



No. 1021  
General Stamp Office,  
Bombay No. 1.  
Dated 19

Issued to *Bharat Engineering Construction Co.*  
Non-Judicial Stamped Paper of Rs.

*Stamp*  
Stamp Office.

OCT 1977

ARTICLES OF AGREEMENT made at Bombay this 18<sup>th</sup> day of October 77 between Shri Morarji Khimji Gosar aged 52 years carrying on business at 4, Tripathi Bhavan, Aarey Road, Goregaon (W) B'y 400062 hereinafter referred to as 'the party of the First Part' and Shri Kantilal M. Dave & Narendra M. Dave residing at present 24, Vardhman Nagar, Narsingh lane, Malad (W) B'y 400064 hereinafter referred to as "the party of the Second Part".

WHEREAS the party of the First Part has purchased a residential accomodation being flat No. 53 in the 'B' building of Vardhman Nagar, Narsingh Lane, Malad (West), Bombay -64 from M/s. Bharat Engineering Construction Co., carrying on business at 113, Arun Nagar, Station Road, Santacruz (West), Bombay -24 by an Agreement for sale dated 25<sup>th</sup> May 1974 on the terms & conditions and for the consideration mentioned therein;

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

1. The party of the First Part agrees to sell and the Party of the Second Part agrees to purchase the said Flat No. 53 in 'B' Building of Vardhman Nagar, Harsingh Lane, Malind (West), Bombay - 64, for Rs. 20000/-. MK
2. The Party of the Second Part has paid the sum of Rs. 2000/- as earnest money for the purchase of the said flat the receipt whereof the party of the First Part hereby acknowledge the balance amount of Rs. 18000/- shall be paid by the purchaser to the Vendor on execution of these presents. MK
3. The party of First Part has obtained the permission of the Builders M/s. Bharat Engineering Construction Company before the sale of the above flats as it was necessary to do so as per the terms and conditions contained in the said agreement for sale dated 25-5-1974 and the said builders to signify their assent that they have no objection to transfer the said flat in the name of the party of the Second Part while giving conveyance & the society have signed as witness in this agreement;

4. The Party of the Second Part agrees to abide by all the terms and conditions which the party of the First Part has agreed to observe with the Builders M/s. Bharat Engineering Construction Co., A Blank copy of the agreement to bring those terms and conditions to the knowledge of the party of the said Second Part has been supplied to the Party of the Second Part by the Party of the First Part.
5. The Party of the Second Part has inspected the flat and satisfied himself/herself about the conditions and workmanship and the area of of the Flat. and also about the approximate area of the Flat which is 375. However the party of the Second Part shall not be entitled to raise any objection regarding any of the above area at any time in future.
6. The Party of the Second Part has satisfied himself about the title of the Builders M/s. Bharat Engineering Construction Co., and also of the Party of the First Part and shall not be entitled to raise any objection regarding title at any time in future and no requisitions in this respect shall be admissible either by the Party of the First Part or the Builders M/s. Bharat Engineering Construction Co.
7. The Party of the Second Part agrees to become the Member of the said Society to be formed by the Builders and abide by the Rules and Regulations and Bye-laws of the Society at all times.
8. The Party of Second Part agrees to pay his share of maintenance and Municipal Taxes etc. to M/s. Bharat Engineering Construction Co. regularly and thereafter to the Society on Conveyance of the building. The Party of the Second Part shall not question the amount of share in maintenance charges, which will be determined exclusively by the Builders.

*ACK*

9. The Party of the First Part confirm to have receive back the amount of Re. 250/- and ~~6,000/-~~ paid to M/s. Bharat Engineering Construction Company as its share by way of Deposits for the maintenance expenses and 5 shares of the Society.

10. The Party of the First Part agrees to return the Agreement for sale dated 25-5-1974 lodged for registration whenever received by him after the registration to the party of the Second part.

SIGNED AND SEALED AND DELIVERED )  
by the withinnamed Party )  
of the First Part Shri )  
Morarji Khinji Gosar )  
in the presence of - )  
Shri RASIK A SHAH. )

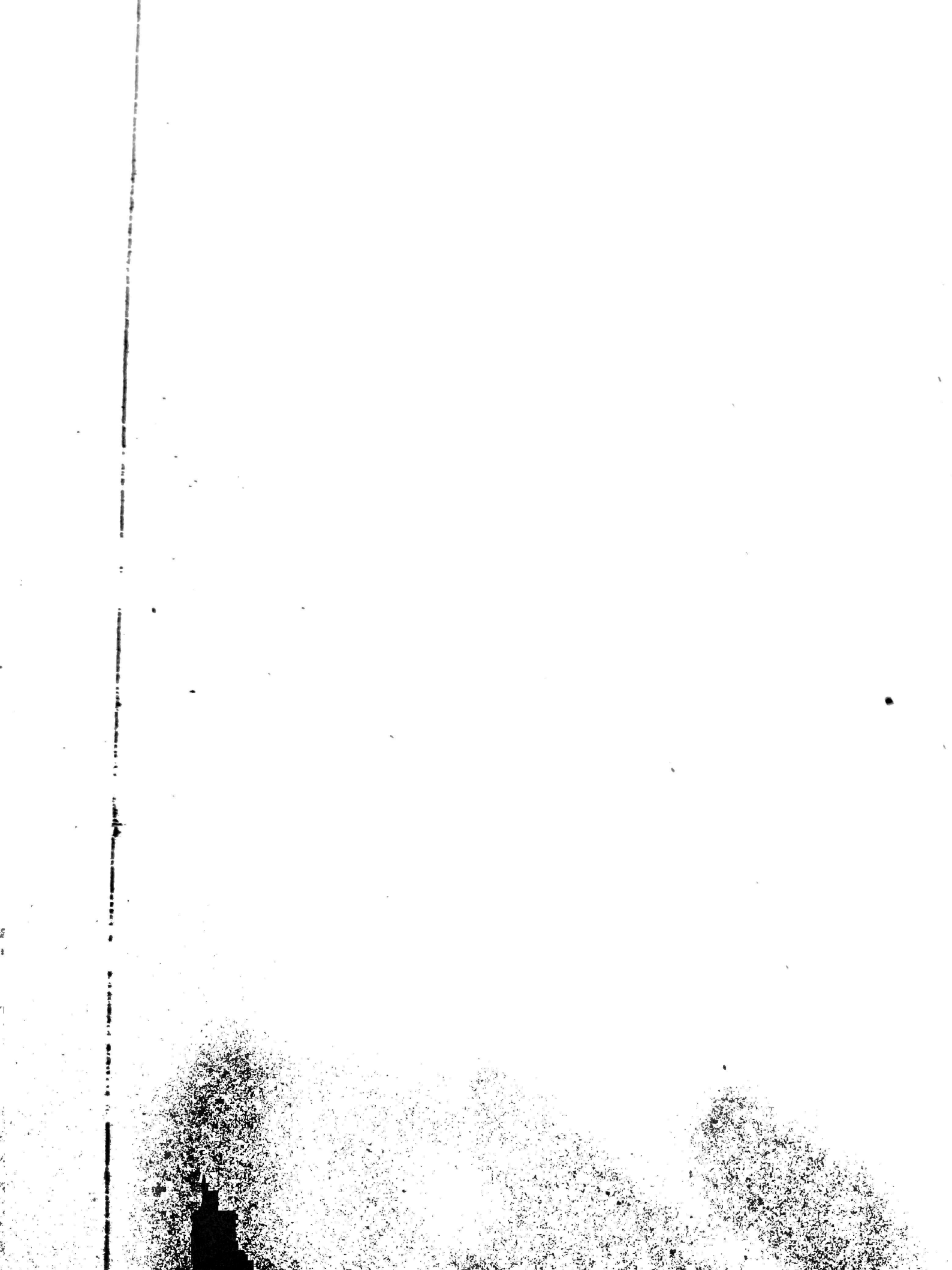
*Morarji Khinji*

*Rasik Shah*

SIGNED SEALED AND DELIVERED )  
by the withinnamed Party of )  
the Second Part Shri Kantilal )  
M. Dave & Narendra M. Dave )  
in the presence of Shri )  
RASIK A SHAH. )

~~*N.M.*~~

*Rasik Shah*





No. 3726 of 1971 on or about 26th August 1971 AND WHEREAS the True Copy of the said Deed of Conveyance has been inspected by the Flat Holder AND WHEREAS the Builders have handed over to the Flat Holders such documents, papers as may be required to be submitted to the Flat Holder under the Maharashtra Co-operative Societies Act, 1962 and rules framed thereunder AND WHEREAS the certificate of title issued by the Builders' Attorneys M/s. Shah & Sanghavi has been inspected by the Flat Holders a copy whereof is annexed to this Agreement AND WHEREAS the Builders will be selling the flats in the said buildings on what is known as Ownership basis with a view ultimately that the Builders shall form a Co-operative Society duly registered under the Maharashtra Co-operative Society Act, 1960 or they should incorporate a private Limited company with the Flat Holders as members or share-holders AND WHEREAS the Flat Holder agreed to acquire from the Builders flats/shops/garages of Bldg. B on Third floor bearing No. 53 in the said building upon and subject to the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties hereto as follows:—

1. The Builders shall, under normal conditions, construct a building, as per the said plans, designs and specifications seen and approved by the Flat Holder, with such variations and modifications as the Builders may consider necessary or may be required by any Public Authority to be made in them or in any of them. The Flat-Holder hereby consents to such variation.

2. The Flat-Holder hereby agreed to acquire the said Flat admeasuring 375 s. ft. (approx) together with the amenities mentioned in the Second Schedule hereunder written at or for the price of Rs. 15750/- (Rupees fifteen thousand Seven hundred fifty only)

3. The Flat-Holder agrees to pay to the Builders the said Consideration price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as under:—

(a) By payment of Rs. 14,250/- (Rupees four thousand two hundred fifty only) as deposit on the execution of this Agreement.

(b) By making the following part-payments towards the balance of the purchase price which shall be payable in the manner and by the instalments specified below, within 7 days of the Builders giving to the Flat-Holder written notice calling for payment of the said moneys:

- (i) Rs. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 197
- (ii) Rs. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 197
- (iii) Rs. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 197
- (iv) Rs. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 197

(v) Rs. 1500/- being the ultimate balance of the purchase price, against delivery of possession of the said flat.

4. If the Flat Holder commits default in payment of any of the instalments aforesaid on their respective due date (time being the essence of the contract), the Builders shall be at liberty to terminate this Agreement in which event the said deposit paid by the Flat-Holder to the Builders shall stand forfeited. The Builders shall, however, on such termination, refund to the Flat-Holder the instalments if any, which may have till then been paid by the Flat-Holder to the Builders, but without

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any further amount by way of interest or otherwise. On the builders terminating this Agreement under this clause, they shall be at liberty to sell the said flat to any other person as the Builders deem fit, at such price as the Builders may determine and the Flat Holder shall not be entitled to question such sale or to claim any amount whatsoever from the Builders.

5. Without prejudice to their other rights under this Agreement and/or in law, the Flat Holder shall be liable to pay interest at the rate of 12% per annum on all amounts due and payable by the Flat Holder under this Agreement, if such amount remains unpaid for seven days or more after becoming due.
6. Possession of the said flat shall be delivered to the Flat Holder after the Building is ready for use and occupation PROVIDED ALL the amounts due by the Flat Holder under this Agreement are paid to the Builders. The Flat Holder shall take possession of the said flat within seven days of the Builders giving written notice to the Flat Holder intimation that the said Flat is ready for use and occupation.
7. Subject to availability of materials and emergencies beyond the control of the Builders the date of possession of the Flat/Garage/Shop to be given to the Flat Holder shall be . In the event of the building being completed earlier and Occupation Certificate obtained the Flat Holder shall be liable to take earlier possession of the premises purchased by him/her/them and shall be liable for the outgoings payable by him/her/them from such earlier date.
8. Upon possession of the said Flat being delivered to the Flat-Holder, he shall be entitled to the use and occupation of the said flat. Upon the Flat-Holder taking possession of the said flat he shall have no claim against the Builders in respect of any item of work in the flat which may be alleged not to have been carried out or completed.
9. The Flat-Holder agrees and binds himself/herself/themselves to pay in advance from date of the aforesaid Occupation Certificate irrespective of possession taken or not his proportionate share as determined by the Builders of all the outgoings such as Insurance, taxes, common lights, water, sanitation, additions & alterations, repairs, salary of Bill-Collectors, Chowkidars, Sweepers and all other expenses necessary & incidental to the property. The Flat-Holder shall also before taking possession of the said flat/shop/garage keep a deposit of a sum of Rs. 500/- (Rupees *five hundred only*) with the Builders as security deposit for the due compliance of their obligations under this Agreement. The balance amount, if any, after adjusting the dues from the Flat Holder shall be paid over to the Co-operative Society or a Limited Co. on the conveyance of the land and buildings as provided hereinafter. The Flat-Holder shall also deposit with the Builders a sum of Rs. 251/- as the Share money and application Fee. None of these deposits shall carry any interest.
10. The Flat-Holder shall not use the said Flat/garage for any purpose other than as a private residence.
11. The fixtures, fittings and amenities to be provided in the said buildings and in the said Flat and the materials to be used in the Construction of the said buildings and the specifications of the said buildings are those as set out in the schedule hereunder written and the Flat Holder has satisfied himself about the same.
12. The Flat-Holder shall from the date of possession maintain the said flat at his own cost in a good and tenantable repair and condition

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12. The Flat Holder shall not do or suffer to be done anything in or to the said building or in the said flat, staircase and common passages, which may be against the rules or bye-laws of the Bombay Municipality or any other Authority nor shall the Flat Holder change, alter or make additions in or to the said flat or in the Building or any part thereof. The Flat Holder shall be responsible for any breach of this provision.

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13. Provided it does not in any effect or prejudice the rights of the Flat-Holder in respect of the said flat, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title interest in the said land and in the buildings to be constructed thereon.

14. Nothing contained in these presents is intended to be nor shall be construed to be a grant, service or assignment in law of the said Flat or the said land, hereditaments, and premises or any part thereof the said building thereon or any part thereof.

15. The Flat Holder shall not let, sub-let, transfer assign or part with possession of the said flat without the consent in writing of the Builders and until all the dues payable by him to the Builders under this Agreement are fully paid up.

16. The Flat Holder shall have no claim save & except in respect of the particular flat/shop/garage agreed to be acquired i.e. to say all open spaces, parking places, terraces, lights etc. shall remain the property of the Builders until the entire property is transferred to a proposed Co-operative Housing Society or a Limited Co. as hereinafter mentioned but subject to the right of the Builders as herein otherwise provided.

17. The Flat-Holder and the person to whom the said Flat is let, sub-let, transferred, assigned or given possession of shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or the Co-operative Society and/or the Limited Company as the case may be, may require for safe-guarding the interest of the Builders and/or the Flat Holders in the said buildings.

18. The Flat Holder and the persons to whom the said flat is let, sub-let, transferred, assigned or given possession of shall observe and perform all the rules and regulations which the Co-operative Society at registration may adopt and all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated and the additions, alterations, or amendments thereof, for protection and maintenance of said building and the flats therein and for observance and carrying out of the Building Rules and Regulations and the Bye-laws for the time being of the Bombay Municipality and other local authorities and of the Government and other public bodies. The Flat Holder and the persons to whom the said Flat is let, sub-let transferred, assigned or given possession of, shall observe and perform all the stipulations and conditions laid down by such co-operative society or Limited Company as the case may be, regarding the occupation and use of the building and/or the flats herein and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms of this agreement.

19. The Builders will form the Co-operative Society and/or Limited Company with all the Flat Holders as members or Share holder under the provision of law. All the Flat holders will give their necessary Co-operation in formation of the society or the Limited Company. On the Co-operative Society being registered or the Limited Company being incorporated, as the case may be the rights of the Flat holders as the purchaser of the said flat will be recognised by the provisions of the said Co-operative society or Limited Company and the Rules and Regulations framed by them, as the case may be.

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20. On the completion of all the buildings and on receipt by the Builders of the full payment of all the amount due and payable to them by all the Flat Holders of the said Buildings the Builders shall with the co-operation of the Flat-Holder form, register or incorporate a Co-operative Society or a Limited Company the rights of members of the Co-operative Society or of the Limited Company as the case may be, being subject to the rights of the Builders under this Agreement and the conveyance to be executed in pursuance hereof. When the Co-operative Society or Limited Company is registered or incorporated as the case may be, and all the amounts due and payable to the Builders are paid in full as aforesaid, the Builders shall execute, the necessary conveyance in favour of such Co-operative Housing Society or Limited Company, as the case may be.

21. Messrs. Shah & Sanghavi, Solicitors of the Builders shall prepare and/or approve, as the case may be, the Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws or the Memorandum of Association in connection with the formation, registration and or incorporation of the Co-operative Society or the Limited Company as the case may be. All costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the conveyance and other documents and the formation, registration or incorporation of the Co-operative Society or the Limited Company as the case may be, shall be borne shared and paid by all the Flat Holders of the said building, in proportionate shares and/or paid by such Co-operative Society or Limited Company.

22. The stamp duty and registration charges incidental to this agreement shall be borne and paid by the Flat Holders only.

23. In case any security deposit is demanded by Bombay Municipal Corporation for the purpose of giving water connection or by BSES Ltd for the purpose of giving Electric connection to the said buildings such deposits shall be payable by all the Flat Holders of the Buildings in the share as determined by the Builders. The Flat Holder Agrees to pay on demand to the Builders his/her share of such deposit.

24. If at any time any development and/or betterment charges are charged, or other levy levied sought to be recovered by the Bombay Municipality, Government and/or any other Public Authority in respect of the said land and/or building the same shall be the responsibility of all the Flat Holders of said building and same shall be borne and paid by all the Flat Holders in proportionate shares.

25. The Builders shall have a right until the execution of the Conveyance in favour of the proposed society or Limited Company to make additions, alterations raise storeys or put up additional structures as may be permitted by Municipal Corporation and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Builders who will be entitled to dispose it off in any way they choose and the Flat Holder hereby consents to the same. The terrace of the building including the parapet wall shall always be the property of the Builders and the Builders shall also be entitled to display advertisements, on the walls of the water tanks standing on the Terrace and shall be exclusively entitled to the income that may be derived by display of the said advertisement. The Agreement with the Flat Holder and all the purchasers of the other flats in the said building shall be subject to the aforesaid rights of the Builders who shall be entitled to use the said terraces including parapet wall and the walls of the Water Tanks therein for any purpose including the display of advertisements and sign boards and the Flat Holder shall not be entitled to raise any objection

or to any abatement in the price of the flat agreed to be acquired by him/her and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever.

26. The entire colony shall always be known as 'Vardhman Nagar' and this name shall not be changed at any time for any reason whatsoever, except with the written permission of the Builders.

27. All Notices to be served on the Flat Holders as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flats Holder by prepaid post under Certificate of posting at his address specified above.

28. The Flat Holder shall pay to Babubhai & Jaisukhlal Brokerage as fixed by the Builders for having brought about this transaction.

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

**THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO**

All that piece or parcel of land admeasuring 12221 Sq. yds. (out of which 3876 square yards is non-agricultural and remaining agricultural) bearing Survey No. 47, Hissa No. 1, (Part) of Village Malad, Taluka Borivli, in the Greater Bombay, situated lying and being at Narsing Lane, Malad (West) together with all the structures standing thereon and bounded as follows that is to say. On or towards the East by a Plot of Kartarsingh Barodkar, Daulasingh Gangasingh and Adarsh Dugdhalaya. on the West, of Adarsh Dugdhalaya on or towards the North by the land of Adarsh Dugdalaya, Parlikar Engineer and Vasumati Jethalal Dave or towards the South by the land of Gokuldas Narandas, Gandhari Rane and Pochchanwalla and or Narsingh lane.

Signed Sealed & delivered by the  
withingamed flat holder.

shu/amt. \_\_\_\_\_  
in the presence of \_\_\_\_\_

sd/-

Signed sealed & delivered  
by \_\_\_\_\_ of the

withingamed Builders m/s.  
Pherat Engg. Const. Co. in  
the presence of \_\_\_\_\_

sd/-

THE SECOND SCHEDULE OF GENERAL SPECIFICATIONS  
& DETAILS OF AMENITIES

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**THE SECOND SCHEDULE OF GENERAL SPECIFICATIONS  
& DETAILS OF AMENITIES**

1. BUILDING :	:	R.C.C. Framed Structure.
2. WALLS	a) External	: 9" Brick Masonry.
	b) Internal	: 4½" Brick Masonry.
3. PLASTER	Internal	: Cement plaster with neeru finish lime wash.
	External	: Sand faced cement plaster with waterproof cement paint.
4. FLOORING		: Marble Mosaic Tiles of neutral colour, with 5" high skirting all round except in the followings.
	Bath	: Polished Ladi flooring with 3'-0" high glazed tile dado
	W.C.	: Glazed Tile flooring with 2'-0" glazed tile dado
5. LOFT		: R.C.C. Loft over Lavatory Block.
6. DOORS :	Entrance	: One side teak veneered flush shutter with one (Gudrej) Nightlatch and one Peep eye with call Bell
	Internal	: T.W. Shutters with particle Board Panels
	Balcony	: T.W. Panelled Shutters.
7. WINDOWS		: Teak wood fully glazed and/or louvred shutters with M S Grill (Note All Door & Window fittings shall be iron oxidized as per Schedule).
8. Kitchen Platform		: With one piece black cudappa stone supported on three brick masonry wall partitions & 1' Glazed Tile Dado in front.
9. Cloth Drying Wires		: in passage about 30 Rft/Flat.
10. Water Supply		: Adequate water supply will be arranged by providing under ground & over head Water tanks with pumping arrangements
11. Sanitary Work		: a) One Indian Type W.C. pan with flushing cistern. b) One 18" x 12" wash hand basin. c) Sink - Cudappa base lined with Glazed tiles d) One down take tap each in bath and kitchen e) One push tap in W.C. f) One C.P. Shower & 1-3 kw Geyser in Bath.
12. ELECTRICITY		: One domestic point in bath room One light point one plug point & one fan point will be provided in each L.R. B.R. and kitchen One Light point each in passage, balcony & L.R. block

**SHAH & BANGHAVI**  
Solicitors & Advocates

J. C. SHAH Res. 291809

Tele: 256254

68, Maharashtra Gandhi Road,

1st Floor, Fort,

BOMBAY - 1

Your Ref. No.

BOMBAY \_\_\_\_\_ 38

Our Ref. No. JCB/ 1687/73

TO WHOMSOEVER IT MAY CONCERN

Re Sale of property at Malad lying at Nursing Lane,  
admeasuring 12,220 sq. yards i.e. 10,206 sq.  
metres survey No. 47 Hissa No. 1 (Part)  
Village Malad, Taluka Borivli.

We have on behalf of Messrs. Bharat Engineering Construction Company got the searches taken issued advertisements in local newspapers and have investigated the title in respect of the above property. The Conveyance dated 23rd August 1971 in favour of M/s. Bharat Engineering Construction Co. is lodged for registration with the Sub Registrar of Assurances, Bombay under Serial No. 3726 of 1971 on or about 26th August 1971.

Amarbhajur and Ors. have filed a suit in the Bombay City Civil Court at Bombay against Rasiklal A. Shah one of the partners of the firm of Bharat Engineering Construction Co. The said suit is pending in the Court.

We hereby certify that subject to what is stated hereinabove the title to the above property is marketable and free from incumbrances.

Dated this 16th day of February 1973.

Sd/-