



भिवंडी निजामपूर शहर महानगरपालिका

मालमत्ता कराची पावती

समता क्रमांक : ४६०/ए विंग ३०२

मालकाचे नाव : दिनेशकुमार एल. जैन



प्रभाग क्र. २
काप कणेशी (प्रभाग...
अंभाग १२

(नमुना नं. ४१ नियम ७८)
लेखावर्ष २०१३ - २०१४

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एकूण जमा :- रु. दोन हजार चारशे एकूणसत्तर फक्त

शेरा :

Regn. No. **Ashok Nagar Bldg. No. 23 Co-Op. Housing. Soc. Ltd.**

TNA/BWI/HSG(TC)/19875/2008-2009 DATE: 15/07/2008

DATE:- 16/05/2014

Prabhu Kunj, Ashok Nagar, Kalyan Road, Bhiwandi - 421 302 (Dist. Thane)

The Manager
VIJAYA BANK,
Opp. Dandekar Wadi, Kalyan Road,
Bhiwandi, Dist. Thane -421302.

Dear Sir,

Re :- Creation of Charge against Flat No. 302 on the 3rd Floor of Building situated at ASHOK NAGAR BLDG. NO. 23 at KALYAN ROAD, BHIWANDI owned by MR. DINESH LUBCHAND JAIN.

This is to confirm that MR. DINESH LUBCHAND JAIN has owned Flat No. 302 admeasuring Sq.Ft. on the 3rd Floor of ASHOK NAGAR BLDG. NO. 23 in the building at KALYAN ROAD BHIWANDI for a total consideration of Rs. /- under an agreement dated .

We further confirm that we have obtained necessary permission / approvals / sanctions for construction of said building from all the concerned competent authorities and the construction of the building as well as the said unit is in accordance with the approved plans.

We state that the said Flat No. 302 is not subjected to any encumbrances, charge or liability of any kind whatsoever and that the entire property is free and marketable. We have clear legal and marketable title to the said property and every part thereof. Further the land and the building will be conveyed to the society legally in due course. We further declare that we have not mortgaged the building or part thereof to any bank/financial institutions.

We declare that we have no objection to the said MR. DINESH LUBCHAND JAIN creating charge in your favour and we undertake not to allow any transfer, sale, subject and / or otherwise dispose off the premises in any manner without the written consent from your Vijaya Bank, Bhiwandi Branch.

Thanking you,

Dineshkumar J. Jain

Your faithfully,
ASHOK NAGAR BLDG. NO. 23
CO-OP. HOUSING SOCIETY LTD.

Ashok Nagar Bldg. No.23 A&B
Prabhukunj Society, Bhiwandi

Dineshkumar J. Jain
Chairman

B. Puradit
Ashok Nagar Bldg. No.23 A&B
Prabhukuni Society Bhiwandi

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OFFICE OF THE
SUB-REGISTRAR
BHIWANDI, DIST:- THANE
MA/CCRA/04/YEAR - 2000

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INDIA STAMP DUTY MAHARASHTRA

कलन नं. 30 दिनांक 8/8/2000

श्री. कु. दीनेश कुमार तिनेश कुशी भात्र

श्री. कु. दीनेश कुमार तिनेश कुशी भात्र

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai the 7th day of June 2000 BETWEEN Messrs. ASHOK PROPERTIES (BHIWANDI PROJECT) a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at 403/4, Gundecha Chambers, 4th Floor, Nagindas Master Road, Fort, Mumbai 400 023 hereinafter called "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof mean and include the partner/s for the time being of the said Firm and the heirs, executors, administrators, legal representatives, successors of the survivor/s of them and his/her/their assigns) of ONE PART AND Shri/Smt. DINESH KUMAR L. JAIN

residing at/having/his/her/their/office at Flat No 002, Bldg. No 9-B, Ashok Nagar, Bhiwandi Kalyan Road, Bhiwandi - 421302 Dist Thane.

hereinafter called "the PURCHASERS/(which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the OTHER PART;

Dinesh Kumar - 7 July

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W H E R E A S

- (a) One M/s G.G.DANDEKAR MACHINE WORKS LIMITED a company registered under the provisions of Companies Act, 1956, having its Registered Office at Dandekarwadi Bhiwandi 421 301, District Thane (herein after called 'the Owners') are the Owners of all those pieces or parcels of land or ground hereditaments and premises situated lying and being at Village Kaneri Taluka Bhiwandi District Thane the Owners having purchased the same by and under the Deed of conveyance dated the 2nd day of April One Thousand Nine Hundred Forty Three made by one Gopal Ganesh Dandekar (therein called 'the Vendor') of the One Part and the said Owners (therein called 'the Purchaser') of the Other Part and Registered with the Sub-Registrar of Assurances at Bandra, Bombay under Serial No.524 volume 434 page 139 on the 2nd day April One Thousand Nine Hundred Forty Three whereby the said Gopal Ganesh Dandekar sold transferred and conveyed the said Property admeasuring about 2,78,421 sq. yards more particularly described in the First Schedule hereunder written unto and to the use and benefit of the Owners absolutely.
- (b) By a Development Agreement dated the 12th Day of December 1987 and made and entered into between the Owners of the One Part and the Developers herein (therein also called Developers) of the Other Part the Owners thereby granted to the Developers the right and authority to enter into the portion of the said property admeasuring about 75,778 square metres more particularly described in the Second Schedule hereunder written (hereinafter called the said Property) out of the said larger property described in the First Schedule hereunder written and to to develop the same by constructing and completing building or buildings thereon for the consideration and upon and subject to the terms and conditions contained in the said Development Agreement.
- (c) By and under the said Development Agreement the Developers have been authorised interalia to sell and transfer and allot the flats, shops, tenements, offices, units, galas, garages, parking spaces and other premises in the buildings to be constructed by them on the said Property described in the Second Schedule hereunder written on "Ownership basis" or otherwise and for the purpose aforesaid the Developers have been authorised to enter into and execute with the prospective buyers necessary agreements or documents in that behalf.
- (d) By and under the said hereinbefore recited Development Agreement the Owners have agreed that they would execute in favour of the Developers

and/or their nominee or nominees including a Co-operative Housing Society or Limited Company to be formed by the prospective buyers of such flats, shops, tenements, offices, units, garages, parking spaces and other premises in the said buildings one or more Deed or Deeds of Conveyances in respect of the said property described in the Second Schedule hereunder written and/or portions thereof after payment of the consideration amount in the manner mentioned in the said Development Agreement.

- (e) Pursuant to the said hereinbefore recited Development Agreement the Developers have entered upon the said property described in the Second Schedule hereunder written for the purpose of carrying out the terms and conditions of the said Development Agreement including development of the said property described in the Second Schedule hereunder written.
- (f) The Collector of Thane/Bhiwandi Nizampur Municipal Council and other concerned authorities have granted sanction and approval of the plans for construction of multi-storeyed buildings, on the said land described in the Second Schedule hereunder written and in pursuance thereof the Developers have started construction of buildings on the said property in accordance with the sanctioned building plans.
- (g) The Developers have entered into an agreement with their Architects duly registered with the Council of Architects in the manner prescribed by the said Council of Architects.
- (h) The Developers have appointed a Structural Engineer for preparation of structural designs and drawings of the buildings to be constructed on the said property.
- (i) The Developers have accepted the professional supervision of the qualified Architects and Structural Engineer on the buildings to be constructed on the said Property till completion thereof.
- (j) By virtue of the said Agreement dated the 12th day of December, 1987 the Developers alone have the sole and exclusive rights to sell the Flats/Shops/Tenements/Offices/Units/Galas/Garages/Parkings spaces/Hoarding spaces in the Buildings to be constructed on the said property and to enter into agreement/s with the purchasers of such premises and to receive the sale price in respect thereof.

- (k) Ms. Ambubhai and Diwanji, Advocates Solicitors for the Developers have issued their Certificate of title certifying that the title of the Owners to the said property described in the Second Schedule hereunder written is clear marketable and free from encumbrances.
- (l) The copy of the Certificate of Title issued by the said Advocate Ms. Ambubhai Diwanji, copies of Extract of Village Forms VII/XII of the said property showing the nature of the title to the said property are annexed hereto and respectively marked Annexures A, B, C, D, E, F, G, H, I, and J hereto and the copies of the plan and specifications of the premises agreed to be purchased by the Purchaser/s duly, approved by the concerned local authorities are annexed hereto and marked Annexure K hereto.
- (m) The Purchaser/s has/have applied to the Developers for allotment of Flat/Shop/Office/Unit No. 302 on the 3rd floor in the "A" wing of Building No. 23 IN "ASHOK NAGAR" Being constructed by the Developers on the said Property and Stilt parking/open parking space/No. - in the said wing of Building No. 23 of "ASHOK NAGAR" and accordingly the Developers have agreed to allot and transfer to the Purchaser/s the aforesaid premises on "Ownership basis" for the consideration and price and subject to the terms and conditions hereinafter contained.
- (n) The building complex being constructed on the said property described in the Second Schedule hereunder written shall always be known as "ASHOK NAGAR" and the aforesaid name shall not be changed by the buyers of the premises in the said building and/or any Co-operative Society or Societies or Limited Company or companies to be formed by them.
- (o) The purchaser/s has/have demanded from the Developers and the Developers have given to the Purcher/s inspection of all the hereinbefore recited documents of title relating of the said Property, the said Agreements, the said approvals/permissions, plans, specifications, and designs of the said building and Licencess authorities and all other documents as required to be shown to the Purchaser/s under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter called the said Act) and the Rules made thereunder as amended upto date.
- (p) The Purchaser/s has/have, seen and inspected the said property, made himself/hemselves fully acquainted with the state thereof and agreed to

acquire the said premises from the Developers on what is popularly known as "Ownership Basis" at the Price and on the terms and conditions and covenants mutually agreed upon by the parties hereto and hereinafter contained.

- (q) The Purchaser/s has/have made a declaration as required under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Urban Land (Ceiling and Regulations) Act, 1976 that neither the Purchaser/s nor the members of the family of the purchaser/s as defined under the Urban Land (Ceiling and Regulations) Act, 1976 owns a tenement house or a building within the limits of Bhiwandi. Under the Provisions of Section 4 of the said Act, the Developers are required to execute a written agreement for sale of the said Premises to the Purchaser/s being in fact these presents and to register the same under the Registration Act, 1908 and relying on the aforesaid application and declaration the Developers have executed these presents.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as under:-

1. The Developers have commenced construction and development of the said property and shall construct building/buildings consisting of ground and Seven Upper floors on the said Property described in the Second Schedule hereunder written to be known as Building No. 23..... in Building Complex to be known as "ASHOK NAGAR" in accordance with the approved plans designs and specifications with or without changes/amendments/modifications thereto and which plans have been kept at the building site and in the office of the Developers for the inspection which the Purchaser/s has/have also seen and approved (hereinafter referred to as the said building). The Developers shall be entitled to make such changes, additions, alterations, variations and modifications therein including in the said layouts as may be desired by the Developers and/or required by the Municipal Council and/or any other authority concerned and the Purchaser/s hereby irrevocably and expressly consent/s to the same provided however that the Developers will obtain prior consent in writing of the Purchaser/s in respect of only such variation or modifications as affecting the area of the premises agreed to be purchased by the Purchaser/s.

2. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Developers to the said property and he/she/they shall not be entitled to further investigate the title and the rights, powers and authorities of the Owners and/or of the Developers and no

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requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith. A Copy of the Certificate of title issued by M/s. Ambubhai & Diwanji, Advocates & Solicitors is hereto annexed, and marked Annexure 'A'

3. The Developers agree to sell to the purchaser/s and the purchaser/s hereby agree to Purchase from the Developers Flat/Shop/Office/Unit No. 302 on 3rd Floor in the "A" wing of Bldg. No. 23 in "ASHOK NAGAR" (hereinafter referred as the said premises) admeasuring about 777 Sq. Feet ^{Carpet} Area and the measurement of the common areas and facilities issq. Feet and Garage/Stilt Parking/Parking Space/No.....in the said Blding No. 23 on what is popularly known as "Ownership Basis" at or for the price of Rs. 5,13,000/- (Rupees Five Lacs Thirteen thousand only) including Rs./- being the proportionate price of the common areas and facilities appurtenant to the said premises together with the fittings, fixtures and amenities set out in Annexure 'L' hereto and the typical floor plans of the said premises is Annexure 'K' hereto.

4. The PURCHASER/S agree/s to pay to the DEVELOPERS the aforesaid Purchase Price of Rs. 5,13,000/- in any one of the manner specified in option (A) or option (B) or option (C) mentioned hereinbelow at his/her/their option and such option to be exercised by the Purchaser/s within 4 days from the date of Execution of these presents and such option shall not thereafter be changed or altered by the Purchaser/s under any circumstances:-

OPTION 'A'

- (a) Rs. On or before execution of these presents as Earnest Money (the payment and receipt where of the Developers do hereby admit and acknowledge
- (b) Rs. On or before the completion of plinth.
- (c) Rs. On or before the casting of First Slab.
- (d) Rs. On or before the casting of Second Slab.
- (e) Rs. On or before the casting of Third Slab.

- (f) Rs..... On or before the casting of Fourth Slab.
- (g) Rs..... On or before the casting of Fifth Slab.
- (h) Rs..... On or before the casting of Sixth Slab.
- (i) Rs..... On or before the of Seventh Slab.
- (j) Rs..... On or before the casting of Eighth Slab.
- (k) Rs..... On the possession of the said premises being offered by the Developer to the Purchaser/s as Licensee pending the execution of Deed of Conveyance or Deed of Transfer in favour of the Society or Limited Company or Association to be formed of Purchaser/s of all the premises in the said Building as hereinafter provided.

OPTION - 'B'

- (a) Rs..... On or before the execution of these presents as Earnest Money (the payment and receipt whereof the Developers do hereby admit and acknowledge.)
- (b) Rs..... On or before the completion of the plinth.
- (c) Rs..... On or before the casting of First Slab.
- (d) Rs..... On or before the casting of Second Slab.
- (e) Rs..... On or before the casting of Third Slab.
- (f) Rs..... On or before the casting of Fourth Slab.
- (g) Rs..... On or before the casting of Fifth Slab.
- (h) Rs..... On or before the cating of Sixth Slab.

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- (i) Rs..... On or before the casting Seventh Slab,
- (j) Rs..... On or before the casting of Eighth Slab,
- (k) Rs..... On or before the completion of brick work,
- (l) Rs..... On or before fixing of windows and door frames,
- (m) Rs..... On or before completion of plastering (external as well as internal).
- (n) Rs..... On or before completion of flooring.
- (o) Rs..... On or before completion of Plumbing and Sanitary fittings.
- (p) Rs..... On possession of the said premises being offered by the Developers to the Purchaser/s as Licensee pending execution of Deed of Conveyance and/ or Deed of Transfer in favour of Society or Limited Company or Association to be formed of Purchaser/s of all the premises in the said Building as hereinafter provided.

OPTION 'C'

- (a) Rs. 35000/- On or before earnest money day of.....
- (b) Rs. 163000/- On or before 10th day of June 2007
- (c) Rs..... On or before.....day of.....
- (d) Rs..... On or before.....day of.....
- (e) Rs..... On or before.....day of.....
- (f) Rs..... On or before.....day of.....
- (g) Rs..... On or before.....day of.....

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Z(h)Rs..... On or before.....day of.....

(i) Rs..... On possession of the said premises being offered by the Developers of the Purchaser/s as Licensee pending execution of Deed of Conveyance and/or Deed of Transfer in favour of the Society or Limited Company or Association to be formed of Purchasers of all the premises in the said Building as hereinafter provided.

5. Upon execution of such Conveyance and/or Deed of Transfer such personal licence to enter upon and enjoy the said premises in favour of the Purchaser/s shall automatically become absolute possession of the said premises by the Purchaser/s.

6. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time of payment is of the essence of the contract. The Developers will forward to the Purchaser/s intimation of the Developers having carried out the aforesaid work at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of instalments within 7 (seven) days of Developers despatching such intimation Under Certificate of Posting at the address of the Purchaser/s as given in these presents and such intimation shall be valid binding upon the Purchasers/ and the Purchaser/s agree not to dispute the same.

7. It is hereby expressly agreed between the parties hereto that the aforesaid purchase price is based on and/or calculated with reference to the present ruling market price of the building materials and the amenities as also upon rates of wages and other emoluments and expenses incurrable by the Developers and that if there is more than 15% increase in the market price of the said materials and/or due to overall inflation or due to any other reason whatsoever, the Developers shall be unilaterally entitled to raise and/or escalate the aforesaid purchase price keeping in view the increase as the Developers may in their absolute discretion deem fit and the Purchasers hereby irrevocably consent to such escalation by the Developers and it is further agreed that in such event this Agreement shall be read and construed as if the said increased and/or escalated price was originally herein mentioned and the same shall be paid by the Purchaser/s to the Developers in equal instalments with the remaining instalments then due or in any event before the possession as the Developers may demand and/or direct.

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8. It is expressly agreed that the purchaser/s shall be entitled to the common areas and facilities along with the said premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Third Schedule hereunder written (the aforesaid provision is applicable in case of Flats/Shops/Offices/Units/only).

9. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Fourth Schedule hereunder written. (The aforesaid provision is not applicable in case of Car Parking Space/Area Covered under Stilt/Garages and other similar areas).

10. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Purchaser/s obtain from the concerned local authority occupation and/or completion certificate in respect of the said premises.

11. The Developers hereby declare that the Floor Space Index available in respect of the said land is in accordance with applicable provisions of law and that no part of the said Floor Space Index has been utilised by the Developers elsewhere for any purpose whatsoever.

12. The Developers hereby agree that they shall before handing over possession of the premises to the Purchaser/s in any event before execution of the Conveyance of the said Property in favour of a Co-operative Society or body to be formed by the purchaser/s of premises in the building to be constructed on the said Property shall make full and true disclosure of the nature of the title of the said land as well as encumbrances if any including any right, title, interest or claim of any party in the said land and shall as far as practicable ensure that the said Property is free from all encumbrances and that the Developers have absolute, clear and marketable title to the said Property so as to enable them to convey to the said Society or Limited Company as the case may be such absolute, clear and marketable title of the said Property on the execution of a Conveyance by the Developers in favour of the said Society or Limited Company as the case may be.

13. It is expressly agreed between the Developers and the Purchaser/s that the said premises shall be utilised for Residential/Commercial Purposes as the case

may be and Garages/Car Parking Space/Area covered under the stilt shall be used only for parking vehicle belonging to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree not to change user of the said premises without prior consent in writing of the Developers which the Developers will be entitled to refuse if they desire and any unauthorised change of the user of the said premises by the Purchaser/s shall render this Agreement void/voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.

14. The Parties hereto specifically declare and confirm that:-

- (a) The Purchaser/s had/have inspected the Property and had/have ascertained for himself/herself/themselves that the said premises are not yet ready for use and occupation ;
- (b) Occupation Certificate/Building Completion Certificate in respect of the said building under construction has not yet been issued by the Municipal Council of Bhiwandi, Nizampur as required by law and consequently under the provisions of Section 3(2)(i) of the Maharashtra Ownership Flats Acts, 1963, the Developers are not entitled to allow the Purchaser/s to enter into possession of the said premises and the Purchaser/s is/are prohibited from taking possession of the said premises till such certificate is given by the Municipal Council of Bhiwandi, Nizampur.
- (c) That the possession of the said premises is not transferred to the Purchaser/s before the execution or after the execution of this Agreement without executing the Conveyance in respect thereof;
- (d) Possession of the said premises will be handed over after or on execution of the Conveyance to be executed in pursuance hereof. In the event however the Purchaser/s insists on receiving possession prior thereto and if the Developers are in a position to and agree to give the same, and any stamp duty and/or any record thereof or otherwise, the same shall be borne and paid by the Purchaser/s alone.
- (e) This Agreement is not an agreement to sell an immoveable Property or Conveyance within the meaning of the terms under the Bombay Stamp Act, 1958 and no interest in the immoveable property is intended to be transferred to or vested inter vivos in the Purchaser/s.

15. The Purchaser/s shall have no claim save and except in respect of the particular premises common areas and facilities and limited common areas and facilities

hereby agreed to be acquired and all open spaces/unallotted parking Spaces/Flats/ Rooms/Shops/Garage/Lobbies/Staircases/Lifts/Terraces etc. will remain the Property of the Developers Until the whole property and/or any part thereof is transferred to the Society as hereinafter mentioned but subject to the rights of the Developers under this Agreement.

16. The Purchaser/s hereby agree that :-

- (a) The Developers shall be entitled to construct terrace, garden houses, along with one or more terraces and garden houses with or without open spaces attached thereto and shall be entitled to sell on Ownership basis and/or otherwise dispose off the same and/or exclusive use of any areas. The Purchaser/s and/or the Purchaser/s of the other premises in the said building shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to the use of such terrace or open space sold and/or garden house unless the Purchaser/s of such terrace houses or garden houses shall be exclusively entitled to the use of the terraces or open spaces sold and/or allotted to him/her/them.
- (b) The Developers shall be entitled to transfer, assign, dispose off and/or sell in any manner they deem fit, or proper the said terrace etc. to anybody on such price, terms and conditions as the Developers deem fit. The Purchaser/s along with the other Purchaser/s will not raise any objection of whatsoever nature or kind.
- (c) The Developers shall be entitled to sell or otherwise dispose off the right to the terrace or terraces of the Building for the purpose of construction of advertisements/hoardings or any other user permissible by law, so long as the means of access is available to the Society for approaching the water tanks and the lift rooms.
- (d) The Developers shall be entitled to put up a hoarding or hoardings on the said Property or on the Building or Buildings on the said property or any parts of the building or buildings on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Developers are fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said buildings or on the said property as the case may be and the Purchaser/s agree/s not to object to or dispute the same;
- (e) He/She/they along with other Purchaser/s of Flats/Shops/Tenements/Offices/ Units/Garas/Garages shall not charge anything from the Developers, or its nominee or transferee any amount by way of monthly maintenance charges

or any other charges or outgoings for use of such terraces, compound walls, display or advertisements or hoarding etc. for the purpose mentioned hereinabove.

- (f) The stilt portions shall belong to the Developers who alone shall have the right to deal with or dispose of the same.
- (g) Until such time as the possession of the said Property and the said building is delivered to the society as aforesaid the Purchaser/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Developers and generally to do all and every reasonable act that the Developers may call upon the Purchaser/s to do.

17. Purchaser/s confirms/s that the Instalments payable by the Purchaser/s under these presents shall be paid on the due date without any delay or default as time in respect of payment of instalments and in respect of all amounts payable under these presents by the Purchaser/s to the Developers is of the essence of the contract. If the Purchaser/s make/s delay or default in making payment of any of the instalments or amounts on stipulated days the Developers shall be entitled to charge and recover interest at the rate of 18% per annum or such interest as may be permitted by law on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Developers without prejudice to the other rights and remedies of the Developers in law and under these presents. Provided however that this provision for payment of interest do not entitle and shall not be deemed to confer any right to the Purchaser/s to delay the payment of the amounts payable to the Developers under these presents. It is further agreed that on the Purchaser/s committing default in payment of any of the instalments or any other amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings), the Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS That the power to terminate herein contained shall be exercised by the Developers after giving the Purchaser/s 15 (Fifteen) days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Developers intend to terminate the Agreement and if the Purchaser/s continue/s the default in remedying such breach or breaches within the stipulated period of 15 (Fifteen) days from the date of such notice from the Developers. It is further agreed that upon termination of this Agreement as stated herein, the Developers shall refund to the Purchaser/s the instalments of the sale price which the Purchaser/s may have till then paid to the Developers but the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the

Developers, the Developers shall be at liberty to dispose off and sell the said premises to such person or persons at such price and on such conditions as the Developers may desire and think fit in their absolute discretion and the Purchaser/s shall have no right in that behalf. It is agreed that the dispute whether the stipulations specified in Section-8 of the Maharashtra Ownership flats Act 1963 have been satisfied or not will be referred to the Competent Authority who will act as an Authority.

18. It is expressly agreed that the Possession of the said premises will be handed over by the Developers to the Purchaser/s by June 2000..... Provided the Developers have received the full purchase price of the said premises and other amounts payable by the Purchaser/s to the Developers under these presents and the Purchase price of the other premises in the said Building payable by the Purchaser/s of the other premises under the respective agreements between them and the Developers and Provided further that the Developers shall not be responsible for delays on account of non-availability of steel, cement and other building material, water or electric supply and any act of God, Civil Commotion, riot, war or on account of any notice, order, rule, Notification of the Government an/or any other Public body and/or Competent Authority and/or there is any delay in issue of Occupation Certificate and/or Building completion certificate by the Municipal Council of Bhiwandi Nizampur and/or Planning Authority and/or for circumstances or reasons beyond the control of the Developers. If the Developers for the aforesaid reasons beyond the control of the Developers are unable to give possession of the said premises by the date stipulated hereinabove then the Developers agree that they shall be liable on demand by the Purchaser/s to refund to the Purchaser/s the amount already received by them in respect of the said premises with simple interest at the rate of 9% per annum from the date the Developers received the sum till the dates the amounts and interest thereon is repaid by the Developers to the Purchaser/s AND the entire amount and interest as stated above shall, subject to prior encumbrances, if any, be a charge on the said property as well as the premises in question. It is agreed that upon refund of the said amount together with interest as stated hereinabove the Purchaser/s shall have no right, title interest, claim, demand or dispute of any nature whatever either against said premises or against the said Property in any manner whatsoever and the Developers shall be entitled to deal with or dispose of the said premises to any person or party as the Developers may desire at their absolute discretion.

19. Upon the Purchaser/s taking possession of the said premises as Licensee/s he/she/they shall have no claim against the Developers as regards the quality of the building material used for construction of the premises or the nature of the construction of the said premises or otherwise howsoever provided however that

if within a period of three years from the date of handing over possession of the said Premises to the Purchaser/s as Licensee/s the Purchaser/s brings to the notice of the Developers any defect in the said Premises or the building in which the said Premises are situated or the material used therein or any unauthorised change in the construction of the said building by the Developers, then, wherever possible such defects or unauthorised changes shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change.

20. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit is payable to the Municipal Council of Bhiwandi Nizampur or to the State Government or betterment charges or development tax or security deposit as payable to the Municipal Council of Bhiwandi Nizampur Maharashtra State Electricity Board or concerned authority for the purpose of giving water connection, drainage connection and electric connection or any other tax or payment of similar nature becoming payable by the Developers the same shall be paid by the Purchaser/s to the Developers in proportion to the area of the said premises within seven days of demand (time being the essence of the contract) and in determining such amount, the discretion of the Developers shall be conclusive, final and binding upon the Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include prorata charges which the Purchaser/s may be called upon to pay by the Developers in respect of installation of waterline, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of Internal Roads, and access to the said property, drainage, layout and all other facilities.

21. (i) The Purchaser/s hereby agree/s to and shall pay to the Developers at the time of grant of Licence to enter the said premises the following amounts:-

- (a) Rs.260/=..... Towards share money, entrance fees and membership of the Society
- (b) Rs.500/-..... Towards the legal expenses and the same is non refundable.
- (c) Rs.500/-..... Being his/her/their shares the amount of deposit payable for electric meters and connection to be installed in the said premises and the building and/or buildings and the same is non-refundable.





- (d) Rs. 7200/- Towards twelve months' provisional outgoings for Municipal taxes, water bill, common electric bill, maintenance charges, other society expenses.
- (e) Rs. 750/- Towards formation and registration of the Society or Limited Company or other organisation and the same is not refundable.
- (f) Rs. 500/- Towards additional expenses to meet the overhead charges and management charges and the same is not refundable.
- (g) Rs. 750/- Towards his/her/their share in the deposits payable for water meters and water connection and the same is non-refundable.
- (h) Rs. 7000/- Towards his/her/their share for Electric cable & other electric charges.
- 11/13, 4.500/- Towards Generator Charges.

The aforesaid amounts are to paid on or before the licence to enter the said Premise/s is given to the Purchaser/s and no interest will be payable thereon by the Developers. The aforesaid amounts are agreed to be paid by the Purchaser/s to the Developers without prejudice to the right of the Developers to recover other amounts including betterment charges from time to time under these presents. The Developers shall utilise the sums mentioned in sub-clauses (b) and (e) paid by the Purchaser/s to the Developers for meeting all legal charges, costs and expenses including professional costs of the Advocates and Solicitors of the Developers in connection with formation of the said Society, including its Bye-laws of Limited Company or Condominium as the case may be and the costs of preparing and engrossing this Agreement and Deed of Conveyance or Deed of Transfer as the case may be.

(ii) The aforesaid amounts in sub-clause (b) and (e) or the balance therefrom, if any, after deduction therefrom arrears of taxes and expenses mentioned in the Fifth Schedule and the expenses incurred in the formation of the said Society or legal expenses etc. will be transferred by the Developers to the said society after the buildings are finally transferred to such Societies and the Purchaser/s hereby agree not to demand such accounts at any time prior thereto.

22. Notwithstanding anything contained in this Agreement the Purchaser/s hereby agree/s to contribute and pay his/her/their proportionate share towards the costs,

66. This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flats Act, 1963 and the Rules thereunder and/or any modification/s and/or re-enactment of the Act and/or the rules or any other provisions of law applicable thereto and hereto.

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

SIGNED AND DELIVERED BY) M/S. ASHOK PROPERTIES
the withinnamed M/S. ASHOK) (BHIWANDI PROJECT)
PROPERTIES (BHIWANDI PROJECT))
in the presence of Ram R. Jain) [Signature]
.....)
.....) PARTNER

SIGNED AND DELIVERED BY THE)
withinnamed SHRI/SMT Dinesh)
Kumar L. Jain)
.....)
in the presence of [Signature])
.....)
(RAMNIKLAL K. MARU))

Dinesh Kumar L. Jain

RECEIVED of and from the withinnamed)
Purchaser/s a sum of Rs 3,50,000/-)
(Rupees Three Lakh Fifty)
thousand only)

being the amount of earnest money as)
mentioned hereinabove on or before the)
of execution of these presents.)

) Rs. 3,50,000/-

WE SAY RECEIVED

M/S. ASHOK PROPERTIES (BHIWANDI PROJECT)

[Signature]

PARTNER

THE FIRST SCHEDULE HEREINABOVE REFERRED

Lands situate in the village of Kaneri and Nizampur Taluka Bhiwandi registration Sub-District Bhiwandi in District Thana having the Survey Nos. and assessments as follows :-

(1) Survey No.	Hissa No.	Area	Useful	Kharba	Total	Assessment
Kaneri						
11	-	7-5 ^{1/2}	0-5 ^{1/2}	7-11	20-10-0	
12	-	1-11	0-3	1-14	1-0-0	
13	-	5-1 ^{1/2}	0-15 ^{1/2}	5-17	10-13-0	
14A	-	14-7	0-38	15-2	8-13-0	
14	-					
14C	-	0-17	0-1	0-18	0-4-0	
15	-	2-6 ^{1/2}	0-5 ^{1/2}	2-12	4-13-0	
16	-	17-18	2-19	19-37	12-0-0	
17	-	5-3 ^{1/4}	0-11 ^{1/4}	5-15	14-9-0	
61	-	0-10	0-2	0-12	0-2-9	
		<hr/>	<hr/>	<hr/>	<hr/>	
		52-39 ^{3/4}	4-2 ^{1/4}	57-21	73-1-0	
						Local fund at Rs. 0-2-0 per Rupee. 9-2-0
						<hr/>
						82-3-0
(2) Nizampur	-	0-13	0-3	0-16	0-4-0	
104 ^{1/2}						
						Local fund
						<hr/>
						0-0-6
						<hr/>
						Total
						<hr/>
						0-4-6
						<hr/>

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

ALL THOSE piece or parcel of lands or grounds hereditaments and premises standing thereon bearing Survey Nos. 11, 12, 13, 14A, 14 (Pt), 14B, 14 (Pt), 14C, 15, 16, 17 and 61 and containing by admeasurement approximately 18 acres 28 gunthas equivalent to 75778 square meters or thereabouts situate lying and being in the Village Kaneri (Bhiwandi) Taluka Bhiwandi, District Thane in the registration Sub-District Bhiwandi and bounded as follows :

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

ALL THOSE piece or parcel of lands or grounds hereditaments and premises standing thereon bearing Survey Nos. 11, 12, 13, 14A, 14 (Pt), 14B, 14 (Pt), 14C, 15, 16, 17 and 61 and containing by admeasurement approximately 18 acres 28 gunthas equivalent to 75778 square meters or thereabouts situate lying and being in the Village Kaneri (Bhiwandi) Taluka Bhiwandi, District Thane in the registration Sub-District Bhiwandi and bounded as follows :

that is to say on or towards the East by portion of S.No. 17 of K.V.D.I. Co. on or towards the West by National Highway No. 3 called Bombay Agra Highway, and or towards the North by Road to village Nagao.

Dated the 7th day of February, 1989.

For M/s Ambubhai and Diwanji,

Sd/-

(P.N. NANAVATI)
PARTNER
ADVOCATES AND SOLICITORS.

that is to say on or towards the East by portion of S.No. 17 of K.V.D.I. Co. on or towards the West by National Highway No. 3 called Bombay Agra Highway, and or towards the North by Road to village Nagao.

THE THIRD SCHEDULE ABOVE REFERRED TO :

Common Areas and Facilities; Proportionate equal right to the immediate area abutting the main entrance door to the extent of common open space required for ingress or egress after the landing on the said floor of the said premises. With prorata right along with all Purchasers of premises in the said building (Applicable in case of Flats only).

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Prorata right along with all Purchasers of premises in the said building in limited common area and facilities i.e. to say:

1. Staircase.
2. Entrance Hall (Lobby)

The aforesaid provision is not applicable in case of Car Parking Space Area covered under stilts/Garages and other similar areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

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

AMBUBHAI & DIWANJI
Advocates Solicitors and Notaries

Partners:
Y.M. DESAI
P.P. HARIANI
A.E. AKIKWALA
P.N. NANAVATI
S.K. DIWANJI
D.M. SHAH
A.P. HARIANI
V.V. DESAI

NOTARIES

TO WHOMSOEVER IT MAY CONCERN

Re: Land admeasuring about 75778 square meters
situated at Kaneri, Bhiwandi bearing Survey No. 11,
14A (Part), 14-C)Part), 15, 16/1, 17,61 and 62 of
Village Kaneri Taluka Bhiwandi, District Thane.

1. Prior to April 1943, One Gopal Dandekar was seized and possessed of all those pieces or parcels of land more particularly described in the First Schedule hereunder written as the sole and absolute owner thereof.
2. By a Deed of Conveyance dated the 2nd day of April, 1943 between the said Gopal Ganesh Dandekar (therein called the Vendor) of One Part and M/s. G.G. Dandekar Machine Works Ltd., (therein called the Purchasers and hereinafter called "the Company") of the Other Part and registered in the Books of Sub-Registrar of Assurance at Bhiwandi bearing Serial No. BND/524 Volume 24 on the 2nd day of April, 1943 the said Gopal Ganesh Dandekar sold conveyed and transferred to the said Company the said land more particularly described in the Schedule thereunder written being the same land more particularly described in the First Schedule hereunder written at the price and on the terms and conditions therein mentioned.
3. By an Agreement dated the 12th day of December 1987 entered into between the said Company (therein called the Vendors) of One Part and our clients M/s. Ashok Properties (Bhiwandi Project) (therein called the Developers) of the Other Part, the said property more particularly described in the First Schedule hereunder written at the price and on the terms and conditions therein contained.
4. Under the instructions of our clients we have investigated the title of the said Company to the above land more particularly described in the Second Schedule hereunder written.
5. We hereby certify that the title of the said Company to the above land more particularly described in the Second Schedule hereunder written is clear marketable and free from all encumbrances.

गावचा नमुना नं. ७, ७ अ व १२

व. नं. ३९ हिस्सा नं. पेंड

कबजेदार
 ५४ ५९ ५४ ५०
 श्री. जे. दांडकर भा. शि. क. म. शि. ४२५ ६६

गाव
 चालुका
 इतर हक्क
 भाडेपट्टा के वी
 डकल पमेर अंड
 अण्डेपट्टा २ लफे अ
 के वी अं २००
 अरसा ल अण्डे रु
 ३६०५ ६५ व धार्य
 भाडेपट्टा १) धोल लो
 अण्डे १५ - २३३२ डॉ. वी
 (१५३)

क्षेत्र	हेक्टर	आर	प्रती	ए.	गुं.
कावणीलायक	३	११	६		
पोट सराबा	०	०५	५		
ए	३	११	५		

बाकार
 डूरी अयवा
 बादा आकार

ए. वंसे
 २० = ३४

पाणी

वर्ष	कुळ भाणि खंभ	क्षेत्र	रीत	पिके भाणि लागणपड	क्षेत्र	वेरा
१५-१६	२९५५	२	६	जिरीत लोके अण्डेपट्टा २-११६ अण्डेपट्टा-२०० अ विलोनी		

बससल बरहुकुम खरीनकस

तारीख - ११/६/९७
 बससल राजा कणेरी