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नोंदणी क्र. 39म

Regn. 39M

पावती क्र.: 15613 दिनांक: 13/12/2022

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: वसड1-0-2022

दस्तऐवजाचा प्रकार: शैव्या इन्फोटे

सादर करणाऱ्याचे नाव: दिक्कर डी नाईक

वर्णन दस्त क्र.4481/94 पाने 49 एक प्रत

दासताचे परत

₹. 245.00

एकूण:

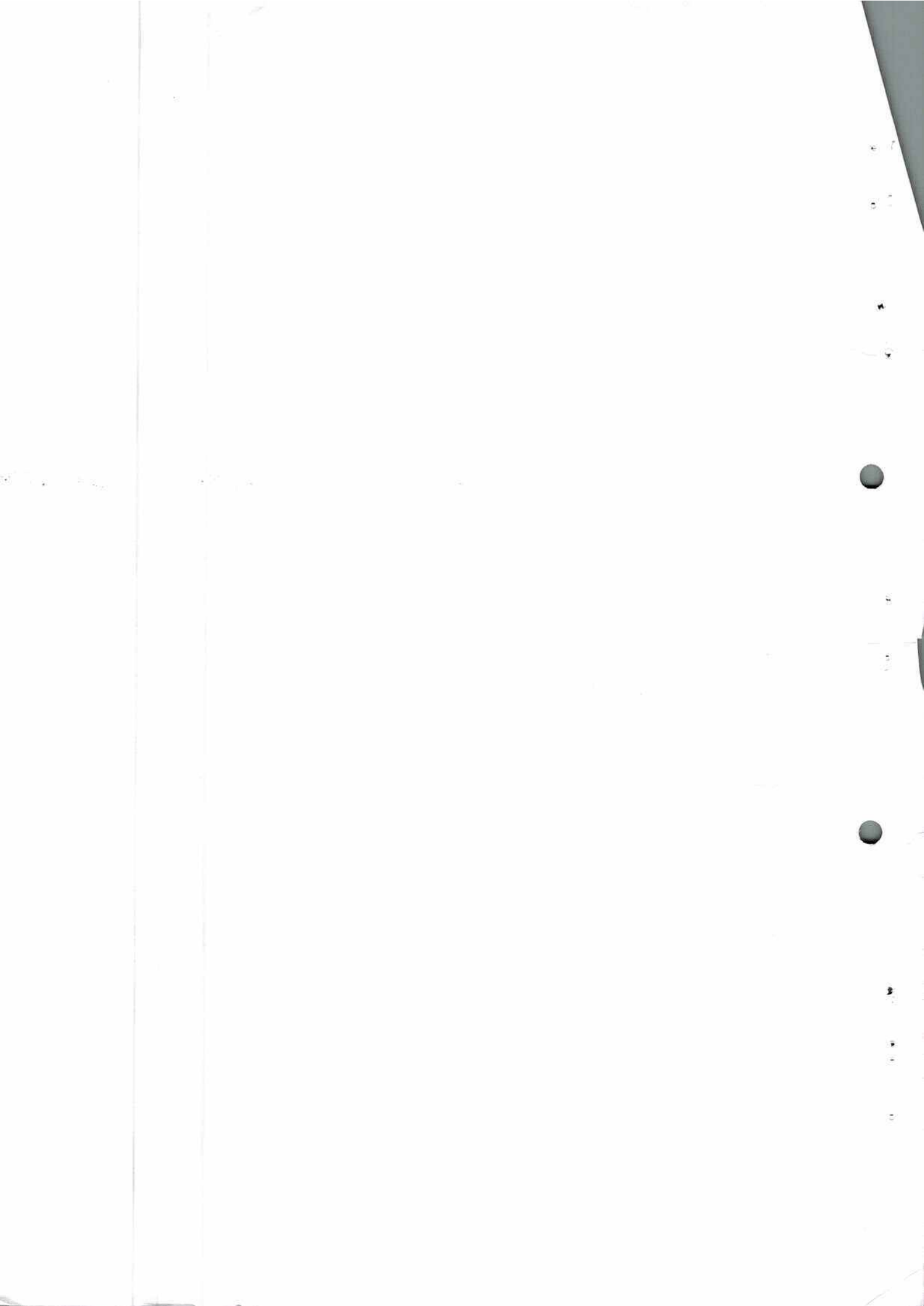
₹. 245.00

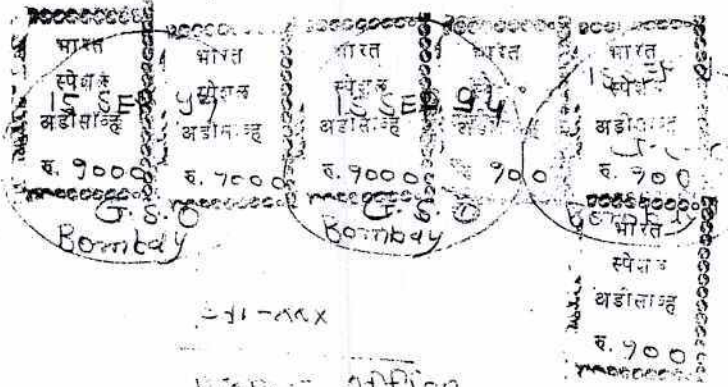
Sub Registrar Vasai 1

1); देयकाचा प्रकार: eChallan रक्कम: ₹.245/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012057392202223E दिनांक: 13/12/2022

बँकेचे नाव व पत्ता:





21-11-94

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एकूण मुद्रांक शुल्क रु. 3,600/-

Residential purpose only

ARTICLES OF AGREEMENT MADE AND ENTERED at Bombay this 15 day of SEP 1994 BETWEEN RENUKA BUILDERS AND DEVELOPERS PVT.LTD., a company registered under the Companies Act 1 of 1956 and having its registered office at 11, Vora Palace, next to Dena bank, M.G.Road Kandivli (west) Bombay 400067 herein referred to as "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART, AND

Bouraya Transport Pvt Ltd

Indian Inhabitant/s herein referred to as "THE PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof include his/her/ their heirs executors, administrators and permitted assigns) of the OTHER PART.

W H E R E A S

1. Various land owners in the villages of Achole and Manickpur Taluka Bassein District Thane whose names are set out in coloum 2 of the table given in the First schedule hereunder written have by diverse Agreements for Sale mentioned in colum 6 of the said table agreed to sell and/or sold the pieces of land respectively belonging to them as set out opposite their respective names in colums 4,5, and 6 of the said table to one Rakesh Kumar Wadhawan (herein referred to as "R.K.Wadhawan"). The pieces of land mentioned in the table given in First Schedule hereunder written are herein referred to as 'the said pieces of land' or 'the said Property'.

2. R.K.Wadhwan has obtained vacant possession of the said pieces of land from the respective owners thereof.
3. The said pieces of land are converted to non agricultural use vide order No.Revenue/Section I/Desk/9/NAP/Sr/13/91 dated 4-6-1992.
4. R.K.Wadhwan had requested the Special Town Planning Authority of Bassein Taluka viz : City and Industrial Development Corporation of Maharashtra Ltd (CIDCO) which is appointed the authority under the provisions of the Maharashtra Regional and Town Planning Act 1966 to give permission for carrying out development work in Bassein Taluka and to give to him permission for development inter alia of the said pieces of land. CIDCO vide its letter No.CIDCO/VVER/ZCC/126/412/F619 dated 10 th october 1990 informed R.K.Wadhwan that the approval of lay out inter alia in respect of the said pieces of land could not be granted.
5. The said order of CIDCO as contained in the said letter of 10th october 1990 was chellanged by R.K.Wadhwan before the Hon'ble Minister for Urban Development Government of Maharashtra, Mantralaya, Bombay 400032 by way of Appeal under section 47 of the Maharashtra Regional and Town Planning Act 1966 being appeal No.TPS/1290/215/CR 219/90/UD/12.
6. The Hon 'ble Minister for Urban Development by his order dated 15th July 1991 allowed the said Appeal and directed CIDCO to consider and dispose of the application made by R.K.Wadhwan for grant of development of permission in respect inter alia of the said pieces of land on the basis of the detail plans to be submitted Sectorwise by R.K.Wadhwan and CIDCO was directed to give such approval within 2 months from the date of submission of such Sectorwise plans by R.K.Wadhwan.
7. R.K.Wadhwan accordingly prepared Sectorwise plans in respect of the lands comprised in the said Order (which include the said pieces of land). As per the said sectorwise plans the lands comprised in the said Order are divided into four sectors being Sectors A,B,C and D.
8. The said pieces of land purchased and/or agreed to be purchased by R.K.Wadhwan from the Owners whose names are set out in the First Schedule hereunder written as aforesaid constitute two sectors viz; Sectors C and D.
9. CIDCO vide its letter dated 6th september 1991 bearing No.CIDCO/VVSR/BP/ZCC-20/826 inter alia communicated to R.K.Wadhwan that the required approval of lay out in respect of the lands comprised in the said order dated 15th July 1991 passed by the Hon 'ble Minister of Urban Development as aforesaid were granted along with the commencement certificate required under Section 45 (1-1) of the Maharashtra Regional and Town Planning Act 1966 and set of plans duly approved and signed (in token of approval thereof) by CIDCO in respect of the lands comprised in the said order as aforesaid were forwarded to R.K.Wadhwan.
10. Commencement Certificate in respect of buildings approved along with the said approval of lay out as aforesaid was also issued by CIDCO as required under the said order in appeal dated 15th July 1991 passed by the Hon'ble Minister of state Government under No. TPS.1290/215/CR 219/90/UD 12. The said commencement certificate having No. CIDCO/VVSR/BD/ZCC - 20/112020.



11. The said pieces of land i.e. the lands comprised in the Sectors "C & D" as aforesaid are located outside 8 km. peripheral area of Bombay Urban Agglomeration as mentioned in the Urban Land (Ceiling and Regulations) Act, 1976 as communicated to R.K. Wadhwan by the Tahasildar Vasal, by his letter dated 6th July, 1991.
12. The total floor Space Index (FSI) available in respect of the said Pieces of Lands comprised in the said Sector "C & D" is (a) 19,48,418.60 sq.ft. and (b) 2,63,766 sq.ft. for the amenities plots comprised therein.
13. The building plans utilising the FSI of 19,48,418.60 sq.ft. are duly approved by CIDCO while the building plans by utilising the FSI of 2,63,766 sq.ft., will be got approved from CIDCO hereafter.
14. R.K. Wadhwan in his turn agreed to sell the said pieces of land to Dewan Investments Pvt. Ltd., a company incorporated under the Companies Act of 1956 and having its registered office on the second floor, Warden House, Sir. P.M. Road, Bombay 400 001 (herein referred to as "Diwan Investment") and Diwan Investment accordingly became entitled to the benefits of all the permissions obtained from the Authorities concerned by R.K. Wadhwan in respect of the said pieces of land.
15. By and under an Agreement dated 7th July 1992 made between Dewan Investment as the Vendors of the First Part, R.K. Wadhwan as the Confirming Party of the Second Part and the Developers herein as "the Builders" of the third Part Dewan Investment agreed to sell to the Developers the said pieces of land.
16. The Building plans for construction of Buildings utilising FSI of 19,48,418.60 Sq.ft., are duly approved by CIDCO as aforesaid and the approval of CIDCO to the building plans utilising the Floor Space Index (FSI) OF 2,63,766 Sq. Ft. available in respect of the amenities plots comprised in the said pieces of land shall be obtained hereafter as aforesaid :
17. As per the said lay out plan in respect of the said pieces of land approved by CIDCO as aforesaid and as at present envisaged total number of..... buildings are to be constructed on the said pieces of land utilising the Floor Space Index (FSI) of 19,48,418.60 sq.ft., as per the locations thereof as shown on the layout plan in respect of the said pieces of land and further buildings as may be approved by CIDCO will also be constructed on the said pieces of land by utilising the Floor Space Index (FSI) of 2,63,766 sq.ft., available in respect of amenities plot comprised in the said pieces of land.
18. The Developers have for the sake of coneyance have laid out th said pieces of land into ten Sectors being Sectors 1,2,3,4,5,6,7,8,9 and 10.
19. The Developers have indicated to the Purchaser and the Purchaser is aware that the Developers will develop the said pieces of land in a phased manner as per the said lay out plan as approved of CIDCO as a fore said (with such modifications there to as the Developers may from time to time determine and as may be approved by the concerned Authorities) and the detailed programme of such phased developement will also be determined by the Developers from time to time absolutely at their discretion.
20. The Developers have given identifying names to the said Buildings (to be



constructed by utilising the FSI of 19,48,418.60 sq.ft.) (herein referred to as 'the said Buildings').

21. The Developers are entitled to sell on ownership basis flats/shops/carparking space/garages and other premises in the said Buildings to be constructed on the said Property.
22. The Purchaser has seen the lay out plan of the said Property showing the locations of the said Buildings as also the Building plans in respect of the said Buildings.
23. At the request of the Purchaser the Developers have agreed to allot on ownership basis flat/shops No. 201 on the 2nd floor in wing B of the Building known as 'Karee' and located in Sector No. 11.
24. The Purchaser has demanded from the Developers and the Developers have given inspection of documents relating to the Sector on which the said Building 'Karee' is to be constructed, the plans designs and other documents as are specified under the Maharashtra ownership Flats (Regulations of the promotion of construction, sale Management and Transfer) Act, 1963 (herein referred to as " the said Act ") and the Rules made thereunder.
25. Copies of the certificate of title issued by M/S Kirit N. Damania & Co., Advocates and Solicitors for the Developers in respect of Land comprising in Sector No. 11, copies of plans and specifications in respects of the said Building in which the premises agreed to be purchased are to be located and the revenue extracts in respective of the lands comprised in the said Sector No. 11 are hereto annexed and marked ANNEXURES "A, B & C.
26. The Developers are entering into separate Agreements with several other persons and parties for sale of flats/shops/carparking spaces/garages and other premises in the said Buildings.

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

1. The Developers will construct various Buildings on the pieces of land situate at village Achole and Manickpur and particulars are given in the First Schedule hereunder written, according to the said lay out in respect of the said Property as approved by CIDCO and as per the Building plans sanctioned by CIDCO as aforesaid, and as may be modified and amended by the Developers from time to time with the approval of the concerned Authorities.
2. The said Property shall be developed by the Developers in a phased manner as may be determined by the Developers as mentioned in the foregoing Recitals.
3. Buildings to be constructed on the said Property by utilising FSI as aforesaid of 19,48,418.60 sq.ft. are herein referred to as "the said Buildings " .
4. The Developers have informed the Purchaser and the Purchaser is aware that the Developers propose to develop the said Property inter alia by construction thereon of various Buildings i.e. the said buildings (utilising therein the Floor Space Index



(FSI) of 19,48,418.60 sq.ft. as per the lay out in respect thereof prepared and got approved from CIDCO as aforesaid. The Developers shall also construct further such number of buildings as may be permitted by CIDCO on the said Property by utilising Floor Space Index (FSI) of 2,63,766 sq.ft. of the amenities plot comprised in the said pieces of land (i.e. the said Property) the Developers will also construct such further Buildings on the said property as may be permitted by CIDCO as other concerned Authorities by utilizing such further FSI as may be available in respect of the said property as also such other FSI of other properties as may be permitted to be utilized on the said property. The Developers also propose to construct on the said property a club house and provide a recreational indoor and outdoor game facilities in the Club House and elsewhere on the said property as they the Developers may in their absolute discretion determine. The development work will be carried out by the Developers in a phased manner as per the phased development programme to be determined by the Developers at their absolute discretion from time to time. The Developers have commenced construction of some of the said Buildings. The Developers may as required by the Concerned Authorities and/or in their (i.e. Developers') absolute discretion from time to time vary amend and/or alter the layout plan of the said Property or the Building Plane in respect of one or more of the said buildings. As part of such variation amendment and/or alteration in the lay out and/or in the building plans, the Developers may change location of the said Buildings or any one or more of them and the Developers may also construct additional areas by constructing additional Wings and/or additional floors to one or more of the said Buildings and may also construct such further Buildings on the said Property as may be approved by the concerned authorities. The Purchaser hereby irrevocably agrees and has hereby given his express consent to the Developers to carry out from time to time whatever amendments, alteration, additions, modifications and variations to the layout in respect of the said Property and/or the Building plans or the said buildings for construction of additional constructed areas by construction of additional wings to and /or additional floor or floors on the said Buildings or any one or more of them and/or for construction of independent additional structures thereon in accordance with the Building plans as may be approved by the concerned Authorities. The Purchaser hereby also gives his/her irrevocable and express consent to the Developers developing the said Property in such phased manner as the Developers may from time to time determined even after the Developers shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Puchaser. The Purchaser further confirms that the Developers will be entitled to utilise any FSI presently available and further additional FSI which may be available for the said pieces of land or any part thereof and or may be obtained here after in respect of the other property in accordance with the provisions of the Development Regulations for Vasai, Taluka as may be in force from time to time in construction of further Buildings till the entire development of the said pieces of lands is completed in all respects. The Developers shall accordingly be entitled to develop the said Property in a phased manner to be determined from time to time by the Developers including by making changes from time to time in the lay out plan in respect of the said Property and/or in the Building Plans of one or more buildings to be constructed as aforesaid, including the Buildings which at present are not envisaged by the Developers. The Purchaser hereby agrees to give all the facilities and assistance to the Developers as the Developers may require from time to time after the Developers shall have delivered possession of the premises agreed to be sold to the Purchaser but at the costs and expenses of the Developers so as to enable the Developers to complete the development of the said Property in the manner that may be determined by the Developers.



5. The said Buildings shall be constructed by the Developers in accordance with the Building Plans prepared by their Architects and sanctioned by the Concerned

Authorities as aforesaid with such modifications thereto as the Developers may incorporate therein as aforesaid. The premises in the said Buildings shall contain amenities as per the particulars given in the Second Schedule hereunder written.

6. The sanctioned Building plans from the Concerned Authorities in respect of the said Buildings are open for inspection on all working days during office hours at the building site and also at 11, Vora Palace, Next to Dena Bank, M.G. Road, Kandivali(W), Bombay 400 067.

7. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself about the title of the Land Owners of the respective pieces of land as comprised in Sector No. 12 forming part of the said Property as per the particulars given in the First Schedule hereunder written and The Purchaser shall not be entitled to further investigate the title of the said land owners or to raise any requisition or objection in any manner relating thereto. A copy of the certificate of title given by M/S Kirit N. Damania & Co, Advocates and Solicitors in respect of lands comprised in Sector No. 12 is hereto annexed and marked ANNEXURE "A".

8. The Developers shall sell to the Purchaser and the Purchaser shall purchase from the Developers Flat (with attached terrace) shop/office premises No. 321 on the 3rd Floor in Wing B of the Building known as Kaveri in Sector No. 12 being constructed by the Developers on the said Property (herein referred to as "the said Premises") the Plan in respect of the said premises is hereto annexed and marked ANNEXURE "D". The building known as Kaveri in which the said premises is to be located is hereinafter referred to as "the said Building".

9. The carpet area of the said premises is sq.ft. inclusive of the enclosed balcony (area whereof is sq.ft.) and for the purpose of this Agreement the built up area of the said premises is 490 sq.ft. Common areas and facilities for the said building and the said premises, percentage of undivided interest of the said premises in the common areas and facilities of the said Building as also the percentage of undivided interest of the said premises in the restricted common areas and facilities of the floor on which the same is located are as per the particulars given in Annexure hereto annexed and marked ANNEXURE 'E'. The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being any change in the lay out and/or the building plans.

10. The Purchaser shall pay to the Developers the sum of Rs. 92,69,990/- as the purchase price in respect of the said premises which is inclusive of the sum of Rs. 92,69,990/- as the price of the proportionate share of the said premises in the common areas and facilities of the said building. The said purchase price shall be paid by the Purchaser to the Developers in accordance with the installments as under.

a) Rs. 92,00,000/- paid as earnest money on 22.06.94 which shall be non-refundable as per the terms of this Agreement.

b) Rs. 47,000/- on or before execution of this Agreement

c) Rs. 41,000/- on or before Plot

d) Rs. 92,7,000/- on or before 2nd slab



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- e) Rs. 27,000/- on or before 17th Feb
- f) Rs. 27,000/- on or before 1st March
- g) Rs. 27,000/- on or before Plaster
- h) Rs. 41,000/- on or before Tiling
- i) Rs. 11,990/- being the balance on or before possession of the said flat/shop.

It is specifically agreed that apportionment of Rs. 1000/- as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease the intent of the parties being that the said premises are sold to and purchased by the Purchaser with all the appurtenant rights for the lumpsum of Rs. 1000/-. The Purchaser hereby authorises The Developers to make changes in the percentage of undivided share of the said premises in the common areas and facilities as aforesaid in the event of there being any change in the layout plan of the said Property and/or Building Plans of the said building to be constructed on the said Property.

11. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause 10 and all other payment of charges expenses and deposits as mentioned in this agreement are of the essence of the contract. In the event of the Purchaser making any default in payment of any one instalment of the purchase price or the Purchaser committing default in payment of any other amount, money, deposits charges or any other such payable by the Purchaser as mentioned in this agreement, the Developers will be entitled to terminate this Agreement and in that event amount of earnest money shall stand forfeited to the Developer and all the balance monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Developers (but without any interest, compensation, damage or cost) Sixty days after the termination of this agreement and the Developers will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any third party or person and the Purchaser herein will have no right to object, such sale/disposal of the said premises by the Developers or to interfere within any where to such disposal. The Flat Purchaser agrees that sending of the said amount by cheque by the Developers to the Flat Purchaser at the address given by the Flat Purchaser in these presents, whether the Flat Purchaser has encashed the cheque or not, will amount to the refund of the amount so required to be returned.

12 If the Purchaser in order to augment their resources for the purpose of payment of consideration amount to the Developers under this Agreement, seeks loans from financial institutions, banks or other bodies against the security of said premises subject to the consent and approval of the Developers then, in the event of the Purchaser committing default of the payment of the installments of the consideration amount and in the event of the Developers exercising their right to terminate this Agreement, the purchaser shall clear the mortgage debt outstanding on the security of the said premises at the time of such termination. The Purchaser shall obtain the necessary letter from such financial institution, banks etc. stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the financial institutions, banks etc the Purchaser shall be entitled to the refund of the amount so paid by him/her/them to the Developers towards the said premises. However, the Developers shall be entitled to directly pay the amount payable to the financial



institution, banks their employer and other bodies by the Purchaser (from out of the amount standing to his/her/them credit with the Developer towards the said premises and paid by him/her/them to the Developers towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of mortgage debt from such banks, financial institution etc shall the Purchaser be entitled to the refund of the balance amount standing credited to the account of the Purchaser with the Developer towards the said premises.

13. Notwithstanding all that is stated in this agreement in that behalf it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount and monies as mentioned in this agreement as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser has applied for the loan to such financial institution, bank, their employers, or such other bodies and further irrespective of the fact that the application for such loans are under process and awaiting final sanction. The Purchaser shall not be permitted to raise any contention in respect of his/her/them failure to pay the installment of the consideration amount on time and on the due dates on the basis that the Purchaser has applied for loan to such financial institutions, banks, their employers or other bodies and that the same are under scrutiny or under process of disbursement or that the said loan application of the Purchaser is rejected. In the event of the failure of the Purchaser to pay the installment of the consideration amount the Developer shall be entitled to enforce their rights as mentioned in clause No.11 .

14. The Purchaser is aware and the Purchaser expressly agrees that the parking spaces in the compound of the said Building, under the stilts and/or the basement shall belong to and be at the complete disposal of the Developers who shall be entitled to sell the same. Only such of the Purchasers of premises in the said Building as shall have separately agreed to purchase a parking space shall be entitled to have exclusive use of such parking space so agreed to be sold to him and the Purchasers of premises in the said Building who shall not have agreed to purchase parking space separately from the Developers will not be entitled to have any use of the parking space. The Developers shall be entitled to sell the parking spaces at such price and to such persons including those who shall not have purchased premises in the said Building as the Developers may in their absolute discretion determine and the Purchaser herein shall not be entitled to raise any objection to the same.

15. The Purchaser has hereby expressly agreed to purchase parking space No. in the compound/under the stilts/under the basement of the said Building (herein referred to as "The parking space"). The total purchase price agreed to be paid by the Purchaser to the Developers for the said parking space shall to be Rs. and the same shall be paid by the Purchaser to the Developer at the time of taking possession of the said premises or in the manner the Developers shall determine. The said purchase price of the parking space is in addition to the purchase price to be paid by the Purchaser for the said premises as set out in clause 10.

16. The possession of the said premises shall be given by the Developers on or before the day of 1972 subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any Act of God such as earthquake, flood or any other natural calamities and such other Acts and matters beyond the control of the Developers. If the Developers shall fail to give possession of the said premises on the aforesaid date and /or such further date as may be mutually extended then it shall be at the option of the



Purchaser to terminate this Agreement in which event the Developers shall forthwith on demand refund to the Puchaser all the monies paid by the Purchaser to the Developers here in together with simple interest at the rate of 9 % p.a. from the date of the receipt of the respective amount by the Developers and untill such aggregate amount is refunded such amount and interest shall be a charge on the said premises together with construction (if any) thereon to the extent of the amounts due to the Purchaser. The purchaser shall have in that event no other claim on the developers and/or the said premises and/or the said property for damages, penalty, compensation on, or otherwise however Provisions of Section 8 of the Maharastra Ownership Flats Act,1963 shall be applicable subject to what is set out in this clause.

17. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Property or the said Buildings or any part thereof or the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the Conveyance in favour of a co-operative society or on the execution of the Deed of Apartment as herein after mentioned.

18. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him. All open spaces, lobbies, terrace and other premises and spaces and grounds of the said pieces of land shall remain the Property and shall be at the disposal of the Developers untill the said Building is transferred to the proposed co-operative society or the said premises is transferred to the Purchaser on the execution of the Deed of Apartment as herein after mentioned, subject however to the rights of the Developers as herein stated.

19. It is hereby expressly agreed that the Developers shall be entitled to sell the premises in the said Building as also in the other Buildings that be constructed on the said Property for the purpose of using the same as residence, guest house, dispensaries, nursing homes, maternity homes, commercial user, shops, consulting rooms, banks, community hall, stalls, or any non residential user as may be permitted by the Concerned Authorities and/or for any other use that may be permitted by the said Authorities and the Purchaser shall be entitled to use the said premises agreed to be purchased by him accordingly and similarly the Purchaser shall not object to the use of the other premises in the said Building or in other Buildings on the said Property for the aforesaid perposes by the respective Purchasers thereof.

20. IT IS HEREBY EXPRESSLY AGREED that the terrace of the said Building shall always belong to the Developers and they shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of the Developers obtaining permission from the Concerned Authorities for constructing any type of premises on the terrace then the Developer shall be entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such person at such rate and on such terms as the Developers may deem fit. The Developers shall be entitled in that event to allow use of such entire terrace to the Purchaser of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession (as owner) of the Puchasers of such premises that be constucted on the terrace. In the event of the Developers constructing more than one premises on the terrace, the Developers will be entitled to dispose of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The society or Association of Apartment Owners that may be formed by the Purchaser of premises as stated herein after shall admit as its members the Purchaser of such premises that be constructed on the terrace with the exclusive right to them in the terrace as aforesaid. The Pur



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chaser hereby grants his irrevocable consent and no objection to the use of the terrace by such Purchaser of premises constructed on the terrace in the manner as provided herein above and the Purchaser shall confirm to such use of the Terrace in the resolutions of the society that be formed of all Purchasers in the said Building. In the event of any water storage tank on the terrace for the supply of water to the building being constructed or any other common facility being provided on the terrace then the society or Association of Apartment Owners as the case may be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to and or replacement of the tank/tanks and /or such common facility at all reasonable times and /or during such times as may be mutually agreed upon by The Purchaser of such premises in the terrace and the Society or the Association of Apartment Owners as the case may be.

21. For the purpose of conveying title in respect of the said Building in which the premises agreed to be purchased by the Purchaser is located, the Developers may form a separate Co-operative Society for the said building and for such other Buildings as the Developers in their absolute discretion determine. Thus there will be more than one co-operative society in the said property. Each society formed for one building or for a group of Buildings on the said Property, and separate conveyance shall be executed in favour of each society. Until the execution of Conveyances in favour of all societies to be formed for the Buildings/Areas on the said property as the fore said, the Developers shall have full right, if so permitted by the Concerned Authorities to make additions to the said Buildings or to construct additional buildings and/or make each such additional wings and/or additional structures on the said Property and all such additional construction shall be the property of the Developers. The Developers shall be entitled to dispose of such additional construction and/or premises therein such manner as they may deem fit. Till such time the Developers shall have completed the development of the said Property in all respects as envisaged by them and the Developers shall have utilised the entire Floor Space Index (FSI) available in respect of the said Property as also other FSI as may be available for utilization on the said Property the Purchaser in the said Building shall not call upon the Developers to execute the Conveyance or Conveyances and/or to cause such Conveyance and Conveyances executed by the owners in favour of the society formed of the said Building. In case the Developers shall execute and/or cause to be executed separate Conveyance in favour of such Society in respect of the portion of the said Property with structures standing thereon (wherein the said premises are located) the Developers shall even after the execution of the Conveyance be entitled to construct additional structures/areas on the remaining portion of the said Property as permitted by the Concerned Authorities and as may be desired by the Developers. The rights of the Purchaser herein shall be confined only in respect of the said premises as located) and the Purchaser and/or the Society formed for the purpose of such Building shall have no rights on any other portion of the said Property and/or structures/areas constructed and/or to be constructed thereon. It is expressly agreed that in the event of the Developers constructing additional floors on the said Building or constructing additional structures on the said Property, the Purchasers of premises in all such structures as may be constructed on the said Property shall after the said Property shall be fully developed by construction of all structures as may from time to time be permitted by the Concerned Authorities form different Co-operative societies for different buildings and/or group of Buildings as determined by the Developers. The Developers shall have full discretion to require the Purchasers of premises in anyone or more buildings or in any wing or wings of such building or buildings to form separate Co-operative Society for such building/ buildings or such wing or wings and Purchaser of premises in the concerned Building/ Wings shall accordingly form such Co-operative Society as a foresaid as proposed by the Developers. It is expressly agreed and confirmed by the Purchaser that the



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right of the Developers to construct additional structures on the said Property and/or to put up additional floors or to construct additional areas on the said Buildings now under construction on the said Property is an integral part of the contract for sale of the said Premises to the Purchaser who hereby expressly agrees that he/she/they will not in any manner object to or interfere with in any manner whatsoever carrying out any additional construction work on the said Buildings or Wing or Wings thereto or constructing such additional structures on the said property or any portion or portions thereof by the Developers. The purchaser hereby gives his/her/their irrevocable consent to the Developers carrying out construction of the additional floors, areas, wings and additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Buildings plans as may be approved by the Concerned Authorities. The Developers shall be entitled to deal with and dispose or alienate encumber or transfer such additional Building or Buildings, structure or structures, floor or floors area or areas or premises for such consideration and such parties as the Developers may determine without reference to or recourse to or consent of the Purchaser in any manner whatsoever and the Purchaser hereby agrees not to dispute or object to the same. Further the Purchaser also agrees to adopt and accept the name of the Co-operative Society to be formed for the purpose of the said building in which said premises are located and other group of buildings (if any) as may be suggested by the Developers. The Purchaser of all the premises in the structure /Buildings shall agree and consent to adopt such name as directed by the Developers and pass the necessary resolution at the time of reservation of the name of such society or societies to be formed by the Purchasers of Premises in the concerned Buildings. The Purchaser shall also not alter the name of the scheme and the name of the Complex in which the Building comprising the premises of the Purchaser is situated as is made known to the public at large by the Developers from the inception of the Development being carried out on the said piece of land and the complex shall permanently be known as "VASANT NAGRI" as constituted by the Developers.



22. It is HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said premises the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in the said Property or any portion or portions with or without buildings/structure thereon including by entrusting development rights of the said property or any portion or portions thereof to other. In that event The Purchaser shall recognise the assignee and nominees of the Developers to whom the right, title, and interest has been assigned by the Developers.

23. The Developers shall be free to construct additional structures like sub-station for electricity co-operative societies office, co-operative departmental stores, temple or place of worship, covered and enclosed garage in open compound, underground and overhead tanks, structures, watchman's cabin, toilet unit for domestic servants, septic tank and soak pits or any other structures, the location of which are not particularly marked upon the ground floor plans or layout plan of the said property. The Purchaser shall not interfere with the right of the Developers by any disputes raised or Court Injunctions under section 7 of the Maharashtra Ownership Flat Act and/or under any other provisions of any other applicable law. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of their scheme for development of the said Property.

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24. As soon as the said building is notified by the Developers as complete the Purchaser of each of the premises in the said building (including The Purchaser herein) shall pay the respective arrears of the price payable by them within 10 days of such notice served individually or to be put in any permanent place in the said building. If any of the Purchaser fails to pay the arrears inspite of the notice the Developers will be entitled to terminate the Agreement with such Purchaser and thereupon all the monies paid by the Purchaser to the Developers in respect of the premises agreed to be purchased by him shall within sixty days of such termination be refunded by the Developers to the Purchaser excluding earnest money paid by the Purchaser which shall stand forfeited to the Developers.

25. The said Building shall be constructed and completed in accordance with the plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Developers as herein above set out and if any defect in the said Building or materials used or if any unauthorised change in the constructions in the said building is brought to the notice of The Developers within a period of 3 years from the date of handing over possession of the said premises by the Developers, it shall wherever possible be rectified by the Developers without further charge to the persons who have purchased the premises in the said building and in other cases the purchaser of flats/premises shall be entitled to receive reasonable compensation for such defect or change from the Developers. In case there shall be any dispute as regards any defects in the said Building or materials used or any unauthorised change in the construction thereof or as to whether it is reasonably possible for the Developers to rectify any such defect or change or as regards the amount of reasonable compensation payable in respect of such defect or change which can not be or is not rectified by the Developers the matter shall within a period of 3 years from the date of handing over of such possession be referred to the decision of the Authority specified in sub-section (2) of Section 7 of the Maharashtra Ownership Flats Act 1963.

26. The Developers shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have first lien and charge on the said premises agreed to be sold to the Purchaser.

27. As aforesaid the Developers and other Developers of the said entire property described in the First Schedule hereunder written are to form separate Co-operative Society for each of the Buildings and/or Group of Buildings to be constructed on the said property and to execute and/or cause the Owners to execute the Conveyance in respect of the portions of the said Property and structures thereon in favour of the co-operative Society formed for such structures. The Conveyance in favour of such Society shall be in respect of the Building or Buildings for which such society is formed and the land surrounding such Building or Buildings as determined by the Developers. Such Conveyances shall be executed only after the entire property described in the First Schedule hereunder written shall have been fully developed i.e. all the structures permitted by the Concerned Authorities shall have been fully constructed on the said Property and the Developer shall have sold all the premises and all the structures on the said property and received full consideration amount from the Purchasers of all the premises in the said Buildings on the said property. It is specifically clarified and the Purchaser hereby agrees and confirms that the Developers will not form and they will not be required to form a single and common co-operative society for the said Property.

28. At the time of the execution of separate conveyance in respect of one or more Building/Buildings and/or wings of such buildings on the said property in favour of the co-operative society formed for such buildings/wings, the Developers shall



have full discretion to determine how much land surrounding the plinth of such Buildings/wing shall be conveyed to the co-operative housing society and such co-operative society and/or the Purchaser of such buildings /wings shall not be entitled to require the Developer to execute the Conveyance in respect of larger area of land in favour of such co-operative society on any account whatsoever including that the FSI of larger areas then of the land proposed to be conveyed is utilised in the construction of the said such building /wing. In no event the concerned co-operative society or the Purchaser of the premises in the Building/wing for which such society shall have been formed shall be entitled to require sub-division of the said property so as to segregate the area to be conveyed to such society from the said property. The Developers shall also be entitled instead of executing a Conveyance of the land in favour of such society to execute a lease for a term of 999 years on a nominal annual rent of Rs.1/- of the plinth area of the said Building /wing and the surrounding Land and as may be determine by the Developers. Such lease shall contain such covenants/rights in favour of the Developers as determined by the Developer for enabling the Developers to construct additional structures in the said property in such manner as the Developers may from time to time determine

29. So long as various premises in the said building shall not be separately assessed for Local Body, property taxes and water charges and rates and other outgoings, the Purchaser shall pay a proportionate share of such taxes, rates, and other outgoings mentioned in the Third schedule assessed on the whole building. The Purchaser shall tentatively pay Rs. ~~40/-~~ Rs. ~~175/-~~ and Rs. ~~85/-~~ per month to the Developers for the same before the 5th day of every month falling which the Developers shall be entitled to enforce their rights as mentioned in clause 10. At the time of taking possession of the said premises the Purchaser shall deposit with the Developers Rs. ~~1500/-~~ (Rupees ~~1500/-~~ only) which will be kept by the Developers as interest free deposit. The Developers shall be entitled to utilise the said deposit for payment of the outgoings and other money payable by the Purchaser as aforesaid in the event of the Purchaser committing default in payment of the said dues every month as aforesaid. At the time of conveyance the said sum or the balance thereof lying with the Developers shall be handed over to the Society/Association of Apartment Owner formed for the said Building as aforesaid. This provision shall not however entitle the Puchaser to require the Developers to adjust the accruing Municipal rates and taxes and outgoings from out of the said deposits. It is expressly agreed that from the end of the week from the date of intimation to the Purchaser that the said premises are ready for delivery, the Purchaser shall be liable for payment of the said outgoings even if the Purchaser shall not have taken possession of the said premises.

30) It is expressly agreed, accepted endorsed and consented by the Purchaser that in the event of the Purchaser failing to pay the necessary charges, expenses, outgoings, taxes and other such maintainance charges payable in respect of the premises situated in the said building and under the terms of this Agreement more particularly as mentioned in Clause No. 29 and as and when demanded by the Developers, than the Developers shall have full right and authority to cut off the essential services being given to the Purchaser by the Developers and the Developer shall further have full authority and absolute power not to restore the said essential services till the Purchaser has paid and cleared all the arrears of the charges and expenses mentioned hereinabove together with interest thereon at the rate of 18% p.a.

31. The Purchaser shall maintain at his own costs the said premises agreed to be purchased by him in the same condition, and state in which it is delivered to him and shall abide by all bye-laws, rules and regulations of the Government,



Local Bodies and Authorities, Electricity, Supply and of the Co-operative Societies and shall attend to answer and be responsible for all actions and for violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

32. The Purchaser agrees to pay total consideration amount and other amounts payable under the terms of this Agreement as and when they become due and payable. Further the Developers are not bound to give notice requiring any such payments and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates.

33. The Purchaser hereby convenents with the Developer to pay consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developers indemnified against the breach of the said covenants and conditions except so far as the same ought to be observed by the Developers. The Purchaser also agrees and undertakes to give all the facilities to the Owners, the Developers and other Developers to carry out additional construction work on the said building now under construction and /or to construct additional buildings and structures on the said Property or any portion or portions thereof.

34. The Purchaser agree and undertake that in the event of the Developers deciding to form a Co-operative Society as provided herein then and in such event the Puchaser shall become a member of such Co-operative Society in the manner hereinafter appearing and also from time to time to sign and execute application for the registration and other papers and documents necessary for the formation and registration of the society including the bye-laws of the proposed society within ten days of the intimation by the Developers. No objection shall be raised to the changes in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Developers may require him to do from time to time for safeguarding the interest of the Developers and the Purchaser of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement *ipso facto* to come to an end. The Purchaser shall ensure that as and when the Developers shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Owners, the Developers and other Developers to carry out additional construction work on the said building and structure on the said Property and also confirming the right of the Developers to sell on ownership basis other premises in the building to be constructed on the said Property.



35) In the event of the Developers permitting formation of any Adhoc Committee of Purchasers, Building-wise, wing-wise, Zone-wise, Phase-wise or Sector wise on the said pieces of land more particularly described in the First Schedule hereunder written as the Developers may determine in respect of sole discretion than in that event such Adhoc Committee shall not call upon and will not demand formation and registration of any society, Limited company or Condominium of Apartments and shall not take charge or demand administration of the said building or buildings on the portion of the said pieces of land more particularly described in the First Schedule hereunder written for which such Adhoc Committee is formed till all the Buildings on the said Property proposed to be constructed by the Developers on the said property are duly completed by the Developers and till entire FSI available in respect of the said Property and any further or other FSI which may become available in respect of the said pieces of the land or for utilization thereon is fully utilised in construction of buildings by the Developers and all the Purchaser of

premises have observed and performed and fulfilled their obligation under their respective Agreements for acquiring the premises with the Developers without any delay or default. The Purchaser further confirm that any such proposed Society, Limited Company or Condominium of Apartments Owners or Adhoc Committee shall be subject to over all paramount rights of the Developers and of control and management by the Developers alone.

36. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium tax, charges impose etc. to the Concerned Local Authority or to the State Government or any amount becoming payable by way of betterment charges developement charges or development levies or any other payment of a similar nature in respect of the said Property, and/or the various premises proposed to be constructed on teh said property, the same shall be paid by the Purchaser forthwith on demand being made by the Developers, in the Proportion in which the area of the said premises shall bear to the total area of the other premises in the said Building on the said Property and/or in properation in whic the area of the said premises shall bear to the total area of all premises constructed or in such proportion as may be determined by the Developers. Failure on the part of the Puchaser to pay the aforementioned charges on demand made by the Developers shall entitle the Developers to enforce their right of termination as mentioned in Cl.No. 11.

37. Without prejudice to the right of the Developers to transfer the said Building to a Co-operative Society as provided in this Agreement, the Developers shall also have a right to submit the buildings on the said Property (including additional structures that may be constructed thereon.) or portion or portions of the said Property to the provisions of the Maharashtra Apartment Ownership Act, (hereinafter for the sake of brevity referred to as "MAO ACT ") and to require the Purchaser of the concerned premises to form themselves into an Association of Apartment Owners being a condominium as contemplated under the provisions of MAO ACT and the Rules framed thereunder. In the event of the Developers determining that the Purchaser of premises in any one or more Buildings on the said property should form themselves into an Association of Apartment Owners as contemplated by the MAO ACT, all the Purchaser of the concerned premises shall sign such declarations, agreements, papers and deeds of undertaking as may be required to be signed and executed for enabling the compliance of the said MAO Act. The Purchaser of premises shall agree to abide by the rules and bye-laws of the condominium as may be prescribed under the provisions of the said MAO Act from time to time. In order to enable the Developers to form such Association, the Purchaser shall give such particulars about himself/herself/themselves as may be required. In that event, the Developers and/or the Owners will execute the Deed of Apartment In favour of each allottee of the premises comprised in such a condominium separately conveying the Apartment and the proportionate undivided right/share in the common area or facilities unto the allottees of the premises. It is expressly recognised by the Purchaser that the Developer shall have right to form Co-operatve Societies for such number of Buildings on the said property and form condominium for such number of Buildings ont he said property as the Developers may be in their absolute discretion from time to time determine.

38. The Puchaser/s shall on demand, deposit with the Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Developers to the Local Authority or Body concerned and/or to any other Concerned Authority.

39. The puchaser shall allow the Developers and their surveyors and Agents



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with or without workman and other at all reasonable times to enter upon his/her/ their premises or any part thereof for the purpose of repairing any part of the Building and for the laying cables, water pipes, fittings, electric wires structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the premises or any other premises in the said building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body taxes, property taxes and other outgoings including charges for electricity consumed by the Purchaser.

40. In the event of the Society or Association for the said Building being formed and registered before the sale and disposal by the Developers of all the premises in the said Building as also before the completion of the construction of the said Building and/or all other structures including those at present not envisaged and/or sale and disposal of all the premises in the said building and the Structures on the said Property and/or the additional structures, that be constructed as a foresaid the powers and authority of the society or association so formed of the Purchaser's in the said Building and the Purchaser of the premises in other Buildings shall be subject to the overriding powers of the Developers including the right and Authority of the Developers to construct additional structures and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards any unsold premises and the sale thereof. On the Developers disposing of the unsold premises in the Buildings and additional structures so constructed after the formation of the society, the Purchaser and the Purchasers of other premises who shall be member of the said society shall accept and admit the persons to whom such premises shall have been sold after the formation of the society and the Purchaser hereby grants his unconditional consent in admitting such Purchaser as the member of the Society and agree to pass the necessary resolution to that effect.

41. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature on the said premises or any part thereof. The Purchaser shall keep the said premises walls, partitions walls, sewers, drains, pipes and appurtenances thereto in good and tenentable repair and conditions and in particular the said Building so as to provide shelter to and protect the parts of the said building other than his/her/their premises. The Purchaser shall not permit the closing of the niches or balconies or allow any alterations in the outside elevations and outside colour scheme of the said premises or fix any M.S. Grills.

42. After the possession of the sold premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building area is required to be carried out by the Government, Local Authority or any other statutory Authorities, the same shall be carried out by the Purchasers of all the premises in the said Building at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same.

43. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said building and other Buildings on the said Property.

44. After the said Building and all other structures to be constructed by the Developers and other Developers on the said property are complete and ready for occupation and after the societies are as aforesaid registered and only after all the premises in all Buildings that may be constructed have been sold and disposed



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off by the Developers and the other Developers and after the Developers shall have received all dues payable to them under the terms of the Agreement with the Purchasers of all the premises in all such Buildings the Developers shall execute and / or cause to be executed separate conveyances in respect of the said concern portions of the said property in favour of each society as provided in this agreement. Until the execution of all such conveyances the possession, of the said property and the said Buildings and premises therein shall be deemed to be of the Developers and / or other Developers as the case may be and the Purchaser who shall have been given possession of the premises agreed to be sold to him shall be merely an occupant thereof.

45. The Purchaser will lodge this Agreement for registration with Sub-Registrar of Assurance at Bombay/Vasai within two months from the date hereof and the Developers will attend the Sub Registrar and admit execution thereof after the Purchaser inform them of the number under which it is lodged for registration by the Purchaser.

46. All letters, circulars, receipts and / or notices issued by the Developers despatched under certificate of posting to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge and Developers. For this purpose, the Purchaser has given the following address :

103, Rajendra Ratna,
Mahesh Nagar, S.V. Road,
Goregaon - (W), Bombay - 40. ✓

47. The Purchaser shall at the time of making payment of the installment mentioned in clause 10(i) deposit with the Developers the following amount .

- 1) 1000/- for legal charges only for this Agreement;
- 2) 960/- for share, money, application and entrance fee of the society.
- 3) 800/- for formation and registration of the society. ✓
- 4) 1500/- deposit for proportionate share of taxes and other charges. ✓

In case there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to the Developers his proportionate share to make up such deficit. The Developers shall be entitled to utilize the entire amount for the purpose for which it is collected and the Purchaser shall not question the Developers in respect of the manner of utilization of the said amount.

48. The Developers have informed the Purchaser and the Purchaser is aware that it is proposed to form an Apex body of all the Co - operative societies to be for the Buildings to be constructed on the said pieces of land for the purpose of carrying out the maintenance, repairs, renovation and replacement of various infrastructure and common facilities items to be provided and comprised in said property as per the lay out conditions. The Purchaser shall make his contribution ✓



as may from time to time be required to be made by the Society formed for the purpose of the building in which the premises agreed to be purchased by the Purchaser is to be located for enabling the Society to pay its contribution to the Apex Body for the aforesaid purposes. In case the Building in which the Premises purchased by the Purchaser is located in any Appartement, the Purchaser shall pay his contribution for the Association of Appartement Purchaser formed for such Building.

The Purchaser shall at the time of taking possession of the said premises from the Developers pay to the Developers Rs. 10/- per sq.ft of the built up area of the said premises which will be held by the Developers as deposit till the Apex Body is formed and constituted. On formation of the Apex Body the said deposit shall be handed over to the Apex Body. The said deposit shall be used as corpus fund, interest earned whereon shall be utilised by the Developers/Apex Body for maintenance and management of infrastructure facilities such as internal roads, street lights, storm water drain, drainage system sewerage filtration plant, water filtration plant, water tank tower, gardens, security etc. In case it is so required the corpus may also be used by the Apex Body at their discretion for the said purposes or for any one or more of them. It is however agreed that the Purchaser shall nevertheless also be strictly liable to pay monthly contribution to the Society or the Association of Appartement Purchasers as may be determined by the Co-operative society concerned for meeting the costs, charges and expenses in respect of the aforesaid, in terms payable by the Co-operative society or the Association of Appartement Purchasers to the Apex Body as aforesaid.

The said deposit of Rs. 10/- per sq.ft to be paid by the Purchaser shall be in addition to the Purchase price of the said premises and the other deposits payable by the Purchaser as specified in this Agreement.

49. The Apex Body shall have a committee of its own formed of the representative of each society, condominium of Apartments or Limited Company of the Building constructed on the property. After the election/nomination of the representative by each society the said representative so elected/nominated shall hold office as an office bearer of the said Committee for a period of 3 years. The owners of the various recreational Buildings/Structures/areas to be provided on the said property shall also have representation on the Committee. The committee so formed of the representatives as stated hereinabove shall have full power absolute control and discretion as regard to and for the effective maintenance and management of the infrastructure of the said Property without there being any kind of interference in any manner whatsoever from any society or Association in the said Property. The Apex Body shall frame such rules, regulations and by-laws for the effective maintenance management of the infrastructure and the same shall have a binding effect and full force against the Societies on and Association of Apartment Owners the property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or by-laws as framed by the Apex Body, by the societies/Associations or their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Apex Body may determine from time to time. The

Apex Body shall be constituted under the guidelines to be framed by the Developers and the Apex Body shall maintain, govern and administer the infrastructure of the property on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Developers. The Purchaser shall have no right to claim refund for the deposit of Rs. 10/- to be paid for the Apex Body as formed nor will the said sum be allowed to be set off or adjusted against any other amount or amounts payable by the Purchaser in any manner whatsoever. The Purchaser hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Apex Body from time to time for the maintenance, upkeep, repairs and replacements



of such infrastructure facilities as mentioned hereinabove. The Purchaser has entered into this Agreement after having understood the said arrangement and the Purchaser shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser. It is further agreed, accepted and confirmed by the Purchasers that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove of the said property, the Developers shall have full power control and absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner the Developers deem fit and for that purpose the Developers shall be entitled to lay down such terms and conditions as regard payment by the Purchaser of Premises in all the Buildings monthly maintenance charges or otherwise to enable the Developers to effectively maintain the said infrastructure facilities and the Purchaser has hereby agreed to abide the terms as laid down by the Developers and the Purchasers shall have no right to question and dispute the discretion of the Developers in regard to the powers and the authority of the Developers for maintaining and managing the said infrastructure facilities. In the event of the Purchasers failing to abide by the terms and conditions as laid down by the Developers, the same shall be deemed as a breach of the terms of this agreement and thereupon the Developers shall have the right to exercise the remedies under the law and as per the terms of this Agreement, even though the Purchaser shall have not taken possession of the said premises and the Purchaser shall have paid the consideration amount and all other dues under the said Agreement. The provisions contained in clauses 48, 49 and 50 shall be deemed to be in force till the formation of the Apex Body. It is clearly understood by the Purchaser that the deposit @ Rs. 10/- per sq.ft. as mentioned hereinabove for the purpose of maintenance and management of the infrastructure is to be received by the Developers as deposit only and the interest accruing out of such deposit, shall be only utilised in the event of there being major repairs and /or replacements to the said infrastructure facilities and the Purchaser is hereby further informed that the day to day maintenance of the infrastructure facilities such as street light, sewerage plant, water filtration plant, water tanktower, external roads, gardens and security within the complex and /or sector shall be maintained out of the monthly maintenance charges to be paid by the Purchaser promptly and regularly without default to the Developers and / of the Society or the Association whereof the purchaser will become a member and in the event of the Purchaser failing to pay the said monthly maintenance charges, necessary action shall be taken and remedies shall be obtained and adopted against the Purchaser for the breach committed and the such breach shall be construed as the breach of the terms and conditions of this Agreement, which shall be deemed to be existing always as long as the Purchaser is the holder of the said premises.

50. The Purchaser with regard to the above mentioned arrangement expressly, undertakes and covenant that the Purchaser shall :

- (a) Punctually and promptly and regularly pay without default the monthly charges to the apex body and /or Developer and/or the society/Association of which he/she/they shall have become a member as may be fixed by the said Body or Developers from time to time.
- (b) Adhere to and obey the rules, regulations and bye laws that the Developers and the Apex body shall frame from time to time.



- (c) Render all such co operation to the society/Asscoiation of which the Purchaser is a member, in order to enable the society/Association to comply with its obligations and liabilities towards the apex body and / or the Developers.
- (d) The Purchaser shall not have a right to dispute the manner in which the apex body and/or Developers shall manage and maintain the said infrastructure facilities,
- (e) Personally attend regularly in all the meetings of the society/Association in which The Purchaser is a member, where the agenda shall contain any matters regarding and pertaining to the functioning of the apex body and /or the acts of the Developers in regard to the maintenance and Infrastruture facilities and as regard to the policies, rules, regulations and bye laws or for any other matter. Pertaining to the infrastructure facilities.

51. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or any other deposit or charges for fire cess required to be paid to the local authority or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection to the said Property or any other tax or payment of a similar nature becoming payable by the Developers in respect of the said Property the same shall be paid by the Purchaser to the Developers forthwith on demand made by the Developers in proportion in which the carpet area of the said premises agreed to be acquired by the Purchaser shall bear to the total carpet area of all the premises on the said property and in determining such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser.

52. It is further agreed between the Developers and the Purchaser that at the time of taking possession of the said Premises or if so determine by the Developers at the time of execution of conveyance in favour of the co-operative Housing Society that may be formed for the said Building, at the time of execution of the deed of Apartment in respect of the said Premises the Purchasers and / or the said society shall reimburse to the Developers deposit and other refundable deposits paid by the Developers in respect of the said Building.

53. The Deed of conveyance is and other documents of transferring the title shall be prepared by M/s. Kirit N. Damania & Co., or such other Advocate and Solicitors as may be appointed by the Developers, and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said property and the rights of the Developers to develop the said Property as herein provided. Fees for preparation of such documents and conveyance payable to the Advocates and Solicitors shall be paid proportionate by all the Purchasers in the said Buildings and/or as determined by the Developer.

54. Any delay or indulgence by the Developers in enforcing the terms of this agreement, or any other forbearance or giving of time to the Purchaser shall not be considered as waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser no shall the same in any manner prejudice the remedies of the Developers.

55. The Developers shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said building of which the aforesaid premises form part and the Purchaser shall have no right to require the



enforcement thereof or any of them at any time. The Purchaser herein shall agree to the exercise by the Purchaser under such agreement of his rights under the same.

56. The Developers have informed the Purchaser that the Developers propose to provide club house, and other recreational facilities as part of the club house on the said property. The Developers may also construct other structure on the said property to house other recreational facilities as they may determine. The developer may also provide other separate and independent recreational facilities on the said property. The use of the club house and all other recreational facilities to be provided on the said Property shall be on such terms, and conditions as the Developers may determine. The Developer also reserve the right to modify, and delete any one or more of the facilities so represented to be granted on the said Property. It is expressly agreed that no right, title and interest of any nature whatsoever shall be created in respect of the said recreational facilities in favour of the Purchaser herein or any of the Purchasers of premises in the buildings to be constructed on the said property and the said recreational facilities shall not be treated as amenities to be provided to the Purchaser under this Agreement or as facilities / amenities attached to the premises agreed to be sold to the Purchaser under this Agreement. The Purchase price charged to the Purchaser in respect of the said premises does not include any amount to be expended by the Developers towards the construction of the said club house and of all other recreational structures/areas etc.

57. The Developers shall be the absolute owners of the said club house and the structure housing other recreational facilities as aforesaid and other separate and independent recreational facilities and shall be entitled to deal with the dispose of the same. The Developers and/ or the Purchaser from the Developers in respect of the said club house and / o r the structure housing other recreational facilities and /or the separate and independent recreational facilities as aforesaid shall be entitled to regulate the admission to the club house and/or the such Structure housing the recreational facility provided in the said club house and such structure and /or such separate and independent and as to the user thereof and to recover charges from those availing of the said facilities as determined by the Developers or the Purchasers from the Developers provided that neither the Purchaser herein nor any other persons purchasing flats and premises in the said buildings shall have any right or authority to claim admission to the club house and/or to the Structures housing other recreational facilities and/or to such separate and independent recreational facility or any other recreational facilities and/or to avail of the same and only those who are specifically permitted by the Developers and/or the Purchaser from the Developers in respect of the club house, and/ or in respect of the structure housing other recreational facility and/or in respect of such separate and independent recreational facilities will be entitled to have the benefit of availing the aforesaid facilities. Whatever fees and other charges deposit and fees including membership fee that may be charged from time to time by the Developers and/or the Persons who shall have purchased the said club house and/or the structures housing other recreational facilities of such separate and independent recreational facilities from the Developers as aforesaid shall belong to the Developers and/or such Purchaser and none of them shall be required to account in any manner in respect thereof to the Purchaser herein and/or the Purchasers of other premises.

58. The Purchaser herein confirms that he will not be entitled to make any claim as to availing of the facility in the said club house and/or the structure housing other recreation facility and/ or of such separate and independent rec-

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reational facility and/or to require the Developers and/or the Purchasers from the Developers to render any account In respect of the monies received by them from the person availing such facilities and such receipts shall belong absolutely to the Developers and/or the Purchasers from the Developers of the said club house and/or of the structure housing such other recreational facilities and/or of such separate and independent recreational facilities as aforesaid.

59. The Purchaser is hereby informed that the Developers shall also construct and make available within the complex known as 'VASANT NAGRI' facilities such as schools, buses, club house, community centre creches availing of which said facilities shall be optional and left to the discretion of the Purchaser as to whether the Purchaser wishes to opt for and avail of such facilities and in the event the Purchaser deciding to opt for availing such facilities then the Purchaser shall be required to pay the necessary charges, expenses, fees etc that shall be required to be paid for enjoying/availing of such facilities and in the event of the Purchaser failing to pay the necessary charges, expenses, fees, etc or committing breach of the conditions lay down by the persons concerned for providing such facilities the said facilities shall be withdrawn forthwith on such default/breach being made by the Purchaser.

60. The Purchaser himself with intention to bind all persons into whosoever hand the said premises may come, doth hereby covenant with the developer as follows :

- (a) To maintain the said premises at Purchaser's costs in good tenantable repair and condition from date of possession of the said premises is taken. The Purchaser shall not do or suffer to be done anything in or to the building in which the the said premises is situated, stair cases or any passages which maybe against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.
- (b) 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 building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the stair case, common passages or any other structure of the building in which the said premises are situated, including the entrance of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser, in this behalf, The Purchaser shall be liable for the consequence of the breach, including for payment of damages.
- (c) To carry out at his own expenses all internal, repairs to the said premises and maintain the said premises in the same condition, state and order in which it is delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Builder in which the said premises is situated or the said premises which may be forbidden by the rules and regulations and bye laws of the concerned local authority or another public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned



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local authority and/or other public authority.

- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation fixing of grills to the windows and outside colour scheme of the building in which the said premises is situated nor shall fix M. S. grills or other such fixtures to any part of the premises which forms part of the facade of the building. The Purchaser shall keep the portions of, sewers, draining pipes and load bearing walls and partition wall in the said premises and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect to other part of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls slabs or R.C.C. piers or other structural members in the said premises without the prior written permission of the Developers and /or the co operative society. In case on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the concerned authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises or elevations of the building by fixing grills etc (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).
- (e) 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 portion of the said land and the building in which the said premises are situated.
- (f) Pay to the Developers within 7 days of demand by the Developers his share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the building in which the said premises are situated.
- (g) To bear and pay on demand to the Developers any 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. Either in respect of the the said premises specifically or Generally in respect of the Building in which the said premises is located.
- (h) The Purchaser shall not let, sub let, transfer, assign, or part with the Purchaser's interest or benefit of this agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the developer under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the transferee as may be approved by the Developers.
- (i) The Purchaser shall observe and perform all the rules and regulations which the co operative society/Association of Apartment Purchasers may adopt at its inception and the additions alterations or amendments thereof that



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may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society/Association of Apartment Purchasers regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of the agreement.

(j) Till Deed of conveyance of building in which the said premises is situated is executed or till the deed of apartment in respect of the said premises is executed the Purchaser shall permit the Developers and his surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said premises and building or any part thereof to view and examine the state and condition thereof.

(k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the recitals thereof). If the Purchaser neglects, omits or fails to pay for any reason whatsoever to the Developers money payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Developers shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever there in and this agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developers re entry on the premises as aforesaid all the right, title and interest of the Purchaser in the said premises and under this agreement shall cease and purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said premises. In that event all the monies paid herein by the Purchaser (except the outgoings apportionable to the said premises till the date of such termination) shall after sixty days after such termination be refunded by the Developers to the Purchaser excluding the earnest money which shall stand forfeited. The Developer shall thereupon be entitled to deal with the said premises in the manner the Developers deem fit.

61. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering this Agreement and conveyance and any other documents required to be executed by the owners, the Developers or by the Purchaser the stamp duty and registration charges in respect of such documents, as also other documents transferring land and building, in favour of the co-operative society in respect of the said premises or the deed of Apartment in respect of the said premises as well as the entire professional cost of the Advocates of the Developers in preparing and/ or approving all such documents shall be borne and paid by the Purchaser and society or proportionately by the members of such society or by such association of apartment owners. The Developers shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Developers his proportionate share in regard to the above. The amount



payable under this clause is in addition to the amount as mentioned in clause 47 above. It is expressly agreed, accepted and confirmed and the same shall be mandatory under the terms of this agreement for the Purchaser to pay the requisites stamp duty and registration charges payable as per the existing laws and provisions governed by the Bombay Stamp Act or existing when the same shall be paid by the Purchaser in respect of this agreement in the circumstances as mentioned hereinabove. The requisite stamp duty and registration charges shall be paid by the Purchaser at the time of execution of this agreement and/or if the Purchaser in the event opting to pay the stamp duty and the necessary registration charges at the time of delivery of the possession of the said premises, then the Purchaser shall be liable to pay the necessary stamp duty (penalties if any) and registration charges as per the existing laws prevailing at that point of time and in that event he shall indemnify and keep indemnified the Developers in regard to costs, charges and expenses incurred by the Developers and/or any damage suffered by the Developers on account of the Purchaser opting to defer the payment of the stamp duty.

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THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

All that piece or parcel of land admeasuring _____ sq. mts. in Sector IX, formed out of Survey Nos. 10702/11/19, Village Manikpur/achole, Taluka Vasai, Dist. Thane, Registration Sub District of Vasai & Registration District Thane & forming part of the larger Layout Vasant Nagari Township.



THE FIRST SCHEDULE ABOVE REFERRED TO

Sr. No.	Name of the Land Owner	Survey No.	Hissa No.	Area H. Ar P.	Date of Agreement for sale
A	VILLAGE MANICKPUR.				
1	Smt. Bistribal Joma Gharat	107	Part	0.20.0	30.7.89
2	Smt. Onali T.	110	Part	1.22.4	10.7.89
		111		1.58.59	
		112		0.16.89	
3	Shri Onali T. Bandukwala	108	Part	0.84.59	7.7.89
		109		0.56.0	
4	Madhukar C. Patil	108	Part	0.10.0	3.9.91
5	Krishna J. Patil	111	Part	0.53.1	2.9.91
6	Yeshwant W. Patil & Ors	112	Part	0.80.9	24.2.91
B	VILLAGE OF ACHOLE				
7	Walya M. Dalvi	5(5)	8	0.4.0	4.9.91
		12(6)	7/2P	0.10.0	
8	Mahendra M. Sanghani	3(3)	10	0.02.3	4.9.91
		3(3)	11	0.04.0	
		4(4)	4	0.06.8	
9	Chandubhai H. Patel	12(6)	2	0.08.8	4.9.91
		12(6)	6	0.13.7	
10	Vithalbai S. Mhatre	10(7)	2	0.13.9	4.9.91
		10(7)	6	0.13.3	
11	Anna Sakharam Patil	3(3)	2	0.02.0	
		3(9)	9	0.10.1	3.9.91
12	Madhukar C. Patil	3(3)	1	0.06.6	2.9.91
		3(3)	5	0.30.4	
		4(4)	1	0.22.4	
		3(3)	8	0.03.0	
		13(9)	13	0.01.8	
		4(4)	1	0.07.6	
		4(4)	4	0.27.9	
			12	0.03.8	
13	Zujaya D. Lope	25(36)	Part	0.50.0	14.4.91
14	Nana R. Patil & Ors.	4(4)	2/3	0.03.5	4.9.91
15	Krishna J. Patil & Ors	5(5)	7	0.15.3	2.9.91
		12(9)	3	0.28.9	
16	Padmakar B. Dalvi & Ors	12(6)	7/2P	0.10.4	
		2(2)	2	0.04.8	16.2.92
17	Molhibhai Jain Makund S. Matre Kamakar D. Patil	4(4)	16	0.06.0	4.9.91
18	Laxmibhai D. Gharat	3(3)	19	0.01.5	16.2.91
		5(5)	8	0.04.6	
19	Sevalaram P. Patil	17(13)	Part	0.52.6	2.2.91
20	Yadav P. Patil	4(4)	1	0.03.3	
		4(4)	10	0.03.0	
		4(4)	15	0.05.0	
		5(5)	5	0.05.8	
		5(5)	11	0.12.0	2.9.91
		12(6)	4	0.33.1	
		12(6)	8	0.02.0	
		13(0)	12	0.06.8	
21	Budhibai P. M. Deshmukh (Narayan Patel)	14(10)	5	0.16.4	2.9.91
		15(11)	1/2	0.38.4	
22	Ramakant M. Dalvi	3(3)	17	0.04.5	25.3.92
23	Yashubai S. Mhatre	10(7)	4P	0.05.6	4.9.91
		10(7)	3	0.33.0	2.9.91
24	Anil Shah (Kaashinath K. Patil)	10(7)	1	0.19.5	4.9.91
25	Motiram G. Bhatt Rakeshkumar K. Wadhwan	15(11)	1/1	0.07.1	Conveyance Dt. 15.9.91
26	Laxuman T. Patil	13(9)	8/1	0.12.1	
		14(10)	1	0.24.0	
		14(10)	4	0.74.0	
		14(10)	8	0.21.0	31.10.91
		108	Part	0.04.8	
27	Kirti Hiralal Desai	3(3)	15	0.07.1	
		5(5)	4	0.01.5	2.9.91
28	Smt. Rajubhai Mangalyan Patil	2(2)	3	0.12.1	14.2.92
		2(2)	4		
29	Yashubai Sakharam Matre and others	2(2)	5	0.12.4	
		3(3)	3	0.03.3	
		3(3)	6	0.28.3	
		3(3)	7	0.08.0	
		3(3)	9	0.06.0	
		4(4)	7	0.05.6	
		13(9)	7	0.04.8	
30	Bhaguram M. Patil	13(9)	4	0.17.5	4.9.91
31	Mamubai M. Dalvi	4(4)	8P	0.10.0	2.9.91
32	Mankya Anne Dalvi	3(3)	18	0.09.4	4.9.91
		12(6)	7/2	0.10.5	
33	Suresh Y. Gharat	15(11)	2	0.50.0	4.9.91
		15(11)	3	0.12.6	
34	Vithal C. Patil	4(4)	5	0.06.8	15.2.92
35	Ramchandra G. Dalvi	6(5)	1	0.05.1	15.2.92
36	Mangaldas Ramadas	10(6)	4P	0.05.5	15.2.92
37	Govind K. Patil	3(3)	4	0.14.9	7.9.91
		3(3)	12	0.01.8	
		3(3)	14	0.01.3	
		3(3)	16	0.03.3	



THE SECOND SCHEDULE ABOVE REFERRED TO

1. Marble flooring in living and passage.
2. White marble mosaic tiles in bedroom.
3. Green Kotah stone flooring in Kitchen.
4. Marble kitchen platform with built in sink with 2' dado of coloured ceramic tiles.
5. Full height coloured ceramic tiles in bathroom & toilet.
6. 2' dado of white ceramic tiles in W.C.
7. Concealed copper wiring with quality accessories.
8. Concealed plumbing with quality fixtures and fittings.
9. Aluminium sliding windows with Kaddapah sills.
10. Decorative main door, others flush doors.
11. W.C. and bath marine Flush door.
12. Fixed safety M.S. grills in all windows.
13. Common dish antenna.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing re decorating etc, of the main structure and in particular the roof, gutters and rain water pipes and electric wires in under or upon the building and enjoyed or used by The Purchaser in common with the other occupiers of other premises and the main entrance, passage, landings, staircase of the other building as enjoyed by The Purchaser used by him/her/ them in common as aforesaid and the boundary walls of the building compound terrace etc.
2. The costs of clearing and lighting the passage, landing, staircases and others of the building enjoyed or used by the Purchaser in common as aforesaid.
3. The cost of decorating the exterior of the building.
4. The salaries of clerk, bill collectors, sweepers etc.
5. The costs of working and maintenance of water, pumps lights and others services charges.
6. Local Authority and other taxes and other assessments.
7. Insurance of the Building.
8. Cost of water or electric meters and/or any deposit water or electricity.
9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.
10. Maintenance of lift, facility, fire fighting system. etc.
11. Towards the cost of maintenance/repairs/replacements/renovation of common roads, storm water drains, sewage line and treatment plant, street light and cabling, water tanks, filtration plant and distribution pipes, footpaths, central park, and other common facilities, and common infrastructure.



IN WITNESS WHEREOF, The Developers and The Purchasers have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

J. Damania,
LL.B., S

113, 11th F
Apartments,
Avilion Complex
Industrial Desai Road
400 025.

SIGNED AND DELIVERED by the)
withinnamed 'DEVELOPERS')
RENUKA BUILDERS AND DEVELOPERS)
PVT. LTD, in the presence of..)

For Renuka Builders and Developers)
Mukesh L. Shah (C.A.)

- 1. *[Signature]*
- 2.

SIGNED AND DELIVERED by the)
withinnamed 'PURCHASER')
SOUMYA TRANSPORT PVT. LTD.)
on the presence of...)

For SOUMYA TRANSPORT PVT LTD)
[Signature])
MANAGING DIRECTOR)

- 1. *[Signature]*
- 2.

RECEIVED of and from the withnamed)
Purchaser Mr./Mrs./M/s.)
a sum of Rs. 21,000/- (Rupees)
Twenty one thousand only) being the)
amount withinmentioned to have been paid)
by him/her/them to us) Rs. 21,000/-



WITNESS

WE SAY RECEIVED;
FOR RENUKA BUILDERS AND DEVELOPERS

- 1. *[Signature]*
- 2.

[Signature]
DIRECTOR

KIRIT N. DAMANIA & CO.

ADVOCATES & SOLICITORS

N. Damania,
LL.B., Solicitor

113, 11th Floor,
Apartments,
Pavilion Compound,
Jai Desai Road,
V-400 026.

Telephone :
Office : 22 59 55 - 22 35 17
2872908 (Fax)
Resi. : 492 85 03

Office :
Unit No. 1113, 11th Floor,
Rahaje Centre,
Free Press Journal Road,
Nariman Point, Bombay-400 021.

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TO WHOMSOEVER IT MAY CONCERN

Reg. S. NO.	H. NO.	AREA	VILLAGE	OWNERS
108	1 Part	0.04.0	Manikpur	Laxman Toku Patil
108	2 Part	0.10.0	Manikpur	Madhukar C. Patil
107	1 Part	0.20.0	Manikpur	Bistribai Jome Gharat
110	Part		Manikpur	Onali Taherali Bandukwala.
10	6 Part	0.03.3	Achole	Vithabai Sakharam Mhatre & Others.
10	2 Part	0.13.9	Achole	Vithabai Sakharam Mhatre & Others.
12	4 Part	0.33.9	Achole	Yadav Padman Patil & Others.
10	3 Part	0.33.0	Achole	Vithabai S. Mhatre & Others.
10	4 Part	0.05.5	Achole	Vithabai S. Mhatre & Others.
10	1 Part	0.19.5	Achole	Anil Keshvelal Shah
11		0.18.2	Achole	Smt. Banibai Somwar Patil, & Tarabai Balchandra Patil.
12	7/2 Part	0.10.2	Achole	Padmakar Babu Dalvi
12	7/1	0.17.4	Achole	Ramchandra Krishna Patil (2) Kashi Nath Krishna Patil (3) Madukar Krishna Patil and Others.
12	5	0.06.1	Achole	Ramchandra Krishna Patil (2) Kashi Nath Krishna Patil (3) Madukar Krishna Patil and Others.
5	12	0.11.9	Achole	Ramchandra Krishna Patil (2) Kashi Nath Krishna Patil (3) Madukar Krishna Patil and Others.
12	8	0.02.0	Achole	Yadav Padman Patil & others.
5	11	0.12.6	Achole	Yadav Padman Patil & Others.

situate at Village Manikpur and Acholi, Taluka Vasai,
District Thane, Registration Sub-District of Vasai and
Registration District of Thane.



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THIS IS TO CERTIFY that we have perused the Title Deeds in respect of the above pieces of land produced by Mr. R.K. Wadhwan (who has agreed to purchase the aforesaid pieces of land from the above named Owners) and we have also taken searches in the Offices of the Sub-Registrar and in the office of Talati and obtained record of rights and mutation entries with a view to investigate title of the aforesaid Owners in respect of the aforesaid pieces of land (which are comprised in Sector IX of the Town Ship Vasant Nagri at Vasai) to be developed by M/s. Renuka Builders & Developers Pvt.Ltd., and that the title of the persons mentioned opposite to the lands held by such persons as Owners thereof is clear and marketable and free from encumbrances.

2. By and under different Agreements for sale as supplemented by relevant Supplemental Agreements (executed separately on different dates) each of the aforesaid Owners have agreed to sell to Shri. R.K. Wadhwan the pieces of land mentioned opposite their respective names as hereinabove mentioned to Shri. R. K. Wadhwan.

3. Shri. R.K. Wadhwan agreed to transfer and assign all his rights and benefits under the aforesaid Agreements to Dewan Investments Pvt.Ltd. under the Agreement dated 5th April, 1992.

4. Shri R.K. Wadhwan has duly got sanctioned from the Concerned Authorities and CIDCO authorities non Agricultural permission and the lay out plans, building plans and also obtained the necessary commencement certificate for the construction of various Buildings in the said Town Ship of Vasant Nagri.

5. The said Dewan Investments Pvt.Ltd. by an Agreement of Development dated 7th July, 1992 granted Development Rights in respect of all the pieces of land which are comprised of the entire Town Ship of Vasant Nagri, (Sector IX being a part of the said Town Ship of Vasant Nagri) to M/s. Renuka Builders & Developers Pvt.Ltd.

6. Various Agreements read with Supplemental Agreements executed by the owners in favour of R.K. Wadhwan and the Agreement dated 7th July, 1992 executed between Dewan Investment Pvt.Ltd. and Renuka Builders Pvt. Ltd. are valid and subsisting.

7. M/s. Renuka Builders & Developers Pvt.Ltd., are thus entitled to develop the pieces of land comprised in the Town Ship Vasant Nagri, by constructing buildings for residential use in accordance with the non agricultural permission, the building plans and lay out plans sanctioned by the CIDCO authorities and other Concerned Authorities.



Kirit N. Damania & Co.
ADVOCATES & SOLICITORS

4

8. The said pieces of land as are referred to herein above being outside 8 K.M. peripheral area of the urban agglomeration are not subject to the provisions of Urban Lands (Ceiling & Regulation) Act 1976.

Bombay, dated this 16th day of August, 1994.

for KIRIT N. DAMANIA & CO.

Kirit N. Damania

PROPRIETOR.



Annexure 'B'

F. 2 (A)

गा. न. नं. ७, ७ अ व १२
 स. नं. ३०४ हिस्सा नं. विक्रमी कचबेदार

३०४
 को. २००० ११२८ अ. १
 १०३०

गाव: - विक्रमी
 ता. २०००
 इतर हक: -

आर.	प.	मुं.
खेत कावणी-कायक ...		
पोट खराबा ...		
एकण ...		

आकार	र.	पे.
खुबी अथवा खादा आकार		
पाणी...		

वर्ष	कुळ आणि खंढ	क्षेत्र	रीत	पिके आणि कागद	क्षेत्र	धोरा
२०००		०.१२-६	१	विक्रमी	०.०३-४	



(अस्तित्व वरतुकूम नक्कल) तारीख

०६/०२/००
 विक्रमी

गा. न. नं. ७, ७ अ व १२

स. नं. ५७६ हिस्सा नं.

कबजेदार

क्षेत्र कावपी-कायक ...
पोट खरावा ...
एकूण ...

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१०२२	

कार के प्रधान
की होलींग
गणित विद्या

3402

गांव: जासपुर
तालुका: ...
इतर हक:

आकार
नदी अधिन
रा आकार

र.	वे.
१०	३५

कुळ आणि खंड	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा

(आस्तर बरहुकुम नक्कल)
तारीख

तहसील
जिल्हा
जिल्हा

व.
ह.
आक
शुची
पार
वर्ष
५३/५६
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५५/५१
५५/५१
५५/५५
५५/५५
५५/५५
५५/५५
५५/५५
५५/५५
५५/५५
५५/५५
५५/५५

गा. न. नं. ७, ७ अ व १२

स.नं. १०६ विस्वा नं. -

कनभेदार
 सुकुमर अर्का सुलाम सुसेम अंशुमवार
 ३५६ ६६३
 लोयन अर्का सुकुमर अर्का अंशुमवार
 १७७२
 ओम अर्का लोयन अर्का अंशुमवार

आर. २-५६-०
 क्षेत्र लावणी-आयक ...

ए.	मु.
६	१३

वोट खराबा ...
 २-५६-०
 एकूण ...

६	१३
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आकार ...
 सुवी अक्षवा
 बादा आकार }
 पाणी...

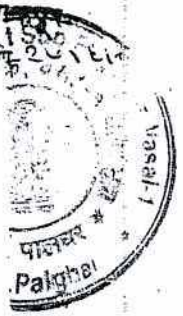
र.	वे.
५	१६

वर्ष	कुळ आणि खंड	क्षेत्र	रीत	पिके आणि कागवड	क्षेत्र	घेरा
५३/५४	ओम	६६१३	-	ओम	६६१३	
५४/५५	ओम	६६१३	-	ओम	६६१३	
५५/५६	ओम	६६१३	-	ओम	६६१३	
५६/५७	ओम	६६१३	-	ओम	६६१३	
५७/५८	ओम	६६१३	-	ओम	६६१३	
५८/५९	ओम	६६१३	१	ओम	६६१३	
५९/६०	ओम	६६१३	१	ओम	६६१३	
६०/६१	ओम	६६१३	१	ओम	६६१३	
६१/६२	ओम	६६१३	१	ओम	६६१३	
६२/६३	ओम	६६१३	१	ओम	६६१३	
(अस्तित्व बरहुकुम नबकल)						

तारीख

तहसील

क्षेत्र
 घेरा



स.नं. ११० दि.सं. -

गा. न. नं. ७, ७ अ व १२

प. सं.	सं.
३	१
३	१

कुपसेदार
 अन्नफांसी गुलाभ हुसेन अंशुकताका
 (३५०) (६६७)
 तालका - नयडि
 हतर हका -
 सोयरेअली अन्नफांसी अंशुकताका
 (१५१२)
 अन्न आली तालका
 अंशुकताका (१६१०)

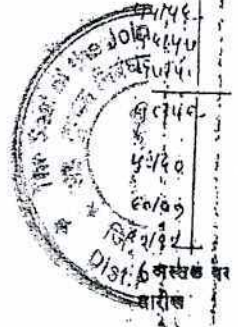
आकार
 कुडी अथवा
 जादा आकार }
 पाणी

क: ६ - ५०

वर्ष	कुले आणि लड्ड	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	शेरा
५३/५४	ओस	३६७	१	ओस	३६७	
५४/५५	ओस	३६७	१	ओस	३६७	
५५/५६	ओस	३६७	१	ओस	३६७	
५६/५७	सोसाया जागे वराने	३६७	१	ओस	३६७	
५७/५८	सोसाया जागे वराने	३६७	१	ओस	३६७	
५८/५९	सोसाया जागे वराने	३६७	१	ओस	३६७	
५९/६०	सोसाया जागे वराने	३६७	१	ओस	३६७	
६०/६१	सोसाया जागे वराने	३६७	१/१	ओस	३६७	
६१/६२	सोसाया जागे वराने	३६७	३/१	ओस	३६७	
६२/६३	सोसाया जागे वराने	३६७	३/१	ओस	३६७	

(सोसाया)

तकाठी



स. नं.
 क्षेत्र सं.
 आकार
 कुडी अथवा
 जादा आकार
 पाणी

— मजदूर
 का— नम
 रक—

गा. न. नं. ७, ७ अ व १२

सं. नं. १११ रिखा नं. ११

कचवेदार
 (१५२) (१५०/१५१)
 (१५२) (१५०/१५१)
 (१५२) (१५०/१५१)

गावा— आगेकमूर
 ताडका— नम

आर.	ए.	सु.
१५०६	१५	११
क्षेत्र लावणी-कायक ...	३	३६५
पोट खराबा ...	१५	११
एकूण...		

दतर हफ्त—
 आ. कु. ११५२
 (१५२) (११५२)
 (१५२) (११५२)
 (१५२) (११५२)
 (१५२) (११५२)
 (१५२) (११५२)
 (१५२) (११५२)

आकार	क.	व.
कुडी:अथवा		
बादा आकार		
पाणी...		

क्षेत्र	शेरा
३६१	
३६१	
३६१	
३६१	
३६१	
३६१	
३६१	
३६१	
३६१	
३६१	

वर्ष	कुळ आणि खंड	क्षेत्र	रीत	पिके आणि सागवड	क्षेत्र	शेरा
५३/५४	जोगा जिपना	५०६१	३	जोगा	५०६१	
५४/५५	—	५०६१	३	जोगा	५०६१	
५५/५६	—	५०६१	३	जोगा	५०६१	
५६/५७	—	५०६१	३	जोगा	५०६१	
५७/५८	—	५०६१	३	जोगा	५०६१	
५८/५९	—	५०६१	३	जोगा	५०६१	
५९/६०	—	५०६१	३	जोगा	५०६१	
६०/६१	—	५०६१	३	जोगा	५०६१	
६१/६२	—	५०६१	३	जोगा	५०६१	



तसाठी

दा. ग. नं. ७, ७ अ व ए २

स. नं. १३२ ए. दि. नं.

हे. मार. १६ ५
क्षेत्र लावणी-आयक ...

पोट खराबा ...
ए. १६ ५
ए. १६ ५

ए.	सं.
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[२]	१६११

कन्याधार
कुटुंबातील व्यक्ती (उपरोक्त) कडून
(३५३) (६३३) (१६५३)

(तायार आली पुरवण आली)
कडून (१६११)

(३१) नं. आली तायार आली
कडून (१६११) (१६११)

मातः-- ११/११/११

मातः-- ११/११

पुतः--

११/११/११

[११/११/११] (१६११) (१६११)

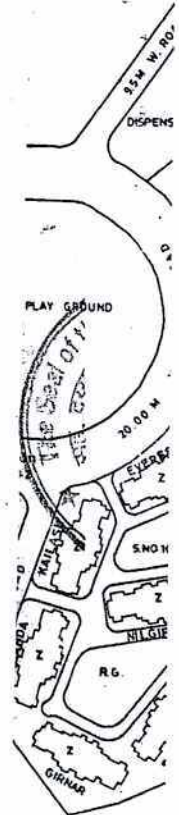
मातः	१ - ५६
सुखी अथवा मातः आकार	
पाणी...	

वर्ष	कुळ आणि खंड	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	ए. १२१
५३/५३	लावणी सिपिआ	२६१६११	३	आत	२६१६११	
५४/५४	---	२६१६११	३	आत	२६१६११	
५५/५५	---	२६१६११	३	आत	२६१६११	
५६/५६	---	२६१६११	३	आत	२६१६११	
५७/५७	सुखी	२६१६११	३/२	आत	२६१६११	
५८/५८	---	२६१६११	३/२	आत	२६१६११	
५९/५९	---	२६१६११	३/२	आत	२६१६११	
६०/६०	---	२६१६११	३/२	आत	२६१६११	

(सर्वेक्षण परतून नसताना)
मातः

(११/११) ५६१

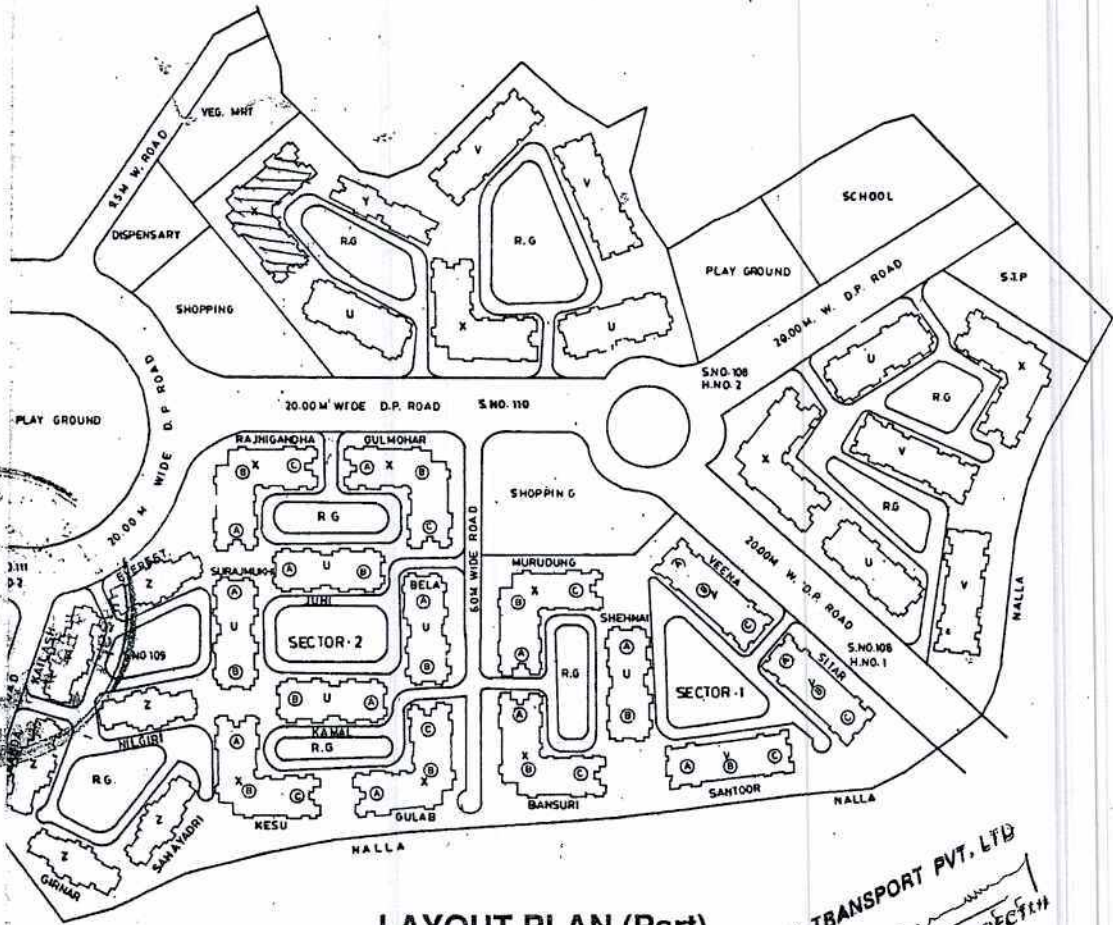
मातः



Annexure 'C'

VASANT NAGRI

VASAI (E)



LAYOUT PLAN (Part)

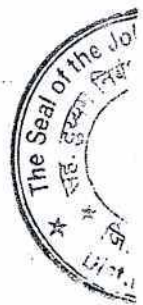
FOR SOUMTA TRANSPORT PVT. LTD
[Signature]
 MANAGING DIRECTOR

For Percha Builders & Developer (P.) Ltd.

Makesh L. Shah
 (C. A.)

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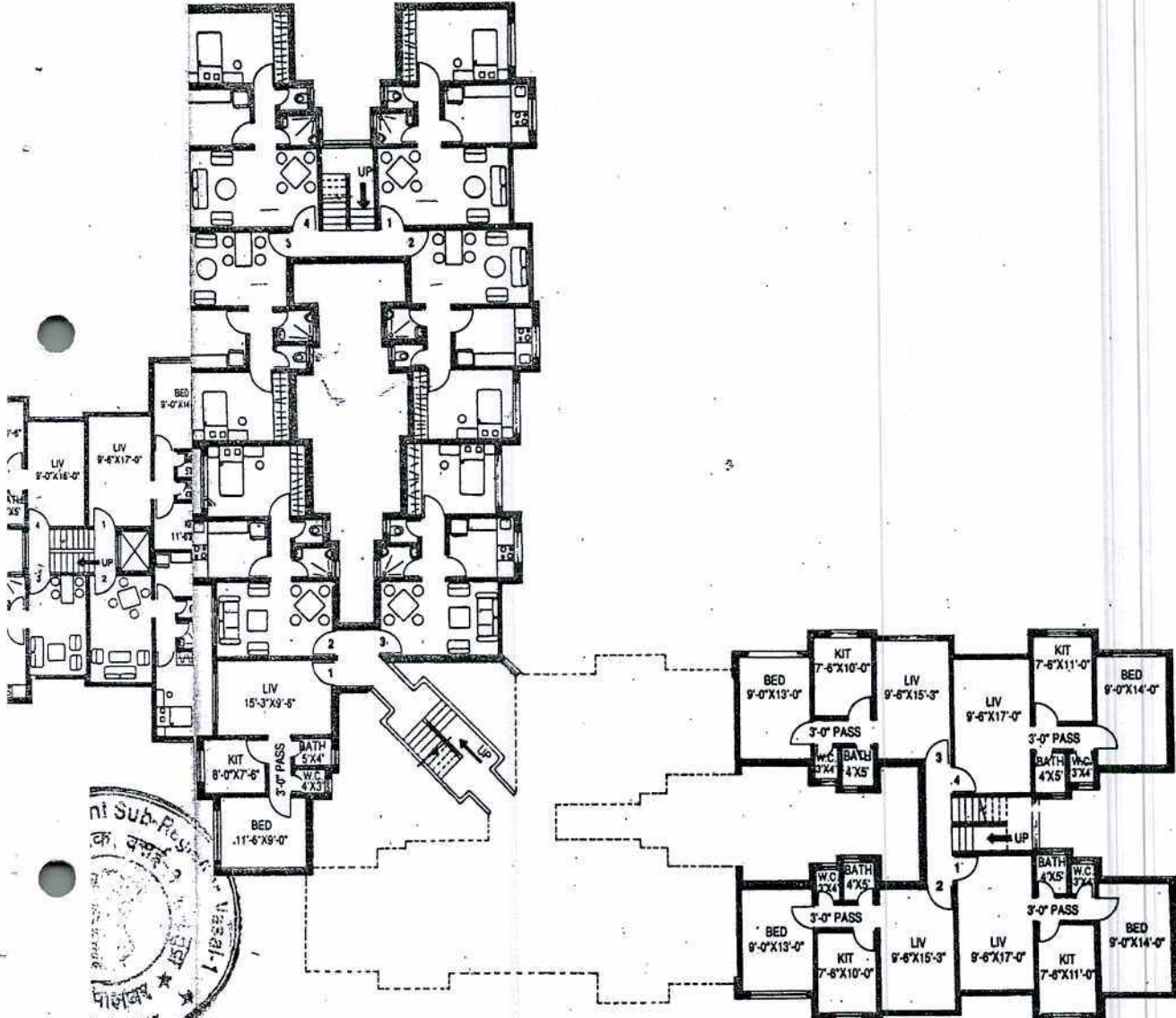
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AGRI

VASANT NAGRI

VASAI (E)

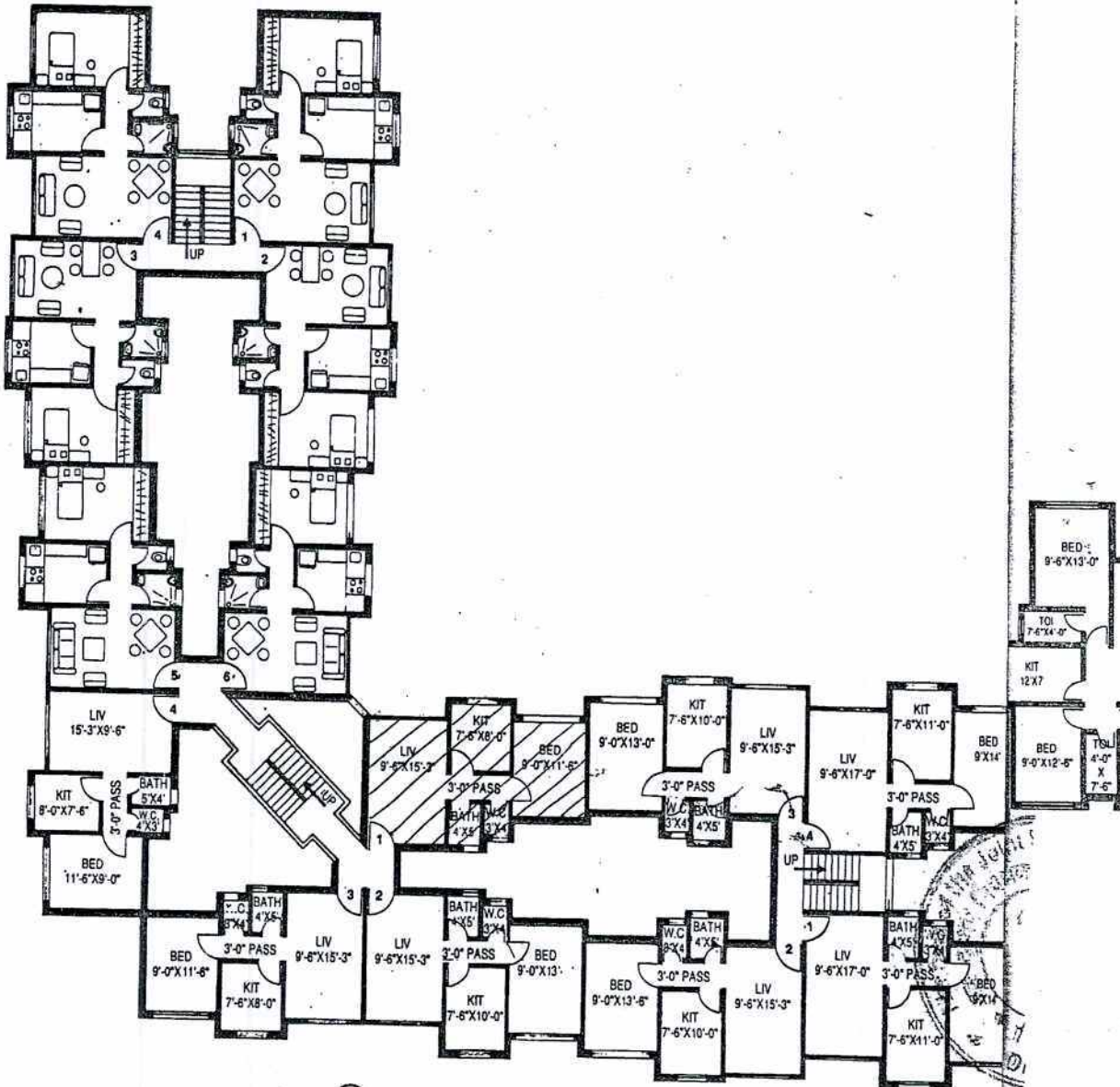


(X) TYPE GROUND AND STILTS FLOOR PLAN.

FLAT/SHOP NO.:	
FLOOR	
WING	
AREA	

VASANT NAGRI

VASAI (E)



(X) TYPE TYPICAL FLOOR PLAN.

FRI SOUMYA TRANSPORT PVT. LTD.

MANAGING DIRECTOR

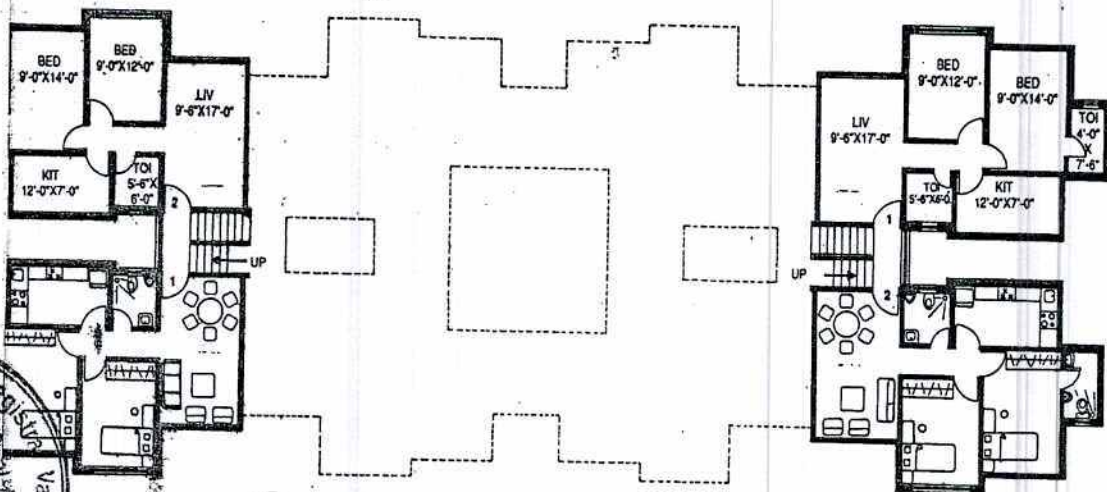
FLAT / SHOP NO.:	301
FLOOR	3 RD
WING	B
AREA	490

RAVARI

Annexure 'D'

VASANT NAGRI

VASAI (E)



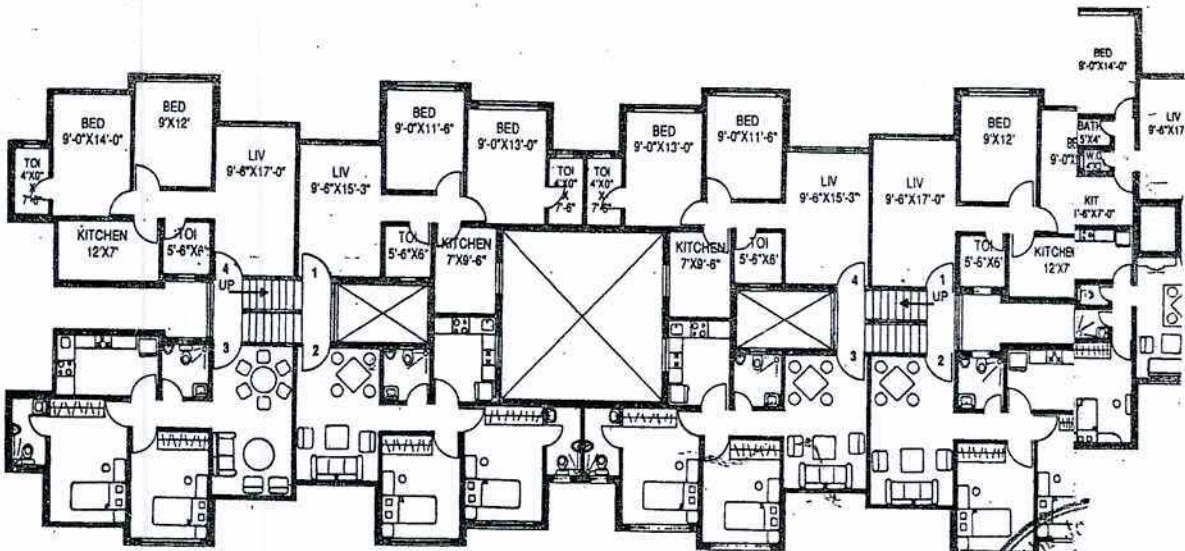
U TYPE GROUND AND STILTS FLOOR PLAN.



FLAT/SHOP NO.:	
FLOOR	
WING	
AREA	

VASANT NAGRI

VASAI (E)



U TYPE TYPICAL FLOOR PLAN.

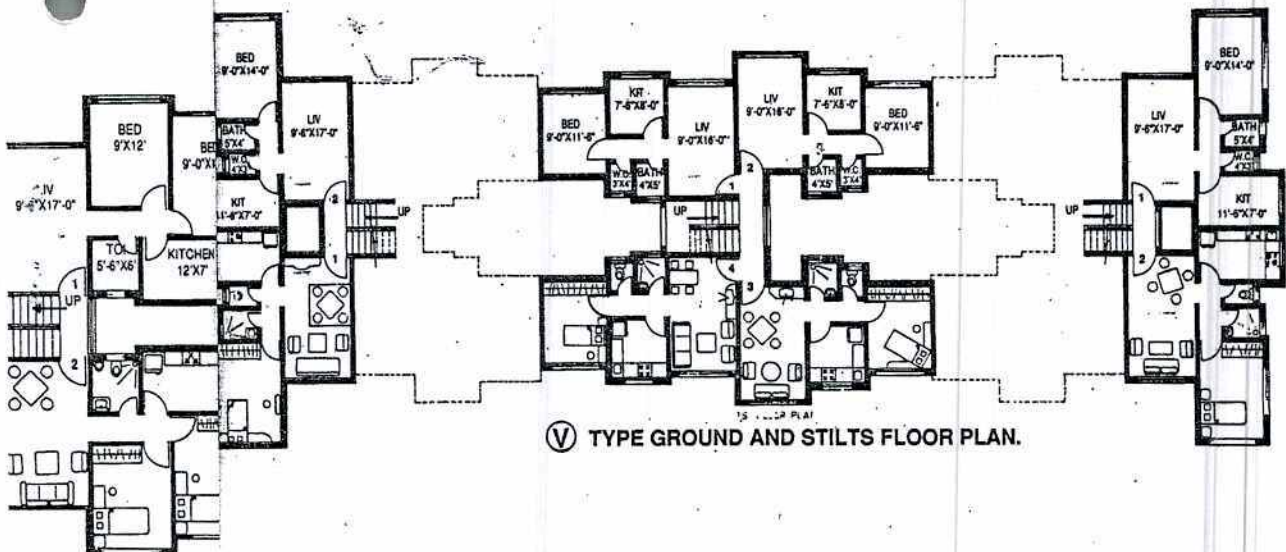


FLAT/SHOP NO.:	
FLOOR	
WING	
AREA	

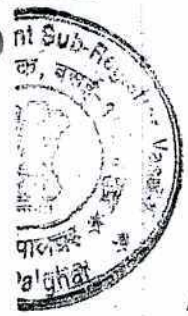
AGRI

VASANT NAGRI

VASAI (E)



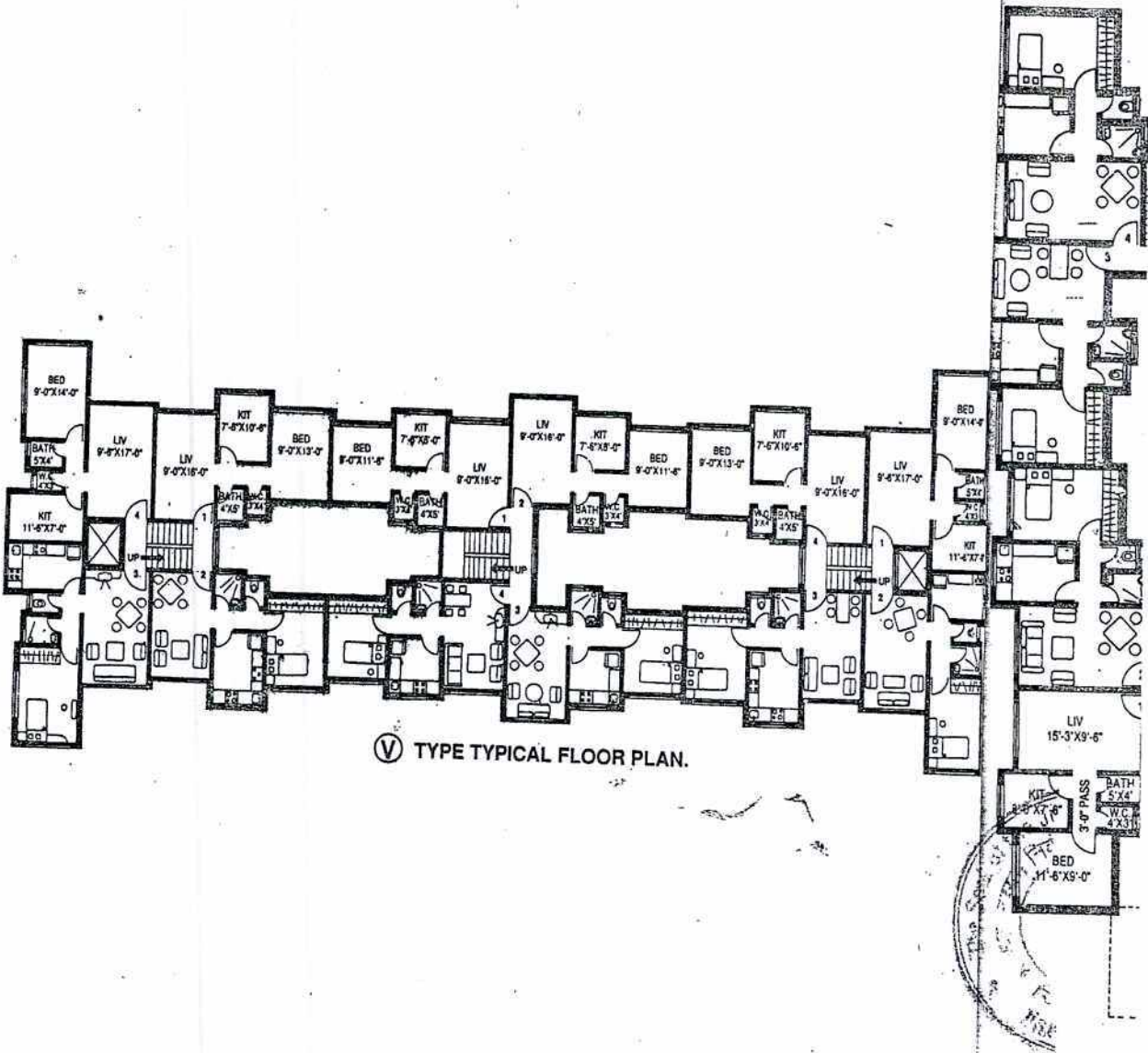
Ⓟ TYPE GROUND AND STILTS FLOOR PLAN.



FLAT / SHOP NO.:	
FLOOR	
WING	
AREA	

VASANT NAGRI

VASAI (E)



⑤ TYPE TYPICAL FLOOR PLAN.

FLAT/SHOP NO.:	
FLOOR	
WING	
AREA	

AGRI

VASANT NAGRI

VASAI (E)



② TYPE TYPICAL FLOOR PLAN.

01
RD
B
90

FLAT / SHOP NO.:	
FLOOR	
WING	
AREA	

ANEXURE 'E'

(A) Common areas and facilities of the said premises in relation to the said building.

(A) The Portion of the said property on which the plinth of the said building shall be constructed, and the common service lines such as electricity, water, drainage, common recreation areas.

(B) The following facilities located through the building :

- (1) Water tank located on thereof the Building.
- (2) Plumbing net work throughout the Building.
- (3) Electric wiring network throughout the Building.
- (4) Necessary, light, telephone and public water connections.
- (5) The foundations and main walls, columns, girders, beams and roofs of the building ; and
- (6) All the apparatus and installation for common use.

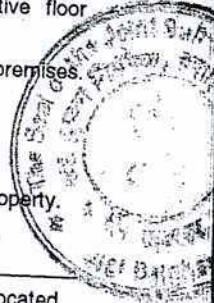
(C) The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the premises of respective floor :

- (1) A lobby which gives access to the stairway from the said premises.

(D) Percentage of undivided share of the said permission :

- (i) Common areas and facilities relating to the said larger property.
- (ii) Common areas and facilities relating to the said building.
- (iii) Restricted common areas and facilities on the _____ floor of the said building on which the said premises is located,

NB : The aforesaid percentage is tentative and is liable to change in the event of their being change in the layout of the larger property and/or in the building plans of the said building.



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For SOUMYA TRANSPORT PVT. LTD.
 sd1 - S. Shetty.
 MANAGING DIRECTOR

सही/अ. रा. रोकडे
 दुय्यम निबंधक वसई-१

७ देणार -

मे. रंग. विलडत अंनड डेव्हलपमंत
 मा. सि. वॉर्स डायरेक्टर जितेंद्र एन. शेंड
 तफ. मु. सुब्बा रा. शाह तर्फे
 मुर. मंथ. कडु भित्तान, नोकरी
 सा. व. सोम. १/ बो. रोड,
 जि. वि. ... ४०० ०६७

७ घेणार -

सुमता दान्कुपेटि प्रा. मि.
 तर्फे मं. डाय. सुमता शेंडली
 सुबान शा. १०३, राजेंद्र रूला,
 महवानगर, एस. वि. गोरगाव
 (प.) मु. ध.

विलडत - कडु - तफ.

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sd1 - R. Kutunyu/
 sd1 - S. Shetty.

की वेतकी--	2000-00
बोयरी फी	2-00
दफतेची फी	3-00
(कोडीकोप)	94-00
बेन्दावे तळोची फी	2620-00
बादी फी	
बादा नकडोची फी	
तपास फी	
रुख फी	

सही/अ. रा. रोकडे
 दुय्यम निबंधक वसई-१

अमु.
 वसंतनगरी, वसई
 (पू.) ता. वसई.

बरील इसम असे निवेदन करता-
 कि उपरोक्त वस्तुऐवज करून
 देणारास व्यावस्था ओळखतात
 व त्याची ओळख घटवतात.
 सही- अमु.
 दि. १०/११/९९.
 सही/अ. रा. रोकडे
 दुय्यम निबंधक वसई-१

(4)

ची नक्कल केली खरी मत
ची वाचली
ची रुजूवात घेतली

दुय्यम निबंधक वसई-१

मुस्तक क्रमांक (एक) चे ११०००
२६ वे पृष्ठावर ... बालमावश
५४ क्रमांकावर नोंदला
सद्दी/ब. रा. रोकडे
दुय्यम निबंधक वसई-१
दिनांक ५ माहे १२ सन १९९४



उपलब्ध झाल्यावर खरी मत
नक्कल केली
ची वाचली
ची रुजूवात घेतली
सह. दुय्यम निबंधक, वसई क्र.-१

सदर नक्कल श्री. गोबिन्दा द्वाजसोई
यांचा अर्ज क्रमांक १५९९३ दि. १३/१२/२०१२
ची दिली आहे. दि. १३/१२/२०१२