

INDIA 281993 MAHARASHTRA 00047
Rs. = 0026530 12.5.00 # 717268

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DY. SUPERINTENDENT OF STAMPS:
BANDRA.

ARTICLES OF AGREEMENT made at Mumbai this 12th

day of May - 2000, BETWEEN MESSERS HARASIDDH

CORPORATION, a Partnership Firm registered under the provisions of the Indian Partnership Act, having its principal place of business at 1, Bapuji Niwas, 6th Road, Santacruz (E), Mumbai 400 055, hereinafter called "THE PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean the partners for the time being and from time to time of the said firm, the survivors or survivor of them, their or his heirs, executors, administrators and assigns)

of the ONE PART, AND ~~SHRI/SMT/KUMARI~~ SAMEERA ABHAY GARG

& Shri ABHAY RAMASHRAY GARG of Mumbai, Indian inhabitant,

residing at FLAT NO. 4, GROUND FLOOR, 'SADHNA'
Nanda Park Road, Vile Parle (E) MUMBAI-400-057

hereinafter called "THE FLAT PURCHASERS" (which expression shall unless it

RIDDHI GARDENS

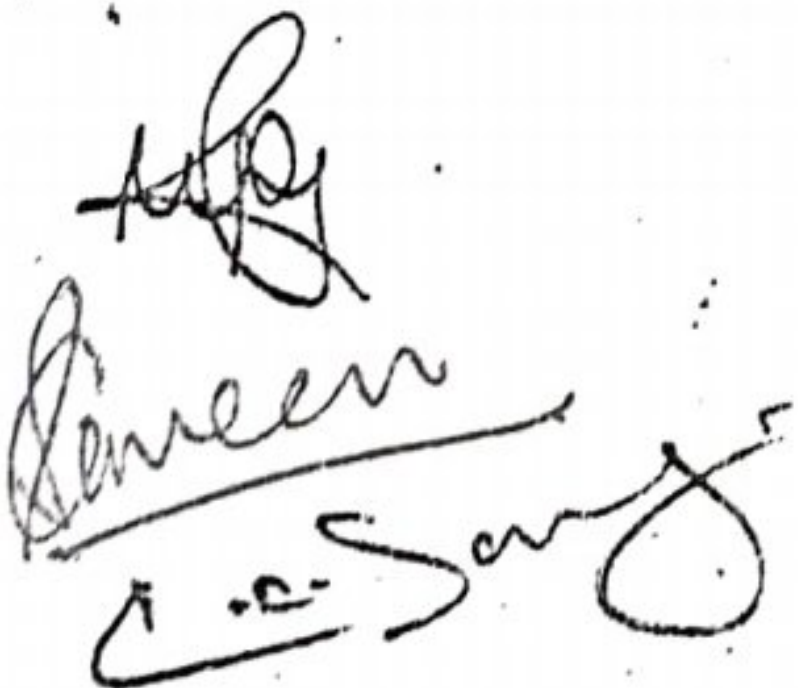
be repugnant to the context or meaning thereof be deemed to mean and include this/her/their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS :

- (i) (1) SHRI KRISHNAJI MAHADEO TIKEKAR, (2) SMT. SNEHAPRABHA KRISHNAJI TIKEKAR, (3) DHANANJAY K. TIKEKAR, (4) RAVINDRA K. TIKEKAR, (5) KUM. JYOTI. K. TIKEKAR (6) SMT. ALKA MEGHESHYAM NAIK DESAI, all of Mumbai, Indian inhabitants (hereinafter referred to as "The Original Owners") are the owners of or otherwise well and sufficiently entitled inter alia to all that vacant pieces or parcels of land situate at Village Malad and more particularly described in the schedule hereunder written (hereinafter referred to as "The Said Property") ;
- (ii) By agreements made between the Original Owners on the one hand and the Promoters herein on the other hand, the Original owners agreed to give to the Promoters the development rights in respect of and ultimately to sell to the Promoters the said property on the terms and conditions contained therein ;
- (iii) The Promoters have taken possession of the property from the said Original Owners.
- (iv) By a Deed of Confirmation cum Rectification dated 25th July 1996, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 4583 of 1996, entered into between the Original owners on the one hand and the Promoters on the other hand, all the aforesaid Agreements/letters of possession have been rectified and confirmed on the terms and conditions therein contained;

[Handwritten signatures and names]
Surya
Surya

- (v) By virtue of the aforesated Agreements/Writings the Promoters have the sole and exclusive right to sell the flats/shops in the said building/s to be constructed by the Promoters on the said property and to enter into Agreements with the Purchasers of the flats/shops and to receive the sale price in respect thereof;
- (vi) The copies of Certificate of Title issued by the Attorney-at-law or Advocate of the Promoters, the copy of the Plan of the flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto;
- (vii) The Promoters have proposed to construct on the said land a new multi-storied building/s of ground and upper floors (hereinafter referred to as "the said buildings");
- (viii) The Promoters have entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (ix) The Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the building;
- (x) Permission / N. O. C/ for development of the said land has been obtained from the Competent Authority under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976, under No. C/ULC/D-V/6(i)/SR-II/148/959


A. Sreenivasulu Reddy

TRIMATI CADDINS

- (xi) The promoters have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said Building.
- (xii) The Flat Purchaser demanded from the Promoters and the Promoters have given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said Orders, the aforesaid Agreements and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder;
- (xiii) While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority;
- (xiv) The Promoters shall/have accordingly commenced construction of the said building/s in accordance with the said plans; The Project shall be known as "RIDDHI GARDENS"
- (xv) The Flat Purchaser applied to the Promoters for allotment to the Flat Purchaser of Flat No. 201A on 4th Floor in Building No. 111 to be constructed by the Promoters on the said property;

[Signature]
Ameen
C. K. Sang

[Signature]
Ameen
C. K. Sang

RIDDHI GARDENS

(xvi) Prior to making the application as aforesaid, as required by the Provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976 the Flat Purchaser has made a declaration to the effect firstly, that neither the Flat Purchaser nor the members of the family (family as defined under the Urban Land (Ceiling and Regulation) Act, 1976) of the Flat Purchaser own a tenement or house in a building within the limits of Bombay;

(xvii) Relying upon the said application, declaration and agreement, the Promoters have agreed to sell to the Flat Purchaser a Flat at the price and on the terms and conditions hereinafter appearing;

(xviii) Under Section 4 of the said Act the Promoters are required to execute written agreement for the said Flat to the Flat Purchasers, being in fact these promoters and also to register the same in accordance with the provisions of the Indian Registration Act;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS :-

1. The Promoters shall construct the said buildings consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them.

2. The Flat Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser one Flat/Shop No. 401 A of carpet area measuring 420 sq. feet (which is inclusive of the area of balconies) on the 4th Floor of building H1 thereof as shown in the Floor Plan hereto annexed (hereinafter referred to as "the Flat") for the price of Rs. 522,000/- (Rupees Five lakhs twenty-two thousand only)

[Handwritten signatures and initials]

The Flat Purchaser has paid the Promoters the sum of Rs. 51,000/-
(Rupees Fifty one thousand only)

as advance money on or before execution hereof and hereby agrees
to pay to the Promoters the balance amount of Purchase price of
Rs. 47,000/- (Rupees Four Lacs, Seventy one thousand only)

in the following manner :-

- (i) Rs. _____ On completion of the plinth.
- (ii) Rs. _____ On completion of slabs.
- (iii) Rs. _____ On completion of walls.
- (iv) Rs. _____ On completion of plaster.
- (v) Rs. _____ On completion of door & windows.
- (vi) Rs. _____ On completion of flooring.
- (vii) Rs. _____ On completion of plumbing
- (viii) Rs. 4,71,000/- Balance at the time of possession. on or before
dt-15-6-2000.

3. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Local authority at the time of sanctioning the said plans or thereafter.

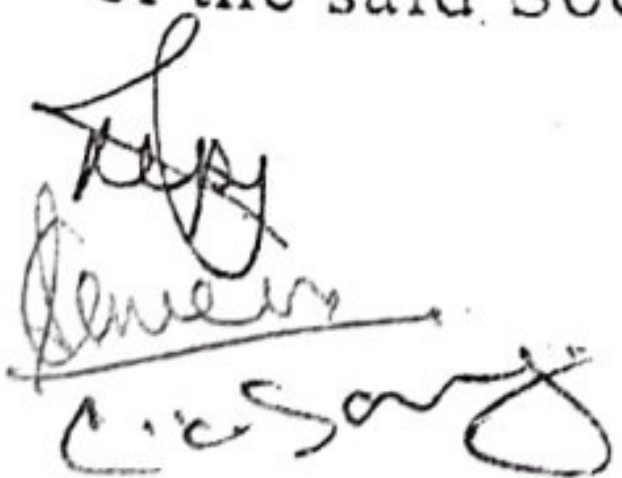
4. The Promoters hereby declares that the Floor Space Index available in respect of the said land and as per the present rules is one and that no part

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RIDDHI GARDENS

of the said floor space index has been utilised by the Promoters elsewhere for any purpose whatsoever. It is agreed by the Flat Purchaser that the Promoters alone shall be entitled to all FSI whether available at present or in future, the additional FSI available under D. C. Rules from time to time, FSI available in lieu of road widening, setback, by way of TDR or otherwise howsoever and the Promoters shall be at liberty to use, deal with, dispose of, sell, transfer, etc, the same in manner the Promoters deem fit. The Promoters shall be entitled to consume such FSI by raising floor/floors and/or putting additional structure and/or by way of extension of the building. The Flat purchaser agrees not to raise any objection and/or claim, reduction in price and/or claim compensation and or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction. In the event of any portion of the said land being notified for setback, D.P. road, reservation, the Promoters alone shall be entitled to receive the compensation or such benefit given by the concerned authorities for the setback. The Promoters shall be entitled to develop the adjoining properties with the said land by way of joint development and revise/amend the layout plans and building plans and consume the additional FSI available by way of joint development. The Promoters, at any time in the future shall be entitled to revise/amend/alter the layout plans, building plans and specifications, as permitted under the D.C. Rules.

5. The Promoters hereby agree that they shall, before handing over possession of the Flat to the Flat Purchaser and in any event before execution of Conveyance of the said land and building constructed therein in favour of a corporate body to be formed by the Purchasers of Flats/Shops/Garages (hereinafter referred to as "the Society"/"the Limited Company") make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title and shall as far as practicable, ensure that the said land is free from all encumbrances and that the Original Owners and the Promoters had/have absolute, clear and marketable title to the said land so as to enable them to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Conveyance of the said land by the Promoters in favour of the said Society/Limited Company.



6. The Flat Purchaser agrees to pay to the Promoters interest at twenty one per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser to the Promoters.
7. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the promoters under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Flat Purchaser fifteen days prior notice in writing of their 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 a reasonable time after the giving of such notice. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoters but the Promoters shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at Liberty to dispose of and sell the Flat to such person and at such price as the Promoters may in their absolute discretion think fit.

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RIDDHI GARDENS

8. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the Flat are those are set out in ANNEXURE annexed hereto.

9. The Promoters shall give possession of the Flat to the Flat Purchaser on or before When Payment day of receive Full if the Promoters fail or neglect to give possession of the Flat to the Flat Purchaser on account of reasons beyond their control and that of their agents as per the provisions of Section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Flat Purchaser the amount already received by them in cent per annum from the date, the Promoters received the sum till the date the amounts and interest thereon is repaid, PROVIDED THAT by mutual consent it is agreed that any dispute as to 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 to the Promoters to the Flat Purchaser it shall subject to prior encumbrances if any, be a charge on the said Flat as well as the construction or building in which the Flats are situated or were to be situated. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date; If the completion of 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 the public or Competent Authority;

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THE SCHEDULE ABOVE REFERRED TO

All those piece or parcel of land with structure standing thereon situate, lying and being in the Village of Malad in Borivali Taluka of Bombay Suburban District and Registration Sub-District of Bandra, bearing :-

- Survey No. 239 Hissa No. 5 (C.T. S. No. 827 (pt)),
 - Survey No. 253, Hissa No. 2/1/2 (C.T. S. No. 692 (pt)),
 - Survey No. 253, Hissa No. 2/1/3 (pt) (C.T. S. No. 692 (pt)),
 - Survey No. 255, Hissa No. 1/2/3 (C.T. S. No. 677 (pt)),
 - Survey No. 255, Hissa No. 1/2/1 (pt) (C.T. S. No. 677 (pt)),
- amalgamated and subdivided as :

- (a) C.T. S. No. 677B/1 admeasuring 12,071.00 Sq. Mts.
- (b) C.T. S. No. 677B/2 admeasuring 1,059.80 Sq. Mts.
- (c) C.T. S. No. 677B/5 admeasuring 76.70 Sq. Mts.

Totally admeasuring 13,207.50 sq. mts. and bounded as follows :

On the North : By 60' D. P. Road and C. T. S. No. 827 (pt)

On the South : By C. T. S. No. 677B/3

On the East : By C. T. S. No. 692 (pt)

On the West : By C. T. S. No. 610 (pt)

SIGNED, SEALED AND DELIVERED

by the withinnamed "PROMOTERS"

MESSERS HARASIDDH CORPORATION

in the presence of Hemant Jarwala

(HEMANT JARWALA)

For Harasiddh Corporation

[Signature]

Partner

SIGNED, SEALED AND DELIVERED

by the withinnamed "FLAT PURCHASER"

SHRI/SMT./KUMARI Sameera Abhay Garg

Shri Abhay Ramashray Garg

[Signature]

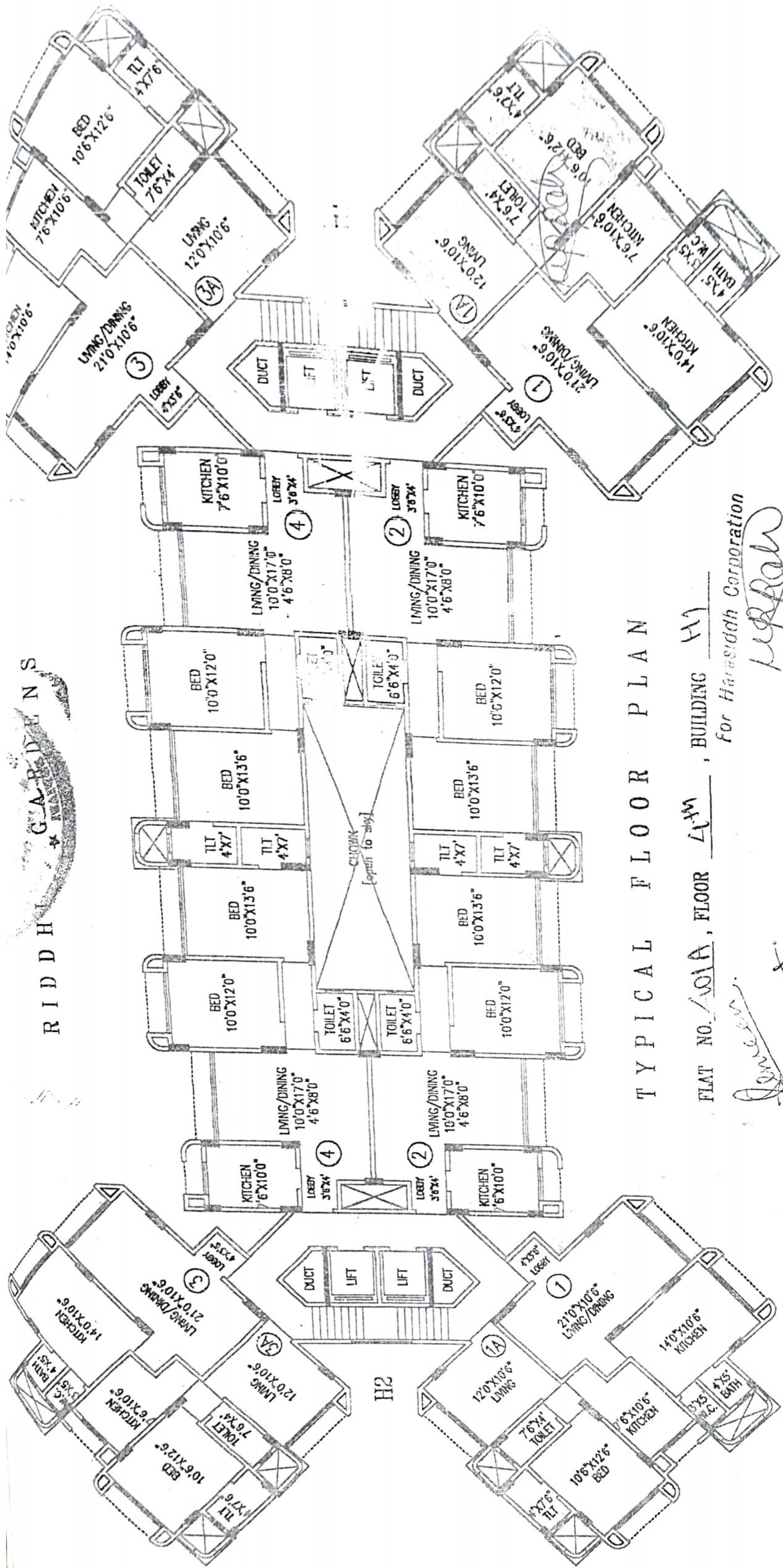
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in the presence of Nitin Garg

(NITIN GARG)

HARASIDDHI GARDENS

RIDDHI GARDENS



TYPICAL FLOOR PLAN

FLAT NO. A01A, FLOOR A11, BUILDING A11
for Harasiddh Corporation

Signature
Partner

Ex. Eng. Bldg Prop. (W.S.) P. No. 111/111

Dr. Bhausaheb Ambedkar Market Bldg.

Kandivali (West), Bombay - 400 067.

MUNICIPAL CORPORATION OF GREATER BOMBAY

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO. CHE/6920 /BP (WS)/AP/KK

COMMENCEMENT CERTIFICATE

13 AUG 1996

To: Shri M.P. Patel,
C.A. to K.M. Tikekar & Others,

Sir,

With reference to your application No. 2235 dated 28.8.95 for Development Permission and grant of Commencement Certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building To the development work of Bldg. No. 1, sub-plot 'A', C.T.S. No. 827 (Pt), 677 (Pt), 692 (Pt),

at premises at Street off Goregaon Mulund Link Road,

Village Malad (R) Plot No. -
situated at Dindoshi Ward P/N

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you.

5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if :-

(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.

(c) The Municipal Commissioner of Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The condition of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri P.S. Thatte Assistant Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.


This C.C. is restricted for work upto 1st slab i.e. stilt only.

For and on behalf of Local Authority
The Municipal Corporation of Greater Bombay

Asst. Engineer, Building Proposal (West.Sub.)
'P' & 'R' Wards
FOR GREATER BOMBAY

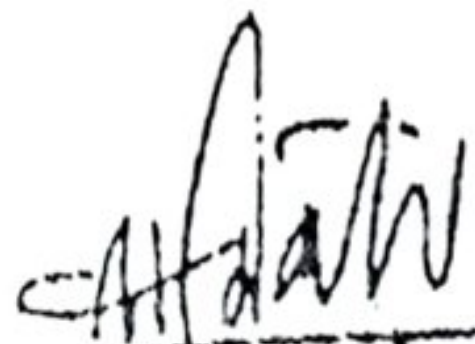
1) This c.c. is now further extended upto 4th Floor
i.e. upto 5th slab level only.

25 MAR 1997


25/3/97
A.E.B.P (W.S) P.


(2) This c.c. is now further extended upto 7th floor
(to entire work) as per amendments of plan dated 26-3-97.

18 DEC 1998


18/12/98
A.E.B.P. P/W

3) This c.c. is now further extended upto 7th floor
(to entire work) as per amended plan dated
10/3/1999.

12 APR 1999


12/4/99
A.E.B.P. P/A


Dharmendra
12-4-99

3020

बीबदर/र 12000

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2402

संख्या 1000
22 सारखेस महिन्याचे

वाढीकरणाचे वी नियम
प. 1.

4 राज्याचे दरम्यान सध्या सुद्धा
निबंधक बांधा यांचे आधीकरणात इतर
विजा.

नोंदणी 66 60
शेरे
करणाचे (निबंधक) 1
W

Sameer

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राज्य सरकार निबंधक पोलीस
बीबदर जिल्हा

राज्य सरकार निबंधक पोलीस
बीबदर जिल्हा

16. उच्च न्यायालय - भारतीय न्यायालय, नवी दिल्ली
श्री. हेमंत जरीवाल - अ. न्यायालय, नवी दिल्ली

प. निबंधक "अ"
पेट व्ही. 10, व्ही रोड,
कोलकाता (वि. 98-000 000)

[Signature]

श्री. अशोक गुप्ता - अ. न्यायालय - 38 कोट - 024

16. उच्च न्यायालय - भारतीय न्यायालय, नवी दिल्ली

8 - 2114/11 (1991 कोट) पालिका कोट 440

राज्य सरकार निबंधक पोलीस

बीबदर जिल्हा

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

1. श्री. निबंधक कोट - नवी दिल्ली 414/11 पालिका कोट 440

2. श्री. निबंधक कोट - अ. न्यायालय कोट 409, मुंबई
श्री. निबंधक कोट 440

3. कोट कोट कोट कोट
दिल्ली-कोट कोट कोट कोट कोट
4. कोट कोट कोट कोट

1. *[Signature]*

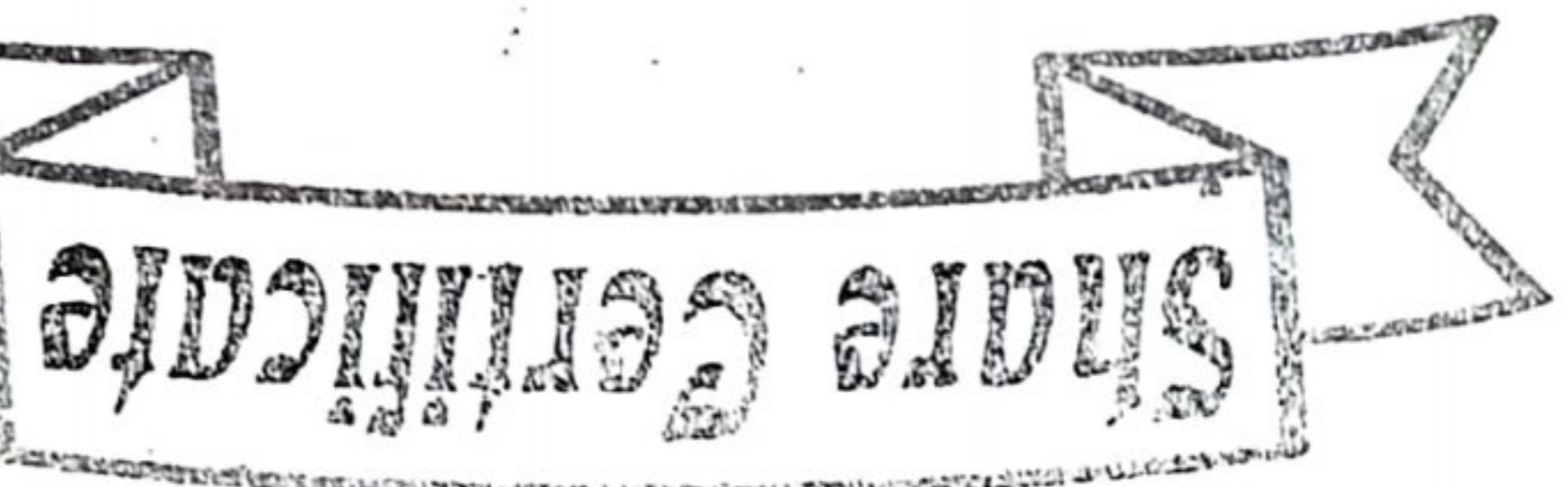
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राज्य सरकार निबंधक पोलीस



Share Certificate No. 20 Member's Regn. No. _____ No. of S



RIDDHI GARDENS BLDG. HI-H2

CO-OPERATIVE HOUSING

Film City Road, MALAD (EAST), MUMBAI - 400 097.

Registration No. **MUM/W-P/HSG/TC/11739 of 2002-2003**

(Registered under the Maharashtra Co-operative Societies Act,

This is to certify that **Smt. / M/s. MRS. SAMBHA A. GARG**

(HI-401A)

is the Registered Holder of **PH**

of Rs. FIFTY each numbered from **96** to **100** both inclusive, in

RIDDHI GARDENS BLDG. HI-H2

CO-OPERATIVE HSG. SO

Subject to the By-laws of the said Society

Given under the Common Seal of the said Society on

this **22nd** day of **FEBRUARY 20 04**



Authorised
M.C. Member

[Signature]
Secretary



MUNICIPAL CORPORATION OF GREATER MUMBAI
NO. CHE/6920/BP(WS)/AP OF

9 MAR 2000

To

Shri Mukul P. Patel
C. A. to K.M. Tikekar & Others.
Co-OWNERS-

Office of the
Ex Eng. Bldg. Prop. (W.S.) P & R Ward
Dr. Babasaheb Ambedkar Market Bldg,
Kandivall (West), Mumbai-400 067.

Subject : Permission to occupy the completed bldg.
No.1, on plot A, bearing C.T.S.No. 677B/1
of Village Malad/East, off. Goregaon Mulund
Link Road, Malad/East.

Sir,

Reference : Your Architect letter dated 3.1.2000.

The full development work of Bldg.No.1, i.e. Riddhi Garden
(H1 & H2 Type) on plot 'A', situated at Village Malad/East, at Goregaon
Mulund Link Road, CTS No. 677B/1, is completed under the supervision
Shri A. R. Karnik, Licenced Surveyor, having Licence No. K/167, S
Salim H. Mansuri, Licenced Structural Engineer, having Lic
No.STR/M/58 and Licenced Site Supervisor, Shri Salim H. Mansu
having Licence No. M/72/SS-I, may be occupied on the following con
ditions :

1. That the certificates U/s 270A of B.M.C.Act shall be obtained
from A.E.W.W. P\North Ward and a certified copy of the same
shall be submitted to this office.
2. That all the terms and conditions of the approved layout/
subdivision/amalgamation shall be complied with.
4. That the D.I.L.R.'s certificate for transfer of ownership
of D.P.Road in the name of M.C.G.M. shall be submitted before
R.C.C.
5. That all the requisition of O.C.C. shall be complied with
R.C.C. shall be obtained within 6 months hereof otherwise
deposit shall be forfeited.

A set of plan duly signed is returned herewith for your
record please.

Encl. : 1 set of
approved plan.

Yours faithfully,

TRUE COPY

M. Mansuri

SALIM H. MANSURI
ARCHT. ENGINEER & R.C.C. CONSULTANT
1, ... 6th Road

P. ...
Ex. Engineer. Bldg. Prop.
(W.S.) P & R Ward