

# TARANGAN

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**AGREEMENT FOR SALE**

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**KALPATARU SOHAM PROPERTY DEVELOPERS PVT. LTD.**

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ARTICLES OF AGREEMENT made at Mumbai this 23<sup>rd</sup> day of October

in the Christian Year One Thousand Nine Hundred and Ninety Seven Between  
KALPATARU SOHAM PROPERTY DEVELOPERS PRIVATE LTD., a Company  
registered under the Companies Act of 1956, and having its registered office at  
111, Maker Chambers IV, Nariman Point, Bombay 400 021 hereinafter called "the  
Promoters" (which expression shall unless it be repugnant to the context or meaning  
thereof be deemed to mean and include their successors and assigns) of the  
Part AND Mr. Sanjay Tanardhan Patil.

*Colp*

Non. varada. Sanjay Patil.  
having his/her/its/their address at D-23, Gogangiri Park,  
Ramchandra Nagar P.O. Wagle Mill, Estate, Thane

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hereinafter collectively called "the Purchaser" (which expression shall unless it be  
repugnant to the context or meaning thereof be deemed to mean and  
him/her/it/them and all persons deriving title under or through him/her/it/them and  
permitted assigns) of the Second Part.

OFFICE OF THE  
JOINT DISTRICT REGISTRAR  
SHRI. MAHARASHTRA  
LAW/COHA/INT/100  
INDIA  
STAFF PORT  
REGISTRATION  
SPECIAL APPEAL  
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PROPER OFFICER  
COLLECTOR OF STAMPS  
11.10.97



ARTICLES OF AGREEMENT made at Mumbai this 23<sup>rd</sup> day of October in the Christian Year One Thousand Nine Hundred and Ninety Seven Between KALPATARU SOHAM PROPERTY DEVELOPERS PRIVATE LTD., a Company registered under the Companies Act of 1956, and having its registered office at 111, Maker Chambers IV, Nariman Point, Bombay 400 021 hereinafter called "the Promoters" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the One Part AND Mr. Sanjay Janardhan Patil.

Mrs. Varada Sanjay Patil.

having his/her/its/their address at D-22, Gaganjeer Park, Ramchandra Nagar P. O. Wagle Indl Estate, Thane (W) 400 604.

hereinafter collectively called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include him/her/it/them and all persons deriving title under or through him/her/it/them and permitted assigns) of the Second Part.

JOINT DISTRICT REGISTRAR  
MUMBAI  
23/10/57  
MUMBAI

In this Agreement, unless the context otherwise implies the expression 'Corporate Body' shall mean any association of persons duly incorporated under any law for the time being in force including a Company incorporated under the Companies Act, 1956, a Cooperative Society formed under the Maharashtra Co-operative Societies Act, 1960, and an association of Apartment Owners formed under Maharashtra Apartment Ownership Act, 1970.

In this Agreement, the masculine gender used herein shall include feminine and/or neutral gender and singular will include plural wherever applicable.

**W H E R E A S :**

- I (a) Under and by virtue of certain deeds and writings, all acts in law, and more particularly set out in the Certificate of Title issued by M/s. Crawford Bayley & Co., Solicitors & Advocates, annexed hereto as Exhibit 'A-1', CADBURY INDIA LIMITED, hereinafter called the 1st Holder, is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to two adjoining pieces or plots of land bearing Final Plots Nos. 25 & 31 admeasuring 82,481.76 square metres and 11,539.30 square metres or thereabouts respectively, together admeasuring 94,021.06 square metres, of Town Planning Scheme No. I of Thane, situate at 1st Pokharan Road, Thane, and abutting on Eastern Express Highway and more particularly described in the First Schedule hereunder written and shown on the Plan No. I thereof hereto reproduced as Exhibit 'B-1' (hereinafter for brevity's sake collectively referred to "the said entire holding")
- (b) On account of zonal line segregating the industrial/commercial zones from the residential zone, as per the proposed Development Plan for Thane under Reference No. TMC/Com/TDA/DP/38 dated 19th December 1991 the said entire holding stands notionally sub-divided (without any physical sub-division by metes and bounds) into two parts one for Residential and the other for Industrial User. The whole of aforesaid Final Plot No. 31 and a part of Final Plot No. 25 which together



admeasure 58,958 square metres and intended to be developed into residential/commercial complex is more particularly described in the Second Schedule hereunder written and shown on the Plan No.1 in hatched lines (Ex.'B-1'). The said land admeasuring 58958 square metres is hereinafter referred to as "the C.I.L. Land".

- (c) The Deputy Collector and Competent Authority Thane Urban Agglomeration, by his Order No.ULC/TA/Thane/SR-546 dated 11th November 1992 and further Order No.ULC/TA/Thane/SR-546 dated 29th October 1994, both passed under Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "ULC Act"), has granted permission for redevelopment of "the C.I.L.Land".
- (d) The 1st Holder submitted a layout plan and obtained sanction of the Thane Municipal Corporation (hereinafter referred to 'TMC') for dividing the said entire holding into two parts, one for Residential purpose (admeasuring 58958 square metres) and the other for Industrial purpose (which admeasures 35063.06 square metres). The layout plan shows the proposed multistoried buildings to be constructed and internal roads, recreational facilities etc., to be provided on the C.I.L.Land. The said layout plan is extracted and hereto reproduced as Exhibit 'C'. The Collector, Thane, by his Order No. Mahshul <sup>Kak</sup>/<sub>SFT</sub> /T-8/NAP/SR-151/95 dated 22-11-95 granted permission for N.A. use of the land for residential purposes of the C.I.L. Land. The TMC also granted its approval by Sanction Permit No.V.P.93150/TMC/TDD/1781 dated 16.9.1995 and also granted building Commencement Certificate No. 93150/TMC/TDD/2874 dated 18-1-1996 for development of the C.I.L.Land.
- (e) By an Agreement of Development dated 26.2.1993 as varied by Supplemental Agreement dated 9-1-1995, made between the 1st Holder and the Promoters, the 1st Holder granted to the Promoters the rights of development of the C.I.L. Land being subdivided Plot admeasuring 58958 square metres equivalent to 634678 square feet described in the Second Schedule hereunder written and shown in hatched lines on the Plan No.1 (Ex.'B-1'). Pursuant to the said Agreements the Promoters

have paid substantial amounts as and by way of consideration to the 1st Holder.

- II
- (a) Under and by virtue of certain deeds and writings, all acts in law, and more particularly set out in the Certificate of Title issued M/s.Purnanand & Co., Solicitors & Advocates, hereto annexed and marked Exhibit "B-2", UNITED WIRE INDUSTRIES LIMITED, hereinafter called the 2nd Holder, was seized and possessed of and/or otherwise well and sufficiently entitled to piece or plot of land bearing Original Plot No. 9 admeasuring 60903.5 square metres or thereabouts, situate at Thane and abutting on Pokhran Road No. 1 and more particularly described in the Third Schedule hereunder written.
  - (b) In the Town Planning Scheme, Thane No. 1, the aforesaid Original Plot No.9 has been reconstituted as Final Plot No. 23 of the said T.P.Scheme and the area thereof was determined to be 48080.38 square metres as more particularly described in the Fourth Schedule hereunder written and shown on the plan thereof hereto annexed as Annexure "B-2".
  - (c) The 2nd Holder is presently utilising only half of the said Original Plot for its manufacturing facility, whereas the other half is lying unutilised.
  - (d) By an Agreement dated 16.4.1994, made between the 2nd Holder and the Promoters, the 2nd Holder agreed to sell to the Promoters and the Promoters agreed to purchase from the 2nd Holder the unutilised portion of the said Final Plot No.23 admeasuring 24601.51 square metres.
  - (e) By Supplemental Agreement dated 21.11.1994 made between the 2nd Holder and the Promoters, and duly stamped as conveyance and lodged for registration with the Sub Registrar of Assurances at Thane under Serial No.1601/95 on 20.2.1995, and in consideration of the full agreed price paid by the Promoters to the 2nd Holder, in respect thereof, the 2nd Holder has granted irrevocable rights and authorities to the Promoters for redevelopment of the aforesaid part of Final Plot No.23 admeasuring 24,601.51 square metres and more particularly described in the Fifth
- III



Schedule hereunder written and shown on the plan thereof hereto annexed and marked Exhibit "B-2" in hatched lines and hereinafter referred to as "U.W.I. Land".

- (f) The Dy. Collector & Competent Authority, Thane Urban Agglomeration by his Order No. ULC/TA/Panchpakhdi/SR-456 dated 27.9.1994 and further Order No. ULC/TA/U/Sec.22/SR-155 dated 20.1.1995, both passed under the ULC Act, has granted permission for redevelopment of U.W.I. Land.
  - (g) The 2nd Holder submitted a Layout plan and obtained sanction of the TMC for redevelopment of the U.W.I. Land for residential purposes. The Layout plan shows the proposed multi storeyed buildings, rowhouses and other premises to be constructed on the U.W.I. Land. The said Layout plan is extracted and hereto reproduced as Exhibit 'C'.
  - (h) The Thane District Collector, Thane, by his Order NO. Mahshul/D-1/T-8/NAP/SR/126/95 dated 21.7.1994 granted permission for N.A. use of the land for residential purposes admeasuring 24601.51 square metres. The TMC also granted its approval by V.P. No. 93187/TMC/TDD/801 dated 15-6-1995 and also granted building Commencement Certificate No. 93189/TMC/TDD/2559 dated 13-12-1995 for development of the U.W.I. Land.
- III (a) The aforesaid C.I.L. Land and U.W.I. Land are contiguous and adjoining each other. The C.I.L. Land and U.W.I. Land are hereinafter collectively referred to as the 'Development Lands'. The Promoters intend to develop in phases, the Development Lands by constructing thereon various multi storeyed buildings comprising flats of different areas including Duplex Flats and Pent Houses with or without attached Open Terrace, Row Houses with part/full Basement with exclusive Garden/Open Space appurtenant thereto, covered/stilt/open car parking spaces and other premises. The Promoters also propose to construct and or set up recreational facilities such as Swimming Pool, Club House, Community Hall etc., for the benefit inter-alia of the purchasers of premises in the

total complex named as 'Tarangan' comprising the Development Lands. The Promoters have also made due provisions for internal/Feeder roads.

The Promoters are desirous of selling aforesaid premises including open spaces such as garden, terrace, basement etc. appurtenant to or adjoining or abutting certain flats, Pent Houses/Row Houses/Shops/ Offices to be constructed in 'Tarangan' on Ownership Basis and are entering into separate agreements for sale of such premises with various purchasers on similar terms and conditions as herein contained (save and except and/or subject to such modifications as may be necessary or considered desirable by the Promoters).

- (b) The Promoters are desirous of purchasing or acquiring certain other lands, which are either contiguous or adjoining or in the vicinity of the Development Lands with a view ultimately to merge such newly acquired or purchased lands as forming part of the overall scheme of development of the said Complex named as "Tarangan".

IV. At present the Promoters are constructing building No. 11, to which this agreement relates and hereinafter referred to as the said Building.

V. The Promoters have appointed M/s. Deshmukh Shirali, Architects, and Mr. Sharad Shah Structural Engineer, for the preparation of the architectural and structural designs and drawings of the said Building and to supervise the construction thereof till completion.

VI. The Purchaser is desirous of acquiring from the Promoters residential premises Flat/~~Duplex Flat~~/<sup>NO. 23</sup> Pent House of the said Building and open/covered/ still car parking space No. \_\_\_\_\_ with the exclusive right to use, occupy and enjoy the open garden/terrace/adjoining/appurtenant/abutting thereto at or for the consideration and on the terms and conditions hereinafter appearing.

VII. The Purchaser demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the

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Development Lands and more particularly of the said Building and the plans, designs and specifications thereof and of all such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOF Act") and the rules made thereunder and all other documents relating to the Development Lands have all been heretofore furnished by the Promoters to the Purchaser which is hereby acknowledged.

VIII. While sanctioning the building plans, the TMC has laid down certain conditions, stipulations and restrictions to be observed and performed by the Promoters. Upon due observance and performance thereof only the Occupation and Completion Certificate in respect of the said Building would be granted by the TMC ;

IX. The Purchaser has made the Declaration/Averments as prescribed under the provisions of the Maharashtra Co-Operative Societies Act, 1960 and the U.L.C.Act.

**NOW IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1(A) The Promoters shall construct the said Building (wherein comprised are the said premises agreed to be acquired by the Purchaser as hereinafter contained) in accordance with the plans and specifications approved by the TMC and copies whereof have been furnished to the Purchaser. The Promoters have informed the Purchaser that they propose to construct Swimming Pool, Health Club, Community Hall on certain portions of the Development Lands. The Promoters shall, however be entitled to make any variations, alterations or amendments in the layout/s or in the said plans or specifications of the Buildings/Row Houses etc.

1(B) The Purchaser agrees to acquire from the Promoters Flat/ <sup>No.23</sup> Duplex Flat/  
~~Penthouse~~ with terrace attached thereto, (Built-up area whereof is 913  
sq.ft. approximately) on the 2<sup>nd</sup> floor in the said Building No. 11

*Cup*



and open/covered/Stilt Car Parking Space No. \_\_\_\_\_. The said Flat/Duplex Flat/Pent House with or exclusive terrace/open space, if applicable by this agreement only, together with said parking space, agreed to be purchased by the Purchaser are hereinafter, wherever the context so permits, collectively referred to as "the said premises") on Ownership basis. The said premises are shown verged in red on the typical plan thereof hereto annexed and marked Exhibit 'D'. The nature extent and description of the common/ limited/ restricted areas and facilities appurtenant to the said premises are also more particularly described in Exhibit 'E' hereto. The amenities and specifications pertaining to the said premises are shown in the list Exhibit 'F' hereto.

- 1 (C) The consideration payable by the Purchaser to the Promoters in respect of the said premises includes the consideration payable for attached terrace/ open space in respect of the Pent House/Duplex, as may be applicable under this Agreement. The Purchaser shall be entitled to exclusively possess, use, occupy and enjoy the said terrace/open space and car parking space, if any, only in the manner permissible under the rules and regulations of the Concerned Authorities.
- 1(D) This Agreement is on the express condition that certain of the premises comprising the complex 'Tarangan' are being sold subject to the rights of such purchasers with regard to their respective exclusive garden, terrace, basement, open space, and/or open/covered/stilt parking space, if any, as aforesaid and that the user of each of the such premises and the rights in relation thereto of each purchaser shall be subject to all the rights of other purchasers in relation to their respective premises. None of the purchasers of the said remaining premises shall have any right whatsoever to and shall not use and/or occupy the open space/ stilt area and/or garden terrace/ parking space, if any, or any part thereof acquired by any purchasers including the Purchaser, herein, if concerned, as aforesaid, nor they do or cause to be done anything whereby such purchasers including the Purchaser herein, if concerned, is/are prevented from using and occupying the stilt area/ garden/terrace/basement/open space/ area and/or parking space if any, as aforesaid or the rights of such purchasers including the Purchaser herein, if concerned, to the same are in any manner affected or prejudiced.



- 1(E) The Purchaser shall have no claim whatsoever except in respect of the said premises hereby agreed to be sold/acquired. All other premises, open spaces/unallotted or unsold premises etc., will remain the property of the Promoters, until the same are transferred to the Corporate Body/Apex Body as herein mentioned subject however to the rights of the Promoters in this Agreement.
- 1(F) The Purchaser is aware that the Promoters also desire to construct Row Houses and/or commercial building/s in the complex of 'Tarangan' and that some of the terms and conditions and stipulations as are contained herein shall be omitted, added or altered in the agreements for sale of such premises and particularly for outgoing/s (hereinafter specified) pertaining to Row Houses, Offices and Shops comprised therein.
2. The said premises are agreed to be sold/acquired subject to:
- a) Any scheme or resolution affecting the Development Lands or any part or parts thereof made or to be made by any authority concerned or by the Promoters.
  - b) All rights of water, water drainage, sewerage, water course, light and other easements and quasi or reputed easements and right of adjoining owners (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters shall not be required to show the creation of or define or apportion any burden.
  - c) All the covenants and conditions enuring for the benefit of the purchaser/s contained in the Agreement/s made between the said Holders and the Promoters, the said ULC Orders, Layout/s, Order of N.A. User, agreement/s made in respect of the premises comprised in other buildings/row houses and all terms and conditions stipulated or to be stipulated by the Promoters in respect of the common areas and facilities and amenities to be provided for the benefit of the Development Lands or any part thereof including of the lands contiguous or adjoining or in the vicinity thereof.

- (d) The Promoters rights to form one or more Corporate Body/s for the management, maintenance and otherwise control and regulation of the affairs of one or more building/s (with or without Row Houses) to be constructed in the complex of 'Tarangan' as may be permissible and conveniently possible.
- (e) In the event of it not being possible to form one Corporate Body, to form an Apex Body for the management, maintenance and otherwise control or regulation of the affairs of one or more building/s, Row Houses and other premises is the sole discretion of the Promoters. Such Apex Body shall be for the maintenance, management and otherwise control of common internal roads, street lighting, common garden or recreation or playground, Clubhouse, Community Hall, sewage treatment plant, electric sub-station, wells or tube wells and such other amenities which will serve all the buildings comprising the complex of 'Tarangan' in the Development Lands including the other lands contiguous/adjoining/in the vicinity thereof.
- (f) It being made expressly clear that the ultimate Transfer Deed/s in favour of the Corporate Body/s in respect of the Development Lands and/or any parts thereof, as the case may be, with building/s thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land thereof and shall be binding upon all the persons who are the holders of their respective premises comprised in the said building as the Promoters may reasonably require for giving effect to and/or enforcing the said restrictions covenants and stipulations.
- (g) It is made expressly clear and agreed that the final Transfer Deed/s either in respect of the Development Lands and/or any part/s thereof including the buildings thereon cannot be executed unless and until the Promoters have carried out and completed total re-development of the entire complex "Tarangan" as envisaged by the Promoters and in terms of the general layout/s are or as may be finally sanctioned in that behalf by the concerned authorities, and the Purchasers, and/or the Corporate



Body in respect of any building or buildings will not be entitled to insist for separate Conveyance in respect of their respective building/s.

(h) ~~The Promoters have informed the Purchasers that the Promoters have already granted exclusive rights to \_\_\_\_\_ for use of a portion of terrace of one or more of the multi storied Building/s proposed to be constructed in the complex of 'Tarangan' for the purpose of setting up telecommunication facilities with a small attendant room to be constructed for the purpose and to install dish antenna with certain systems and contraption.~~

3. The Purchaser agrees to pay to the Promoters a sum of Rs. 1700000/- (Rupees Seventeen lacs only) only) as lumpsum consideration for acquiring the said premises from the Promoters, which said consideration includes the consideration for the proportionate right in the common/ restricted/ limited areas and facilities. The said consideration shall be paid by the Purchaser to the Promoters in the manner as follows:

(i) Rs. <u>1,00,000/-</u>	representing the earnest money or deposit on execution of this Agreement.
(ii) Rs. <u>41,000/-</u>	<u>On or before 15/9/96.</u>
(iii) Rs. <u>1,70,000/-</u>	<u>On completion of 2<sup>nd</sup> slab</u>
(iv) Rs. <u>1,70,000/-</u>	" " " 4 <sup>th</sup> slab
(v) Rs. <u>1,70,000/-</u>	" " " 6 <sup>th</sup> slab
(vi) Rs. <u>1,70,000/-</u>	" " " 8 <sup>th</sup> slab
(vii) Rs. <u>1,70,000/-</u>	" " " Brickwork
(viii) Rs. <u>85,000/-</u>	" " " Int. Plaster
(ix) Rs. <u>85,000/-</u>	" " " Ext. Plaster
(x) Rs. <u>85,000/-</u>	" " " Flooring
(xi) Rs. <u>85,000/-</u>	<u>On Possession.</u>
(xii) Rs. _____	_____

The time for payment of each of the instalments of consideration and other amount/s as aforesaid shall be the essence of the contract. If the Purchaser

makes default in payment of any of the said instalments/dues on their respective due dates as aforesaid and without prejudice to the rights of the Promoters to treat such default as a breach of this Agreement and to cancel this Agreement, the Purchaser shall be liable to pay to the Promoters interest at the rate of 25% per compounded monthly with further interest 5% every quarterly on the amount of the instalment/s and/or due/s in arrears for the period of the delay in payment of such instalment/s and/or due/s.

- 4(A) The Purchaser shall, on demand from the Promoters, pay to the Promoters such sum or sums of amount or amounts being his proportionate share of deposits to be permanently retained with different authorities and/or with the Promoters and also towards outgoings and expenses necessary and incidental to the management and proper maintenance of the Development Lands including the said Building and so as to include :

I. CHARGES/TAXES/CESS.

- (i) Municipal Cess/charges/Taxes
- (ii) Water charges/Taxes
- (iii) Electric charges
- (iv) Costs for formation, incorporation and registration of the Corporate Body and/or the Apex Body.
- (v) Professional fees, legal costs for preparation of this Agreement and final Deed of Transfer,
- (vi) Stamp Duty and registration charges of this agreement and final Deed of Transfer,
- (vii) Sales Tax or Works Contract Act Tax, as may be applicable,

II. DEPOSITS:

- (i) Amounts for purchase of shares in the Corporate Body
- (ii) Water meter deposit
- (iii) Electric meter deposit
- (iv) Any other security deposit.
- (v) Deposits towards one year outgoings (specified hereinafter)
- (vi) Deposits towards Municipal taxes.



- (vii) Deposits for expenses relating to management and maintenance of Corporate Body.

#### IV. MONTHLY

- (i) Maintenance/Municipal Taxes & Other Outgoings  
(ii) Wages and salaries for the persons appointed (such as Managers, Accountants, Liftmen, Chowkidars, Gardeners, Sweepers etc.) for the said Building/s.  
(iii) Management Fees payable to the Promoters.  
(iv) Maintenance of Recreational facilities (as defined).

#### V. ANY OTHER:

- (i) Any other dues as herein otherwise contained (as may be applicable also payable at the time of delivery of/possession of the said premises,

4(B) The Purchaser agrees and undertakes to pay from the date of delivery of possession of the said premises (which date means the date on which the Promoters shall give notice to the Purchaser that the possession of the said premises is ready to be handed over to him irrespective whether the Purchaser has taken possession of the said premises or not for any reason whatsoever), his proportionate share determined by the Promoters of the outgoings in respect of the said premises including taxes, water charges, common lights, sweepers, sanitations, insurance, salaries of person/s engaged etc. and all other expenses incidental to the management and maintenance of the said Building and also the common areas, amenities and facilities therein. Until the Municipal taxes and water charges, and other outgoings are fixed and/or separately assessed and the exact amount is worked out for each of the premises, the Purchaser agrees, that from the aforesaid date, to regularly pay every month in advance such amount as may be fixed by the Promoters towards and on account of the said outgoings. The Purchaser shall indemnify and keep indemnified the Promoters against the aforesaid payments and charges. In the event of there being any delay beyond the control of the Promoters in formation of the Corporate Body and/or in vesting of the said Building in possession, management and control

of the Corporate Body as herein envisaged and consequently the Promoters being obliged to manage the affairs relating to the said Building, the Promoters shall collect contribution towards the outgoings and other charges from the various premises purchasers and defray all such outgoings. The Promoters shall during such period be entitled to charge the Purchaser along with the purchasers of other premises management fee at the rate of 20% (percent) of the entire outgoings which may otherwise become payable by the Purchaser to the Promoters PROVIDED HOWEVER that such management by the Promoters shall automatically cease and the liability of the Purchaser to pay the management fee mentioned hereinabove shall cease as soon as the vesting of the said Building in possession and management and control of the Corporate Body takes place. The Promoters shall not be accountable or liable for any acts done in due course of such management and the fees thus charged by the Promoters shall not be accountable anyway and the Promoters shall be entitled to use and appropriate the same for their own benefit.

- 4(C) The Purchaser shall further within 7 days prior to the delivery of possession of the said premises deposit such amount as may be determined by the Promoters as security for due observance and performance of all his obligations provided in the preceding sub-clauses 4 (A) and 4 (B). The Purchaser shall not be entitled to question either the quantum of such amount nor claim any interest thereon.
- 4(D) The Purchaser hereby further agrees and undertakes to pay to the Promoters on demand and/or within 7 days prior to the delivery of the possession of the said premises whichever is earlier such additional amount or amounts as may be determined and/or demanded by the Promoters in respect of any additional facility and/or amenities as may be provided by the Promoters in addition to such facilities and/or amenities provided under this Agreement.
- 4(E) The Promoters, after deducting from the various amounts paid by the Purchaser to the Promoters as deposits (other than deposits to be retained permanently and towards expenses due in respect of the said premises as aforesaid and the costs, charges and expenses referred to hereinafter in the



proportion decided by the Promoters, shall transfer the balance, if any, to the Corporate Body. The accounts, in this behalf shall be rendered by the Promoters to the Corporate Body and not to the Purchaser in his individual capacity.

- 4(F) It is an express condition of this Agreement that if the Purchaser of the said premises as also purchasers of other premises in the said Building commit/s default in payment of any of the said amounts on their respective due dates as aforesaid, the Promoters shall not be liable or responsible for delay in completing the said Building and/or in handing over possession of the said premises to the Purchaser on the date specified hereinafter.
5. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time specified (time being of the essence) or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations on his part herein contained or referred to, the Promoters shall be entitled to terminate this Agreement and re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated and determined and all amounts paid by the Purchaser to the Promoters shall stand absolutely forfeited to the Promoters and the Purchaser shall have no claim for refund or repayment of the said amounts paid by the Purchaser and the Purchaser hereby agrees that in that event all his rights in the premises hereunder stand determined and all amounts shall stand forfeited. Without prejudice to the above rights of the Promoters, the Promoters may at their sole discretion on such termination, refund to the Purchaser the instalments or part payment, if any, which may have been paid by the Purchaser to the Promoters but without any further amounts of interest, compensation or otherwise, after deduction therefrom any dues in respect of additional work done in the said premises interest due as provided in this Agreement and the amount of loss suffered by the Promoters on release of the said premises and any other amounts which may be found due and payable by the Purchaser. On the Promoters terminating this Agreement under this clause,

the Promoters shall be entitled to deal with or dispose off the said premises in any manner they deem fit, and at such price the Promoters may determine, and the Purchaser shall not be entitled to question such sale or to claim any amount whatsoever from the Promoters. It is clearly and expressly agreed between the parties that in the event of this Agreement being rescinded in the manner aforesaid the Purchaser shall not be entitled to any claim in the appreciation of the said premises as a result of hike in price or as a result of any accretion to the said premises made by the Purchaser or otherwise arising howsoever. The right to rescind this Agreement as envisaged herein shall not be subject to arbitration, PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser fifteen days prior notice in writing of the intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within the time specified in the notice.

- 6(A) The Promoters shall, at all times hereafter including before or after transfer of the said Building/s and/or the Development Lands or any part thereof in favour of the Corporate Body/s and/or Apex Body, have unfettered unrestricted right to avail of the F.S.I. as may be permissible and to obtain the award of Transferable Development Rights (TDR) in form of FSI as permitted under the Development Control Regulation of the TMC and to utilise such F.S.I. in any portion of the Development Lands or in any other land or property or building situate anywhere in the permissible area.

The Purchaser hereby consents for the aforesaid purpose and undertakes to abide by such consent and the Purchaser will not be entitled to and he hereby agrees that the Purchaser, his successors and assigns shall not demand any compensation/rebate in respect or on account thereof and shall not raise any obstruction or interfere with the rights, powers and authorities of the Promoters in relation to the said FSI, TDRS utilization, consumption and transfer of the same including the right to deal with or dispose off the



same in such manner as the Promoters may deem fit. The Transfer Deeds to be executed in favour of the Corporate Body/s and/or Apex Body shall contain necessary covenants in favour of the Promoters in that behalf.

- 6(B) (i) The Promoters have informed the Purchaser that the building plans are subject to the amendments. It is agreed that so long as the area of the said premises agreed to be acquired by the Purchaser from the Promoters is not altered and the amenities set out in the Exhibit 'G' hereto are not altered, the Promoters shall be at liberty to make variations in the layout/s of the Development Lands and/or the elevations of the building/s including relocating/realignment of the buildings, rowhouses therein, the Open Spaces/Gardens, Swimming Pool, Health Club, Community Hall etc., and/or varying the location of the access to the said building/s subject however to sanctions/permissions of the authorities concerned.
- 6(B) (ii) The common areas and facilities comprising the Complex 'Tarangan' shall enure for the more beneficial use and enjoyment in common with one another of all the purchasers for the time being of the various premises comprising the Development Lands and the Purchaser shall have no claim whatsoever in the same.
- 6(B) (iii) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the Development Lands or the said Building or in any part thereof. Such conferment shall take place only upon the execution of the deeds or assurances mentioned herein in favour of the Corporate Body.
- 6(C) The powers and authorities of the Corporate Body and other purchasers of flats and other premises shall be subject to the overall control of the Promoters on all or any of the matters, concerning the said Complex, the construction and completion and all amenities appertaining to the same and unsold areas thereof including flats/ Pent Houses/ Row Houses/ Shops/ Offices / open/ stilted and covered parking spaces and disposal thereof and the Corporate Body shall not have any such right or authority.

6(D) The Promoters shall at all times have a right and absolute authority including before and/or after the transfer and vesting of the Development Lands or parts thereof to the Corporate Body and/or the Apex Body to make or cause to be made additions, alterations, raise additional storeys or structures on the said Building at any time as may be permitted by the Concerned Authorities and the Purchaser hereby consents to the same. The Purchaser and purchasers of the other premises in the said Building, subject as otherwise agreed upon, shall not be allowed to use the common terrace/s of the said Building subject only to the access thereto of the Corporate Body to attend to the water tanks and/or antennas, cable T.V.dish, on the said terrace/s or in connection with repairs of the said Building. The Purchaser hereby agrees that he will give all necessary facilities and cooperation for the aforesaid purposes.

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

8. The Promoters expect to hand over possession of the said premises to the Purchaser on or before the 31/12/98. If due to non-availability of cement, steel or other building materials and/or due to any act of God such as earthquake, floods or any other natural calamity, act of enemy, war, civil commotion or non grant of connection of services such as electricity, water or drainage occupation certificate by the authorities concerned or as a result of any Legislative Order or direction of the Government or Public Authority or any other cause beyond the control of the Promoters, the Promoters are unable to complete the said Building/Row House and/or to give possession of the said premises to the Purchaser by the aforesaid date, then the Purchaser shall not hold the Promoters liable or claim any compensation for delay however as per the provisions of section 8 of the MOF Act, then if mutually agreed upon between the parties to terminate this Agreement, this Agreement shall stand terminated and the Promoters



shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the premises with simple interest thereon at nine per cent per annum from the date/s of the Promoters receiving the respective sum/s till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute whether the stipulations specified in section 8 of the MOF Act have been satisfied or not will be referred to the Competent Authority or to any other person/s mutually agreed upon who will act as Arbitrator/s. The Promoters shall also pay to the Purchaser a sum of Rs.10000/- (Rupees Ten Thousand only) as liquidated damages in respect of such termination. Till the entire amount with interest thereon is refunded by the Promoters to the Purchaser, there shall, subject to prior encumbrances, if any, be a charge on the said premises.

9. As soon as the occupancy certificate/s in respect of the said Building is obtained and intimation thereof is given by the Promoters to the Purchaser, the Purchaser shall pay the instalments of the purchase price and all other amounts payable by him within seven days of such notice served individually upon him or put up at some prominent place in the said Building. Under no circumstances possession of the said premises shall be given by the Promoters to the Purchaser unless and until all payments required to be made under this Agreement by the Purchaser have been duly made to the Promoters. Upon delivery of possession as aforesaid, the Purchaser shall be entitled to use and occupy the said premises. Upon the Purchaser taking possession of the said premises, he shall be deemed to have inspected the same in respect of any item of work therein, which may be alleged not to have been carried out, omitted or completed. The only liability of the Purchasers shall be the statutory liability under Section 7(2) of the MOF Act.
10. The Purchaser hereby agrees that in the event of any amount paid to any body or authority for connection or installation of any services or any other tax or statutory liability or payment of a similar nature being demanded from the Promoters, the same shall be reimbursed by the Purchaser to the Promoters in proportion to the area of the premises.

11. The Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title and interest in the Development Lands with or without the buildings and other construction thereon PROVIDED that the Promoters do not in any way affect or prejudice the rights hereby granted in favour of the Purchaser in respect of the said premises. The Purchaser hereby grants his consent to the Promoters for raising loans from any person, body or authority against the security of the Development Lands and/or the said Building and/or the premises comprised therein by creating an equitable or legal mortgage or any other encumbrances of any nature whatsoever, subject however to the obligations of the Promoters to clear up any such encumbrances, if created, prior to the transfer and vesting of the said Building in favour of the Corporate Body or handing over charge of the said Building without execution of the Final Transfer Deed to the Corporate Body and the Promoters shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against him by virtue of any encumbrances or burden created as aforesaid, remaining to be cleared and/or released and/or discharged.
12. The Purchaser with intention to bring in and bind all persons into whomsoever hands the said premises may come, doth hereby covenant with the Promoters as follows :-
  - (a) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of goods which are objectionable to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;



- (b) To maintain and to carry out at his own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the said Building which constitutes a breach or default under the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the aforesaid, the Purchaser shall be responsible and liable for consequences thereof to the concerned local authority and/ or other public authority;
- (c) At any time not to demolish or cause to be demolished nor erect or cause to be erected nor remove or cause to be removed any works, amenities, fixtures or fittings make or cause to be made any additions or alterations of whatever nature in or to the said premises or any part thereof nor make any alteration in the elevation and outside colour scheme of the said Building by doing of any works such as enclosing, covering etc of balcony, car parking space, open space, terrace etc, affixing grills, windows, collapsible gates, nets etc. and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner remove or damage the columns, beams, walls, slabs flooring, tiling fittings or R.C.C.Pardis or other structural members in the said premises without the prior written permission of the Promoters and/or the Corporate Body as the case may be;
- (d) The Purchaser shall permit the Promoters, and their agents at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and shall make good, within three months of the receipt of such notices, all defects, decays and want of repairs of which notice in writing shall be given by the Promoters to the Purchaser;
- (e) The Purchaser shall permit the Promoters and their 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 purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party structure and other conveniences belonging or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipe and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the said Building in respect whereof the Purchaser or the occupier/s of any other premises as the case may be shall have made default in paying his contribution of the water tax and other outgoings;

- (f) To use the said premises for their respective purposes such as flat for residential purpose shop/offices for commercial office purpose and car parking space for parking purpose, as the case may be, and such other purposes as permitted under the conditions and covenants of this Agreement only and not for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said Building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purpose;
- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portions of the said Building or the Development Lands ;
- (i) Not to hang clothes or any articles on the lounges or balconies so as to mar the external appearances of the said Building.



- (j) Not to demand partition of his interest in the Development Lands and/ or the said Building it being hereby agreed and declared by the Purchaser that his interest therein is impartible and that the Promoters shall not be liable to execute Conveyance Deed/s or any other documents in respect of the said premises in favour of the Purchaser;
  - (k) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser viz. user for any purposes other than as stipulated herein;
  - (l) Not to sub-let, transfer, assign or part with the Purchaser's interest or benefit in this Agreement or part with possession of the premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser obtain prior consent in writing to the Promoters in that behalf.
  - (m) To install airconditioner/s to any of window model or type only. The Purchaser may, however, instal split unit/s of airconditioner/s).
  - (n) If the Purchaser desires to install grill/s to any of the windows in the said premises then he shall ensure that the grills are as per the design and position approved by the Promoters.
- 13 (a) The complex to be developed on the Development Lands shall be always known as TARANGAN or by such other name as may be desired by the Promoters which shall not be changed at anytime in future except with the written permission of the Promoters. This covenant shall at all times be binding upon the successors in title of the Promoters and/or the Purchaser including the Corporate Body/Apex Body.

- (b) Corporate Body/Apex Body shall be named containing the prefix/suffix TARANGAN or by such other name as may be decided upon by the Promoters or as may be approved by the concerned authority. The Purchaser shall co-operate with the Promoters in forming and registering the Corporate Body and from time to time to sign and execute all applications, forms, writings, as may be required and duly fill in, sign and return the same within 10 (ten) days of the same being forwarded by the Promoters to the Purchaser. No Objection shall be taken by the Purchaser if changes or modifications are made in the name or the draft bye-laws rules and/or regulations of the Corporate Body by the authority concerned.
- (c) The rights of all the premises holders including the Purchaser shall be recognised and regulated as per this agreement till the said Building is conveyed to the Corporate Body and thereafter by the bye-laws, rules and regulations of such Corporate Body.
- 14 (i) The Promoters are desirous of providing and/or setting up recreational facilities such as Swimming Pool, Health Club, Club House, Community Hall, Temple & Garden (hereinafter collectively referred to as "the Recreational Facilities") for the benefit of the holders of various premises in the building/s and other premises to be constructed on the Development Lands and/or other lands adjoining or in the vicinity thereof.
- (ii) The Recreational Facilities shall as far as possible be located on a portion of the Development Lands as more particularly shown on the layout plan (Ex.'C'). The aforesaid is subject to right of the Promoters to change the location thereof. The Recreational Facilities shall be managed and maintained by the Promoters and/or such other person or body as the Promoters may deem fit and proper including an independent entity. The Purchaser agree and undertakes to subscribe to the membership as constituent of such body and abide by all terms covenants and stipulations that may be from time to time framed by such body and further agrees and undertakes to duly bear and pay and discharge all dues and outgoings both of capital or recurring nature

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The Promoters have informed the Purchaser the Promoters have already granted exclusive rights to Durable Trading, Company Private Limited hereinafter referred to as "the Company" (and its successors and assigns) for use of a portion or terrace of one or more of the multi-storied Building/s proposed to be constructed in the complex of "TARANGAN" for the purpose of setting up cell-site/base station with a small attendant room to be constructed for the purpose and to install dish antenna with certain systems and contraption and the Purchaser hereby consents for the aforesaid purpose and undertakes to abide by such consent and shall for such purpose allow any agent/s, representative/s or employee/s of the said Company to carry out work and to enter into the said Building and shall not demand any compensation/rebate in respect of or on account thereof and shall not raise any obstruction or interfere with the rights, powers and authorities of the Company. If however, any rates, charges or local taxes or any other levies levied by the Government or any other concerned authorities become payable for the aforesaid user of the terrace by the Company the same shall be borne and shall however be not liable to pay any outgoings of any nature including the proportionate ground rent or maintenance charges for retention of the use of terrace. The Company shall be entitled to become members of the Corporate Body with full voting powers by virtue of their right in respect of the said terrace. The Transfer Deed/s to be executed in favour of the Corporate Body shall contain necessary covenant in that behalf.



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in this behalf. It is expressly agreed and declared that the Promoters shall at all times hereafter including after the transfer of the Development Lands to the Corporate Body/Apex Body be at liberty and fully entitled to nominate any person/s (be he/she/they/it holder/s of premises in any other property in the vicinity or proximity as aforesaid) as constituent/s of such body with full right to use and enjoy all the facilities of the Club House subject however to such person/s subscribing to the membership of such body and agreeing and undertaking to abide by all the terms covenants and stipulations that may be framed by such body and to pay and discharge all dues and outgoings both of capital or recurring nature in that behalf. The Purchaser irrevocably consents to the aforesaid and agrees and undertakes not to do or omit to do any act deed matter or which would in any manner interfere or cause hindrance or thing affect the aforesaid rights of the Promoters and/or all person/s claiming under or through them.

- (iii) All aspects or matters whatsoever relating or incidental howsoever to the Recreational Facilities shall be decided and regulated or governed by the constitution and/or bye-laws rules and regulations prevailing for the time being of such body PROVIDED that in the first instance such rules and regulations shall be such as may be drawn up by the Promoters and the Purchaser shall not raise any objection whatsoever in this behalf.

15(A) The Promoters shall execute one or more Transfer Deed/s as circumstances may demand in favour of one or more Corporate Body/s, which shall be in the form as may be approved by the Advocates of the Promoters. Such Transfer Deed/s shall be executed only after the completion of the Complex 'Tarangan' in every respect and after all the different premises comprising therein are sold and/or disposed of by the Promoters. The Promoters may, however, in their sole discretion handover and/or entrust, the management maintenance or otherwise control or regulation of the affairs of the said Building to the Corporate Body, if formed or to the Adhoc Committee to be formed of all the purchasers of premises in the said Building but only after the Promoters have received all the dues payable to them by all the purchasers of different premises therein.



- 15(B) (i) The Development Lands including the said Building subject however to any modification and/or amendments to be made hereafter, is intended to be laid out in accordance with the general scheme applicable to the same and as shown on the layout/s and the common areas and facilities including roads, recreation areas and facilities etc. shown thereon shall enure for the more beneficial use and enjoyment in common with one-another of all the holders for the time being of the various premises comprised in the Development Lands and none of the purchasers of the premises shall have any claim therein and the same shall remain the property joint of all the Corporate Bodies and/or the Apex Body as the case may be.
- 15(C) It is specifically agreed and declared that the final Transfer Deed/s in favour of the Corporate Body shall contain, such covenants as may be necessary in the circumstances of the case It shall inter alia contain :-
- (i) a declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises.
  - (ii) A Declaration that the Promoters shall have unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the Development Lands (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said layout.
16. In the event of the Corporate Body being formed or registered before the sale or disposal by the Promoters of all the premises in the said Building or before the construction of additional storeys which may be constructed by the Promoters thereon, the powers and authorities of the Corporate Body and the purchasers of the other premises in the said Building shall be subject to

the overall control of the Promoters in respect of any of the matters concerning the said Building and the said premises, the construction and completion thereof and all amenities appertaining to the same and in particular the Promoters shall have absolute authority and control as regards the disposal of the unsold premises including premises of which the agreements are cancelled at any stage for some reason or other or the additional premises to be constructed on the said Building as aforesaid and the disposal thereof and all the purchasers of such premises shall be admitted as constituent/s of the Corporate Body having the same rights and benefits and subject to the same obligations as the Purchaser and other constituents of the Corporate Body may be entitled to and without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc. on the basis and in the same proportion as may be payable by the other constituents of the Corporate Body and without payment of any premium or any transfer fees or other consideration of any nature whatsoever and the Purchaser hereby agrees to give consent to admit such purchasers as constituents of the Corporate Body without raising any objection whatsoever. The Promoters shall not be liable to bear or pay any amount or contribution or outgoings to the Corporate Body in respect of such premises save and except only the Municipal Taxes that may be payable in respect of the unsold premises and a token sum of Rs. 200/= (Rupees Two Hundred only) towards outgoings in respect of each unsold flat/premises PROVIDED FURTHER the Promoters shall be entitled to apply for reduction of the Municipal Taxes in respect of such unsold premises on the ground of the same being unoccupied AND FURTHER that in the event of such refund of the Municipal Taxes being made to the Corporate Body then the Promoters shall be entitled to get the same paid over by the Corporate Body and the Purchaser shall not be entitled to raise any objection to the same, and hereby gives his consent to the same.

17. The Advocates for the Promoters shall prepare, engross and approve all documents to be executed in pursuance of this Agreement. All costs, charges and expenses in connection therewith and in formation of the Corporate Body



as well as the entire professional costs of the said Advocates of the Promoters shall be borne and paid by the Corporate Body or proportionately by all the purchasers of premises in the said Building. The Promoters shall not contribute anything towards such expenses. The proportionate share as determined by the Promoters of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand. It is agreed and understood by the Purchaser that whatever payments are made by the Promoters or to be further paid by them in connection with or incidental to this Agreement shall be reimbursed by the Purchaser to the Promoters on demand.

18. All letters, receipts and and/or notices issued by the Promoters and despatched under certificate of posting to the last known address of the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall amply and effectually discharge the Promoters. For this purpose the Purchaser has given the address mentioned in the title of this Agreement.
19. The price herein is based on the present ruling market price as of materials, labour and services. It is expressly agreed between the parties hereto that in the event of the cost of construction of the said Building increasing by more than five per cent by reason of the escalation in the cost of the construction materials, wages of labour, etc., the Promoters shall be entitled to an increment in the consideration to the extent of the increase in the cost of construction as aforesaid as may be certified by the Architect/s of the Promoters, such additional consideration shall be payable proportionately by the Purchaser to the Promoters along with the unpaid balance consideration.
20. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

21. The Purchaser undertakes immediately after execution of this Agreement to lodge the same, for registration with the Sub-Registrar of Assurances at Thane and pay the charges thereof and shall within two days after lodging the same intimate to the Promoters of his having done so together with the date and serial number and receipt number under which the same is lodged for registration.

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

**THE FIRST SCHEDULE :**

(Description of the entire property belonging to the 1st Holder)

ALL THOSE PIECES OR PARCELS of land or ground bearing Final Plot No. 25 and Final Plot No. 31 situate at 1st Pokharan Road (Village Panch Pakhadi) Thane of Town Planning Scheme, Thane No. 1 of 1975 respectively admeasuring 82481.76 square metres and 11,539.30 square metres (which excluding 2485 square metres acquired by the Government from Final Plot No. 31) together admeasuring 94021.06 square metres or thereabout and bounded as follows : On or towards the North partly by Final Plot No. 24 and partly but Pokhran Road No. 1, On or towards the South - partly by Final Plot Nos. 33, 491 & 34, On or towards the East - partly by Service Road and Eastern Express Highway and On or towards the West - by Final Plot Nos. 24, 23 & 30 and shown on the Plan Exhibit 'B1'

**THE SECOND SCHEDULE:**

(Description of the lands under development)

ALL THOSE PIECES OR PARCELS of land under the Final Plot No. 31 admeasuring 11539.30 square metres or thereabouts and part of Final Plot No. 25 admeasuring 47418.70 square metres or thereabouts together admeasuring 58958 square metres or thereabouts (being a portion of the entire property described in the First Schedule hereinabove) earmarked under the Town Planning Scheme for Residential use (Which includes two strips of land one running parallel to the T.P. Service Road in front of the existing factory premises of the Owners and other running between Pokhran Road and the factory premises of the Owners at the rear side of the factory



premises to be kept open to the sky and unbuilt) situate at 1st Pokhran Road, (Village Panch Pakhadi) Thane, of Town Planning Scheme Thane No. 1 of 1975 and bounded as follows and shown hatched in plan Exhibit 'B1'

On or towards North : Balance part of property under Final Plot No. 25

On or towards South : Final Plot No. 32

On or towards East : Final Plot No. 26 and property belonging to MWSSB.

On or towards West : Balance part of property bearing Final Plot No. 25 and beyond that Final Plot No. 30.

#### THE THIRD SCHEDULE

ALL THOSE PIECES OR PARCELS of land hereditaments and premises bearing Original Plot No. 9 admeasuring 60903.5 sq. mtrs. situate at Thane, Pokhran Road No. 1,

On or towards the North by F.P.No.22 & Pokhran Road No.1.

On or towards the South by T.P. Road.

On or towards the East by F.P. No. 24 & 25 (p)

On or towards the West by T.P. road,

#### THE FOURTH SCHEDULE

ALL those pieces and parcels of land hereditaments premises bearing F.P. No. 23 of T.P.S. No. 1 admeasuring 48080 sq. mtrs. or thereabouts as shown in plan annexed here marked Annexure 'B-2' and bounded by -

On or towards the North : by F.P. No.22 & Pokhran Road No. 1.

On or towards the South : by F.P. No. 28, 29 & 30.

On or towards the East : by F.P. No. 24 & 25 (p)

On or towards the West : by T.P. Road.

#### THE FIFTH SCHEDULE

ALL those pieces and parcels of land hereditaments bearing F.P. No. 23 (part) of T.P.S. No. 1 admeasuring 24601.51 sq. mtrs. or thereabouts as hatched in the plan annexed hereto marked Annexure 'B-2' and bounded by :

On or towards the North : by F.P. No. 23(p)

On or towards the South : by F.P. No. 28, 29 & 30

On or towards the East : by F.P. No. 24 & 25 (p)

On or towards the West : by T.P. Road

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SIGNED, SEALED AND DELIVERED by )  
the withinnamed Promoters Messrs )  
KALPATARU SOHAM PROPERTY )  
DEVELOPERS PVT.LTD., in the )  
presence of..... )

For Kalpataru Soham Property Developers Pvt. Ltd

WITNESS : )  
1. V.S. GAWAND. V.S. Gawand )  
2. M. Aliqan )

C. P. Pawar

DIRECTOR /  
Authorised Signatory

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SIGNED, SEALED AND DELIVERED by )  
the withinnamed Purchaser )  
1. Mr. Sanjay Tanardhan Patil )  
2. Mrs. Varada Sanjay Patil )  
& )  
in the presence of..... )

Sudhar J. Patil

Constituted power of attorney  
holder for Mr. Sanjay Tanardhan  
Patil and Mrs. Varada Sanjay  
Patil residing at  
D-22, Gangangin Park  
Kamakhambha Nagar  
P.O. Wagale Industrial Estate  
Thane 400 604

WITNESS : )  
1. V.S. GAWAND. V.S. Gawand )  
2. M. Aliqan )

RECEIPT

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ACKNOWLEDGED to have received heretofore of )  
and from the withinnamed Purchaser the )  
sum of Rs. 100000/- (Rupees One )  
lac only only) by cash/ )  
cheque/draft No 67881 dated 23/8/96 drawn )  
on State Bank of India being )  
the amount of earnest money or deposit )  
to be paid by him to them, the Promoters )

Rs. 100000/-

) of  
lan

Witnesses:  
1. V.S. GAWAND. V.S. Gawand  
2. M. Aliqan

We say Received:  
for KALPATARU SOHAM PROPERTY  
DEVELOPERS PRIVATE LIMITED

C. P. Pawar

DIRECTOR /  
Authorised Signatory.



## EXHIBIT - 'A1'

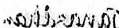
**CRAWFORD BAYLEY & CO.**  
(Registered)  
Solicitors, Advocates & Notaries

State Bank Buildings  
N. G. N. Vadya Marg  
Bombay-400 023.  
Tel. 2663713, 2660699,  
2660910, 2660488, 2665443  
Cable : "LEX Bombay"  
Telex : CBCO IN 118-3931 &  
CBAC IN 118-4598  
Fax : 22-2660355, 2660986

CHP/ZMT

16th November, 1995

Cadbury India Limited  
Cadbury House  
19, Bhulabhai Desai Road  
Bombay.



Dear Sirs,

Property bearing Final Plot Nos. 25 and 31 together admeasuring 94021.06 square metres or thereabouts of Town planning Scheme No.1 of 1975 Thane, situate at 1st Pokharan Road, Village Panchpakhadi, Thane.

1. We have, under your instructions, investigated the title to the property (described in the Schedule hereto) and have caused searches to be taken at the office of the Sub-Registrars at Bandra, Bombay and Thane respectively and at the Talathi's Office at Thane.
2. The property belonging to your Company (formerly known as Cadbury Fry (India) Private Limited) ("the Company") consists of freehold lands (with factory and structures thereon) situate at 1st Pokharan Road, Village Panchpakhadi, in the Registration Sub-District and District of Thane (Maharashtra) ("the said property"). The said property has been included in Town Planning Scheme I of 1975 Thane. Under the said Scheme, Final Plot Nos. 25 and 31 respectively were assigned to the Company's holding. In the said Town Planning Scheme the area of Final Plot No. 25 was ascertained to be 82481.76 square metres and the area of Final Plot No. 31 was ascertained to be 11,539.3 square metres (excluding the area of 2485 square metres which was acquired by Government).
3. Before the Town Planning Scheme was sanctioned by Government, the property of the Company comprised of several pieces or parcels of land and premises bearing the following description in the Revenue Records maintained by the Talathi's Office at Thane.

(A)	<u>Serial No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area Acres-Gunthas-Annas</u>
	1.	182-A	3 Part	0-06-11
	2.	183-A (Part)	--	1-27-12
	3.	183-B	--	1-09-08
	4.	184	1 Part	3-06-10
	5.	185	--	5-24-13
	6.	189	4	0-02-11
	7.	189	6	2-08-10
	8.	190	2	0-25-11
	9.	190	5 Part	0-02-14

<u>Serial No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area Acres-Gunthas-Annas</u>
10.	190	6 Part	0-06-03
11.	207	1 Part	2-10-09
12.	207	3 Part	0-01-07
13.	207	4 Part	0-03-01
14.	208-A	1 Part	0-38-13
15.	208-B	--	0-38-08
16.	208-C Part	--	0-05-11
17.	208-A	7 Part	0-03-10
18.	209	1 Part	0-02-09
Total			19-32-11
			= 95915 square yards.

B)	<u>Serial No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area Acres-Gunthas-Annas</u>
	1.	208-A	2 (Part)	1-20-08
	2.	208-A	4	0-16-12
Total				1-37-04
				= 9347 square yards.

(C)	<u>Serial No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area Acres-Gunthas-Annas</u>
	1.	190	1	0-50-00
	2.	190	3 (Part)	02-38-08
Total				3-3 - 8
				= 14,943 $\frac{1}{2}$ square yards

(D)	<u>Serial No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area Acres-Gunthas-Annas</u>
	1.	189	1	00-11-00
	2.	189	3	00-12-00
	3.	189	5	00-10-08
	4.	189	7	00-04-04
	5.	189	9	00-00-12
Total				00-38-08
				= 4658 $\frac{1}{2}$ square yards

(E)	<u>Serial No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area Acres-Gunthas-Annas</u>
	1.	189	2	00-02-12
	2.	189	2	00-00-12
	3.	190	4	00-06-04
	4.	190	8 (Part)	00-04-08
	5.	190	9	00-05-08
Total				00-19-12
				= 2389.75 square yards

(F)	<u>Serial No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area Acres-Gunthas-Annas</u>
	1.	190	7	0-02- $\frac{1}{2}$
				= 302.50 square yards.



4. Among the title deeds delivered to us are six Conveyances dated 15th March 1962, 8th September 1962, 14th September 1962, 14th September 1962, 20th June 1963 and 20th June 1963 respectively all in favour of the Company. So far as the devolution of title to the said property is concerned, it is observed that the said property has six different roots of title. For the purpose of this report, we have, therefore, grouped the said lands and premises purchased by the Company into six different lots according to the nature of their title and for the sake of - convenience we deal with the position as to title (as it devolved on the Company) in respect of each lot separately.

LOT I This lot comprises lands and premises purchased by the Company from Perin Rashid Jamshed Irani and others, the Proving Executors of the last Will and Testament of Rashid Jamshed Irani (deceased) under Conveyance dated the 15th March 1962.

5. The Searcher's notes of the Sub-Registry records disclosed only one registered document, namely, Conveyance dated the 15th March 1962 from Perin Rashid Jamshed Irani, Sheriar Rustom Ahreshani and Kantilal Nihalchand the Proving Executors of the last Will and Testament of Rashid Jamshed Irani (as Vendors) in favour of the Company (then known as Cadbury Fry (India) Private Limited) as Purchasers). According to the said Conveyance the lands and premises bearing Survey No.182A Hissa No. 3(Part), Survey No. 183-A (Part), Survey 183-B, Survey No. 184, Hissa No.1 (part), Survey No. 185, Survey No. 189 Hissa No. 4, Survey No.189 Hissa No.6, Survey No. 190 Hissa No.2, Survey No. 190 Hissa No.5 (part) Survey No.190 Hissa No. 6 (Part), Survey No. 207 Hissa No.1 (part), Survey No. 207 Hissa No.3 (part), Survey No. 207 Hissa No. 4 (Part), Survey No. 208-A Hissa No.1 (part), Survey No. 208-B, Survey No. 208-C (part), Survey No.208-A Hissa No.7 (part) and Survey No. 209 Hissa No.1 (part) stated to admeasure 95, 915 square yards or thereabouts in the aggregate situate at 1st Pokharan Road, Village Panchpakhadi, Thane and described in the First Schedule thereto was sold and transferred to the Company for the consideration of Rs.481650/-. By the said Conveyance the Vendors covenanted with the Company and their successors and assigns for production to them whenever required in support of their title, the three documents specified in the Second Schedule thereto, namely

- (1) Conveyance dated the 29th April 1929 from Nanabhoy Hormusji Moss the Receiver appointed by the Bombay High Court in favour of Rashid Jamshed Irani.
- (2) Sale Deed dated the 10th May 1929 by Joharmal Dhulaji (Partner and Vahiwatdar of Oka Sarichand Company) to Rashid Jamshed Irani.
- (3) A certified copy of Probate dated the 1st March 1961 granted by the Bombay High Court to Perin Jamshed Irani and others together with a copy of the Will of late Rashid Jamshed Irani dated the 3rd May 1952 annexed to the same.

A plan of the property is annexed to the Conveyance. The said Conveyance was registered with the Sub-Registrar Thane under No.331 of Book No. I on the 24th May 1962 and a copy of the plan accompanying was entered at page 44 of Volume 34 of Supplement Book No.1 Part II. The original Conveyance has been included among the title deeds sent to us. In the extract from the Record of Rights (English translation of which is included among the search notes) the name of the present kabjedar is stated to be "Cadbury Fry



(India) Private Limited". The said Conveyance is 32 years old and may be accepted as a good root of title.

6. It is recited in the said Conveyance that the property comprised in and conveyed by the Proving Executors to the Company originally belonged to the said Rashid Jamshed Irani who died at Bombay on the 21st August 1957 leaving his last Will and Testament dated the 3rd May 1952 whereof he appointed the Proving Executors as his Executors and Trustees. Probate of the Will of the said Rashid Jamshed Irani was granted by the Bombay High Court to the Proving Executors on the 1st March 1961 to have effect throughout the State of Maharashtra. In the course of administration of the estate of the said Rashid Jamshed Irani, the Proving Executors agreed with the Company (then known as Cadbury Fry (India) Private Limited) for the sale to them of the said lands and premises for the price of Rs.481650/-.

LOT II This lot comprises lands purchased by the Company from Jagatram Aroorimal Mehra and others under Conveyance dated the 8th September 1962.

7. The earliest document traced from the records at the Sub-Registry is a Conveyance dated the 8th September 1962 in respect of Survey No.208-A Hissa Nos. 2(part) and 4 admeasuring 1 Acre 37 Gunthas and 4 Annas equivalent to 9347 square yards or thereabouts situate at Village Panchpakhadi, Thane. The said Conveyance is from Jagatram Aroorimal Mehra, Roshanlal Aroorimal Mehra, Chamanlal Aroorimal Mehra, Indravati Wife of Altmaram Mehra and Maheshkumar Altmaram Mehra (a minor by his mother and natural guardian the said Indravati Altmaram Mehra) (as Vendors) in favour of the Company (then known as Cadbury-Fry (India) Private Limited) and was registered with the Sub-Registrar Thane under No. 717 of Book No.1 on the 25th September 1962 and a copy of the Plan annexed to the Conveyance appears to have been entered at page 15 of Volume 36 of Supplement Book No. 1 Part II. The original Conveyance was included among the title deeds produced to us. From the recitals in the said Conveyance executed on the 8th September 1962, we gather that the lands comprised in and conveyed by it originally belonged to one Hirachand Hukamji. On the 14th May 1948 the said Hirachand Hukamji executed a Conveyance in favour of Lala Altmaram Aroorimal Mehra, the said Jagatram Aroorimal Mehra, the said Roshanlal Aroorimal Mehra and the said Chamanlal Aroorimal Mehra. By that document he sold and transferred the said lands more particularly described in the Schedule thereto to the said Lala Altmaram Aroorimal Mehra and others as tenants-in-common (and not as members or coparceners of a joint Hindu Family) for the consideration therein mentioned. The said Conveyance was registered with the Sub-Registrar Thane under No. 3501 of Book No.1 on the 24th February 1949. It is further recited in the said Conveyance that the said Lala Altmaram Aroorimal Mehra died intestate at Delhi on the 26th November 1952 leaving him surviving his widow the said Indravati and three sons Radhamohan, Brijmohan and the said Maheshkumar (the last being a minor aged about 16 years) as his only heirs and next-of-kin according to Hindu law by which he was governed and leaving certain immoveable properties including the said lands. Before the sale of the said lands could be completed in favour of the Company (then known as Cadbury Fry (India) Private Limited) their Vendors were called upon to make a declaration recording the nature of their title to the said lands. Accordingly a Declaration was made by some of the Vendors, namely, Jagatram Aroorimal Mehra, Roshanlal Aroorimal Mehra, Chamanlal Aroorimal Mehra, Indravati Altmaram Mehra and Brijmohan Altmaram Mehra on the 8th September 1962 declaring (inter alia) that the said two major sons of Altmaram, namely, Radhamohan and Brijmohan did not



have any right, title interest claim or demand whatsoever in the said lands at Panchpakhadi, Thane, bearing Survey No.208-A, Hissa Nos. 2(part) and 4. The said Declaration has been registered with the Sub-Registrar of Thane under No.718-B on the 26th September 1962.

8. The certified extract from the Record of Rights in respect of the said lands (English translation of which is included among the search notes) indicates that the name of the Company (then known as Cadbury Fry (India) Private Limited) was mutated in the Record of Rights as the holder or Kabjeddar of the said lands. As a result of the above mentioned dealing under the Conveyance dated the 8th September 1962 (already reported upon in the foregoing paragraph No.7) the said lands comprised in Lot II became legally vested in the Company. The said Conveyance may be accepted as root of title to the lands conveyed thereby.

LOT III This lot comprises lands purchased by the Company from Pandurang Murlidhar Pawar and others under Conveyance dated the 14th September 1962.

9. The only document traced from the records at the Sub-Registry in respect of Survey No. 190 Hissa No.1 and Survey No.190 Hissa No.3 (part) admeasuring 14943½ square yards in the aggregate is a Conveyance dated the 14th September 1962 from (1) Pandurang Murlidhar Pawar (in his individual capacity and as the Karta or Manager of the Joint and Undivided Hindu Family) (2) Ramchandra Murlidhar Pawar (3) Sonabai Anant Pawar (4) Vijaysingh Pandurang Pawar and (5) Ramkrishna Pandurang Pawar ( a minor by his father and natural guardian the said Pandurang Murlidhar Pawar) (all constituting the said joint family as Vendors) in favour of the Company (then known as Cadbury Fry (India) Private Limited) (as Purchasers). By the said Conveyance for the consideration of Rs.78453.37 the said Pandurang Murlidhar Pawar and members of the joint family sold and conveyed to the Company their respective undivided share right title and interest and as the beneficial owners the lands situated at Village Panchpakhadi Thane and bearing Survey No.190 Hissa no.1 admeasuring 5 Gunthas, and Survey No. 190 Hissa no.3 (part) admeasuring 2 Acres 38 Gunthas and 8 annas together admeasuring 3 Acres 3 Gunthas and 8 annas equivalent to 14943½ square yards or thereabouts. A plan of the said lands is stated to have been annexed to the Conveyance. The said Conveyance was registered with the Sub-Registrar of Assurances at Thane, under No. 746 of Book No. 1 on the 12th October 1962 and a copy of the Plan accompanying was entered at page 26 of Volume 36 Supplement Book I Part II. Sub-Registrar's certified copy of the Conveyance has been included among the title deeds sent to us. The said lands have thus vested in the Company and were transferred in the Record of Rights to the name of the Company as the Kabjeddar or holder thereof as evidenced by the certified extract from the Record of Rights (English translation of which is included among the search notes).
10. The devolution of title to the said lands conveyed to the Company appears as recited below. It has been recited in the said Deed that one Murlidhar Nanaji Pawar was during his life time absolutely seized and possessed of the said lands. The said Murlidhar Nanji Pawar was the Karta of his joint Hindu Family consisting of himself, his wife and four sons, Harishchandra, Anant, Pandurang and Ramchandra. The said Murlidhar is stated to have died intestate in the year 1932 leaving him surviving his said four sons as his only heirs according to Hindu Law by which he was governed at the date of his death. The said Harishchandra is stated to have died intestate at Thane in or about the year 1940 leaving him surviving his widow (since deceased) and a daughter Kashibai (since



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married) but no male issues as his only heirs and next-of-kin according to Hindu law. The said Anant is stated to have died intestate at Thane in or about the year 1943 leaving him surviving his wife Sonabai, but no issue.

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11. At the date when the said lands (comprised in Lot III) have purchased by the Company the joint Hindu family of which the said Pandurang Murlidhar Pawar was the Karta or Manager, consisted of the following persons, namely:

- (1) Pandurang Murlidhar Pawar
- (2) Shantabai Wife of Pandurang Pawar
- (3) Vijaysingh Pandurang Pawar
- (4) Ramkrishna Pandurang Pawar
- (5) Ramchandra Murlidhar Pawar
- (6) Sulochana wife of Vijaysingh Pandurang Pawar  
and
- (7) Sonabai widow of Anant Murlidhar Pawar

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12. The resulting position is that the lands comprised in Lot III became legally vested on the 14th September 1962 in the Company absolutely. The said Conveyance may be accepted as root of title to the lands conveyed thereby.

LOT IV This lot comprises lands purchased by the Company from Anant Gopal Mankame under Conveyance dated the 14th September 1962.

13. The only registered dealing traced from the Sub-Registry records in respect of Survey No.189 Hissa Nos. 1, 3, 5, 7 and 9 at Village Panchpakhadi, Thane is a Conveyance dated the 14th September 1962 from Anant Gopal Mankame (as Vendor) in favour of the Company (then known as Cadbury Fry (India) Private Limited) (as Purchaser) whereby the said lands stated to admeasure 38 Gunthas and 8 annas equivalent to 4658½ square yards or thereabouts and described in the Schedule thereto were for the consideration of Rs.24457.13P. conveyed and transferred to the Company. The lands conveyed by the said Conveyance is stated to have been identified by means of a plan annexed thereto. The said conveyance was registered with the Sub-Registrar Thane, under No.745 of Book No. I on the 11th October 1962 and a copy of the Plan accompanying was entered at page 25 of Volume 36 of Supplement Book I Part II. The Sub-Registrar's certified copy of the Conveyance was included among the title deeds sent to us. In the extract from the Record of Rights (an English translation of which is included among the search notes) the name of the Kabjedar or holder is stated to be the Company (then known as Cadbury Fry (India) Private Limited). The said Conveyance may be accepted as root of title to the lands conveyed thereby.

LOT V This lot comprises lands purchased by the Company from Narayan Rama Ghosalkar under Conveyance dated the 20th June 1963.

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14. The earliest document traced from the records at the Sub-Registry is a Conveyance dated the 20th June 1963. By the said Conveyance Narayan Rama Ghosalkar sold and conveyed to the Company (then known as Cadbury Fry (India) Private Limited) lands bearing Survey No.189 Hissa Nos. 2 and 8 and Survey No. 190 Hissa Nos. 4, 8 (part) and 9 together admeasuring 19 gunthas and 12 annas equivalent to 2389.75 square yards or therabouts



for the price of Rs. 14338.50p. The said Conveyance was registered with the Sub-Registrar Thane, under No. 609 of Book No. I on the 8th October 1963 while a copy of the plan accompanying it was entered at page 25 of Volume 36 of Supplement Book I Part II. Sub-Registrar's certified copy of the Conveyance has been included among the title deeds sent to us. In the extract from the Record of Rights (an English transaction of which is included among the search notes) the name of the Kabjedar or holder is stated to be Cadbury-Fry (India) Private Limited. The said Conveyance may be accepted as root of title to the lands conveyed thereby. The said Conveyance does not set out the devolution of title to the said lands. The said Narayan Rama Ghosalkar, his wife Laxmibai and his son Krishnakumar, however, made a Joint Declaration on the 20th June 1963, before Taluka Magistrate, Thane, setting out therein the full facts regarding the devolution of the title to the said lands. The said Joint Declaration has been registered with the Sub-Registrar Thane, under No.610-B of Book No. I on the 8th October 1963.

15. The devolution as set out by the Declarants in the said Joint Declaration is as under:

- (i) The said lands bearing Survey No. 189 Hissa Nos. 2 and 8 and Survey No. 190, Hissa Nos. 4, 8 (part) and 9 (along with other lands) at Village Panchpakhadi, Thane were in the possession and enjoyment of one Rama Appa Ghosalkar.
- (ii) By registered Conveyance dated the 8th August 1928 the said Rama Appa Ghosalkar inter alia conveyed the said lands to his sons Narayan Rama and Damodar Rama (then a minor by his brother and guardian the said Narayan Rama).
- (iii) The said lands were the self-acquired property of the said Narayan Rama he having purchased the same in the year 1928 by his self earned moneys and that he was not joint with anyone and that no one else had any interest in the said lands.
- (iv) His father the said Rama Appa Ghosalkar is stated to have died intestate in the year 1942 leaving him surviving his wife Jankibai and two sons Narayan Rama and Damodar Rama.
- (v) The said Damodar Rama is stated to have died in the year 1947 leaving him surviving his wife, Laxmibai and a minor son then aged three months.
- (vi) The said Laxmibai is stated to have left the matrimonial home with her minor child and re-married and her whereabouts were not known.

The said Declaration has been registered with the Sub-Registrar Thane on the 8th October 1963 under No.610-B of Book No. I.

LOT VI This lot comprises lands purchased by the Company from Mahadeo Gopal Patil under Conveyance dated the 20th June 1963.

16. According to the registered documents disclosed by a search of the Sub-Registry records, by a Conveyance dated the 20th June 1963 (and registered with the Sub-Registrar Thane under No. 611 of Book No. I on the 8th October 1963) for the consideration therein

mentioned Mahadeo Gopal Patil sold and transferred lands bearing Survey No. 190 Hissa No. 7 admeasuring 302.50 square yards or thereabouts situate at Panchpakhadi Thane to the Company (then known as Cadbury Fry (India) Private Limited). Sub-Registrar's certified copy of the Conveyance was included among the title deeds sent to us. According to the certified extract from the Record of Rights the name of Cadbury-Fry (India) Private Limited was inserted in the Record of Rights as Kabjedar or holder of Survey No. 190 Hissa no. 7. The said Conveyance may be accepted as root of title to the lands conveyed thereby.

17. We find that as a result of the above mentioned six dealings under Conveyances dated the 15th March 1962, the 8th September 1962, the 14th September 1962, the 14th September 1962, the 20th June 1963 and the 20th June 1963 respectively the said property comprised in Lot I, Lot II, Lot III, Lot IV, Lot V and Lot VI aforesaid became legally vested in the Company.
18. The name of Cadbury Fry (India) Private Limited was changed to Cadbury India (Private) Limited on the 7th June 1977 which was changed to Cadbury India Limited on the 18th June 1977 and further changed to Hindustan Cocoa Products Limited on the 17th December 1982 and finally changed to Cadbury India Limited as is evidenced by the Certificate of Change of Name No.11-6457 dated the 1st December 1989 issued by the Registrar of Companies, Maharashtra State, Bombay. (Xerox copies whereof were produced to us).
19. On account of zonal line segregating the industrial/commercial Zone from the residential zone, as per the proposed Development Plan for Thane under Reference No. TMC/COM/TDA/DP/38 dated the 19th December 1991 the said property admeasuring 94021.06 square metres or thereabouts (and described in the Schedule hereto) stands notinally subdivided (without any physical sub-division by metes and bounds) into two plots, one for Residential purposes (which admeasures 58958 square metres or thereabouts) and the other for industrial purpose (which admeasures 35063.06 square metres or thereabouts).
20. The Deputy Collector and Competent Authority Thane Urban Agglomeration and 8 km peripheral area of Greater Bombay by his revised Order No.ULC/TA/Thane/SR-546 dated the 11th November 1992 under Section 8(4) of the Urban Land (Ceiling And Regulation Act, 1976 has held that the entire land holding of the Company under Final Plot Nos 25 and 31 is non-vacant but subsequently by final Order No. ULC/TA/Thane/SR 546 dated the 29th October 1994 the Deputy Collector and Competent Authority declared an area of 2030.53 square metres as surplus vacant land and the remaining lands as non-vacant lands available for redevelopment.
21. By Agreement dated the 26th February 1993 ("the Principal Agreement") as varied and modified by Supplemental Agreement dated the 9th January 1995 and made between the Company of the one part and Kalpataru Soham Property Developers Private Limited ("the Developers") of the other part, the Company for the consideration therein mentioned have authorised the Developers to develop (on behalf of the Company) lands comprising the whole of Final plot No. 31 and a part of Final Plot No. 25 which together admeasure 58958 square metres or thereabouts ("the lands under development") and described in the Second Schedule to the Principal Agreement dated the 26th February 1993 forming part of the said property admeasuring 94021.06 square metres or thereabouts (described



in the First Schedule thereto as also in the Schedule hereto) in phased manner and have granted leave and licence to the Developers to enter into and upon the lands under development with liberty to the Developers to construct at their costs roads infrastructure and facilities and buildings and structures thereon for residential commercial and other permissible uses consuming FSI of 5326525 square feet approximately or such other FSI as may be available in respect of the lands under development in accordance with the plans and specifications as may be sanctioned by the authorities or bodies concerned and to sell the premises in the buildings to be constructed on what is popularly known as "Ownership basis" and have conferred upon the Developers rights authorities and powers to develop the lands under development (described in the Second Schedule to the Principal Agreement).

22. The searches caused to be taken by us at the Sub-Registries of Bombay, Bandra and Thane do not reveal any further registered dealings or incumbrances on the said property. We, however, observe that the name of the Company "Cadbury India Limited" have not been brought on the revenue records maintained by the Talathi's office at Thane and the Company should take necessary steps in that behalf.
23. We have investigated the title of the Company to the said property (described in the Schedule hereto) and have perused the title deeds and other papers produced to us and certify that, in our opinion, the title of the Company to the said property is clear, marketable and free from incumbrances.

#### Schedule

ALL THOSE pieces or parcels of lands or grounds bearing Final Plot No. 25 and final Plot No. 31 situate at 1st Pokharan Road (Village Panchpakhadi) Thane of Town Planning Scheme, Thane No. 1 of 1975 respectively admeasuring 82481.76 square metres and 11,539.30 square metres (which excluding 2485 square metres acquired by the Government from Final Plot No. 31) together admeasuring 94,021.06 square metres or thereabouts and bounded as follows : On or towards the North partly by Final Plot No. 24 and partly by Pokharan road No. 1, On or towards the South partly by final Plot Nos. 33, 491 & 34 on or towards the east partly by Service Road and Eastern Express Highway and On or towards the West by Final Plot Nos. 24, 23 & 30.

Yours faithfully,

Sd/-

For CRAWFORD BAYLEY & CO.

EXHIBIT 'A2'**PURNANAND & CO.**

(REGD.)  
ADVOCATES, SOLICITORS & NOTARY

Bombay Office:  
FORT CHAMBERS 'C'  
65, TAMARIND LANE  
FORT, BOMBAY-400 023  
PHONE : 265 0893 / 265 0945

Bombay, February 19, 1996  
Ref. No. M/206

To  
Kalpataru Soham Property,  
Developers Pvt. Ltd.

Dear Sirs,

Re: Investigation of titles of United Wire Rope Ltd. in respect of land bearing final Plot No.23 (p) of TPS I of Thane admeasuring 24601.06 sq. mtrs. or thereabout.

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At your request we have investigated the title of United Wire Ropes Ltd. (hereinafter referred to as "the Company") in respect of the above property.

We have caused searches to be taken of the records of the Registrar of Assurances at Bombay as well as at Thane for the last 30 years. We have also persued the Certified true copies of the title deeds. We have also caused a public notice to be issued in the news papers and invited claims if any, in respect of the above property.

The said Company was seized and possessed of and/or otherwise well and sufficiently entitled to various places of land. The said lands were covered under the Town Planning Scheme No.1 (TPS I), Thane and were given the original plot No.9. As per the final TPS I, Thane, which has been sanctioned by State Government and came into force, the Company was allotted final plot No.23 in lieu of the original Plot No. 9.



Section 88 of the Maharashtra Regional and Town Planning Act, 1966 provides as under :-

"On an after the day on which a final scheme comes into force:

- (a) .....
- (b) all rights in the original plots which have been reconstituted shall determine and the reconstituted plots shall become subject to the rights settled by Arbitrator;
- (c) .....

The Arbitrator under the Town planning allotted final Plot No. 23 to the Company without any encumbrance; accordingly the Company became entitled to the said final plot No.23 admeasuring 48080 sq. mtrs.

The Company has availed of various facilities from Bank of India and Canara Bank and, as a security for the repayment thereof alongwith interest, deposited the original title deeds in respect of the entire property now bearing Final Plot No. 23 of the TPS No.1 with the Bank of India, who were acting as lead Institution.

The Company became a sick company in accordance with the provisions of sick Industrial Companies (Special provisions) 1985. The Company presented a Scheme of revival to the Board of Industrial and Financial Reconstruction (BIFR), which was duly sanctioned by the BIFR, by its Order dated 24-3-94. As per the Scheme sanctioned by BIFR, the Company was inter alia permitted to sell part of the final plot no. 23 of the TPS No. 1 admeasuring 24660.1 sq. mtrs. or thereabout and deposit the sale proceeds thereof with Bank of India, Bombay main Branch.

After obtaining necessary consent from the said Bank, by an Agreement dated 16-4-95 the Company agreed to sell the above property to you at the price and upon the terms and condition therein mentioned.

Pursuant to the said Agreement, you, from time to time, deposited the entire consideration of Rs. 3 crore with Bank of India. Bank of India by their letter dated 10th November, 1991 addressed to the Company and copy thereof marked entire copy thereof marked to you, confirmed the receipt of Rs. 3 crores being the entire consideration payable by you and released the Bank's charge on the above property agreed to be sold to you. By the said letter Bank of India further confirmed that the other consortium bank, Canara Bank, also conveyed its concurrence to release the charge. By the said letter Bank of India stated that the Bank shall continue its charge on the remaining portion of the said plot along with other assets of the Company for the balance amount and as such agreed to furnish certified copies of the title relating on the above property which are common with the remaining property retained by the Company. Bank of India further agreed to file necessary forms with the Registrar of Company, for modifying the charge created in favour of the bank.

The Company filed necessary returns under the provisions of Urban Land (ceiling & regulation) Act 1976. By an Order dated 16-3-94 and modified by the Order dated 27-9-95 passed u/s. B(4), by the Additional Collection and Competent Authority inter alia declared that the above property agreed to be sold by the Company to you is within the ceiling limit.

By Supplementary Agreement dated 21st November, 1994 made between the Company and yourselves, lodged for registration with the Sub-Registrar of Assurances at Thane Vide Serial No.1601/95 on 20-2-1995, the Company inter alia put you in possession of the above property in part Performance of the Agreement.

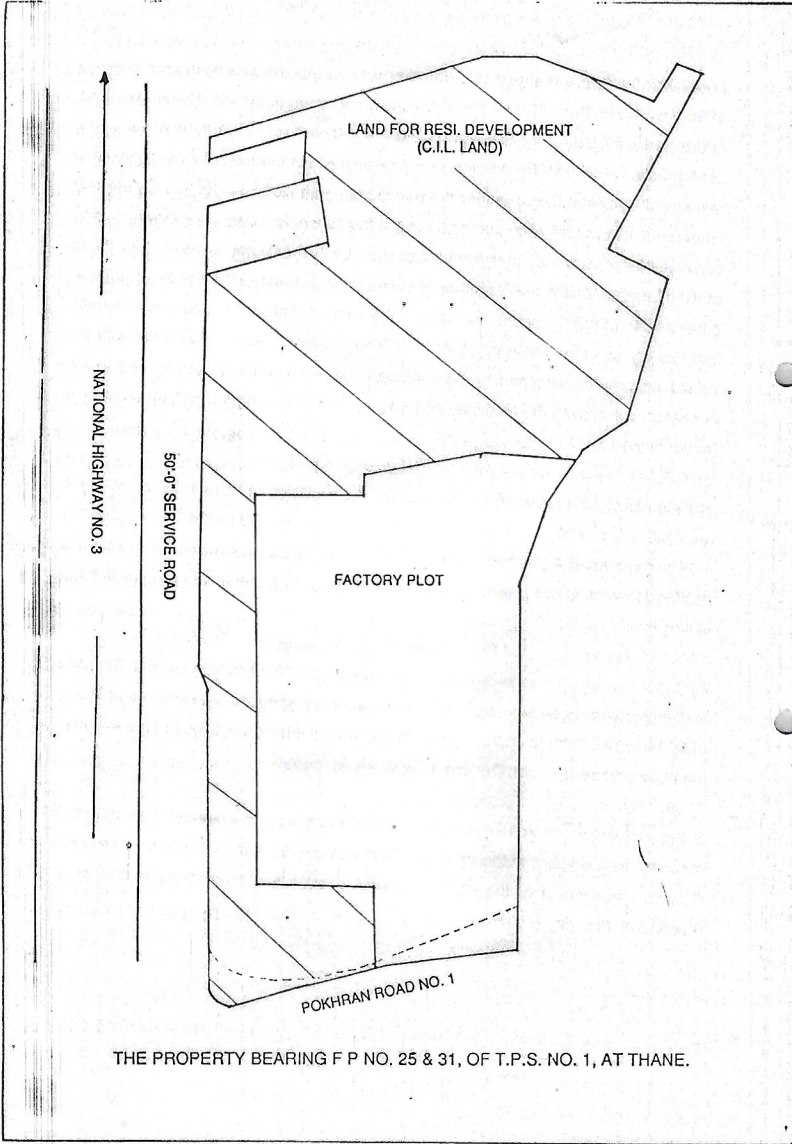
Subject to what is stated herein and the correctness of the declaration/representation made by the Company in the Agreement entered into by them with you the title of the Company in respect of the above property is clear and marketable free from all reasonable doubts.

Dated this 19th day of February, 1996.

Sd/  
For PURNANAND & CO.

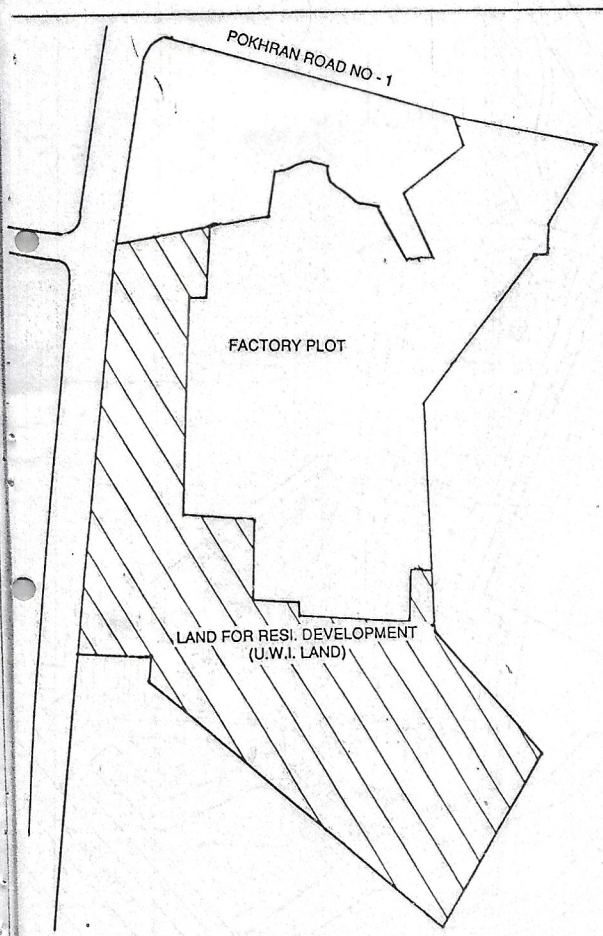


EXHIBIT - 'B1'



THE PROPERTY BEARING F P NO. 25 & 31, OF T.P.S. NO. 1, AT THANE.

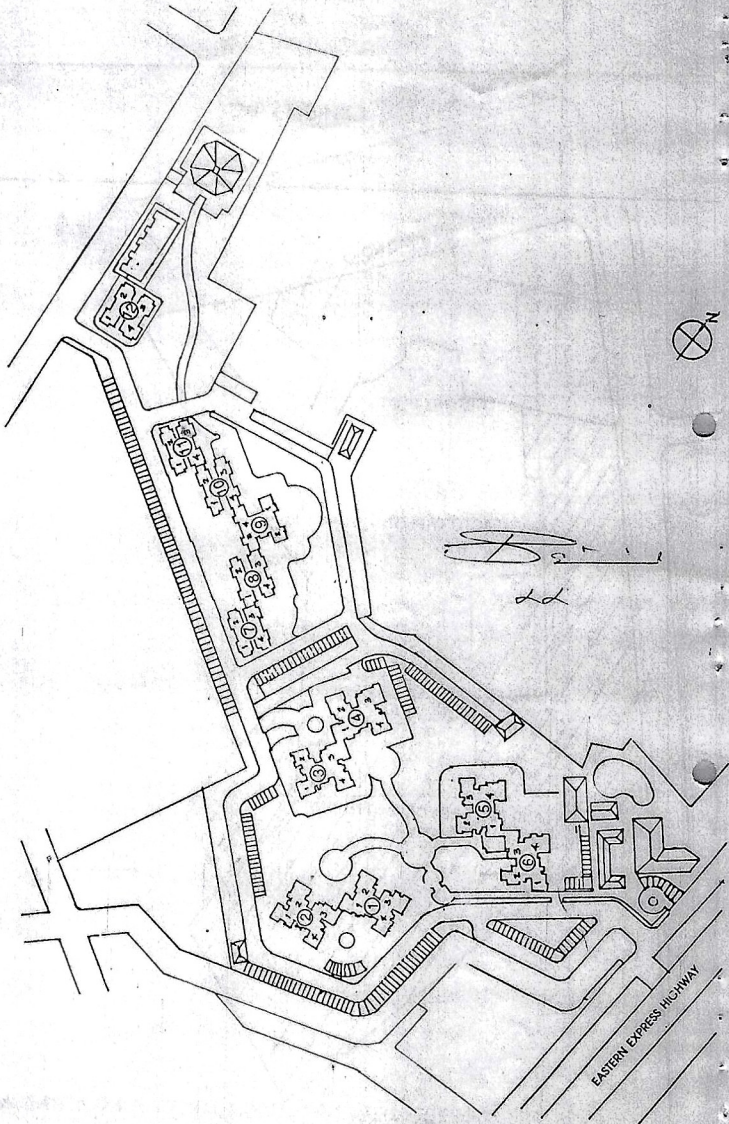
EXHIBIT - 'B2'

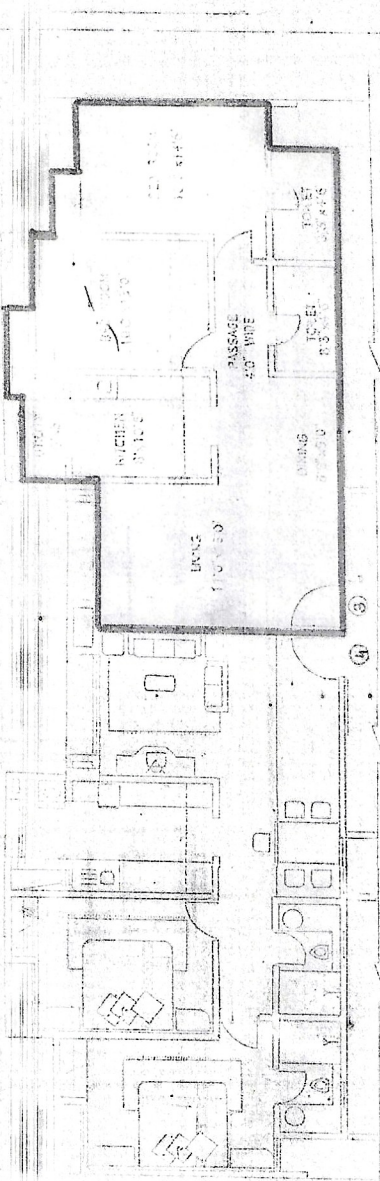


THE PROPERTY BEARING F.P. NO. 23 OF T.P.S. NO. 1, AT THANE



EXHIBIT - 'C'



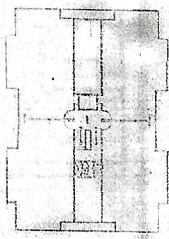


For Kalyana Road, 1977, Hyderabad, A.P.

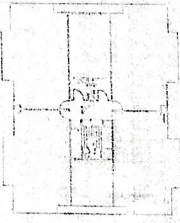
*Chowdhury*

Director

TYPICAL FLATS PLAN



BLOCK PLAN

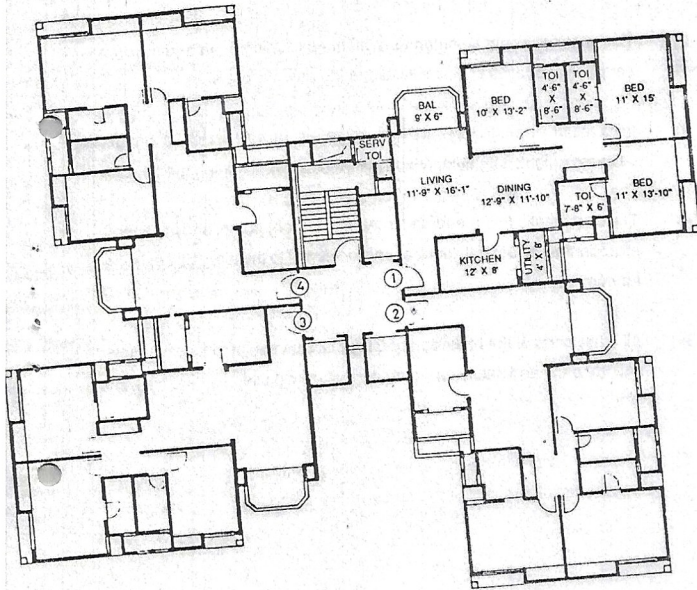


BLOCK PLAN

*22*  
*[Signature]*



EXHIBIT - 'D'



TYPICAL FLOOR PLAN  
BLDG. NOS. 1 TO 6

Proposed plan of Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in Building No. \_\_\_\_\_ at Tarangan  
agreed to be acquired by the Party of the Second part as shown in the red colour.

EXHIBIT 'E'

The nature, extent and description of the common/limited restricted areas and facilities are broadly:

A. Appurtenant to the said Residential Building

- 1) Entrance, foyers, lobbies, stairs, lift well, lift machine room and driveway.
- 2) The common toilet, common terrace, but excluding open and covered car parking spaces specifically allotted to any Allottee/s.
- 3) Installation of central services, such as lift, power, water, drainage, sewerage, light, TV cable, telephone lines, intercom lines. etc.
- 4) The water tanks (overhead/underground/suction) pump, and in general all apparatus and installations of and incidental to the aforesaid existing for common use.
- 5) All other parts of the building necessary or convenient to its existence, maintenance and safety, or normally in common use.



EXHIBIT 'F'AMENITIESGENERAL

- Well designed entrance lobby
- Automatic passenger lift/lifts
- Marble flooring in living room and bed rooms
- Central TV Antenna
- Telephone points in each rooms

KITCHEN

- Granite/Marble flooring
- Storage water heater
- Exhaust Fan
- Granite platform with S.S. Sink

ELECTRICALS

- Intercom system connecting all flats to the security office and flat to flat.
- Concealed electrical wiring with copper conductors.
- Miniature circuit breakers
- Automatic passage light synchronized with the opening of the main door.
- 15 Amp. AC plug in bedrooms
- Servants call bell system.

TOILETS

- Granite/Marble flooring
- Glazed tiled dado upto door height
- Storage water heater
- Concealed water supply
- Superior quality sanitary fixtures
- Exhaust fan.