

SBI - Sankar A - 22
(Shirgaon)

DIP DARSHAN APARTMENTS

AGREEMENT

FOR

SALE OF FLATS / SHOPS

AT

112/K, Jambli Gally,

Borivali West, Bombay-400 092.

PURCHASER'S NAME L. K. Gala
POSTAL ADDRESS: 14 A Jambli Gally
Borivali (West)
PURCHASED FLAT/~~SHOP~~ NO. 14 A ON 4th FLOOR

DIPTI ENTERPRISE

Fonseca's House, Gokhale Road (North),

Dadar, Bombay-400 028.



28550/-

ARTICLES OF AGREEMENT made at Bombay on this 5th day of July in the Christian Year One Thousand Nine Hundred and Ninety-Six.

B E T W E E N MESSRS. 'DIPTI ENTERPRISE', a registered Partnership Firm having its Head Office at Shop No. 400 028, hereinafter referred to as "THE BUILDERS" (which expression shall unless it be repugnant to the context shall mean and be deemed to include the partners of the said firm for the time being and time to time their, executors and administrators of the last surviving partner his/her/the

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assigns) of the ONE PART; AND Shri/~~Smt/Messrs.~~ LAKAMSHI

KANJI GALA

Aged 44 yrs. Occupation Business

residing at having ~~his/her/their~~ office at flat No 14A

Dip-Darshan Jambli Galy Borivali west.

hereinafter referred to as "THE BUYER" (which expression unless it repugnant to the context shall mean and be deemed to include his/her/their heirs, executors, and administrators) of the OTHER PART;

WHEREAS

One Rukshmanibai widow of Dashrathlal Jagannath Jaiswal (hereinafter called the said Rukshmanibai) was during her life time seized and possessed of or otherwise well and sufficiently and absolutely entitled to inter alia all that piece or parcel of land or ground hereditaments and premises together with the structures standing thereon situate, lying and being at Jambli Galli, Borivli within the Village limits of Kanheri, Taluka Borivali, District Bombay Suburban bearing Survey No. 71, Hiss No. 1 of Village Kanheri and corresponding City Survey No. 112/K, 112/K1 to 31, 31A, 31B of City Survey Kanheri and admeasuring about 1694 Square Yards equivalent to 1416.40 Square Metres (hereinafter for the sake of brevity referred to as 'the said property') and more particularly described in the First Schedule hereunder written and free from any acquisition or requisition or reservation or designation for reservation for any public purpose and free from any litigation.

AND WHEREAS the said Dashrathlal had constructed various structures on the said land which are more particularly described in the Schedule hereunder written.

AND WHEREAS the said Dashrathlal had sold four structures on the said land along with the land under the same under a different Deed of Conveyance to the Sureshchandra Raman Lal Jaiswal and other three nephews of the said Dashrathlal.

AND WHEREAS the said Dashrathlal Jaiswal died intestate at Bombay on or about 1953 leaving his wife Rukminibai as his only heir and legal representative according to the Hindu Law of Succession by which the said deceased was governed at the time of his death.

AND WHEREAS the said Rukminibai wife of Dashrathlal Jaiswal succeeded to the property left behind by Dashrathlal Jaiswal and became the sole owner thereof and was fully entitled to deal with and to dispose of the same during her life time.

AND WHEREAS the said Rukminibai died at Bombay on or about 16th November 1974 and one Shyamsunder Jaiswal, one of the sons of the brother of the late Dshrathlal Jaiswal filed a Petition it being Petition No.538 of 1978 in the Hon'ble High Court of Judicature at Bombay for Letters of Administration with the Will of late Rukminibai annexed on the ground that the said Rukminibai had left a Will and Testament bequeathing all the property in favour of the said Shyamsunder Jaiswal.

AND WHEREAS in the said Petition the Vendor herein and the other nephews and nieces of the deceased Dashrathlal and Rukminibai Jaiswal filed caveats and contested the Will, whereupon the Petition was converted into a suit and finally the Hon'ble High Court by its Judgment and Order dated 1st December 1982 in the said Suit No.40 of 1978 held that the Will of Rukminibai was not a proper and valid Will and finally set aside the said Will and refused to grant letters of administration to the said Shyamsunder Jaiswal.

AND WHEREAS being aggrieved by the said Judgment and Order the said Shyamsunder Jaiswal filed an appeal it being appeal No. 511 of 1983 in the Hon'ble High Court of Judicature at Bombay but however the said appeal was withdrawn on 10th June, 1988. The entire cost of litigation was incurred by the Vendor alone.

AND WHEREAS the said Rukminibai in view of the Judgment and Order of the Hon'ble High Court dated 1st December 1982, is deemed to have died intestate, leaving behind the following as her legal heirs and representatives under the provisions of the Hindu Succession Act, namely, (1) SURESHCHANDRA RAMANLAL JAISWAL, the Vendor therein (2) SHYAMSUNDER JAYANTILAL JAISWAL (3) MOOLYARAYAN JAYANTILAL JAISWAL (both sons of Jayantilal Jaiswal), (4) MANVANTI BABULAL JAISWAL (wife of late Babulal Jaiswal, daughter of Ramanlal Jaiswal), (5) PRAKASH KANAIYALAL JAISWAL, (6) PADMAVATI CHAMPAKLAL JAISWAL, (7) PURNIMA VIJAYLAL JAISWAL (Pramash Padmavati and Purnima respectively son and married daughters of Kanaiyalal Jaiswal).

AND WHEREAS all the legal heirs and representatives above named from No. 2 to 6 have conveyed their rights, title and interest in the schedule property in favour of Shri Sureshchandra Ramanlal Jaiswal and thus Shri Sureshchandra R. Jaiswal has full rights, title and interest to deal with or dispose of the said property.

AND WHEREAS by an agreement for sale dated 14th October 1988 executed between the owner Shri Sureshchandra R. Jaiswal and the Builder herein called M/s. Dipti Enterprise the said owners authorised, permitted and allowed the Builders herein to take sanction of building plans from Municipal Corporation of Greater Bombay and to sell the flats to the various buyers and develop the said land more particularly described in the first schedule hereunder written at or for the consideration on the terms and conditions as contained therein.

AND WHEREAS in pursuance of said agreement for sale dated 14th October 1988 the Builder is entitled to enter upon said land for the purpose of its development.

AND WHEREAS in the circumstances the Builder is entitled to develop said land more particularly described in the first schedule hereunder written.

AND WHEREAS the Builders obtained sanction of building plans from Municipal Corporation of Greater Bombay vide their sanction letter No. CHE/7813/BP(WS)AR dated 23rd May 1990 a copy of which is already been approved by the Purchaser and accordingly the Builder has commenced the construction work of the said Building.

AND WHEREAS by virtue of the Agreement for Sale the Builder alone has the sole and exclusive right to sell the flats in the said building/s to be constructed by the Builder on the said land and to enter into agreement/s with the Purchaser/s of the flats and to receive the sale price in respect thereof.

AND WHEREAS the said Owners have declared their title to the said land to be clear and marketable.

AND WHEREAS the Builder has informed the Purchaser and the Purchaser is aware of the terms and conditions of the above recited agreement for sale dated 14th October 1988 and made between the said Owners and the Builder herein and the Purchaser has perused or caused the same to be perused on his/her/their behalf and understood the contents and effects thereof.

AND WHEREAS the Builder has offered for inspection the original documents, plans and such other documents as set out in Rule 4 of the Maharashtra Ownership Flats Registrations and the promotion of construction etc. (Rules) 1964 and has supplied to the Purchaser copies thereof as are demanded by the Purchaser.

AND WHEREAS the title of the said Owners is investigated by the Advocate of the Builder and is duly certified copy whereof is annexed hereto and marked with Annexure 'A' and a copy of report from M/s. D.R. Vaidya & Co., Architect to the project as to the land use, zone, conformation etc. is hereby annexed and marked with Annexure 'B'.

AND WHEREAS the Builder will sell the various flats/shops/garages/parking spaces in the proposed building or buildings to be known as "DIP-DARSHAN Apartments" on what is popularly known as "Ownership basis" with a view ultimately that the various purchasers of such flats/shops/garages/parking spaces should be made members of the Co-operative Society which the Builder may incorporate, form or register in respect of the said land and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Property") under the MAHARASHTRA CO-OPERATIVE SOCIETIES ACT, 1960 and upon each of the Purchasers of the said flats/shops/garages/parking spaces in the said buildings paying in full the amount payable by him/her/them to the Builder for the Purchaser of such flats / shops / garages / parking spaces in such building or buildings with all covenants and conditions to be observed and performed by each of such Purchasers with the Builders, the Builders shall cause the said land to be conveyed to such registered or incorporated Society from the said Owners.

AND WHEREAS the Purchaser has agreed to purchase from the Builder, flat/shop/garage/parking space No. 14 on the Fourth floor of Block A of the said building on the said land more particularly described in the first schedule hereunder written and known as DIP-DARSHAN Apartment on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flats Purchase has paid to to the Builder a sum of Rs. 4,11,000 (Rupees four lac Eleven Thousand only only)

being part payment of the sale price of the flat agreed to be sold by the Builder to the Flat Purchaser as advance payment of deposit (the payment and receipt whereof the Builder doth hereby admit and acknowledge) being the amount equal to 15% of the sale price of the flat agreed to be sold for Flat Purchaser the Flat Purchaser has agreed to pay to the Builder balance of the sale price in the manner hereinafter appearing.

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

1. The Builder shall construct the said building consisting of ground and six upper floors on the said land in accordance with the plans, design,s specifications approved by the concerned local authority and by the Flat Purchaser with only such variations and modifications as the Builder may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the Builder shall have to obtain prior consent in writing to the Flat Purchaser in respect of such variation or modifications which may adversely affect the flat of the Purchaser.

2. The Flat Purchaser hereby agrees to purchase from the Builder and Builder hereby agrees to sell to the Flat Purchaser one Flat No. 14 of the Block A of carpet area admeasuring 410 sq.ft. (which is inclusive of the areas

of balconies) on fourth floor and shown in the floor plan thereof annexed and marked Annexure 'C'. Shop No. covered/open garage No. in the building known as DIP-DARSHAN (hereinafter referred to as 'the flat') for the lump-sum price of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities. The Flat Purchaser hereby agreed to pay to the Builder balance amount of purchase price in the following manner:-

- (a) Rs. (Rs. on execution hereof as earnest money).
- (b) Rs. (Rs. on or before the commencement of the plinth work).
- (c) Rs. (Rs. on casting of I slab).
- (d) Rs. (Rs. on casting of II slab).
- (e) Rs. (Rs. on completion of the brick work.)
- (f) Rs. (Rs. on fixing of doors & windows).
- (g) Rs. (Rs. on fixing of flooring tiles).
- (h) Rs. (Rs. on completion of plumbing work).
- (i) Rs. 411000/- (Rs. four lac Eleven Thousand only being the balance within 8 days on offer of possession of the flat).

Rs. 4,11,000/- Total. Provided that the consideration of the flat hereby agreed to be sold may be increased proportionately with the increase in the cost of the inputs like cement, steel, tiles, woods, metal, bricks and labour, etc. and the Purchase shall pay his share of such increase together with the last instalment or as and when demanded by the Builder.

3. The said premises agreed to be sold is admeasuring about Twenty-Eight sq. metres approx. However, it is agreed by and between the parties hereto that the consideration payable under this agreement is a lump sum consideration and not on the basis of per sq.mtrs. rate and so the Purchaser shall not be entitled to raise any question regarding the cost or area nor claim any refund.

4. The builder hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority and/or completion certificates in respect of the flat.

5. The Builder hereby declares that the Floor Space Index available in respect of the said land is 1762.90 square metres only and that no part of the said Floor Space index has been utilised by Builder elsewhere, then the Builder shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilisation of said Floor Space Index of any other land by him. In case while

developing the said land the Builder has utilised any Floor Space Index of any other land or property by way of floating floor space index then the particulars of such floor space index shall be disclosed by the Builder to the Flat Purchaser. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the Builder till the conveyance of the land in favour of the co-operative society.

6. The Flat Purchaser agrees to pay to the Builder interest at fifteen per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Builder under the terms of this agreement from the date the amount is payable by the Flat Purchaser to the Builder. As time being in respect of each such payment is the essence of the contract.

7. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Builder under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Builder shall be entitled at his own option to terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Builder unless and until the Builder shall have given to the Flat Purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific

breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within seven days time after the giving of such notice.

Provided further that upon termination of this agreement as aforesaid, the Builder shall refund to the Flat Purchaser the instalment of sale price of the flat which may till then have been paid by the Flat Purchaser to the Builder but the Builder shall not be liable to pay the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builder, the Builder shall be at liberty to dispose off and sell the flat to such person and at such a price as the Builder may in his absolute discretion think fit.

8. The fixtures, fittings and amenities to be provided by the Builder in the said building and the flat are those that are set out in Second Schedule hereto annexed.

9. The Builder shall give possession of the flat to the Flat Purchaser on or before 30th day of June 1992. If the Builder fails or neglects to give possession of the flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by aforesaid date of the date or dates prescribed in section 8 of the said Act, then the Builder shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the flat with simple interest thereon at nine per cent per

annum from the date the Builder received the sum till the date the amounts and interest is repaid, provided that mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builder to the Flat Purchaser they shall subject to prior encumbrances in any, be a charge on the said land as well as the construction or building in which the flats are situated or were to be situated.

Provided that the Builder shall be entitled to reasonable extension of time for giving the delivery of flat on the aforesaid date, if the completion of the building in which the flat is to be situated is delayed on account of -

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, civil commotion or act of God;
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority.

10. The Flat Purchaser shall take possession of the flat within eight days of the Builder giving written notice to the Flat Purchaser intimating that the said flats are ready for use and occupation.

Upon the Purchaser taking possession of the said flat/shop/garage, he/she/they shall have no claim against

the Builder as regards the quality of the building materials used in the construction of the said flat/shop/garage or the nature of the construction of the said flat/shop/garage or in respect of any item of work in the said flat/shop/garage which may be alleged not to have been carried out or completed or in respect of the cost of flat shop/garage or of any kind whatsoever.

11. The Flat Purchaser shall use the flat or any part thereof or permit the same to be used only for the purpose of residence/office/show-room/shop/godown only. And for no other purpose except for which it is allotted. He shall use the garage or parking space only for purpose of for keeping or parking the Flat Purchaser's own vehicle and for no other purpose and also not for keeping any other person's vehicle.

12. The Flat Purchaser along with other Purchasers of flats in the building shall join in forming and registering the society or a limited company to be known by such name as the Builder may decide for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming member, including the bye-laws of the proposed society and duly fill in, sign and return to the Builder within eight days of the same being forwarded by the Builder to the Flat Purchaser, so as to enable the Builder to register the organisation of the Flat Purchaser under section 8 of the said Act within the time limit prepscribed by rule 8 of the Maharashtra Ownership Flats

(Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws or Memorandum and/or Article of Association, as may be required by the Registrar of Co-op. Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13. Unless it is otherwise agreed to by and between the parties hereto the Builder shall, within reasonable time of registration of the society or limited company, as aforesaid cause to be transferred to the society or limited company all the right, title and interest of the Builder in the aliquot part of the said land together with the building by executing the necessary conveyance in favour of such society or limited company, as the case may be such conveyance shall be in keeping with the terms and provisions of this Agreement. This shall not in any way affect the Builders right to receive any payment due to him from the Purchaser or shall not in any way affect the Builder's right to transfer the unsold units in the said society/or limited company at the time of registration of the same.

14. Commencing a week after notice in writing is given by the Builder to the Flat Purchaser that the flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance,

common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building until the society/limited company is formed and the said land and building transferred to it, the Flat Purchaser shall pay to the Builder such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Builder provisional monthly contributions of Rs. _____ per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Builder shall not carry any interest and remain with the Builder until a conveyance is executed in favour of the society or limited company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Builder to the society or the limited company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Builder the following amounts:

- i) Rs. 2000/- for legal charges.

ii) Rs. 250/- For share money, application entrance fee of the society or the limited company.

iii) Rs. 750/- For formation and registration of the society or limited company or association of the Apartment owners.

iv) Rs. 2000/- For proportionate share of taxes and charges.

Total Rs. 5000/-
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16. The Builder shall utilise the sum of Rs. 2000/- paid by the Flat Purchaser to the Builder for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builder in connection with the formation of the said society, or as the case may be limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and conveyance.

17. At the time of registration of Flat the Purchaser shall pay to the Builder the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or lease and or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company. All the registration charges and stamp duty in respect of sale deeds or any other deeds

or documents shall be borne by the Flat Purchaser alone.

18. The Flat Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the flat may come, doth hereby covenant with the Builder as follows:-

- (a) To maintain the flat at Flat Purchaser's own cost any good tenantable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof.
- (b) Not to store in the flat 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 flat 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 whose upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building in which the flat is situated, and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Flat Purchaser in this

behalf, the Flat Purchaser shall be liable for the consequences of the breach.

(c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the Builder to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor any time make or cause to be made any addition of whatsoever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme or the building in which the flat is situated and shall keep the portion, sewers, drain pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage to the columns, beams, walls, slabs or R.C.C. or Pardis or other

structural members in the flat without the prior written permission of the Builder and/or the society or the limited company.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.
- (g) Pay to the Builder within eight days of demand by the Builder, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the flat is situated or any sales tax, if applicable in future, or any other payment of a similar nature becoming payable by the Builder then in that case the same shall be borne and paid by the Purchaser of flat alone to the Builder.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and or other public authority, on

account of change of user of the Flat Purchaser viz. user for any purpose other than for residential purpose.

- (i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with Flat Purchaser's interest or benefit factor of this Agreement or part with possession of the flat until all the dues payable by the Flat Purchaser to the Builder under this agreement are fully paid up and not without the prior permission in writing of the Builder.

- (j) The Flat Purchaser shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for portection and maintenance of the said building and the flats 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 Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

- (k) Till a conveyance of building in which the flat is

situated is executed the Flat Purchaser shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof.

19. The Builder shall maintain a separate account in respect of sums received by the Builder from the Flat Purchaser as advance or deposit, sums received on account of the share capital for promotion of the co-op. society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

20. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats or of the said plot and building or any part thereof. The Flat Purchaser shall have no claim, save and except in respect of the flat hereby agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Builder until the said land and building is transferred to the society/limited company as hereinbefore mentioned.

21. Any delay tolerated or indulgence by the Builder in enforcing the terms of this agreement or any forbearance or giving of time to the Flat Purchaser by the Builder shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Builder.

22. The stamp duty and registration charges of and incidental to this Agreement will be borne and paid by the Purchaser alone. The Purchaser shall lodge this agreement for registration within the time limit prescribed by the Registration Act, and inform the serial number of said documents to enable the Builder to attend said office of the Sub-Registrar and admit their execution.

23. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser, by Registered Post Under Certifying of Posting to his/her address specified below:-

Add. give in front page

24. The proposed Buildings shall always be known as "DIP-DARSHAN APARTMENTS" and the name of the Co-operative Society to be formed shall bear the name of DIP-DARSHAN Co-operative Society Ltd. and or such other name as approved by the Registrar of Co-operative Societies and such name shall not be changed without written permission of the Builder.

25. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace are intended for exclusive use

of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Builder or the Society, or as the case may be.

26. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act, No. XV of 1971) and the rules made thereunder said act and the rules made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground hereditaments and premises together with several buildings and structures standing thereon situate, lying and being at Jambli Gulli, Borivli, within the Village limits of Kanheri, Taluka Borivli, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey No. 71, Hissa No. 1 of Village Kanheri and corresponding C.T.S. Nos. 112/K, 112/K/1 to 31, 31A, 31B of City Survey Kanheri and admeasuring about 1694 sq.yds. equivalent to 1416 sq.mtrs. and corresponding Final Plot No. 69 of Town Planning Scheme Borivli No. III and admeasuring 1762.90 sq.mtrs. and bounded as follows:-

On or towards the North by Public Road;

On or towards the East by Plot No. 111;

On or towards the West by Plot No. 113; and

On or towards the South by Plot No. 109.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Amenities for 'DIP-DARSHAN' Building at
Jambli Gully, Borivali (West)


1. The building shall be of R.C.C. frame structure having A Class Elevation.
2. There shall be two lifts having Electronic Digital Display Board.
3. The building shall have a combination of snowcem and Texx colour from the external side and flats shall have dry distemper from inside.
4. The main door shall be of Art pannelled C.P.Teakwood with French Polish.
5. One night latch, magic eye, safety locking chain and necessary heavy fittings shall be fitted on the main door. All the internal door shall be of flush type on.
6. The W/C and bathroom door shall be of a teakwood with water proof ply panel and oil painted from both sides with necessary fittings.
7. All the windows shall be of aluminium sliding with ball bearing.
8. The flooring of the hall and kitchen shall be of marble and bedroom shall be of fitted with coloured spartek. All the rooms will have same skirting.
9. The cooking platform shall be of Granite with a

built-in sink and glazed tiles fitted upto the height of 7.0 feet from floor level above the platform.

10. The bathroom shall be of full glazed tiles. The floor of the bath room shall be of marble.
11. The bathroom shall have ultra modern chrome plated hot & cold telephone mixer with built-in-shower and boiler (gyser) shall have provided for hot water.
12. Orissa pan shall be fitted in the W/C with full glazed tiles and acrylic body low level flushing tank shall be provided.
13. All the electric wiring shall be concealed with copper wire and finger touch switches mounted on formica plates.
14. Each flat shall have a concealed 2-line telephone wiring points and a T.V. antenna shall be common on the terrace with concealed wiring for each flat.
15. Each flat shall have a coloured wash-basin matching the tiles and light & plug points shall be provided.
16. An R.C.C. loft shall be provided over the W/C and bath for storage.
17. A musical bell shall be provided in each flat.

SIGNED SEALED AND DELIVERED)
by the withinnamed "SELLER")
MR. CHANDULAL K. SHAH)
aged 42 yrs Businessman, Partner)
of M/s. DIPTI ENTERPRISE)
in the presence of)

For DIPTI ENTERPRISE



Partner

1)

1)

SIGNED SEALED AND DELIVERED)
by the withinnamed "BUYER")
L. K. Gale)
-----)
-----)
in the presence of)

Dr. G. K. Singh

1)

2)

RECEIVED of and from the withinnamed)
Buyer, a sum of Rs. four lac)
Twenty Thousand)
only)
in cash/by Cheque** being the amount)
of earnest expressed within to have)
been paid by the Buyer to us on)
execution hereof.)

Rs. 4,10,000/-

WE SAY RECEIVED

For DIPTI ENTERPRISE



(CHANDULAL K. SHAH)
PARTNER
SELLER

** No. _____

Date _____

Drawn on _____ Bank
(SUBJECT TO REALISATION)

ANNEXURE 'A'

Abhyankar & Co.

Advocates & Solicitors
HIGH COURT, BOMBAY

City Tel : 2040193
26, Prospect Chamber(Annexe)
2nd Flr, Dr. D. N. Road,
Fort, Bombay-400 001.

Y. S. Abhyankar
B. Com., LL. M.
Advocate High Court

T I T L E C E R T I F I C A T E

TO WHOM IT MAY CONCERN

Reference : Property being plot of Land
with structures thereon Bearing
C.T.S. No. 112/K, 1 to 31 and
admeasuring 1762.90 sq.fts.
situated at Jambli Gally, Borivali
(W), Bombay.

Y.S.
W.S.
This is to certify that we have investigated
the title to the aforesaid property which is more
particularly describe in the First Schedule here
above written and have perused all the documents
relating to the title deeds and have taken the search
of the above property for the period from 1959 to
till date.

....2/-

Abhyankar & Co.

Advocates & Solicitors
HIGH COURT, BOMBAY

Y. S. Abhyankar
B. Com., LL. M.
Advocate High Court

City Tel : 2040193
26, Prospect Chamber(Annexe)
2nd Flr, Dr. D. N. Road,
Fort, Bombay-400 001.

- 2 -

Hence we are of the opinions that
the right, title and interest in respect
of above property of M/s. Dipti Enterprise
(Builder) is Clear Marketable and free from
encumbrances charges and/or claims.

Abhyankar & Co
Advocate & Solicitors
High Court, Bombay

For Abhyankar & Co
Y. S. Abhyankar
Proprietor
Advocate & Solicitors
High Court By

Annexure 'B'

J. M. VAIDYA
DIP.ARCH., A.I.I.A.
Mrs. SADHANA VAIDYA
B.ARCH., F.I.I.A.

D. R. VAIDYA & CO.
ARCHITECTS, ENGINEERS,
CONSULTING SURVEYORS & INTERIOR DESIGNERS



Ref.No. _____

Date 01-02-1991

CERTIFICATE

[TO WHOMSOEVER IT MAY CONCERN]

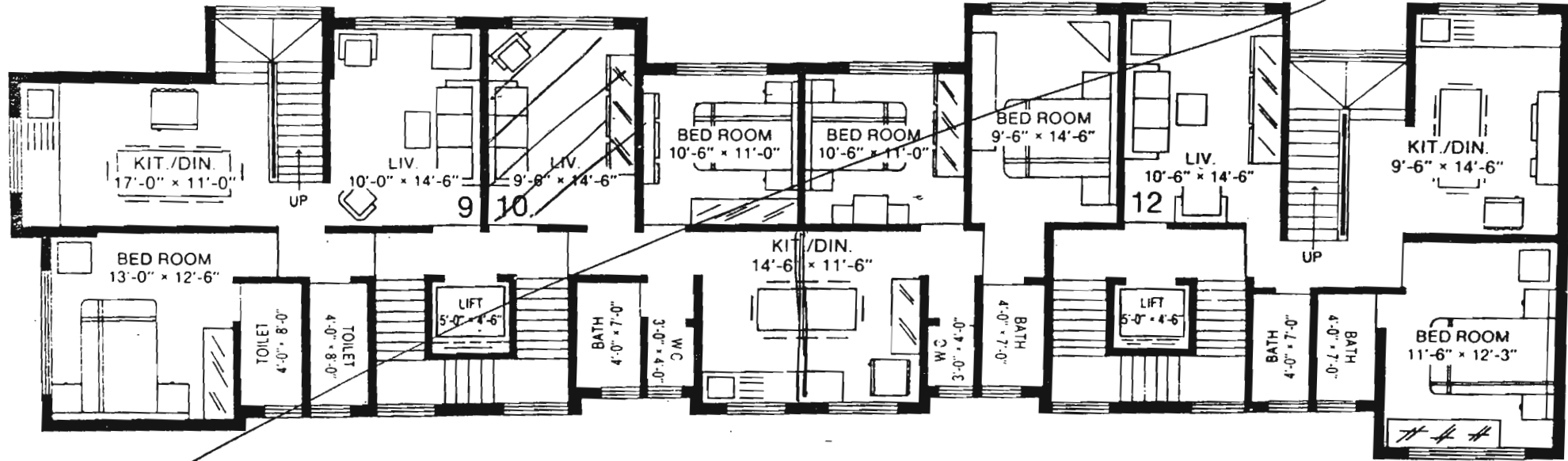
Re : Plot bearing C.T.S. Nos. 112 & 112 (1 to 28)
of Village Kanheri, Tal. Borivali, B.S.D. and
bearing F.P. No. 69, T.P.S. III, Borivali (W).

We have inspected the above mentioned Plot bearing F.P. No. 69, T.P.S. III of Borivali (W). The said Plot falls in Residential Zone. The Plot abuts existing Jambli Gully which is a Municipal Road, and is lighted and asphalted. The Plot is also affected by widening of Jambli Gully which is proposed to be made 44' - 0" wide.

For D. R. VAIDYA & CO.

PLAN OF 3rd FLOOR

Dip Darshan



Not applicable

Purchaser Sign.

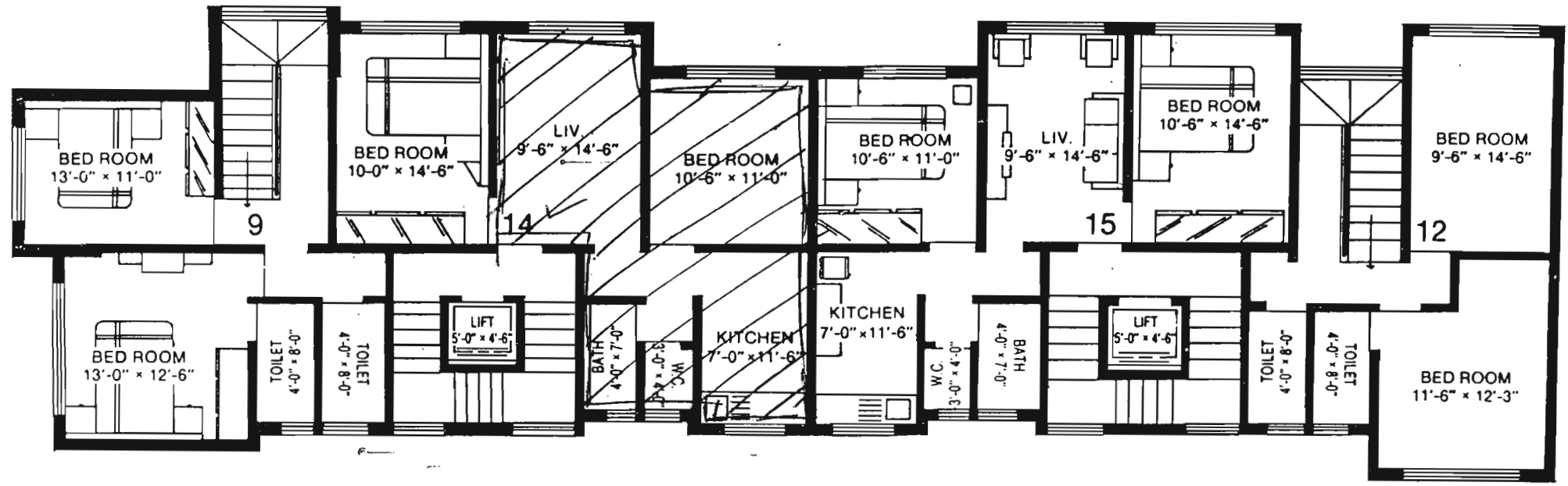
Flat No. ___ on ___ floor shown in Red Colour Boundary.

Seller Sign.

ANNEXURE 'C'

PLAN OF 4th FLOOR

Dip Darshan



ANNEXURE 'C'

Flat No. 14 on 4th floor shown in Red Colour Boundary.

Purchaser Sign. *Dilip Kumar Singh*

Seller Sign. *[Signature]*

अलिखित अर्जाक

66

शा.पं. अ.क.पं.क

प्रपत्रांचे वर्गान (१)	प्रपत्रांची संख्या (२)	प्रत्येक प्रपत्रा-वरील मूल्य (३)		एकूण रकम (४)	
		रु.	पैसे	रु.	पैसे
	१	२८५००	-	२८५००	-

L. R. Hamsh

या नकडून समासात लिहिल्या-
प्रमाणे मुद्रांक शिक्कांचे मूल्य म्हणून रकम मिळाली

२१११९६

लिपिक

~~२८५००~~

रु. २८५०० (मिळाले.)

h

रोखपासु **श्री. वि. ना. महाजन**

रीतसर मुद्रांकित केलेले दस्तऐवज मिळाले.

मुद्रांक मिळाले

Naray

प्रापकाची सही.

Dated this _____ day of _____ 199

M/s. DIPTI ENTERPRISE

To

Mr./Mrs./Messrs. _____

Purchaser/s

AGREEMENT FOR SALE

OF

FLAT/SHOP No. _____

ON

GROUND / FIRST / SECOND FLOOR

OF

BLOCK _____

DIP DARSHAN

112/K, Jambli Gally,
Borlvali (West).
Bombay-400 092.