flats Act 1963 as demanded by the Purchaser herein; AND WHEREAS the Purchaser has satisfied himself/herself regarding the title of the property and the correctness of each and every document, plan, paper, writing, etc. which are found to be satisfactory after a thorough investigation, as per the provisions of the Maharashtra Ownership Flats Act 1963;

AND WHEREAS the Purchaser has expressed his desire to purchase a Flat/Shop/Garage/Car Parking Space from the Owners herein on the terms and conditions mentioned in this Agreement; AND WHEREAS the Owners herein have agreed to sell the said premises above referred to to the Purchaser herein on the terms and conditions set out hereinafter;

AND WHEREAS the Parties hereto are desirous of reducing into writing the terms and conditions of the Agreement for Sale;

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NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Purchaser hereby agree to purchase from the Owners a premises bearing Flat/Shop/Garage/Car Parking Space No. 4 on the 2nd Floor of the said Building on the said Plot shown on the sketch thereof annexed hereto (hereinafter for brevity's sake referred to as the "Said Premises") at or for the lumpsum price of Rs. 107000/- (i.e. Rupees One Lakh Seven Thousand Only) on the detailed terms and conditions annexed hereto. The said purchase price of Rs. 107,000/- as aforesaid of the said premises shall be paid by the Purchaser to the Owners in the manna set out hereinbelow :-

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- (1) Rs. 45000/- as Earnest Money on execution hereof.
- (2) Rs. 30000/- on or before 15th May 1981
- (3) Rs. 15000/- on or before 1st June 1981
- (4) Rs. 17000/- on or before 15th June 1981
- (5) Rs. _____ on or before _____ 198
- (6) Rs. _____ on or before _____ 198
- (7) Rs. _____ on or before _____ 198
- (8) Rs. _____ being balance, within a week of the possession of the said Premises being offered to the Purchaser or before taking possession thereof, whichever is earlier.

TOTAL Rs. 107,000/-

2. The Purchaser hereby agree to pay all the amounts payable under the terms and conditions of this Agreement as and when they become due and payable, time in this respect being the essence of contract. It is hereby expressly agreed by and between the Parties that the Owners are not bound to give notice requiring such payment under the



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agreement and the failure thereof shall not be pleaded as an excuse for non-payment of any amounts on the respective due dates.

3. It is further hereby agreed that in the event of the Purchaser making any default in payment of any one instalment of the purchase price as aforesaid or any breach being committed by the Purchaser of the terms and conditions herein mentioned or non-observance thereof, the Agreement shall at the option of the Owners come to an end and all the amounts paid by the Purchaser shall stand forfeited and the Purchaser shall have no claim of any nature whatsoever against the Owners or over the said premises.

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4. Without prejudice to the aforesaid right of the Owners to terminate this Agreement, the Owners may at their option accept from the Purchaser the instalments of the Purchase Price in respect of which the Purchaser may have committed default, on the Purchaser paying to the Owners interest on the defaulted instalments at the rate of 18% per annum from the date of default till payment.

5. The Purchaser, prior to the execution of this Agreement, has inspected all necessary documents, papers, certificates, letters, agreements, the conveyance deeds, etc. and has satisfied himself/herself fully about the title of the property and he/she has agreed to purchase the said premises after such investigation and shall in no way hold the Owners liable for any defect in the title and that the Purchaser hereby accepts the title of the Owners and thereafter agrees to purchase the said premises from the Owners.

It is hereby expressly agreed and declared that the Owners will have absolute right and authority to make

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such change or changes in the building plans and to construct the Building on the said Plot as per such changed plans as the Owners may from time to time deem proper in the course of construction of the said Building provided such change in plans and construction in pursuance thereof does not affect the shape, size and location of the said premises and the Purchaser hereby irrevocably gives his/her consent to the Owners for making such change in the plans and constructing the Building in accordance with the changed Plans.

7. In case the tenants of the First and Ground Floors agree to purchase their respective tenements on ownership basis and/or Association of Apartment Owners and/or Condominium, then all the premises in the said building on ownership basis and all the Purchasers thereof should form themselves into an Organisation/a Co-operative Society and/or Association of Apartment Owners and/or Condominium of the Purchasers of the said Flats/Shops/Garages/Parking Spaces, and upon the purchasers of all the premises in the said building paying in full as per their respective agreements with the Owners, the Owners shall subject to such permission of such authority as and if it may be necessary under any Law for the time being in force including the Urban Land (Ceiling and Regulation) Act, 1976, convey the said Plot with Building which is being constructed thereon in favour of the said Organisation or cause the same to be done.

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8. Under no circumstances the possession of the said premises shall be handed over by the Owners to the Purchaser unless and until the payments in entirety as required to be made under this Agreement by the Purchaser have been so made to the Owners.

9. From the date the said premises is notified as

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ready for possession, the Purchaser agrees to contribute his/her proportionate share towards the costs, expenses and outgoings.

10. The possession of the said premises shall be handed over by the Owners to the Purchaser PROVIDED ALL the amounts including price of the said premises and the deposits and the payments to be made are duly paid in full. The Purchaser shall take possession of the said premises within seven days of the Owners giving notice to the Purchaser intimating him/her that the said premises is ready for use and occupation.

11. Subject to the Purchaser making full payment of all the amounts due by him/her under this Agreement, the possession of the said premises shall be delivered by the Owners to the Purchaser on or before 15th May 1984. The Owners shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid, If the completion of the Building is delayed by reason of non-availability of steel or cement or any other building material or by reason of war, civil commotion, or any act of God, or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government or the Municipal Authorities or any other public authority, body or court of law, or tribunal, or on account of the Municipal Authorities not granting water connection or on account of the circumstances beyond the control of the Owners, or for any other unavoidable, unforeseen or inevitable circumstances.

12. If for any reason the Owners are unable or they fail to give possession of the said premises to Purchaser by the date specified in Clause 11 supra or upto its extension or by a period during which any one or more

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or more of the reasons set out in clause 11 supra prevail or to any further date or dates agreed to by and between the parties hereto, then and in that case, the Purchaser shall be entitled to terminate this Agreement, in which event the Owners shall, within two weeks from such termination, refund to the Purchaser the amounts that may have been received by the Owners from the Purchaser in terms hereof in respect of the said premises. The Owners shall also pay to the Purchaser a sum of Rs.1,000/- as liquidated damages.

13. The fixtures, fittings and amenities to be provided in the said premises, in the said two additional floors to be constructed on the said Building, and the materials to be used in the construction of the said two Floors and the specifications of the said premises shall be those as are set out in the Second Schedule hereunder written, and the Owners reserve their right to change it as per Architect's advice and the Purchaser shall not have any claim for any such changes as aforesaid.

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14. Upon possession of the said premises being delivered to the Purchaser, he/she shall be entitled to use and occupation of the said premises. Upon the Purchaser taking possession of the said premises, he/she shall have no claim against the Owners as to any defect in any item of work or construction of the said premises, or as regards quality of the materials used for construction of the said premises or otherwise for any reason whatsoever.

15. The Purchaser hereby agrees that in the event of any amount due to the Municipal Corporation or to the State Government or Betterment Charges or Development Tax or payment of similar nature becoming payable by the Owners, the same shall be reimbursed by the

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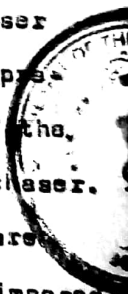
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~~Purchaser~~ in proportion to the area of the Premises agreed to be purchased by the Purchaser.

16. The Purchaser hereby agrees with the Owners and undertakes to pay the 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 Owners indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Owners.

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17. The Purchaser hereby agrees that any amount by way of premium or security deposits to the Municipal Corporation of Greater Bombay or to the State Government or Betterment Charges or Development Tax or Security Deposit for the purpose of giving water connection or any other tax or payment of a similar nature including I.O.D. Deposit and Electric Deposit and Occupation Deposit or any other Deposit already paid or that may hereafter be paid by the Owners shall be reimbursed by the Purchaser to the Owners in proportion to the area of the said premises and in determining such amount the decision of the Owners shall be conclusive and binding upon the Purchaser. The Owners shall not be responsible for the forfeiture of the I.O.D. Deposit or any other penalty or fine imposed by the Municipal Corporation of Greater Bombay on account of unauthorised alteration or addition that may be made by the Purchaser or by the Purchaser of any other premises contained in the Building on the said Plot.



18. Commencing a week after notice is given by the Owners to the Purchaser that the said premises is ready for use and occupation the Purchaser shall pay on or before the 5th day of every month to the Owners until

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the said Plot and the Building thereon is transferred to the said Organisation, an amount at the rate of Re. 0.30 NF per sq.ft. of the area of the said premises towards the proportionate share that may be ascertained by the Owners, towards (a) the insurance premium for insuring the said Building against fire, riot and civil commotion, etc., (b) the Municipal rates, charges, taxes and all other outgoings that may from time to time be levied or incurred in respect of the said Plot and Building thereon, and (c) the charges for the maintenance and management of the said Building, including wages and salaries of chowkidars, sweepers, etc. The said amount of deposit or deposits contemplated hereunder or the balance thereof shall be paid over by the Owners to the said Organisation only and the Purchaser shall not be entitled to demand repayment or the account thereof.

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19. That the Purchaser agrees and binds himself/herself to pay to the Owners regularly by the 5th day of each month in advance until the Purchaser is admitted as a Member of the proposed Co-operative Housing Society or Association of Apartment-Owners or Condominium hereinbefore referred to as the Organisation, and thereafter the Purchaser shall pay to the said Society or the said Association or the said Condominium his/her proportionate share that may be decided by the Owners or the said Society or the said Association or the said Condominium and the Purchaser shall also indemnify and keep indemnified the Owners in that behalf. In determining the proportionate share of outgoings payable by the Purchaser of the said premises under this clause, the rateable value of the said premises that may be fixed by the Municipal Corporation of Greater Bombay will be taken into consideration.

20. The Purchaser hereby agrees and undertakes to be a Member of the Co-operative Housing Society or
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Association of Apartment-Owners or Condominium herein-
before referred to as the Organisation, to be formed of
the Purchasers of the Flats in the Building and also
from time to time sign and execute the application for
registration and other papers and all such documents
as necessary for the formation and the registration
of the Proposed Society or Association of Apartment-
Owners or Condominium and duly fill in, sign and return
within 10 (ten) days of the same being forwarded by
the Owners, if changes or modifications are made in
the Draft Bye-Laws of the Memorandum and Articles of
Association as may be required by the Registrar of
Co-operative Societies or other competent authority as
the case may be. The Purchaser shall be bound from
time to time to sign all papers and documents and to
do all other things as the Owners may require him/her
to do from time to time for safeguarding the interest
of the Owners and of other Purchasers of the Flats/
Shops/Garages/Parking Spaces in the said Building.
Failure to comply with the provisions of this clause
will render this agreement ipso facto come to an end
and the earnest money paid by the Purchaser shall stand
forfeited by the Owners. The Purchaser hereby agrees
to deposit a sum of Rs.250/- at the time of execution
of this Agreement towards the share and entrance fee
of the proposed Co-operative Housing Society or Asso-
ciation of Apartment-Owners or Condominium as the case
may be and the charges, costs, and expenses for trans-
ferring the property in favour of the said Organisation
as the case may be.

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21. The name of the Building on the said Property shall always be "CHIRAG COTTAGE" and subject to the approval of the Assistant Registrar, Co-operative Societies, Bombay, the name of the Co-operative Society.

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or the Association of Apartment-Owners or Condominium subject to the approval of the competent authority the said Organisation's name shall be preceded by the word "CHIRAG....."

22. The Purchaser shall from the date of possession maintain the said premises at his/her own cost in a good and tenable repair and condition and shall not do or suffer to be done anything in or on the said building or the said premises, staircase and common passages which is or may be contrary to or against the rules or bye-laws of the Municipal Corporation of Greater Bombay or any other authority as the case may be and shall pay all taxes/charges imposed by the Municipal Corporation of Greater Bombay including any further or increased levies, charges or taxes payable on the said building. The Purchaser further covenants with the Owners and through them with the Purchasers of the other premises and all others in the said Building that he/she shall not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor will he/she at any time, make or cause to be made any new construction, of whatsoever nature, on or in the said building or any part thereof nor will he/she make any additions or alterations in or on or to the said premises or change the colour scheme or elevation of the said building and the verandah or gallery in front without the previous consent in writing of the Owners or of the said Society or Association or Condominium when formed.

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23. After the possession of the premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said building or thereafter are required to be carried out by the Government, Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser of the Premises

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In the said building at his/her own costs and the Owners shall not be in any manner liable or responsible for the same.

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24. The Purchaser shall not without the written permission of the Owners let, 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/her interest under or the benefit of this Agreement or any part thereof or in the said premises until the execution of the Conveyance in favour of the Co-operative Society or the Association or Condominium as the case may be and till the Purchaser shall have paid to the Owners all the moneys payable to the Owners under this Agreement. It is agreed that in the event of the Purchaser transferring his/her interest under this Agreement or in the said premises before the execution of the Conveyance as aforesaid and before payment to the Owners, the entire purchase price payable hereunder, the Purchaser shall pay to the Owners a transfer fee at the rate of two percent of the Purchase Price payable by the Purchaser to the Owners in respect of the said Premises herein mentioned.

25. The Purchaser shall permit the Owners and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon his/her premises or any part thereof to view and examine the state and condition thereof and to make good any defects found within three days of the giving of such notice in writing by the Owners to the Purchaser.

26. The Purchaser shall permit the Owners and their surveyors and agents with or without workmen and others at all reasonable time to enter into and upon his/her premises or any part thereof for the purpose

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repairing any part of the building and for cables, water covers, gutters, wires, partly structures and other conveniences belonging to or servicing or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises or the building in respect whereof the Purchaser or the Occupier of such other premises as the case may be shall have made default in paying his/her share of the water tax, and/or other dues.



27. The Purchaser shall not use the premises or permit the same to be used for any purpose whatsoever other than as a residence nor for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other flats in the building or to the Owners or Occupiers of the neighbouring properties nor for any illegal or immoral purposes.

28. The Purchaser shall, before taking possession of the said premises, deposit with the Owners the following amounts, viz. -

- (a) Rs. 250.00 towards the share money, etc. as provided in Clause 20;
- (b) Rs. 1,500.00 towards Municipal taxes and other expenses and outgoings referred to in clause 18 of this Agreement; and
- (c) Rs. 1,000.00 towards the professional fees in connection with the preparation and execution of the Conveyance Deed of the Flat with Building thereon and any other document (whether incurred heretofore or to be incurred hereafter) to complete the title of the said Organisation to the said Plot of Land and the Building thereon as

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also in connection with the formation registration and incorporation of the said Organisation as also for preparation of this Agreement.

No interest will be payable by the Owners on any of the aforesaid deposits. The said deposits referred to in (a) and (b) above shall be paid over by the Owners to the Society or the Association or the Condominium when formed, after deducting therefrom the amount, if any, payable by the Purchaser to the Owners and under and in accordance with the provisions of this Agreement. AND PROVIDED further that the Purchaser shall pay such further amount or amounts to the Owners as demanded from him/her from time to time towards the aforesaid deposits in the event of the said deposits or any of them being exhausted or found to be insufficient to meet the expenses set out above.

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29. The Owners shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said building or their rights and benefits provided it does not affect in any way or prejudice the rights of the Purchaser granted to him/her under this Agreement in respect of the said premises.

30. Nothing contained in these presents is intended to be nor shall be construed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said premises or the said land or any part thereof. Such conferment as aforesaid shall take place only upon the execution of Conveyance of the whole property in favour of the said Society or upon submission of the said property to the said Condominium.

31. The Purchaser shall have no claim save and

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except in respect of the flat agreed to be purchased by him/her i.e. open spaces, lobbies, lifts, terrace flats, etc., which will remain the property of the Owners until the whole building is transferred to the proposed Co-operative Society or the Association of Apartment Owners or Condominium as the case may be as herein mentioned but subject to the right of the Owners as provided in these presents.

32. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be acquired by him/her. All unsold premises will remain the property of the Owners.

33. The Purchaser will not be entitled to any rebate and/or concession in the price of the said premises on account of the construction of any additional floors in the said building and/or on account of the construction of any garages and other structures and/or on account of any changes, additions and alterations made in the plans and/or the said building.

34. 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 in or any part of the said building or cause any increased premiums to be payable in respect thereof. The Purchaser shall not decorate the exterior of his/her apartment otherwise than in the manner as near as may be in which the same was previously decorated. The Purchaser shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown out from the said premises in the compound or any portion of the Building. The Purchaser shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy so as to affect the construction or the structure of the said building.



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35. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Owners any part of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time herebefore specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations herein contained the Owners shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this agreement shall cease and stand terminated. The Purchaser herein agrees that on the Owners' re-entry on the said premises as aforesaid all the right title and interest of the Purchaser in the said premises and under this Agreement shall cease and that the Purchaser shall also be liable for immediate ejection, as a trespasser.

36. Any delay indulgence or negligence on the part of the Owners in enforcing the terms and conditions of these presents or any forbearance or the grant of the time to the Purchaser shall not constitute or be construed as waiver on the part of the Owners of the breach if any of the terms and conditions of these presents nor shall the waiver in any way prejudice the rights of the Owners.

37. All notices to be served on the Purchaser by the Owners under this Agreement or otherwise shall be deemed to have been duly served if sent to the Purchaser by prepaid postage under Certificate of Posting at his/her address at M/S. Magnelic Metals.

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Vikas Corporation Compound, Unit- No. P-11 Wadoli,
Chembur, Bombay. 400074.



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38. Save and except on the said premises hereby agreed to be acquired, the Purchaser shall not claim right in any other premises of the said Building, i.e. to any of the open spaces, parking places, garages, terraces, unutilised F.S.I. or the F.S.I. that may be granted by the Municipal Corporation of Greater Bombay, and the same shall remain the property of the Owners until the same is transferred to the said Organisation referred to in this Agreement and that upon the said Plot and the Building thereon being transferred to the said Organisation as aforesaid the documents to transfer the same shall contain necessary covenants reserving to the Owners aforesaid rights or such of them as the Owners may desire.

39. If the floor space index available on the said Plot is not fully consumed by construction of the said Building on the said Plot in pursuance of the said Plans or if any additional floor space index by construction of additional premises on the said building at any time and sell the premises in such additional construction on ownership basis by the Agreement in the form similar or as near as possible to this Agreement and that the Purchasers of such additional premises shall be entitled to be members of the said Organisation that will be formed by the Purchaser along with the other Purchasers of the remaining premises of such Building. The Conveyance of the said Plot and the Building thereon in favour of the said Organisation or the said declaration shall contain a suitable covenant reserving the rights of the Owners as contemplated by the foregoing clause.

40. In the event of any portion of the Plot being notified for set back prior to the transfer of the Owners'

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interest in the said Plot in favour of the said Organisation, the Owners alone shall be entitled to receive the amount of compensation for such set back land.

41. The Owners shall be entitled to sell the premises in the said Building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other residential or non-residential purposes and the Purchasers shall not object to the use of the other premises in such Building for the aforesaid purposes by the Purchasers thereof.

42. The stamp Duty, Registration charges and all other costs of and incidental to the conveyance and other documents to be executed in pursuance thereof shall be borne and paid for prior to the possession being taken over by the Purchaser as ascertained and fixed by the Owners. The same shall be paid by the Purchaser before taking possession of the premises.

43. Shri Kishore V. Tembe, Advocate for the Owners shall prepare engross and/or approve the Deed of Conveyance and all other documents which are to be or may be executed in pursuance of this Agreement. The Purchaser shall bear all costs, professional charges, fees and expenses for the same including all expenses for the same for preparing, engrossing, stamp duty, registration charges of the deed of Conveyance or any other deed, consent, writing and other documents, the cost in connection with the formation and registration of the said Society/ Association of Apartment-Owners/Condominium, and the entire professional costs, charges and expenses of the Advocate of the Owners as aforesaid shall be

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borne and paid for exclusively by the said Society or proportionately by all the Purchasers of the Flats/Shops/Garages/Parking Spaces in the said Building. The Owners shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid to the Owners by him/her/them immediately on demand. It is agreed by the Purchaser that whatever payments are to be made by the Owners and are to be further paid by the Purchaser for or in connection with or incidental to this Agreement shall be reimbursed by the Purchaser to the Owners on demand.

44. If any additions or alterations in or about or relating to the said building or any flat therein are required to be carried out by the Government, the Municipal Corporation of Greater Bombay or any statutory authority, the same shall be carried out by the Purchaser in co-operation with the Purchasers of the other premises in the said Building at their own costs, and the Owners shall not in any manner be liable in or responsible for the same.

45. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act 1963, and the Rules made thereunder in force or any other provisions of law applicable hereto.

(a) After execution of this agreement the Purchaser will present and lodge the same with the Sub-Registrar of Assurances at Bombay for registration thereof as provided by Law and shall pay the necessary registration fees in respect thereof. The Purchaser shall intimate the Owners the time of lodgement of the agreement for registration

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and shall further appoint the date for attendance of the Owners for the purpose of admitting the execution thereof immediately after the lodging of the agreement. The Purchaser shall intimate to the Owners the lodgement number and date on which the agreement is lodged.

(b) If the Purchaser fails to lodge this agreement for registration the Owners shall not be responsible for the non-registration thereof and the consequences arising therefrom.

The Purchaser shall pay to Messrs. H. N. Corporation brokerage for this transaction at the rate of 2% of the Purchase price of the said premises, at the time of execution of this Agreement as in the case of payment of earnest money.

: THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground with message tenement or dwelling house standing thereon, situate lying and being at Ghatkopar in Greater Bombay, in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement 1048 square yards equivalent to 875.123 square metres or thereabouts bearing Old No.31 T.P.S.S.II and City Survey No. 3851 of Ghatkopar (West) and Old Survey No.179 and assessed by Municipal Corporation of Greater Bombay under N.Ward No.6697-1/451/T.P.S. and Plot No.31, 5th Road (House) and bounded as follows: that is to say on or towards the East by 5th Road, on or towards West by property known as Shirin Van, on or towards the North by the property by Uday Talkies, and on or towards the South by properties of S.G.Ganekar known as Jay & Vijay.

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THE SECOND SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

DESCRIPTION OF FLATS: Three Rooms and Kitchen.

Every Flat is an independent and self-contained Flat with the following amenities :-

- (a) R.C.C. framed structure.
- (b) Marble Mosaic Tile Flooring with glazed tiles dado on kitchen platform.
- (c) Glazed tiles flooring and dado in W.C., 2 ft. height; Tandar Polished tiles flooring and glazed tiles dado in 3 ft. floor height in bath-rooms.
- (d) Open cup-board below cooking platform, with separate gas cylinder compartment.
- (e) Cooking Platform with black Cuddapah Stone and built-in sink.
- (f) Every Flat will have sufficient light points, power points, plug points, with copper wiring, piano type switches and Sunmica boards.
- (g) One Geyser and one Fan 48" in each Flat.
- (h) Shower in Bath-Room.
- (i) Wash Basin with mirror in every Flat.
- (j) Main Entrance door will be Flush Door, and in bath-room and W.C. panelled doors provided.
- (k) Windows will be provided with glass and W.I. Grills, and iron bars in bath-room and W.C.
- (l) All aluminium fittings and fixtures to doors and windows, except hinges and screws which will be of steel.

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- (m) Internally colour-wash or white-wash.
- (n) Doors, windows and grills will be oil-painted.
- (o) One down-take tap in kitchen.
- (p) R.C.C. overhead and underground water tank with pump-set and pump-room as per B.M.C. Rules.
- (q) All plumbing work will be of open type as per B.M.C. Rules.
- (r) One Push-cock in W.C.
- (s) There shall be one bib-cock in Bath-room.

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

SIGNED SEALED AND DELIVERED by)
the withinnamed Owners, Messrs.)
CHIRAG BUILDERS, in the presence)
of.....H.N. Bhatnagar.....)

Agparakh
partner, Chirag Builders

SIGNED SEALED AND DELIVERED by)
the withinnamed Purchaser _____)
_____)
in the presence of H.N. Bhatnagar.....)

K. N. Bagachia

RECEIVED of and from the)
within-named Purchaser K.N.)
Bagachia the sum of)
Rs. Fourty Five Thousand)
being Earnest Money, under the)
provisions of this Agreement.)

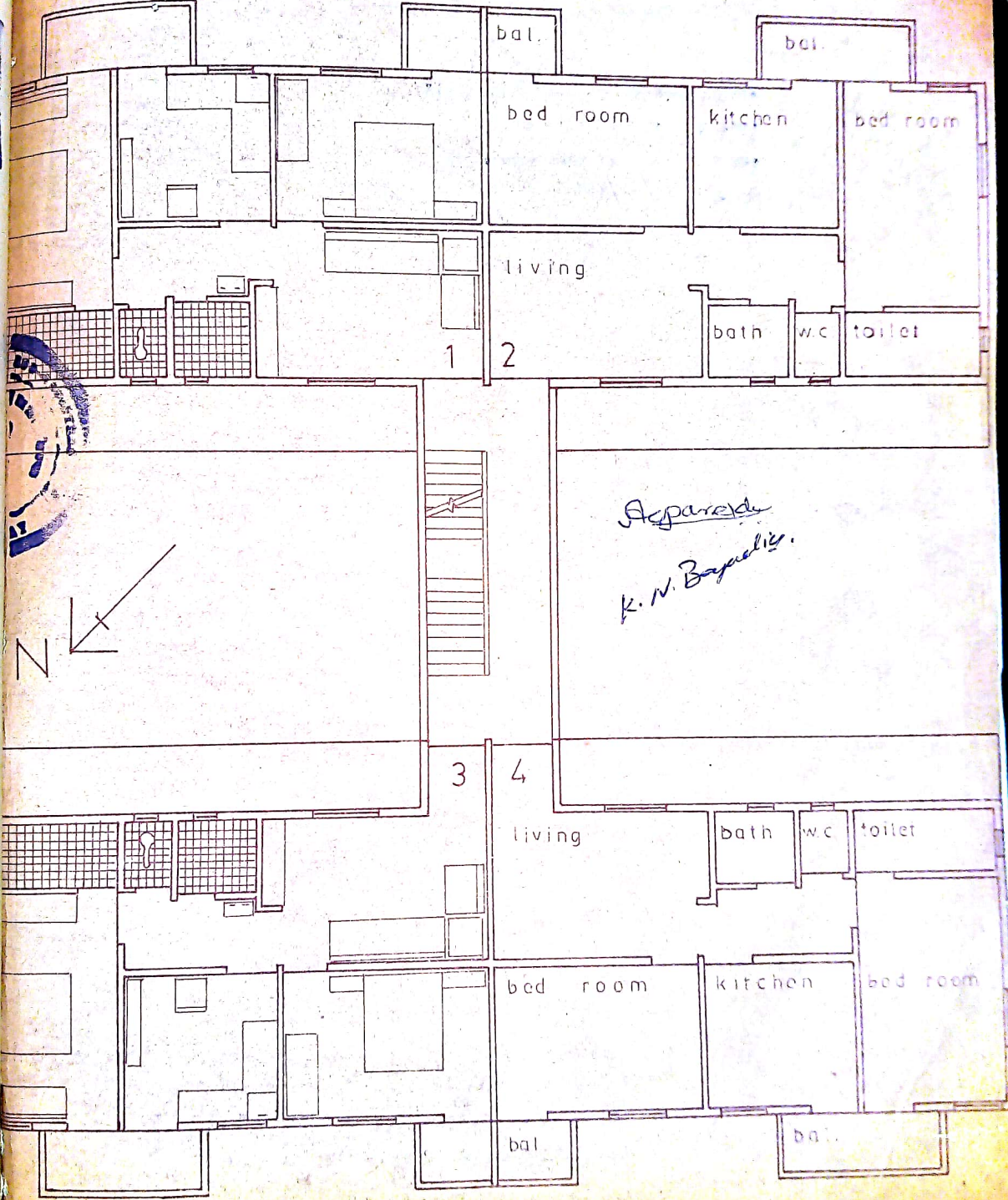
Rs. 45000/-

WE SAY RECEIVED
Agparakh

PROPOSED SECOND FLOOR ON F.P. NO. 27
T.P.S. II GHATKOPAR (WEST).

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Handwritten signature or initials.

second floor plan