

23



पावती क्र.

नोंदणी
Regn.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक ४१.५१९९/९

दिनांक १८/५ सन १९९३

दस्तऐवजाचा प्रकार—

सादर करणाराचे नाव—

खालीलप्रमाणे फी मिळाली—

- नोंदणी फी
- नक्कल फी (फोलिओ)
- पृष्ठांकनांची नक्कल फी
- टपालखर्च
- नकला किंवा जापने (कलमे ६४ ते ६७)
- सोध किंवा निरीक्षण
- वंड—कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलिओ)
- इतर फी (सांगील पानावरील) वाव क्र.

सादरकर्ता क्र. ४०००००/

~~४३१५००/६३५००/~~

की ठे मविन डी ठे भंडारी

२१९००/०

७/५

४०२५००

एकूण...

दस्तऐवज
नक्कल

रोजी तयार हाईल व नोंदणीकृत डाकेने पाठवली जाईल.

या नोंदणीकृत डाकेने देण्यात येईल.

दुय्यम निबंधक.

वस्तुसंबंधी जाती वार दिवशीच्या मंडळीच्या

दुय्यम निबंधक

नोंदणीकृत डाकेने देण्यात येईल

क्रमांक-६

हवाली करावा.

सादरकर्ता

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इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. सजवात फी.
३. फाईल करण्याची फी.
४. अनुच्छेद अकरा अन्वये.
५. अनुच्छेद वीस अन्वये.
६. मुखत्यारनामा अनुप्रमाणत.
७. गृहमेद फी.
८. सुरक्षित तावा फी.
९. मोहोरबंद पाकिटांचा निक्षेप.
१०. मोहोरबंद पाकिटे उघडणे.
११. मोहोरबंद पाकिटे परत मागे घेणे
१२. अडत.
१३. परिचारिका किंवा स्त्री परिचाराची सेवा.
१४. न्यून आकारित फीची वसुली.
१५. गड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१६. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१७. प्रवास खर्च.
१८. भत्ता.
१९. दस्तऐवज परत केला.

Received

N.Y. 18/08/04

सही
मुख्य दस्त निव्वाला

दि. २६/११/२००४

मुख्य निबंधक



AGREEMENT FOR SALE/ALLOTMENT

ARTICLES OF AGREEMENT made at Bombay this 18th day of May Ninety three and Eighty eight, BETWEEN MESSRS. CHOUDHURY & CHOUDHURY (INDIA) PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and having its office at No. 1, "Rajkamal", Opposite University Campus, C.S.T. Road, Kalina, Bombay-400 098, hereinafter called "the DEVELOPER" of the ONE PART and SHRI/SMT/MESSRS. NAVIN DOPANNA BHANDARY.

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..... of Bombay/Thane, Indian Inhabitant/s, a ~~registered partnership/s company,~~ registered under the Companies Act I of 1956, ~~residing/having/his/her/their/office/registered office at~~ 143/3913, Shree Rang Co-op. Hsg. Sdy. Hd., Vallabh Dong lane, Chhatkepada, Thane-75 hereinafter called "the ALLOTTEE/S" of the OTHER PART :

(a). The Shreerang Co-operative Housing Society Limited, a co-operative housing society, registered under the Maharashtra Co-operative Societies Act, 1960, under Registration No. TNA/HSG/199 and having its registered office at Shree Rang Co-operative Housing Society Limited, Thane, and hereinafter referred to as "the said Society" is the absolute owner of and/or is otherwise being solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to all those and several pieces or parcels of plots of land or ground bearing different survey Nos. and Hissa Nos. situate, lying and being at the villages known as Thane, Panchapakhadi and Majiwade, within the Revenue District of Thane, Maharashtra (the said total holding of the said Society for the brevity's sake hereinafter referred to as "the said land") as more particularly described in the First Schedule hereunder written;

Adl. Treasury Officer
Thane
7 MAY 1993

(b). Since some of the buildings are constructed in low lying area of the said land and the flats of these members were getting often flooded in monsoon, the said Society formulated a scheme to rehabilitate these flood affected members by utilising its surplus FSI available with the society by formulating a Scheme whereby the Developer will be allowed to construct sell, dispose and allot for and on behalf of the said Society 268 flats to outsiders and make available 256 flats to flood affected members to rehabilitate them in flood free blocks;

(c). In pursuance of the aforesaid at its General Body Meeting held on 3rd January 1988, the Society duly passed a resolution thereby resolving to construct certain numbers of flats/units out of which 256 are to be allotted to the then existing members already occupying certain tenements (therein and hereinafter referred to as "the flood affected tenements") and the remaining 268 units/flats to be sold and allotted by the developers to the persons of the latter's choice who would in due course be admitted as the members of the said Society.;

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(d). The said Society thereupon prepared drawings as per the Rules of the Thane Municipal Corporation (TMC for short) through their architect Messrs. Arvind Khare and Associates and got the plans/drawings sanctioned and obtained commencement certificate from the TMC for the purpose of the said construction;

(e). For the purposes of the aforesaid construction, the said Society duly invited tenders from the various qualified contractors for the construction of the aforesaid residential flats and the other works in response whereto inter alia the Developer submitted its tender to the said Society;

(f). The said Society, in due course, accepted the tender submitted by the Developer who agreed and undertook to carry out, execute and complete the construction work of the said residential flats and certain other construction work on the said land in accordance with the drawings, plans and specifications on certain terms and conditions coupled with a right, power and authority to dispose of and allot the 268 flats to such persons as the Developer may deem fit and proper as more particularly mentioned in the agreement dated 5th August, 1988 executed by and between the said society and the Developer which Agreement is at the execution of these presents, valid, subsisting, binding and enforceable in each and every respect on the parties thereto;

(g). By an Agreement dated 5th August, 1988 (hereinafter referred to as "the said Agreement") and made and executed between the said Society of the One Part and the Developer herein, therein referred to as "the Contractor" of the Other Part; the Developer has now agreed to construct a total 524 flats/units for the said society under the aforesaid scheme called "Rehabilitation Scheme of Shreerang Co-Operative Housing Society Limited, on Turn Key basis" in consideration for which the Society has granted to the Developer, irrevocable right and power to allot and authority to sell, dispose 268 Nos. of flats for and on behalf of the said society at such price or prices, as the developer may realise and to allot and introduce as members in the said Society intending flat purchasers for and in respect of 268 flats/units from and out of the said 524 flats on the terms and conditions contained in the said agreement.

(h). As more particularly stated in the aforesaid agreement dated 5th August 1988, as resolved by the said Society as per its resolution dated 3rd January, 1988 and pursuant to the letter of authority dated 3rd September, 1988 by the Society shown as Annexure 'A' the Developer has been fully and absolutely empowered and authorised to sell, allot and dispose of for and on behalf of the said Society total 268 flats built according to standard specifications contained in the second schedule hereto, from and out of the aforesaid 524 flats to such persons or person and at such price and on such terms and conditions as the Developer may deem fit and proper subject however to the terms and conditions as contained in the said agreement dated 5th August, 1988;

(i). Pursuant to the aforesaid, the said Society entrusted to the Developer the said land to enable the Developer to carry out and

Annexure 'A'

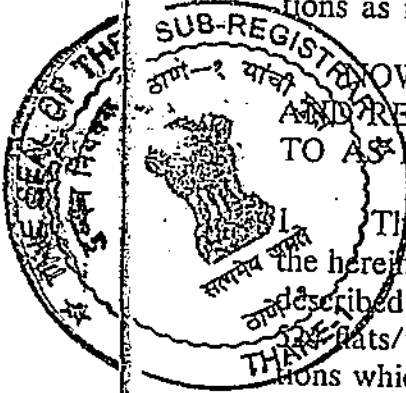
Second Schedule



complete the construction of the aforesaid flats whereafter the Developer as also, as stated in the said Agreement dated 5th August, 1988 and in contemplation and expectation that the said Society will admit the allottee as members of the society, communicated to the said society the name of the allottee as prospective member of the said society, with respect to the subject premises and the said Society has also agreed that the allottee of the subject premises will as and when the same become due will duly admit the allottee as a member of the said society upon the allottee fulfilling all and whatsoever obligations as contained in this agreement and also the obligations which will be required to be complied with for the purpose of enabling the said Society to admit the allottee as member of the said society;

(j) In the circumstances aforesaid, negotiations have been finalised by and between the parties hereto as a result of which the Developer has agreed to dispose of and allot to and in favour of the allottee and the allottee has agreed to take and acquire the premises consisting of a residential flat being flat No. 66... on the 6th floor of Building ... on what is known as Tenant Co-Partnership Basis at or for the price/consideration and on the terms and conditions as mentioned hereinafter.

NOW IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-



1. The Developer hereby agrees and undertakes to construct on the herebefore recited land of the said Society as more particularly described in the First Schedule hereunder written a total number of flats/units in accordance with the drawings, plans and specifications which have been duly approved by the Thane Municipal Corporation ("TMC" for short) as also all the concerned local and/or prescribed authorities (for brevity's sake referred to as 'the local authority') or in accordance with the amendments thereto or modifications thereto as may from time to time be required and/or permitted by the local authority.

2. The allottee hereby records and confirms that he has taken due inspection of the buildin plans, specifications pertaining to the proposed construction as also duly perused the said agreement dated 5th August 1988 as also the other documents referred to therein. The allottee has also seen the original of the title certificate dated 5-9-1988 issued by Messrs. Ghanekar & Co., Advocates and Solicitors for the said Society pertaining to the title of the said Society as regards the said land. The allottee has satisfied himself that he has been given due inspection as also all the copies of the various documents to which he is entitled for. The allottee will not be entitled in any manner to further investigate the said title and/or to administer any requisition and/or raise any objections pertaining to the Society's title to the said land.

17-10-1988

3. The Developer hereby allots to the allottee and the allottee hereby agrees to take and acquire certain permises, that is, a residential flat being the flat No. 66... on the 6th floor of Building No. ... of the said Society to be constructed by the

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Developer on the land of the said Society, the said flat/unit being hereafter referred to as "the said premises". The said premises are indicated by hatched lines on the typical floor plan being Annexure 'B' hereto. Annexure 'B'

4. The title of the said society to the said land described in the First Schedule hereunder written has been investigated by the Society's Advocates and Solicitors, M/s. Ghanekar & Co., and a copy of the said title certificate dated 5-9-1988 issued by the said Advocates and Solicitors is hereto annexed and marked Annexure 'C'. L 17-10-1988
Annexure 'C'

5. The allottee/s shall pay to the Developer Rs. 40,50,000/- (+) 2,000/- (Rupees Four lakhs Seven thousand only.....) as consideration for obtaining allotment in respect of the said premises. The said consideration amount of Rs. 40,70,000/-..... shall be payable by the allottee/s to the Developer by instalments as under, that is to say :-

- i) $\left\{ \begin{array}{l} 10,000.00 \\ \text{Rs. } 50,750.00 \end{array} \right.$ being the earnest money, ^{and part payment} on or before the execution hereof;
- ii) Rs. 40,500.00 being the 1st instalment on completion of plinth; Shift columns;
- iii) Rs. 41,175.00 being the 2nd instalment on completion of 1st slab;
- iv) Rs. 41,175.00 being the 3rd instalment on completion of 3rd slab;
- v) Rs. 41,175.00 being the 4th instalment on completion of 5th slab;
- vi) Rs. 41,175.00 being the 5th instalment on completion of 7th slab;
- vii) Rs. 41,175.00 being the 6th instalment on completion of 9th slab;
- viii) Rs. 41,175.00 being the last but one instalment on completion of brick work.
- ix) Rs. 56,700.00 being the last instalment on completion of 2,000.00 all works and handing over of possession.

Total: Rs. 40,70,000/-

6. It is expressly agreed that time for payment of instalment of the said consideration, set out in clause 5 above shall be of the essence of the contract and the Allottee/s shall, within a period of 7 days of the intimation by the Developer that the instalment mentioned in the written Notice given by the Developer to the Allottee/s in that behalf has fallen due, pay the same to the Developer. In the event of the Allottee/s committing default in payment of the due instalment within the said period of 7 days (time being of the essence) the Developer shall be entitled to terminate this Agreement and to forfeit all the amounts till then paid by the Allottee/s to the Developer and the Allottee/s shall thereupon have no right of any nature whatsoever against the Developer in respect of the said premises



and/or the amounts paid till then by the Allottee to the Developer under this Agreement and the Developer shall thereafter be entitled, but without prejudice to its other rights and remedies in the matter to allot or otherwise dispose of the said premises to any other party.

7. Without prejudice to the right of the Developer to terminate this Agreement on account of default on the part of the Allottee in payment of any of the instalments of the said consideration, as aforesaid, the Developer may at its absolute discretion, accept from the Allottee defaulted instalment/s together with the interest thereon at the rate of 21% per annum from the date of default till payment.

8. The Developer shall complete the construction of the said building and deliver to the Allottee the possession of the said premises within 2½ years from the date hereof subject, however, to the availability of cement, steel or other building materials or water for construction or any strike, civil commotion or war, floods, earthquakes or any other natural calamity or any act of God or any force majeure causes or any other circumstances which may be beyond the control of the Developer and in case of each of the above instances, on account of any delay caused in carrying out the construction of the said building, the time of completion hereinabove stipulated shall stand suitably extended in which case the Allottee will not be entitled to claim any damages and/or compensation whatsoever as a result the construction of the said Building and/or delivery of the said premises to the Allottee being delayed.

9. The Allottee shall within 7 days from the date of the receipt of the written intimation by the Developer that the said building is ready for occupation and that the necessary occupation certificate in that behalf is received from the concerned authority or authorities, pay up to the Developer all the arrears (if any) of the instalments of the said consideration (including the instalments payable against the delivery of possession of the said premises) as also the various deposits hereinafter mentioned within 7 days of such intimation to him/her/they and shall take the possession of the said premises. The Allottee shall as from the date of intimation received by him/her/they from the Developer that the said building is ready and fit for occupation, be liable for payment of all outgoing, including taxes, rates, cess and other charges in respect of the said premises at such other rates as may be determined from time to time by the Developer and/or the said Society.

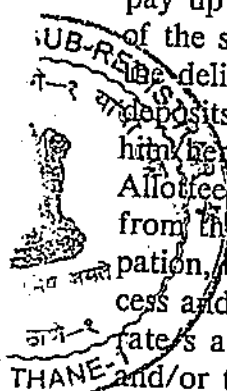
10. Within a period of 7 days of the intimation from the Developer that the said premises are ready for delivery the Allottee shall pay to the Developer Rs. 5,000/- in respect of the said premises which will be held by the Developer as deposit. In the event of the Allottee committing default in payment of the outgoing in respect of the said premises, the Developer shall be entitled to utilise the said deposit for meeting the said obligation of the Allottee. The said deposit and/or balance thereof as may remain in the hands of the Developer shall be paid over by the said Developer to the said Society without interest at the time of the said Society admitting the said Allottee as its member to be held by the said Society for the credit of the said Allottee.

'B'

1988

'C'

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11. The Allottee hereby agrees and binds to pay to the Developer, as and when demanded by the Developer or in any event before delivery of possession of the said premises by the Developer to the Allottee, a sum of Rs. 2,000/- (Two thousand only) towards Society's share money, entrance fee, membership fee & installation of electric meter, sub-station, water meter and for making deposits to the Thane Municipality for getting permanent water connection and to the Maharashtra State Electricity Board for getting electric connection, etc.

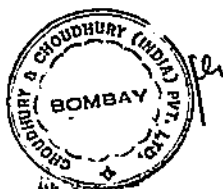
12. The allottee hereby agrees and binds to pay the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her proportionate contribution towards any charges levied by the said Society.

13. The Allottee hereby agrees and binds himself to pay to the Developer regularly in advance every month, his/her provisional monthly contribution towards the outgoings in respect of the said premises from the date as provided hereinabove in said clause till the Allottee is admitted as member of the said Society. The Allottee shall not withhold the said payment on the plea that deposit has been paid or for any reason whatsoever. In case of default, interest at the rate of 18% per annum will be payable by the Allottee to the Developer on all the amounts due by the Allottee under this Agreement, including the service charges, ground rent, and other outgoings from the due date of payments provided herein till the said amounts are paid.

14. Once the Developer has duly delivered to the Allottee a due possession of the said premises the Allottee/s shall be entitled to use and occupy the same without hindrance whatsoever and thereafter the Allottee/s shall have no claim whatsoever as to any item of work, either in the said premises or in the said building or any part of the said building or otherwise, against the Developer.

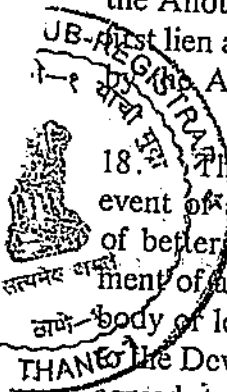
15. It is hereby further expressly agreed by and between the parties hereto that, in case the Allottee shall fail to pay his/her proportionate share of the said outgoing or any other amount as aforesaid, to the said Society within a period of 7 (seven) days of the demand made by the said Society or the Developer in that behalf then in that event this Agreement shall ipso facto stand terminated and the Developer or the said Society as the case may be, shall be entitled to forthwith take steps for the removal of the Allottee from the said premises, if the Allottee has taken possession thereof and to terminate or cancel the membership of the Allottee and thereupon the said premises shall vest absolutely with the Developer and the Developer shall be entitled to dispose of the said premises in such manner and on such terms as may be determined by it. The Allottee shall not be entitled to claim back from the Developer and/or the said society and amount/s paid by the Allottee to the Developer under this Agreement.

16. The Allottee hereby irrevocably and expressly agrees and gives consent that the Developer and the said Society shall have a right to make additions and alterations to or in the buildings to be con-



structed and/or to raise additional storeys on the said buildings or construct additional area in the said buildings or construct additional structures on the said property of the said Society at any time as may be permitted by the TMC and such additional structures or storeys or additional constructed area shall be the sole property of the said society who shall be entitled to deal with or dispose of the same in any way it chooses and the Allottee hereby consents to the same. The Allottee hereby agrees and binds himself that he will give all necessary facilities and full co-operation to the Developer/Society to enable the Society/Developer to make any additions and/or alterations to or in the buildings or construct additional area and/or to raise additional storeys or structures on the said land in accordance with the plans which may hereafter be sanctioned by TMC and the Allottee hereby further agrees and binds himself that even after the admission of the Allottee, the Allottee will continue to give to the said society as also to the Developer full facility and further the society will be entitled to give all and full facility, assistance and co-operation to enable the Developer to make the said additions, alterations and/or to raise the said additional storeys or construct additional area or construct structures as aforesaid, and to make the same fit for occupation in all respects and for the aforesaid purpose the Developer/Society shall be entitled to utilise and/or take connections from all water pipelines and storage tanks sewage and drainage pipe lines, electric cables and electric lines and other conveniences and amenities of the buildings now being constructed for providing all such facilities, conveniences and amenities to the said additions and alterations in the buildings to be constructed and/or additional storeys or structures which may be constructed.

17. The Developer shall in respect of any amount/s payable by the Allottee under the terms and conditions of this Agreement, have first lien and charge on the said premises hereby agreed to be acquired by the Allottee.



18. The Allottee hereby agrees and binds himself that, in the event of any amount/s becoming payable by the Developer by way of betterment charges or development tax or any other tax or payment of a nature to the TMC and/or State Government or any local body or local authority, the same shall be reimbursed by the Allottee to the Developer in proportion to the area of the said premises hereby agreed to be acquired by the Allottee and in determining such amounts, the decision of the Developer shall be conclusive and binding upon the Allottee.

19. The Allottee shall maintain at his own costs, the said premises in the same good condition, state and order in which it is delivered to him and shall abide by all conditions, bye-laws, rules and regulations of the said Society, the Government, TMC, the M.S.E.B. as also any other authority or authorities and/or local authority or body or bodies and shall attend, answer and be responsible for all actions for violations of any of the said conditions, bye-laws, rules and regulations.

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20. The Allottee hereby agrees and binds himself 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 of the essence of the contract. Further, the Developer is not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse or a waiver for non-payment of any amount or amounts on the respective due dates.

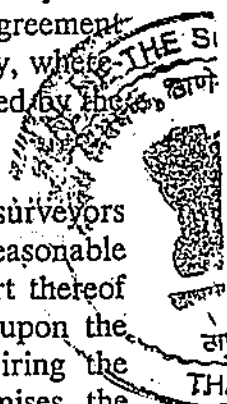
21. The Allottee hereby agrees and binds himself to fulfil and comply with the conditions of the membership and become a member of the said Society and abide by the rules, regulations and bye-laws and the resolutions of the said Society. The Allottee shall be bound from time to time to sign all papers and documents and do all other things as the Developer may require him to do from time to time for safeguarding the interest of the Developer/Society and of the other Allottee/s of the other premises in the said buildings. Failure to comply with the provisions of this clause will render this Agreement ipsofacto null and void and the earnest money and other monies paid by the Allottee by instalments hereunder shall stand forfeited to the Developer.

22. The Allottee hereby covenants to keep the premises walls, sewers, drainage, pipes and appurtenances thereto belonging in good tenable condition and in particular so as to support shelter and protect the parts of the building other than his own.

23. The Allottee shall not without obtaining previous written consent of the Developer, be entitled in any manner to deal with, dispose of and/or in any manner assign or transfer the benefit of the agreement hereunder to and/or in favour of any person or persons whatsoever as also upon possession of the said premises being delivered to him in any manner let, sublet, underlet, sell, dispose of, transfer the said premises or any part thereof or charge or encumber the same or create any third party rights in respect thereof and further that the Allottee will not be entitled to for any such consent unless and until the Allottee has fully and finally discharged and fulfilled all the obligations contained in this agreement and has been duly admitted as a member of the said Society, whereafter the rights and obligation of the Allottee will be governed by the bye-laws and the resolutions of the said Society.

24. The Allottee shall permit the Developer/Society its surveyors or agents, with or without workmen and others at all reasonable times, to enter into and upon the said premises or any part thereof to view and examine the state of conditions thereof and upon the receipt of a notice in writing from the Developer requiring the Allottee to carry out any repair or work in the said premises, the Allottee shall carry out such repair or repairs or work or works in the said premises within one month of the date of such notice by the Developer.

25. The Allottee shall permit the Developer or its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the said building and for the pur-



pose of making, repairing, maintaining, rebuilding, cleaning, lighting, and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, partly structures and other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, 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 said premises or to the said building in respect whereof the Allottee or the Occupier/s of any other premises, as the case may be, shall have made default in paying his share of maintenance charges and taxes.

26. The Allottee shall not use the said premises or permit the same to be used for any purpose other than for residence or as permitted by the said Society and further shall not use the said premises for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or to the owners or occupiers of the neighbouring properties or for any illegal or immoral purposes.

27. The Allottee will not at any time damage, replace or demolish or cause to do so on the said premises or any part thereof hereby agreed to be acquired by him nor will at any time, make or cause to be made any additions or alterations of whatever nature to the said premises or any part thereof. The Allottee shall not be permitted the closing of verandah or lounges or balconies or make any alterations in the plan and elevation than approved conditions and outside colour scheme of the said premises.

28. After the possession of the said premises is handed over to the Allottee if any additions or alterations in or about or relating to the said buildings are required to be carried out by the said Society the Government and/or TMC or any statutory or local authority the work shall be carried out by the Allottee in co-operation with the Allottees of the other premises in the said building at their own costs and the Developer shall not in any manner, be liable or responsible for the same.

The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises in or inside or outside of the building or any part thereof or cause any increased premium to be payable in respect thereof.

30. The Allottee hereby give/s his express consent to the Developer/Society to raise any loan against the security of the said premises provided the rights and privileges of the Allottee are not adversely affected.

31. The Developer and/or the said Society shall, after the said Rehabilitation Scheme is fully developed and full construction work thereon is completed in all respects and the occupation certificate in respect thereof is granted by the local authority and other concerned authorities then only, but not otherwise, get the Allottee admitted as a member/s of the said society, provided the Allottee/s has/have paid all the amounts due under this Agreement.

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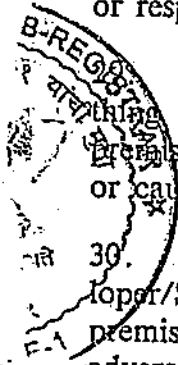
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32. The Developers shall have absolute authority and control as regards the disposal of the unallotted premises or the premises of which the agreements are cancelled at any stage for some reason or other and all the Allottee/s of such premises in the said building shall be admitted as members of the said Society with the same rights and the same benefits and subject to the same obligations as the Allottee and the other member of the said society may be entitled to and without any reservation or condition whatsoever and the Allottee hereby gives his consent to admit such Allottee/s as member/s of the said Society without raising any objection whatsoever.

33. Any delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance on his part or giving of time by them to the Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor the same, in any manner, prejudice the rights of the Developer.

34. All letters, notices, etc. issued by the Developer and despatched under certificate of posting or Registered post to the last address known to them of the Allottee/s will be sufficient proof of receipt of the same by the Allottee/s and shall completely and effectually discharge the Developer in respect of the matter/s thereof. For this purpose, the Allottee/s has/have furnished the following address :

Building No. 142/3913, 'Shreeya-Safalya' co-op. Socy. Society Ltd., Vallabh Rang Lane, Pant Nagar, Kharakpur (E), Bombay - 400075.

35. If the Allottee neglects, omits or fails for any reason whatsoever to pay to the Developer any of the amounts due and payable by the Allottee under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified or if the Allottee in any other way fails to perform or observe the covenants and stipulations on his part herein contained or reserved, then the Developer shall be entitled to re-enter upon and resume possession of the said premises and everything whatever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Allottee to the Developer shall stand absolutely forfeited to the Developer and the Allottee shall have no claim for refund or repayment of the said earnest money and/or the said other amounts already paid by the Allottee or any part thereof and the Allottee hereby agrees that in the event of all his right, title or interest in the said premises and all amounts already paid shall be forfeited and the Allottee/s shall also be liable to immediate ejection from the said premises as trespasser and the Developer shall be entitled to deal with and dispose of the said premises in any manner they may deem fit. The right given by this clause to the Developer shall be however without prejudice and other rights, remedies and claims whatsoever at law under this Agreement of the Developer against the Allottee/s.



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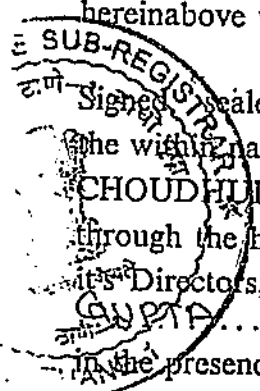
36. The whole of the costs, charges and expenses of preparing, approving, engrossing, stamping and registering this agreement and the proportionate costs, charges and expenses towards any other document or documents required to be executed by the developer and/or the Allottee as well as the entire professional costs of the advocates and solicitors of the Developer in preparing and approving all and whatsoever such documents, shall be borne and paid by the said Allottee.

37. The Allottee shall be treated on the same basis as the existing members of the said Society and shall have the same rights and be subject to the same liabilities in all respects, including dues and maintenance except for the Municipal taxes, water charges and other Government levies which shall be payable by every allottee on the basis of actual area of his/her/their respective premises in the said building.

38. Allottee hereby covenants with the Developer to pay the amounts liable to be paid by the Allottee under this agreement and to observe and perform the covenants and conditions contained in the Agreement and to keep the Developer indemnified against the said payments and observance and conditions except so far as the same ought to be observed and performed by the Developer.

39. The Allottee shall at his own costs after execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurance and shall within 7 days after such lodging, intimate the Developer the serial number under which the same is lodged, to enable the Developer to admit execution thereof before the Sub-Registrar of Assurances at Bombay or at Thane.

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



Signed, sealed and delivered by the within named CHOUHDURY & CHOUHDURY (INDIA) PVT. LTD. through the hand of one of its Directors, Mr. NARENDRA J. GUPTA in the presence of SHRI G. T. GAIKWAD

Narendra J. Gupta
[Signature]

Signed, sealed and delivered by the within named allottee Shri/ Smt/Kum. NAVIN DODANNA BHANDARKY in the presence of SHRI M. S. PATIL

N. D. Bhandarky
[Signature]



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THE FIRST SCHEDULE ABOVE REFERRED TO:

LAND BEING THE SUBJECT MATTER OF THE AGREEMENT DATED 5TH AUGUST 1988 EXECUTED BETWEEN SHREE RANG CO-OPERATIVE HOUSING SOCIETY LTD. AS SOCIETY OF ONE PART AND THE DEVELOPER HEREIN, BEING THE CONTRACTORS THEREIN, OF OTHER PART.

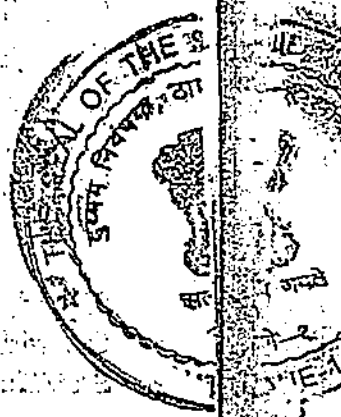
ALL those pieces and parcels of land or ground situate lying and being at Thane bearing C.T.S. No. 141-A-1, 142 and 4-B, at Village Panchpakhadi, bearing Survey Nos. 23/1 to 13; 24/1 to 14; and 25/1 to 10, and at Village Majiwade and bearing Survey Nos. 70/6 & 70/8; 71/1 to 10; 72/1 to 4; 76/1 to 6; and 77/1 to 3 and bounded as under :

On or towards North by Survey No. 78 partly and partly by Nala;

On or towards West by Nala;

On or towards South by Ambe Ghosale tank and Rabodi Village; and

On or towards East by lands belonging to M/s. R. M. Enterprises.

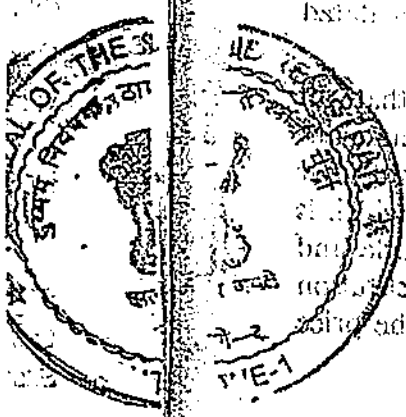


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THE SECOND SCHEDULE ABOVE REFERRED TO:
STANDARD SPECIFICATIONS

- 1. FLOORING : (a) Living room, Bed room, Passages- white cement based mosaic tiles 10" x 10".
(b) Kitchen : spartek tiles (12" x 12").
- 2. KITCHEN PLATFORM : } 2 feet wide Granite top with glazed tiles dado and sink 2' x 2'.
- 3. DOORS : (a) Entrance, Bed-room, kitchen shall be 35 mm thick flush doors.
(b) W.C., bath and balcony will be fibre glass doors.
- 4. WINDOWS : (a) Aluminium anodised sliding type windows in bed-room, living room & kitchen with 4 mm thick glass.
(b) Aluminium louvered type windows with 4 mm thick glass in W.C. & bath.
- 5. ELECTRICAL : Concealed wiring in copper conductor in flats.
- 6. W.C. & BATH : (1). Concealed plumbing of G.I. pipes;
(2). Ordinary Indian type W.C. pan;
(3). Geyser, shower and Jali;
(4). Full height, coloured glazed tiles in W.C. & Bath;
(5). Marble flooring in bath;
(6). Glazed tile flooring in W.C.;
(7). One white wash hand basin 22" x 16".

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Yours faithfully,
For Secretary
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