



SHETH DEVELOPERS LTD.

श्री. शिवाजी
श्री. राजेश शिवाजी

AGREEMENT FOR SALE ◀



TAKE A STEP TOWARDS A LUXURIOUS HOME AND A PREMIUM LIFESTYLE.

Vasant  Smruti
KANDIVALI (E)

Mumbai, dated 07th Day of July, 2001

BETWEEN

SHETH DEVELOPERS LTD

AND

MRS. RITA. K. NAYYAR

DEED OF CONFIRMATION OF
AGREEMENT FOR SALE, 27th August, 2000

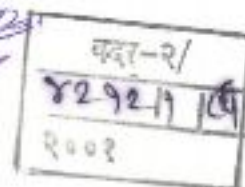


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 अथवा
 अथवाकारा
 कार्या, मंत्रालय
 कृषि विभाग
 योजना सं - 20/ -
 0730843, 0730814 (0730815)

1 JUN 2001

Rita Nayyar

DEED OF CONFIRMATION OF
 AGREEMENT FOR SALE



THIS DEED OF CONFIRMATION is made and executed at Mumbai, on 06-7-2001 this day of June-2001 BETWEEN M/s. SHETH DEVELOPERS LTD,a company registered under the Companies Act 1956 and having its registered Office at 11, Vora Palace, M.G Road, Kandivali (W),Bombay - 400 087 hereinafter referred to as "THE DEVELOPERS"(which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the ONE PART and MRS RITA.K. NAYYAR of Mumbai, Indian Inhabitant residing at Highway Apartment,E/wing,Ground floor,Thakur Complex,Kandivali (East),Mumbai - 400 101 hereinafter called the "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof deem to include her heirs, executors and administrators and assigns) of the OTHER PART:

RK Nayyar

कत-२/
०२९२/१८
२००१

WHEREAS the DEVELOPERS herein have entered into agreement for sale on 27th August,2000 on respect of Shop No. 25 on Ground floor adm. sq.ft Built up in the building known as Vasant Smruti. next to khatau Mills, Thakur Complex, Off. Western Express Highway, Kandivali (East),Mumbai - 400 101, hereinafter called "the said Shop" with the Purchaser herein for the total consideration amount of Rs. 6,20,000/- (Rupees Six Lakhs Twenty thousand only) has been paid by the Purchaser to the Developers herein, the receipt of which the Developers hereby admit and acknowledge AND WHEREAS the said Agreement executed between the parties herein on 27th August,2000 in respect of the sale of the said shop has remained to be registered though the same was dully stamped for Rs.69,600/- on 9.8.2000.

AND WHEREAS it is considered necessary that the said Agreement, which is annexed hereto, need to be registered, confirming the terms and conditions contained therein as valid and subsisting and binding upon the parties hereto.

NOW THIS DEED OF CONFIRMATION WITNESSETH AS UNDER

1. That this Deed hereby confirm that M/s. Sheth Developers Ltd .the Developers have agreed to sale Shop No.25 on Ground floor, adm. ³¹⁰ sq.ft Built up area in the building known as Vasant Smruti situated at Kandivali (East), Mumbai - 400 101 hereinafter called the said Shop to the Purchaser Mrs. Rita.K. Nayyar for the total consideration price of Rs.6,20,000/-

X
Rita K. Nayyar

पत्र-२/
४२९२/३/१८
२००१

2. The Confirming parties hereto being the Developers and the Purchaser herein, hereby confirm the terms and conditions of the said Agreement executed on 27th August, 2000 as binding upon the parties hereto and pursuant thereto they have acted paid the consideration amount.

This Deed of Confirmation confirm the terms and conditions of the said Agreement dated 27th August, 2000 as valid and subsistent and the contents of the said Agreement are true and correct and binding upon the parties hereto.

THE SCHEDULE OF THE PROPERTY

All that piece or parcel of land situated at Survey No. 22, Hissa No. 2 corresponding to old CTS No. 630, 631, 633 & new C.T.S No. 630 of Village Palsar, Taluka Borivali, District B.S.D and admeasuring 3888 sq. yds equivalent to 3084 sq. mtrs and bounded as follows:

On or towards the North : By land bearing CTS No. 634

On or towards the south : By land bearing CTS No. 656, 655 & 654.

on or towards the West : Partly by land bearing CTS No 632 and partly by Land bearing CTS No. 638.

K. K. Nayyar

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on or towards the East : Partly by land CTS No.628 and
partly by Land bearing CTS
No. 629.

IN WITNESS WHEREOF, the parties hereto have signed this Deed of
Confirmation on the day and year hereinabove mentioned.

SIGNED SEALED AND DELIVERED)

by the withinnamed DEVELOPERS)

M/S. SHETH DEVELOPERS LTD)

in the presence of.....)

For SHETH DEVELOPERS LTD.

MUKESH L. SHAH (C.A.)

SIGNED SEALED AND DELIVERED)

by the withinnamed PURCHASER)

MRS. RITA.K. NAYYAR)

in the presence of.....)

X RKNayyar
F.W.L.
Rita K Nayyar

WITNESS:

1.

2.

पत्र-२/
१२-१२-१६/६
२००१

Annexure not registered

क्र. २१४२९२/२००१

संख्या क्रमांक १ कायदा

बोवदा.

दिनांक

२८/१०/२००१

५९९६६

१२५



सा. दु. नं. ११६६६/२००१
संख्या क्रमांक १ कायदा

जिल्हा नं. ११६६६/२००१

संख्या क्रमांक १ कायदा

११६६६/२००१

११६६६/२००१

११६६६/२००१

११६६६/२००१

Annature not registered

12
13
m.v : 696000
Build up Area : 248 sq. ft.
13 dt. 5/10/2000
No. 1849/2000/3522/3522
GENERAL STAMP OFFICE, Mumbai
51-1-2001...

RECEIVED From Smt. Rita . K. Nayyar

the stamp
Duty Rs. 1700/- (Seven thousand seven hundred only)

CERTIFIED under Sec. 41 of the Bombay Stamp Act, 1958, that the proper stamp duty Rs. 6750/- (Duty Nine thousand seven hundred only) and penalty Rs. 915/- (Nine hundred fifteen only) have been paid in respect of the instrument.

Subject to the Provisions of Section-53-A of The Bombay Stamp Act, 1958

COLLECTOR



MRS RITA . K. NAYYAR
Shop NO -
AGREEMENT

27-2/
8292/16/100
2002

62000/- P. Shetty & Co. Thousand Rupee

R. K. Nayyar

R. K. Nayyar

R. K. Nayyar

ARTICLES OF AGREEMENT made at Mumbai this 27th day of July, 1998 BETWEEN M/s. SHETH DEVELOPERS LTD., a company registered under the Companies Act, 1956 and having it's registered office at 11, Vora Palace, M.G. Road, Kandivali (W), Bombay - 400 067, hereinafter referred to as 'THE DEVELOPERS' (which expression unless it be repugnant to the context or meaning thereof shall mean and include it's successors and assigns) of the ONE PART AND

MRS Rita . K. Nayyar

of Mumbai, India Inhabitant, hereinafter referred to as the 'PURCHASER' of the OTHER PART.

M. M. Pednekar
Proper Officer,
General Stamp Office Mumbai

GENERAL STAMP OFFICE
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STAMP

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WHEREAS

1. Prior to 1st November 1975, M/s. Byramjee Jeejeebhoy Pvt. Ltd. was entitled to a large tract of land admeasuring in the aggregate 71,288.20 sq.mtrs., situated at Village Poisar, in Brihan Mumbai and particularly described in the First Schedule hereunder written (the said land is hereinafter referred to as "the Byramjee Jeejeebhoy Land")
2. By and under writing dated 1st November, 1975 made and entered into between M/s. Byramjee Jeejeebhoy Pvt. Ltd. on the one hand and M/s. Heritage Estate Pvt. Ltd. on the other hand. M/s. Byramjee Jeejeebhoy Pvt. Ltd. agreed to transfer, grant and convey all their rights, title, interest and benefit in their various lands, hereditaments and premises interalia including the Byramjee Land more particularly described in the First Schedule hereunder written in favour of M/s. Heritage Estate Pvt. Ltd. (Hereinafter referred to as "the owner") and have put Heritage Estate Pvt. Ltd. in juridical possession thereof with right and authority interalia to enjoy rents, income and profits thereof and to deal with the same as though M/s. Heritage Estate Pvt. Ltd., is the legal owner thereof.
3. M/s. Byramjee Jeejeebhoy Pvt. Ltd. had under an agreement dated 22nd August, 1964, agreed to sell the Byramjee land to Govindbhai Appaji Bhatte & Ors., being the partner of M/s. Swastik Land Development Corporation.
4. In view of the persistent non co-operation on the part of the said Govindbhai Appaji Bhatte & Ors., for completing the sale in respect of the said property in their favour pursuant to the said agreement for sale dated 22.8.64 M/s. Byramjee Jeejeebhoy Pvt. Ltd. filed a suit being Suit no. 349 of 1970 in the High Court of the Judicature at Mumbai against the

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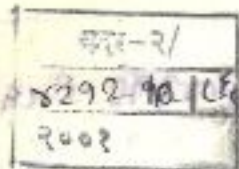
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said Govindbhai Appaji Bhatte & II ors. (being the partners of M/s. New Swastik Development Corporation) for specific performance of the said Agreement.

5. In the said Suit, a Consent Decree dated 14.7.1976 was passed by the Hon'ble Mr. Justice Mridul who directed the Defendant Nos. 3,7,8,9,10,11 & 12 to handover physical vacant possession of the Byramjee Land to M/s Byramjee Jeejeebhoy Pvt. Ltd.
6. The said decree was executed through the bailiff of Sheriff of Bombay on 25th May, 1978 when M/s. Byramjee Jeejeebhoy Pvt. Ltd., was given vacant possession of the Byramjee land except 10 Gunthas of land.
7. One Kanubhai Kantilal Patil took out a Chamber Summons dated 3rd June 1978, being Chamber Summons no. 245 of 1978 in the said suit no. 349 of 1970 Inter alia for an order against M/s. Byramjee Jeejeebhoy Pvt. Ltd. (being the plaintiffs in the said suit) that M/s. Heritage Estate Pvt. Ltd. (i.e. the Owner) be ordered to restore and deliver possession of the plot of land admeasuring about 37,986.50 sq.yards bearing Survey no. 19, Hissa no. 2, Survey no. 22, Hissa no. 1(part) and Survey no. 22, Hissa no. 1A(part) and bearing CTS Nos. 639 and 701 from out of the Byramjee Land (hereinafter referred to as "the disputed area")
8. The said Chamber Summons was decided by the Hon'ble Mr. Justice M.G. Chaudhary by a judgement dated 25th August, 1989 / 8th September, 1989 and His Lordship was pleased to make the Chamber Summons absolute in terms of prayers (a) excluding the three portions which were fenced by the Plaintiffs (M/s. Byramjee Jeejeebhoy Pvt. Ltd.) at the time of the execution of the said Consent



R. K. Nayyar



Decree and the Sheriff was directed to put the said K.K. Patel in possession of the said area claimed by him in terms of prayers (a) of the Chamber Summons.

9. The three portions totally admeasuring 10 Gunthas (1210 sq.yds.) in respect of which the claim of the Applicant (K.K. Patel) was disallowed by the Hon'ble Mr. Justice M.G. Chaudhary.
10. Against the said order of the Hon'ble Mr. Justice M.G. Chaudhary, M/s. Byramjee Jeejeebhoy Pvt. Ltd., filed an appeal bearing no. 1420 of 1989. The said Appeal is allowed by the Division bench of the Mumbai, High Court on 1989.
11. The Special Leave petition being SLP (Civil) no. 5630 of 1993 filed by the said K.K. Patel was summarily rejected by the Supreme Court of India.
12. By and under and Agreement dated 25th February 1993, M/s. Heritage Estate Pvt. Ltd. and Byramjee Irrevocably appointed Trishul Estate Developers as Developers for development of the Byramjee land.
13. The Development rights granted to Trishul Estate Developers as aforesaid include the right to construct structures on the Byramjee land in accordance with the building plans as may from time to time be approved by the concerned Local Authorities having jurisdiction over Brihan Mumbai and subject to the provisions of the Urban Land Ceiling and Regulation (ULC & R Act) and other applicable laws and to transfer on ownership basis residential flats and other premises in the structures to be constructed by Trishul Estate Developers on the Byramjee Land to the respective purchasers thereof.



RK Jeejeebhoy

14. Under the said Agreement, Trishul Estate Developers are entitled to develop the Byramjee land on their own and in their own name and in accordance with the terms and conditions therein contained provided however that Trishul Estate Developers may themselves develop the Byramjee land and/or get the same developed by appointing other Developers / Builders.
15. There are 101 occupants on the Byramjee land and Trishul Estate Developers have agreed and undertaken to shift them all at their own cost.
16. Major portion of the Byramjee land (admeasuring about 24,137.8 sq.mtrs.) falls under reservation for Municipal Godown (as shown on the said plan) while another portion admeasuring about 5,275 sq.mtrs. falls under D.P. Reservation of 90' wide road and rest of the area admeasuring about 9,602 sq.mtrs. is under reservation for Secondary School and Primary School and some portion is in R Zone.
17. The area falling under Municipal Godown Reservation has been considered developable as per the policy of the State Government and as per the terms and conditions mentioned in the letter no. TPS - 4395/687/C. No. 348 Urban Development dated 30th January, 1996. All liabilities or compliances of whatsoever nature imposed in the above order are to be borne by Trishul Estate developers alone at their own costs. The above referred has been clearly mentioned in the order no. TPB - 4395/687/C.No. 348 dated 30.1.96
18. Accordingly, the Competant Authority constituted under the Urban Land (Ceilings and Regulations) Act, 1978 (ULC Act) for re-development under section 22 of the ULC Act



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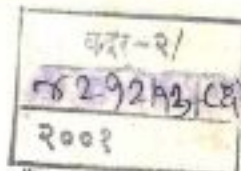
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has granted permission for development for the Byramjee land mentioned in the first schedule hereinunder written vide order bearing no. C/ULC/D.V./WS/287/96 dated 3rd October, 1996.

19. Trishul Estate Developers are therefore in a position to develop the portion of the Byramjee land falling under the said reservation of Municipal Godown alongwith the permissible advantage of Floor Space Index (FSI) for the area falling under D.P. Road. The portion of the Byramjee land falling in the reservation for Municipal Godown admeasuring 19,718.35 sq.mtrs. and D. P. Road admeasuring 4910.71 sq.mtrs. is available for development by an order passed by the Municipal authorities by way of amalgamation bearing no. CHE/1774/LOR dated 31st October, 1998. The portion of the Byramjee land admeasuring 19,718.35 sq.mtrs. is particularly described in the second schedule hereunder written.
20. At all material times, Mr. Leslie Fonseca and Mrs. Catherine S. Fonseca were the owners of an immovable property being land bearing Survey no. 22, Hissa no. 2 (corresponding to old CTS No. 630, 631 and 633 & new CTS No. being 630 of Village Poisar) and situated at Village Poisar, Taluka Borivali admeasuring 3084 sq.mtrs. or thereabouts (equivalent to 3688 sq.yards) (hereinafter referred to as "the Leslie Fonseca land") The Leslie Fonseca land is shown on the said plan and is particularly described in the Third Schedule hereunder written.
21. The Byramjee land and the Leslie Fonseca land are adjoining each other has to be developed jointly for commercial exploitation.



X
R.K. Jayaram



22. By and under an agreement dated 6th October, 1987 Mr. Leslie K. Fonseca and Mrs. Catherine S. Fonseca (hereinafter referred to as "the FONSECAS") agreed to grant development rights in respect of the Leslie Fonseca's land to M/s. Dattani Constructions (hereinafter referred to as "Dattani") on as is where is basis.
23. Pursuant to the said Agreement dated 6th October, 1987 the Fonseca put Dattani in possession of the Leslie Fonseca's land and the Fonseca's also executed a Power of Attorney dated 10th September, 1992 in favour of Satish J. Dattani and Bharat K. Dattani (being the Partners of Dattani) for enabling them to carry out construction work thereon.
24. Dattani has paid the total consideration money payable to the Fonseca's in respect of the Leslie Fonseca Land.
25. By and under an Agreement dated 26th February, 1994, Dattani in their turn granted Development rights in respect of the Leslie Fonseca land to Trishul Estate Developers and accordingly Trishul Estate Developers are entitled to carry out development work in respect thereof and/or grant in their turn development rights in respect thereof to the developers.
26. It will be possible to construct an aggregate area of 2883.35 sq.mtrs. (31036sq.ft.) on the Leslie Fonseca's land FSI plus staircase, common areas and balcony @ 20%.
27. There are structures on the Leslie Fonseca's land which are in occupation of tenants / occupants.
28. Accordingly, the Competent Authority constituted under the Urban Land (Ceiling & Regulations) Act, 1976 (ULC ACT) under the Order bearing no. C/ULC/D.V/WS/284/96 dated

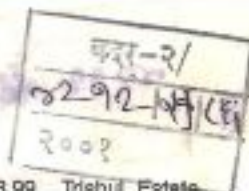
f. k. dattani

14th October 1996, has granted re-development permission under section 22 of the ULC Act, for development of the Lands mentioned in the third schedule hereinunder written.

29. By and under an Agreement dated 8th June, 1993 between one William Fonseca (hereinafter referred to as "William Fonseca") agreed to sell to M/s. Thakur Estate Land bearing survey no. 17, Hisse no. 5, CTS no. 622 (Old CTS No. 114) of Village Poisar, Taluka Borivali admeasuring 2024 sq.mtrs. out of which only a portion of 1288 sq.mtrs. covered by the scope of this Agreement which is particularly described in the Fourth Schedule hereunder written (hereinafter referred to as "the William Fonseca's Land").
30. By and under an Agreement dated 5th July, 1994 M/s. Thakur Estate intersalia agreed to sell William Fonseca's land to Trishul Estate Developers and Trishul Estate Developers have paid full consideration money to M/s. Thakur Estate under the said Agreement dated 5th July, 1994.
31. There are structures on the William Fonseca's land which are under occupation of tenants/occupants .
32. Accordingly, the Competent Authority constituted under the Urban Land (Ceilings & Regulations) Act, 1976 (ULC ACT) under the order bearing no. C/ULC/D.V/WS/288/96 dated 14th October, 96 u/s. 22 of the ULC Act, granted permission for re-development of the lands more clearly mentioned in the fourth schedule hereinunder written.
33. It will be possible to construct an aggregate area of 1288.28 sq.mtrs. (i.e. 13867 sq.ft.) on William Fonseca's land.
34. All the lands mentioned in the schedules nos. 2,3, & 4 are amalgamated under order bearing no. C/ULC/D.V/WS/168/97 dated 2nd May, 1997.

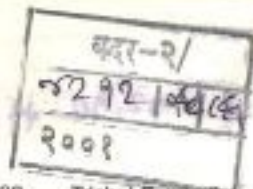


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35. By and under Agreement dated 24.3.99, Trishul Estate Developers, have agreed to grant development rights (sub-development rights) in respect of all buildings, to be constructed on the various portions of (i) the Byramjee land falling under the reservation of Municipal Godown (ii) the Leslie Fonseca land and (iii) the William Fonseca land aggregating to 28,000.71 sq.mtrs. as more particularly described in the First Schedule, Second Schedule, the third Schedule and the fourth schedule (hereunder written) with a right to the Developers to construct buildings by utilising F.S.I. to the extent of 1,50,000 sq.ft. inclusive of areas included in balcony staircase, passage, liftwell from the land described in the Second schedule, third schedule and fourth schedule and more particularly described in the fifth schedule hereunder written.
36. Thus F.S.I. to the extent of 1,50,000 sq.ft. will be available for construction on the aforesaid land.
37. And it is therefore agreed between Trishul Estate Developers and the Developer that in no case the Developer will be entitled to construct structures of more than 1,50,000 sq.ft. as available for sale on the aforesaid lands.
38. Trishul Estate Developers shall be responsible for development of infrastructure including all D.P. Roads, construction of Municipal Godown area as per layout order sanctioned by the Mumbai Municipal Corporation bearing no. CHE/1774/LOR dated 31.10.98, all infrastructures, to be constructed and completed as per the layout conditions by the BMC at Trishul Estate developers own cost and the Developers shall not be responsible for any compliances of the conditions laid down by the BMC for availing I.O.D. / C.C. & Occupation Certificate of the Byramjee land falling under reservation for the Municipal Godown, the Leslie Fonseca land and William Fonseca land.

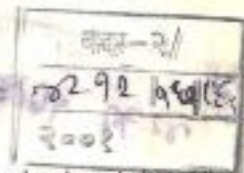
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39. Trishul Estate Developers have prepared a layout in respect of the land mentioned in the second, third and fourth schedule hereunder written, after amalgamation of the said lands and Trishul Estate Developers have got the said layout duly sanctioned from the Bombay Municipal Corporation vide no. CHE/1774/LOR dated 31.10.88
40. The F.S.I. mentioned in the fifth schedule hereunder written forms part of the said layout and is from the other lands described in the second third and fourth schedule.
41. The Trishul Estate Developers have agreed to grant development rights to the Developers for constructing buildings on the land by utilising F.S.I. to the extent of 1,50,000 sq.ft. from the portion of Byramjee Land, Leslie Fonseca land and William Fonseca land more particularly described in the fifth schedule hereunder written and is hereinafter referred to as the said property on the terms and conditions as recorded in the Agreement dated 24th March, 1999.
42. As per layout plans, as approved by the Mumbai Municipal Corporation, the Developers are entitled to construct and the Developers shall construct one building known as "Vasant Smrut" comprising of Ground + eight stories. The said building shall comprise of six wings viz; A,B,C,D,E & F. The building "Vasant Smrut" is hereafter referred to as the said building.
43. The Developers are accordingly entitled to sell on ownership basis the flat/shops/parking spaces/terraces in the said building to be constructed on the said property.
44. The Developers intend to sell on ownership basis the flats/shops/parking spaces/ terraces and other premises in the said building to be constructed on the said property.



R. K. S. S.



45. The Purchaser has seen the sketch plan, layout plan of the said property, showing the locations of Byramjee Land, Leslie Fonseca land and William Fonseca land more particularly described in the fifth schedule hereunder written, from the portions of which the Developers shall construct building on the land by utilising F.S.I. to the extent of 1,50,000 sq.ft.
46. On the request of the Purchaser, the Developers have agreed to allot to the Purchaser on ownership basis flats/shops/parking spaces/terraces no. 25 on the GR floor of the said building "VASANT SMRUTI" in A Wing hereinafter referred to as "the said premises".
47. The Purchaser has demanded from the Developer and the Developers have given inspection to the Purchaser of all the documents of title relating to the pieces of land comprising in the said plot, the plans, design and specifications prepared by the Developers Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules framed thereunder.
48. Copies of Title Certificate issued by an Advocate for the Developers, copies of Revenue Records in respect of the said pieces of land comprising in the said plots and copies of the plans and specifications in respect of the said buildings known as VASANT SMRUTI are hereto annexed and marked Annexure C, D & E respectively.
49. The Developers are entering into separate agreements with several other persons and parties for sale of flat/ shop/car parking space/terraces and other premises in the said building.



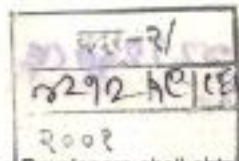
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NOW IT IS HEREBY DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. The Developers shall construct building on the land by utilising F.S.I. to the extent of 1,50,000 sq.ft. of the portions of the Byramjee land, Leslie Fonseca's Land & William Fonseca's land. The said building shall consists of six wings viz; A, B, C, D, E & F. The building to be constructed on the said land shall be developed and constructed by the Developers in a phased manner as hereinafter set out.
2. The Developers have informed the Purchasers and the Purchaser is aware that the Developers propose to develop the said plot by carrying out construction thereupon of the said building in accordance with the building plans and layout plans duly approved by the Concerned Authorities in respect thereof. The Development work would be carried out by the Developers in a phased manner to be determined by the Developers in their absolute discretion from time to time. Pursuant to that, the Developers have commenced construction of the said building. The Developers may as required by the Concerned Authorities and/or in their absolute discretion from time to time vary, amend and/or alter the layout plan of the said plot or the building plans in respect of the said building. As part of such variation amendment and/or alteration in the layout and/or in the building plans, the Developers may also construct additional building and/or additional construction by way of extension of one or more wings or floors to the proposed said building to be constructed on the said plot. The Purchaser hereby irrevocably agrees and has given his/her/it's express consent to the Developers carrying out variations to the layout plan/building plans in respect of additional structures in the building to be constructed (even if not envisaged at present) in on the said plot as aforesaid. It is however,



X
Rajiv Jha



agreed by the Developers that the Developers shall obtain prior consent in writing of the Purchaser in respect of any variation or modification in the building plans which may adversely affect the premises agreed to be purchased by the Purchaser as hereinafter stated. The Purchaser hereby also gives his irrevocable consent to the Developers developing the said plot in such phased manner as the Developers may determine even after the Developers shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchaser. The Developers shall accordingly be entitled to develop the said plot in a phased manner to be determined from time to time in the layout plan and/or building plans in respect of the said plot and/or the said buildings to be constructed as aforesaid. The Purchaser hereby agrees to give all the facilities and assistance, the Developers may require from time to time after the Developers deliver the possession of the said premises 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 plot in the manner that may be determined by the Developers.

3. The said building shall be constructed by the Developers in the 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 building shall contain amenities as per the particulars given in the Annexure A hereunder written.
4. The sanctioned building plans from the concerned authorities in respect of the said building will remain open for inspection on all working days during office hours at the building site and also at the office of the Developers at 11, Vora Palace, M.G. Road, Kandivali (W), Mumbai - 400 067.

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5. The Purchaser has prior to the execution of this Agreement has satisfied himself/herself/itself about the title of the Owners in regard to the said pieces of land comprising in the said plot as described in the second, third and fourth schedule hereunder written. The Purchasers shall not be entitled to further investigate the title of the owners nor any requisition or objection shall be raised in any manner relating thereto. A copy of the certificate of title given by the Advocate is hereto annexed and marked as Annexure C.

6. The Developers, shall sell to the Purchasers and the Purchasers shall purchase from the Developers, flat/shop/ car parking-space/terrace no. 25 on the 6th floor of the said building known as "VASANT SMRUTI" in wing C being constructed by the Developers on the said plot (herein referred to as "the said premises"). The Plan in respect of the said premises is hereto annexed and marked Annexure E. The building "VASANT SMRUTI" in which the said premises is to be located is hereinafter referred to as "the said building".

7. The Built-up area of the said premises is 210 sq.ft. inclusive of the enclosed balcony, common areas and facilities for the said building i.e. relative common areas and facilities for the said building i.e. relative common areas and facilities of the said building as also percentage of undivided interest of the said premises in the restricted common areas and other facilities provided on the floor on which the same are located are as per the particulars whereof are 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 changes in the layout and/or building plans.

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8. The Purchaser shall pay to the Developers the sum of Rs. 629,000/- as the purchase price in respect of the said premises. The Purchase price is inclusive of the proportionate price of 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 :

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- a. Rs. 81,000/- /- paid as earnest money
- b. Rs. 62,000/- /- on or before the execution of this agreement
- c. Rs. 74,500/- /- on or before completion of plinth work
- d. Rs. 31,000/- /- on or before completion of 1st Slab
- e. Rs. 21,000/- /- on or before completion of 2nd Slab
- f. Rs. 21,000/- /- on or before completion of 3rd Slab
- g. Rs. 31,000/- /- on or before completion of 4th Slab
- h. Rs. 81,000/- /- on or before completion of 5th Slab
- i. Rs. 81,000/- /- on or before completion of 6th Slab
- j. Rs. 31,000/- /- on or before completion of 7th Slab
- k. Rs. 81,000/- /- on or before completion of 8th Slab
- l. Rs. 81,000/- /- on or before completion of Top Slab
- m. Rs. 87,000/- /- on or before completion of Masonary Work
- n. Rs. 35,000/- /- on or before completion of Plaster Work
- o. Rs. 37,500/- /- on or before completion of Flooring Work
- p. Rs. 27,500/- /- on or before completion of Sanitation Work
- q. Rs. 83,500/- /- on possession of the said flat premises.

It is specifically agreed that the apportionment of 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 cost.

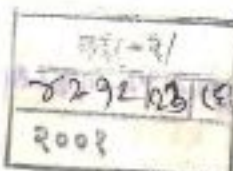


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9. The Developers shall intimate to the Purchaser demanding payment of the installment of the purchase price to be payable by the Purchaser within the period mentioned in such intimation, which intimation shall be sent to the Purchaser by the Developers when the same falls due as per clause 8 above. It is expressly agreed by the Purchaser that the time for the payment of each of the aforesaid installments of the Purchase price as stated in the intimation to be sent to the Purchaser as mentioned hereinabove and in respect of the all amounts payable under this presents, by the purchasers to the Developers shall be the essence of the contract. In the event of the Purchaser making any default in payment of the installment of the purchase price within the period mentioned in the intimation, this Agreement shall stand cancelled and revoked without giving any notice of such termination to the Purchaser and in that event all the monies paid by the Purchaser till the time of such termination shall be refunded to the Purchaser by the Developers, without any interest and the earnest money paid by the Purchaser to the Developers shall stand cancelled and forfeited. The refund of the monies payable by the Developers as mentioned hereinabove, shall be paid by the Developers to the Purchaser within ninety days after the termination of this Agreement in the manner stated above and the Developers will be entitled immediately on the termination of this Agreement to sell and/or dispose of the said premises in favour of any other party. The Purchasers herein will have no right to object to such sale/ disposal of the said premises by the Developers. The Flat Purchaser also 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 encashed the cheque or not, will amount to the refund of the amount so required to be refunded.

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In the event the purchaser desires to cancel his flat, the earnest money paid by the purchaser shall stand forfeited and the purchaser shall not be entitled to such earnest money paid by him to the Developers. It is further provided that in such circumstances the purchaser shall also have to bear the loss, if any, being the difference of the amount in the rate at which the purchaser booked the said flat and the rate prevailing at the time of the cancellation, by the purchaser, of the said flat. The purchaser shall also have to bear and pay to the Developers, at the time of such cancellation, the brokerage charges (if flats purchased through the broker) which brokerage shall have been already paid by the Developers to such broker. The purchaser will also be entitled to pay interest on any default payment as per the terms, herein contain, at the time of making accounts when the purchaser has expressed his desire to cancel flats. It is agreed by the between the parties that all the above referred amounts due and payable by the purchaser, as specified hereinabove, shall be deducted from the amount received by developers from the purchaser till the time of such cancellation.

10. If the Purchaser in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developers under this Agreement, seeks loans from financial institutions, banks or other institutions against the security of the 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 and the Purchaser further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such financial institution,

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banks etc. stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the financial institution, 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 directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser from the amount standing to his 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 bank, 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. Notwithstanding all that is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser to pay the installments of the consideration amount 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/have applied for the loan to such financial institution, banks, their employers or such other institution and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contention in respect of his failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the

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Purchaser is rejected. In the event of the failure of the Purchaser to pay the installments of the consideration amount the Developer shall be entitled to enforce their rights as mentioned in Clause 9.

11. The Purchaser hereby grants his irrevocable consent to the Developer mortgaging the said plot alongwith the said building being constructed on the said plot, to enable the Developer to augment the funds of the Developer for the development of the said plot. The Developer shall clear the mortgage debt in all respects before the execution of the conveyance of the said plot in favour of the Society formed of all the purchasers in the said building.
12. Without prejudice to the above, and the Developers other rights under this Agreement and/or in law, the Developers may at their own option accept from the Purchaser the payment of the defaulted installments on the Purchaser paying to the Developer interest on the defaulted installments at the rate of 30% per annum for the period during which the payment has been delayed.
13. It is expressly agreed and the Purchaser is aware that as a result of change in the layout plan of the said plot and/or in the building plans of the said building the share of the said premises and/or the Purchaser in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such change in the said share and hereby expressly authorise the Developers to so increase or reduce the said share of the premises and/or of the Purchaser in the said common areas and facilities of the said building and/or the said plot and the Purchaser hereby irrevocably agrees to accept the said share as changed, as aforesaid.

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14. It is expressly agreed that the possession of the said premises will be handed over by the Developers to the Purchasers on 21st day of DEC 1999 /2000 provided the Developers have received the full purchase price of the said premises and the amounts payable by the Purchaser/s to the Developers under these presents and provided the construction by the Developers is not delayed on account of non-availability of steel, cement and other building material, water or electricity supply and no act of GOD, Civil Commotion, Riot, War or any notice, order, rule notification of the Government and/or any other public body and/or competent authority has disturbed the construction schedule of the Developers and there is no delay in issue of Occupancy Certificate and/or Building Completion Certificate by the Bombay Municipal Corporation and/or Planning Authority and due to circumstances beyond the control of the Developers. If the Developers for the aforesaid reasons beyond the control of the Developers are unable to give possession of the said premises by the date stipulated hereinabove then the Developers agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said premises. Till the said amount, is refunded by the Developers to the Purchasers they shall subject to prior encumbrances if any, be a charge on the said plot as well as the premises in question. It is agreed that upon refund of the said amount as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers or against the said premises or against the said plot in any manner whatsoever and the Developers shall be entitled to deal and dispose of the said premises to any person or party as the Developers may desire at their absolute discretion.

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15. If the Developers are not able to give possession of the said flat/shops/garage/car parking space to the Purchasers on account of any reasonable cause or circumstances beyond their control, the Developers shall be entitled to an extension of a period during which the construction or development shall have been stalled, and the purchaser hereby has agreed to such extension of time.
16. It is agreed between the Developers and the Purchasers, that the Purchaser is bound and has expressly agreed to purchase and acquire open car parking space in the open compound as may be offered by the Developers to the Purchasers subject to availability thereof for the price of Rs. _____/- and if the Purchasers have not acquired and purchased such open car parking space on the execution of these presents then the Purchasers shall be free to deal and dispose off the car parking space at the Developers option to other flat purchasers in the said building.
17. It is agreed between the Developers and the Purchasers, that commencing a week after the notice in writing is given by the Developers to the Purchasers that the said premises is ready for use and occupation, the Purchasers shall be liable to pay the proportionate share (i.e. in proportion to the floor area of the said premises) of all outgoings in respect of the said plot and the said building including local taxes, cesses, rates and other charges betterment charges as levied by the Local Authority and/or the Government including water charges, insurance charges, common lights, repairs salaries of clerks Bill Collector's charges, chowkidars and sweepers charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said plot and the said building and until the said plot is transferred to the co-

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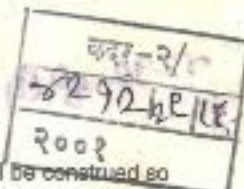
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operative society, limited company or condominium of apartment as the case may be. The Purchasers shall thus pay to the Developers the proportionate share of outgoings as may be determined by the Developers. The Purchaser further agrees that ill the purchasers share is so determined the Purchasers shall pay to the Developers, the provisional monthly contribution of Rs. ~~1500~~ per month towards such outgoings, levies and taxes and the amount so paid by the Purchasers to the Developers shall not carry any interest and if there is any deficit in respect of such provisional monthly contribution during the Developer making payment of all the outgoings as mentioned above, the Purchaser shall forthwith on demand pay to the Developers his proportionate share to make up such deficit. The Purchaser undertakes to pay such provisional monthly contribution and thereafter such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is further herein specifically provided that the purchaser shall be entitled to the possession of the said flats on payment of entire consideration amount payable to the Developers by the purchasers under the terms of this agreement and further only after the Developers have received the occupation certificate from B. M. C. in respect of the said flats. However if the purchaser desires to have possession of the said flat after the same is ready and fit for occupation, before the grant of the occupation certificate by B. M. C. and provided the purchaser has paid the entire consideration amount as per the terms of this agreement, then the possession of the said flat shall be taken by the purchaser at his own risk and costs. Further in such an event the purchaser shall be liable to pay the necessary enhanced charges that may be levied by the B. M. C. or B. S. E. S. if the possession of the flat in taken by the purchaser before the grant of occupation certificate.

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18. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said plot or the said building or any part whatsoever into or over the said plot or the said building or any part thereof or the said premises. It is agreed by and between the parties that such conferment shall take place on execution of the conveyance in favour of a co-operative society as hereinafter mentioned.
19. It is expressly agreed that, right of the Purchaser under this Agreement is only restricted to the premises agreed to be acquired by the purchasers and all the other premises in the said building and portions of the said plot including the layout roads, garden etc. shall be the sole property of the Developers and the Developers shall be entitled to develop the same in the manner the Developers deem fit without any reference, recourse, consent or concurrence from the Purchasers in any manner whatsoever.
20. It is expressly agreed that it will be the sole option of the Developers to convey or demise such land appurtenant and such portion internal road area with common or exclusive right to use as the Developers may desire to any society, Limited Company or Condominium of Apartments as the case may be and neither the Purchaser herein nor the Body of prospective purchasers shall dispute, object or oppose the decision of the Developers in that behalf.
21. The Purchaser shall not use the said premises for any purpose other than, as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.
22. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/



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them. All open spaces, lobbies, terrace and other premises and spaces will remain the property of the Developers until the said building are transferred to the proposed co-operative society as hereinafter mentioned, subject however to the rights of the Owners and/or the Developers as herein stated.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said lands and buildings or any part thereof in favour of the Purchaser and/or the other purchaser of flats in the said buildings or other building or buildings. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and the entire plot including all open spaces, parking spaces, stilt portions, lobbies, staircases, recreation spaces, walls, compounds walls, lifts, terraces including the right over walls hoarding rights etc. will remain the property of the Developers, who shall be entitled to sell, transfer deal with or dispose of the same in any manner the Developers deems fit until the entire plot including the building is transferred to the Society as herein mentioned.
24. The Purchasers hereby also expressly agree and covenant with the Developers that in the event of all the Wings of the said building on the said plot being not ready for occupation simultaneously and in the event of the Developers offering License to enter upon the said premises to the purchasers or handing over possession of the said premises simultaneously on the execution of conveyance in respect of the said plot earlier than completing all the wings and the building on the said plot, then and in that event the Purchasers shall have no objection to the Developers completing the construction of the balance wings or building on the said plot without any interference or objection by the

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Purchasers. The Purchasers further confirm that he/she/ they shall not object or dispute construction of the balance building, wing or wings or part or parts thereof by the Developers or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developers shall be entitled either to construct by themselves or through any nominees to construct and complete the said wing or wings or building or buildings on the said plot as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

25. It is hereby expressly agreed that the Developers shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or commercial user, shops, consulting rooms, banks, community hall, stalls or any non-residential use as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the said Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the Purchaser shall not object to the use of the other premises in the said building for the aforesaid purposes by the respective purchasers thereof. It is also understood and agreed by and between the parties hereto that, the terrace space in front of and/or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Purchaser of such terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchasers. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Developer and/or the society or as the case may be.

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26. IT IS HEREBY EXPRESSLY AGREED that the terrace on 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 Developers shall be entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such persons 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 Purchasers of such premises proposed or constructed 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 that may be formed by the Purchaser of premises as stated hereinafter shall admit as it's members the Purchaser of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank being constructed or any other common facility being provided on the terrace, then the society shall be entitled to depute it's representative to go to the terrace for the regular check-up and up keep and for carrying out repairs to 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 on the terrace and the society.
27. Until the execution of the Conveyance as herein mentioned the Developers shall have full right, if so permitted by the

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Concerned Authorities to make additions to the said building, and such additional storeys shall be the property of the Developers. The Developers shall be entitled to dispose off such additional storeys in such manner as they may deem fit. Similarly, until the execution of such Conveyance, the Developers shall if so permitted by the Concerned Authorities and/or if the Developers shall so desire then the Developers shall be entitled to construct additional structures on the said plot or any portion or portions thereof and the Developers shall be entitled to dispose off the premises in such additional structures as the Developers may deem fit. In case, the Developers shall as herein provided cause the Owners to execute separate Conveyance in respect of any portion of the said plot with structures standing on such portion, the Developers shall even after the execution of such conveyance be entitled to construct additional structures on the remaining portions of the said plot if so permitted by the Concerned Authorities and as may be desired by the Developers. The right of the Purchaser herein, shall be confined only in respect of the said premises and the structure (i.e. building in which the said premises are located) and the Purchaser and/or the society formed for the purpose of such building shall have no right of any other portion of the said plot and/or the structures constructed and/or to be constructed therein. It is expressly agreed and confirmed by the Purchaser that the right of the Developers to construct the additional structures on the said plot to put up additional floors on the said building/s is an integral part of this contract for the sale of the said premises to the Purchaser and the Purchaser hereby expressly agrees that he/she/they will not in any manner object to the Developers constructing such additional structures or carrying out any additional construction work on the said building or to the Developers carrying out any additional construction work on the said

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plot or portions thereof. The Purchaser hereby gives his/her/their irrevocable consent to the Developers carrying out construction of additional floors, wings and additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities.

28. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereby 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 off their right, title or interest in the said plot. The Developers shall be free to construct additional structures like enclosed garages in open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or layout plan of the said plot. The Purchaser shall not interfere with the rights of the Developers by any disputes raised or court injunctions under section 7 of the Maharashtra Ownership Flats Act and/or under any other provision or 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 plot.

29. As soon as the said building is notified by the Developers as complete, each of the Purchasers of the premises in the said building (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 15



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days of such notice served individually or to be put in any prominent 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 he Purchaser to the Developers in respect of the premises agreed to be purchased by him shall within ninety days of such termination be refunded by the Developers to the Purchaser. Under no circumstances, the possession of the said premises shall be given to the Purchaser unless and until all payments required to be made under this Agreement by the Purchaser to the Developer are complied with by the Purchaser.

30. 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 one year 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 buildings and in other cases, the Purchasers 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 defect 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

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which cannot be or is to be rectified by the Developers shall within a period of one year from the date of handing over possession be referred to the decision of the Authority specified in sub section (2) of section 7 of the Maharashtra Ownership Flats Act, 1963. It is however further provided that in the event of there being any external leakages or external defects to the building being detected, the same shall be rectified by the Developers in terms of the above. However any internal repairs inside the flats shall be carried out by the purchaser at his own costs.

31. The Developers shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement will have first lien and charge on the said premises agreed to be allotted to the Purchaser.
32. The said plot shall be conveyed to a co-operative housing society to be formed of the purchasers of flats and premises in all the said buildings. The society shall be registered only after the said plot shall have been fully developed and all the flats/parking spaces/garages and other premises in the building as also other structures that may be constructed thereon are sold and disposed of. The Purchaser shall become a member of the said society and the Developer shall cause the owners to execute the conveyance in respect of the said plot in favour of the said co-operative society. Until such conveyance is executed the right of the Purchaser herein shall be confined only to the said premises and the Purchaser and/or the society to be formed for the purpose of the said plot shall have no right on any portion of the said plot. Such conveyance shall take place only in favour of the co-operative society or societies for one or more wings of the building on the said plot. The Developers shall form separate society or societies for one or more wings of the said building constructed on the said plot and in that event the Purchasers to whom the flats and premises shall



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have been agreed to be sold by the Developers in the said buildings shall become members of such co-operative society to be formed in respect of the wings in the building in which their respective flats are located. In that event, the Developers shall cause the owners to execute separate Conveyance in favour of each such co-operative society in respect of the wings in the building for which the society shall have been so formed.

33. The Conveyance in respect of the such co-operative society or societies shall be executed only after the entire plot shall have been fully developed by the Developers as aforesaid.
34. The Purchasers shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company and of the co-operative societies, association of Apartment Owners and shall attend to answer and be responsible for all actions and 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.
35. The Purchaser agrees to pay total consideration 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 payment 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 or events.
36. The Developers shall be entitled to change the use of the said plot and/or the building to be constructed thereon and/or part or portion thereof but the same will not affect the user of the said premises.

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37. The Purchaser hereby covenants with the Developers 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 fully indemnified against the said payments and observance and performance 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 / contractors to carry out additional construction work on the said building now under construction and/or to construct additional buildings and structures on the said plot.

38. The Purchasers agree and undertake from time to time to sign and execute the application 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/her/them 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 structures on the said plot and also confirming the right of the Developers to sell on ownership basis other premises in the said building to be constructed on the said plot.



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39. All costs, charges and expenses in connection with the formation of the co-operative society as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other agreements, covenants deeds including Deed of Apartment or any other documents required to be executed by the Developers and/or the Purchaser out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional cost of the Advocates or Solicitors for the Developers including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Purchaser herein. The Developers shall not contribute anything towards such expenses. The proportionate share of costs, charges and expenses payable by the Purchaser herein shall be paid by the Purchaser immediately on demand. 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 8 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 requisite stamp duty and registration charges payable as per the existing laws and provisions governed by the Bombay Stamp Duty 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

Atk. Nayyar

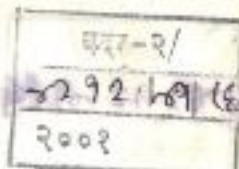
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(penalties if any) and registration charges as per the existing laws prevailing at that point of time and in that event he shall indemnify and keep indemnified the Developers in regard to costs, charges and expenses incurred by the Developers and/or any damages suffered by the Developers on account of the Purchaser opting to defer the payment of the Stamp Duty.

40. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government by way of or betterment charges, development charges or any other payment of a similar nature in respect of the said plot and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developers immediately on the demand 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 and the decision of the Developers in this regard shall be conclusive and binding upon the Purchaser. The purchaser shall be liable to pay development charges @ 14 per Sq. ft as and by way of development charges as levied by B. M. C. and any such further increase there from as may be determined by the B. M. C. from time to time.
41. The Purchaser/s shall on demand, deposit with Developers his/her/their proportionate share as shall be determined by the Developer 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.
42. The Purchaser shall at the time of making payment of the installments mentioned as agreed herein will also pay a

R. K. Singh





sum as mentioned in clause 62 which will be held by the Developers as deposit without interest and the Developers shall be entitled to utilise such deposits towards payment of taxes and other outgoings. In the event, of the Purchaser making default in payment thereof regularly of provisional monthly contribution as mentioned in clause 17 and as agreed to herein by him/her/them, the Developers will have right to take legal action against the Purchaser for recovering the same and the Purchaser shall reimburse to the Developer all such cost and expenses incurred by the Developers in instituting such legal action against the Purchaser for the recovery of the amounts as mentioned above alongwith interest @ 24%. After the Society as aforesaid, shall have been formed and the concerned building shall have been transferred and/or conveyed to the Society, the Developers shall handover the said deposit or the balance thereof to such society.

43. Notwithstanding anything contained in this Agreement, the Purchaser hereby agree to contribute and pay his/her their proportionate share towards the costs, charges, expenses (except Assessment Tax) Municipal Taxes and outgoings in respect of the items specified in the Annexure B hereto and such share to be determined by the Developers having regard to the area of each shop/premises/garage. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein, against the expenses (except Assessment Tax) municipal tax and outgoings and other expenses and the payment by the Purchaser of the monthly outgoings in regard to the items as specified in the Annexure B and shall be mandatory and obligatory under this Agreement. Failure on the part of the Purchaser to pay the aforementioned charges on demand made by the Developers shall entitle the Developers to enforce their rights of termination as mentioned in Clause no. 9.

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44. The Co-operative Society Limited Company and/or Association of Purchaser of premises in the said building shall incorporate the Name "VASANT SMRUTI" in it's name and that name will not be changed under any circumstances without obtaining permission of the Developers, and the Purchaser hereby undertake and declare to the Developer to grant his/her/their consent for the same name mentioned above, and accordingly vote in favour of the said name in the resolution to be passed in the General Body Meeting of such proposed society for the reservation of name for the proposed society.
45. The Purchaser shall allow the Developers and their surveyors and agents with or without workmen 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 laying cables, water pipes, fittings, electric wires, structures and other conveyances 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 of 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 Plot Taxes and other outgoings including the charges for electricity consumed by the Purchasers.
46. In the event, of the Society 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 additional structures and/or the sale and disposal of the premises in the said building on the said plot and/or the additional structures, the powers and authority of the society or associations so formed of the Purchasers in the said building and the Purchaser of the

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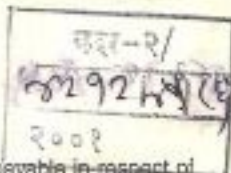
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obtaining prior written permission of the Developers. The Purchaser shall keep the said premises R.C.C. frame structure, walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenable repaired and conditions and in particular the said building, so as to provide shelter to and protect the parts of the said building other than his/her/their premises. The Developers shall not permit the closing of the niches or balconies or allow any alterations in the outside elevations and/or the outside color scheme or putting separately M.S. Grills so as being conspicuous on the elevation of the said building, so far as it concerns the premises to be allotted to him/her/then.

49. After the possession of the said premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said building area required to be carried out by the Government, Local Authority or any other statutory authority, the same shall be carried out by the Purchasers of various premises in the said building at his/her/their own costs and the Developers shall not be in any way liable or responsible for the same.
50. 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 of which may likely to cause nuisance or annoyance to the users and occupiers of the other premises in the said building. However, it is clarified that this does not cast any obligations upon the Developers to insure the building or premises agreed to be sold to the Purchasers.
51. 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

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R. K. Singh





and other such maintenance 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. 17 and as and when right and authority to cut off the essential services being given to the Purchaser by the Developers and the Developers shall further have full authority and absolute power not to restore the said essential service 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 24% per annum.

52. In the event of the Developers permitting formation of any Adhoc Committee of Purchasers, building - wise, wing-wise of the building constructed on the said plot as the Developers may determine in their sole discretion than in that event such Ad-hoc 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 said plot for such Ad-hoc committee is formed till the buildings on the said plot proposed to be constructed by the Developers on the said plot is duly completed by the Developers and till entire FSI available in respect of the said plot and any further or other FSI which may become available in respect of the said plot or for utilization thereon is fully utilised in construction of buildings by the Developers and all the Purchaser of premises have observed, 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 Ad-hoc Committee shall be subject to over all paramount rights of the Developers and of control and management by the Developers alone.

R. R. R.



53. Without prejudice to the right of the Developers to transfer the said building to co-operative society as provided in this Agreement, the Developer shall also have a right to submit the buildings on the said plot (including additional structures that may be constructed thereon) or portion or portions of the said plot 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 Associations 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 the premises in any one or more buildings on the said plot should form themselves into an Association of Apartments Owners as contemplated by the MAO ACT, all the Purchasers 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 the premises shall agree to abide by the rules and bye-laws of the condominium as may be prescribed under the provisions of the MAO Act from time to time. In order to enable the Developers to form such an association, the Purchaser shall give such particulars about himself/herself/themselves as may be required. In that event, the Sub-Developers and/or the owners will execute the Deed of Apartment in favour of each of the 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-operative societies for such number of wings in the building on the said plot as the Developers may be in their absolute discretion from time to time determine.

Prakashan

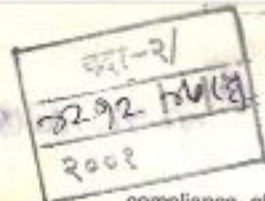


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54. The Purchaser shall not sub-let, sell, transfer, assign or part with his/her/their interest under or benefit of this Agreement or part with possession of the said premises without the prior permission in writing of the Developers.
55. The Purchasers hereby covenants to keep the said premises, walls and partition walls, sewers, drains pipes and appurtenances thereto in good and tenable repair condition and in particular so as to support shelter and protect the parts of the building other than the said premises. The Purchasers further covenants not to chisel or in any other manner damage the columns, beams slabs or R.C.C. Partition or walls or other structural members without the prior written permission of the Developers. The breach of this condition shall cause this Agreement to ipso facto to come to an end and the earnest monies and all other amounts paid by the Purchasers to the Developers shall stand forfeited and the Developers shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchasers to compensate for the damage so caused and the Purchasers hereby regard shall be final and binding upon the Purchasers who shall not dispute the decision of the Developers in this regard.
56. The Purchaser shall not decorate the exterior of the said premises otherwise than in any manner agreed to with Developers under this Agreement.
57. Any delay or indulgence by the Developers in enforcing the terms of the Agreement or any forbearance of giving of time to the Purchasers, shall not be construed as a waiver on the part of the Developers of any breach or non-

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compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the rights of the Developers.

58. After the said building and premises to be constructed by the Developers on the said plot are complete and ready for occupation and after all the premises in the said building that may be constructed have been sold and disposed 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 the said building, the Developers shall execute and/or cause to be executed Conveyance in respect of the said plot or the concerned portion of the said plot as provided in clause 65. Until the execution of the Conveyance, the possession of the said plot and the said building and premises thereon shall be deemed to be of the Developers and/or the other Developers as the case may be and the Purchaser shall hold the premises agreed to be sold to him/her/them merely as occupants thereof.
59. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurances at Bombay 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.
60. It is expressly agreed that the Developers shall be permanently entitled to put hoardings on the said plot or on the building or buildings on the said plot and the said hoardings may be illuminated comprising of neon sign or otherwise and for that purpose the Developers are fully authorised to have temporary or permanent construction or erection/installation either on the exterior of the said building or on the said plot as the case may be and the Purchasers



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agree not to object or dispute the same. The Developers shall have full and unlettered access on the said plot at all times even after the execution of the conveyance as herein set out for the purposes of the installing repairing, maintaining and/or replacing the hoardings.

81. All letters, circulars, receipts and/or notices issued by the Developers dispatched under the 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 the Developers. For this purpose, the Purchaser has given the following address :-

Highway, Apst. E wing
GR floor Thalwar Canal
Kandivali (E)

82. The Purchaser shall at the time of making payment of the final instalment mentioned in clause 8 deposit with the Developers the following amount :

1. Rs. _____ for legal charges only for this Agreement
2. Rs. 1260/- for share, money application and entrance Fee of the Society formation charges.
3. Rs. _____ towards charges of Electric / Water, Meter, Cables Transformer and Sub-station.
4. Rs. 2400/- security deposit for proportionate share and taxes and other outgoings.
5. Rs. 15/- per Sq.ft. towards corpus fund for maintenance of common facilities from each and every flat/shop purchaser.



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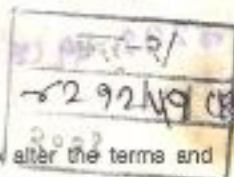
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In case, there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to the Developers his proportionate share to make up such deficit. The amount mentioned above shall be utilized by the Developer for the purpose as mentioned against each amount and the Purchaser shall not be entitled to any interest till such amounts are utilized by the Developers (i.e. in proportion to the floor area of the said premises)

63. It is further agreed between the Developers and the Purchaser that at the time of execution of conveyance in favour of co-operative housing societies that may be formed by all the Purchasers, the Purchases and/or the said society shall reimburse to the Developers IOD, Deposits and other refundable deposits paid by the Developers to the various concerned / Local Authorities in respect of the said building.
64. The Developers shall be liable to pay only the Municipal Rates and taxes, at actuals, in respect of the unsold premises in the said building. In case, the conveyance is executed in favour of the co-operative society before the disposal of the Developers of all the said premises, then in such a case, the Developers shall join in the Society as members holding such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Developers, the co-operative Society shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.
65. The Deed of conveyance and other documents for transferring the title shall be prepared by the Developers Advocate and the same will contain such covenants and conditions as the said Advocate shall think reasonable and necessary having regard to the development of the said plot.



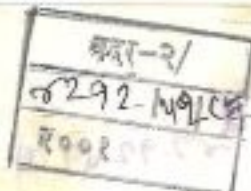
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66. The Developers shall be entitled to alter the terms and conditions of the Agreements relating to the unsold premises in the said building of which the aforesaid premises form part hereafter or even after the said society is formed and the Purchaser shall have no right to object to the same.
67. The purchaser himself with intention to bind all persons into whosever hands the said premises may come, doth hereby covenant with the Developer as follows :-
- To maintain the said premises at Purchaser's costs in good tenable repair condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated, including the staircase or the passages which may be 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.
 - Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the building in which the said premises are 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 staircase, common passage or any other structure of the building in which the said premises are situated, including entrances of the building in the which the said premises are situated and in case of any damage is caused to the building in which the said premises are 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.

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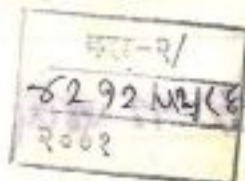






- c. To carry at his own cost all internal repairs to the said premises and maintain the said premises in the same, the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Developers in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority and/or other public authority.
- d. No 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 and outside color scheme of the building in which the said premises are situated nor shall fix M.S. Grills or other such fixtures to any part of the premises which forms a part of the facade of the building. The Purchaser shall keep the portion, sewers, drawing, pipes in the said premises and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect the other part of the building in which the said premises are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Parda 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 purchasers 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 (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)



Rohit



- e. Not to demand partition of his/her/their interest in the building and/or the Plot at any time it is being hereby agreed and declared by the Purchaser that his/her/their such interest in the said premises is impartible.
- f. Not to throw dirt, 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 plot and the building in which the said premises are situated.
- g. Pay to the Developers immediately on demand made 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.
- h. To bear and pay on demand to the Developers any increase in the local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or the Other Public Authority, on account of change of user of the said premises by the Purchaser.
- i. The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor 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 Developers under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach or non-observances 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.



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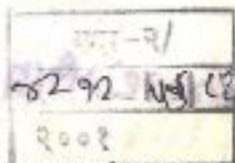
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- j. The Purchaser shall observe and perform all the rules and regulations which the co-operative society may adopt at its inception and the addition's, alterations of amendments thereof that may be made from time to time for protection and maintenance 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 the Government and other public bodies. The Purchaser shall also observe and perform, all the stipulations and conditions laid down by the society 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 this agreement.
- k. Till the Deed of Conveyance of the building in which the said premises are stipulated and/or the said plot 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 other, at all reasonable times to enter into and upon the said plot and building or any part thereof to view and examine the state and condition thereof.
- l. To observe and perform all the terms and conditions and the 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 reasons whatsoever to the Developers 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



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other way fail to perform or observe any of covenants and stipulations herein contained or referred to herein, 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 and Purchaser in the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejection as 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 and apportionable to the said premises till the date of such termination) shall within ninety days after such termination be refunded by the Developers to the Purchaser.

- m. Irrespective of dispute if any, arising between the Developers and the Purchaser and/or the said Co-operative Society all amounts, contribution and deposits including amounts payable by the Purchaser to the Developers under this Agreement shall always be paid punctually by the Purchaser to the Developers and shall not be withheld by the Purchaser for any reasons whatsoever.

68. The Stamp Duty and Registration charges incidental to this Agreement shall be borne and paid by the Purchaser alone. At the time of taking possession of the flat, the Purchaser shall also pay to the Developers, the Purchaser's share of Stamp Duty and Registration charges payable, if any, by the said Society on the Conveyance or any document as instrument of transfer in respect of the said plot and the building to be executed in favour of the society.

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R. Kalayyan



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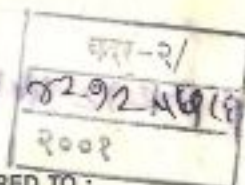
THE FIRST SCHEDULE ABOVE REFERRED TO :

(BYRAMJEE LAND)

ALL THAT piece or parcel of land or ground with structures situate lying and being at Village Poisar, in Brihanmumbai in the Registration District and Sub-District of Mumbai City and Suburban.

CTS No.	Area In Sq.mtrs.	CTS No.	Area in Sq.mtrs.
598	193.00	640	1648.90
601	590.70	642	470.00
602	371.70	645	2157.60
607	134.00	651	294.70
608	408.50	658	490.50
609	4380.70	698	593.30
611	870.70	699	1552.70
617	3433.50	700	30.20
619	230.50	701	9373.10
626	27.60	702	291.70
627	3662.40	702/1	8.70
628	8865.30	702/2	500.80
629	941.90	702/3	8.00
632	152.70	702/4	8.20
634	9709.30	702/5	8.20
636	3859.90	702/6	12.20
639	16615.00		
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			71266.20
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THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground, corresponding to Old CTS No. 617, 619, 626, 627, 628, 629, 632, 634 & 651 and New CTS No. 617-A, 617-B & 628 containing by admeasurement 19,718 sq.mtrs., or thereabouts forming part of the Byramjee Land described in the First Schedule hereunder written and which the said area of 19,718 sq.mtrs. forms a part of land reserved for Municipal Godown and area of 4,901.71 sq.mtrs. for D.P. Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

(LESLIE FONSECA LAND)

ALL THAT piece or parcel of land or ground together with a well constructed thereon bearing Survey no. 22, Hissa no. 2, corresponding to old CTS no. 630, 631 and 633 & New CTS No. 630 of Village Poisar, Taluka Borivali, District B.S.D. and admeasuring 3688 sq.yds. equivalent to 3084 sq.mtrs. and bounded as follows :

- On or towards the North : By land bearing CTS No. 634.
- On or towards the South : By land bearing CTS No. 656, 655 & 654.
- On or towards the West : Partly by land bearing CTS No. 632 and partly by Land bearing CTS No. 636.
- On or towards the East : Partly by land bearing CTS No. 628 and partly by Land bearing CTS No. 629.

Handwritten signature in blue ink, possibly 'R. Fonseca'.

कदा-२/
७२-१२-१५/१४
२००२

52

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(WILLIAM FONSECA LAND)**

ALL THAT pieces and parcel of property bearing Survey No. 17, Hissa No. 5(part) , CTS No. 622 of Village Poisar, Taluka Borivall, B.S.D. Mumbai, admeasuring 1268 sq.mtrs. equivalent to 1540 sq.yds. bounded as follows :

- On or towards the North : By property bearing CTS No. 449
- On or towards the South : By property bearing CTS No. 623, S.No. 17, Hissa No. 7.
- On or towards the East : By property boundary of Village Magathane.
- On or towards the West : By property bearing CTS No. 620, S.No. 17, Hissa No. 4.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

F.S.I. Rights to the extent of 1,50,000 sq.ft. inclusive of Balcoony, staircase, lift area and common passage derived from the lands mentioned in the Second Schedule, Third Schedule and Fourth Schedule hereinabove written.

X
R.K. Hargreaves



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

SIGNED AND DELIVERED by the
withinnamed 'LESSEE' Mr. _____

in the presence of

- 1.
- 2.

SIGNED / SEALED AND DELIVERED by the
withinnamed BUILDERS / DEVELOPERS

SHETH DEVELOPERS LIMITED For SHRTH DEVELOPERS LTD.
through its Director Mr. _____

in the presence of

- 1.
- 2.

SIGNED AND DELIVERED by the
withinnamed 'PURCHASER / S'

Mr./Mrs./M/s. Rita. K Nayyar

in the presence of Uday A Prabhudesai

- 1.
2. G.C. Pathak

RECEIPT

RECEIVED on or before the day and year
first hereinabove written of and from
the withinnamed Purchaser

Mr./Mrs./M/s. Rita. K. Nayyar

the sum of Rs. 100000/-

(Rupees One lakh only)

_____ only) being the
amount withinnamed to have been
paid by him/her/them to us by

Cash/Cheque No 986298

Dated 5/4/2008

Drawn on) Oriental Bank
Bank) Common

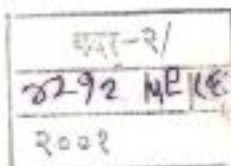
Rs. 100000/-

WITNESSES:

- 1.
- 2.

WE SAY RECEIVED
FOR SHETH DEVELOPERS LIMITED.
For SHRTH DEVELOPERS LTD.

DIRECTOR
MURKESH L. SHAH (C.A.)



MURKESH L. SHAH (C.A.)

Rita K Nayyar

FULL SING

REGISTERED LETTERS AT RESIDENCE ONLY

Om Prakash Shukla

B.A., LL.B.


ADVOCATE HIGH COURT

Residence:
48, SARJIVAN,
S. K. Padi Hospital Road,
Malad (East),
Mumbai - 400 097.
Phone: 888 3029

Office:
12/A, MATRUKRIPA,
Junction of Pt. Solicitor Road,
& Gausala Lane, Malad (East),
Mumbai - 400 097.
Phone: 883 6145 / 888 1038

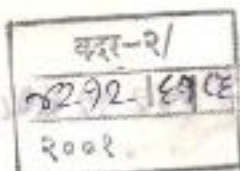
TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN



At the instance of my clients M/s. Sheth Developers Ltd., a Company incorporated under the provisions of the Companies Act 1956 having its Registered office at 11 Vora Palace, M.B. Road, Kandivali (West), Mumbai - 400 067, I have investigated the title of the property referred in the First, Second, Third, Fourth and Fifth schedule hereunder written. As my clients is interested in the FSI right to the extent of 1,50,000 sq.ft. out of the lands mentioned in the First, Second, Third, and and Fourth schedule hereunder written.

- 1) Prior to 1st November 1975 M/s. Byranjee Jeejeebhoy Pvt. Ltd., was entitled to a large tract of land admeasuring in the aggregate 71266.20 sq.mtrs., situated at Village Polcar, in Brihan Mumbai and particularly described in the First Schedule hereunder written (the said land is hereinafter referred to as "the Byranjee Jeejeebhoy land").
- 2) By and under writing dated 1st November, 1975 made and entered into between M/s. Byranjee Jeejeebhoy Pvt. Ltd., on the One hand and M/s. Heritage Estate Pvt. Ltd., on the other hand, M/s. Byranjee Jeejeebhoy Pvt. Ltd., agreed to transfer, grant and convey all their rights, title, interest and benefits in their various lands,



hereditaments and premises interalia including the Byramjee land more particularly described in the First Schedule hereunder written in favour of M/s. Heritage Estate Pvt. Ltd., thereafter referred to as "the owner" and have put Heritage Estate Pvt. Ltd., in Juridical possession thereof with right and authority interalia to enjoy rents, income and profits thereof and to deal with the same as though M/s. Heritage Estate Pvt. Ltd., is the legal owner thereof.

3) M/s. Byramjee Jeejeebhoy Pvt. Ltd., had under an Agreement dated 22nd August 1964, agreed to sell the Byramjee land to Govindbhai Appaji Bhatte & Ors., being the partner of M/s. New Swastik land Development Corporation.

4) In view of the persistent non co-operation on the part of the said Govindbhai Appaji Bhatte & Ors., for completing the sale in respect of the said property in their favour pursuant to the said Agreement for Sale dated 22.8.1964 M/s. Byramjee Jeejeebhoy Pvt. Ltd., filed a suit being Suit No. 349 of 1970 in the High Court of Judicature at Mumbai against the said Govindbhai Appaji Bhatte & II Ors., (being the partners of M/s. New Swastik Development Corporation) for specific performance of the said Agreement.

5) In the said Suit a Consent Decree dated 14.7.1976 was passed by the Hon'ble Mr. Justice Mridul who directed the Defendant Nos. 3, 7, 8, 9, 10, 11 and 12 to handover physical vacant possession of the Byramjee land to M/s. Byramjee Jeejeebhoy Pvt. Ltd.



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Continuation Sheet

6) The said decree was executed through the bailiff of Sheriff of Bombay on 25th May, 1978 when M/s. Byramjee Jeejeebhoy Pvt. Ltd., was given vacant possession of the Byramjee land except 10 Gunthas of land.

7) One Kanubhai Kantilal Patel took out a Chamber Summons dated 3rd June 1978, being Chamber Summons No. 245 of 1978 in the said Suit No. 349 of 1970 inter alia for an Order against M/s. Byramjee Jeejeebhoy Pvt. Ltd., (being the Plaintiffs in the said suit) that M/s. Heritage Estate Pvt. Ltd., (i.e. the Owner) be ordered to restore and deliver possession of the plot of land admeasuring about 37,986.50 sq.yds., bearing Survey No.19, Hissa No.2, Survey No.22, Hissa No.1(part) and Survey No.22, Hissa No. 1A(part) and bearing CTS Nos. 639 and 701 from out of the Byramjee land (hereinafter referred to as "the disputed area").

8) The said Chamber Summons was decided by the Hon'ble Mr. Justice M.S. Chaudhary by a judgement dated 25th August 1989/8th September, 1989 and His Lordship was pleased to make the said Chamber Summons absolute in terms of prayer (a) excluding the three portions which were fenced by the Plaintiffs (M/s. Byramjee Jeejeebhoy Pvt. Ltd.) at the time of the execution of the said Consent Decree and the Sheriff was directed to put the said K.K. Patel in possession of the said area claimed by him in terms of prayer (a) of the Chamber Summons.

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- 9) Against the said order of the Hon'ble Mr. Justice M.B. Chaudhary, M/s. Byramjee Jeejeebhoy Pvt. Ltd., filed an Appeal bearing No. 1420 of 1989. The said Appeal is allowed by the Division Bench of the Mumbai, High Court on 1989.
- 10) The Special Leave petition being SLP (Civil) No. 5630 of 1993 filed by the said K.K. Patel was summarily rejected by the Supreme Court of India.
- 11) By and under an Agreement dated 25th February 1993, M/s. Heritage Estate Pvt. Ltd., and Byramjee irrevocably appointed the M/s. Trishul Estate Developers as Developers for development of the Byramjee land.
- 12) Major portion of the Byramjee land (admeasuring about 24137.8 sq.mtrs.) falls under reservation for Municipal Godown (as shown on the said plan) while another portion admeasuring about 5,275 sq.mtrs., falls under D.P. Reservation of 90" wide road and rest of the area admeasuring about 9,602 sq.mtrs., is under reservation for Secondary School, and Primary School and some portion is in R Zone.
- 13) Accordingly, the Competent Authority constituted under the Urban Land (Ceiling and Regulations) Act, 1976 (ULC ACT) for development under section 23 of the ULC Act granted permission for development of the Byramjee land mentioned in the First schedule hereinunder written vide order bearing No. C/ULC/D.V.WS/287/96 dated 3.10.1996.



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2002

Continuation Sheet

14) M/s. Trishul Estate Developers are therefore in a position to develop the portion of the Byramjee land falling under the said reservation of Municipal Godown along with permissible advantage of Floor Space Index (FSI) for the area falling under D.P. Road. The portion of the Byramjee land falling in the reservation for the Municipal Godown admeasuring 19,718.35 sq.mtrs., and D.P. Road admeasuring 4910.71 sq.mtrs., is available for development, by an order passed by the Municipal authorities by way of amalgamation bearing No. CE/1774/LOR dated 31st October, 1998. The portion of the Byramjee land admeasuring 19,718.35 sq.mtrs., is particularly described in the Second Schedule hereunder written.

15) At all material times Mr. Leslie Fonseca and Mrs. Catherine S. Fonseca were the Owners of an immovable property being land bearing Survey No.22, Hissa No.2 (corresponding to old CTS No. 630, 631 and 633 and new CTS No. 630 of Village Poisar) and situated at Village Poisar, Taluka Borivali admeasuring 3084.00 sq.mtrs., or thereabouts (equivalent to 3688 sq.yds.) (hereinafter referred to as "the Leslie Fonseca Land). The Leslie Fonseca land is particularly described in the Third schedule hereunder written.

16) The Byramjee land and the Leslie FONSECA land are adjoining each other and has to be developed jointly for commercial exploitation.

कर-२/ १२९२-१५/६९
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Continuation Sheet

- 17) By and under an Agreement dated 6th October, 1987 Mr. Leslie K. Fonseca and Mrs. Catherine S. Fonseca (hereinafter referred to as "the FONSECAS") agreed to grant development rights in respect of the Leslie Fonseca's land to M/s. Dattani Constructions (hereinafter referred to as "Dattani") on as is where is basis.
- 18) Pursuant to the said Agreement dated 6th October, 1987 the Fonseca put Dattani in possession of the Leslie FONSECAS land and the FONSECAS also executed a Power of Attorney dated 10th September, 1992, in favour of Satish J. Dattani and Bharat K. Dattani (being the Partners of Dattani) for enabling them to carry out construction work thereon.
- 19) Dattani has paid the total consideration money payable to the FONSECAS in respect of the Leslie Fonseca land.
- 20) By and under an Agreement dated 26th February, 1994, Dattani in their turn granted development rights in respect of the Leslie Fonseca land to the M/s. Trishul Estate Developers and accordingly the M/s. Trishul Estate Developers are entitled to carry out development work in respect thereof and/or grant in their turn development rights in respect thereof to my clients.
- 21) It will be possible to construct an aggregate area of 2663.35 sq.mtrs., (31036 sq.ft.) on the Leslie Fonseca land FSI plus staircase, common areas and balcony @ 20%.





22) There are structures on the Leslie Fonseca land which are in occupation of tenants/occupants.

23) Accordingly, the Competent Authority constituted under the Urban Land (Ceilings & Regulations) Act, 1976, (ULC Act) under the Order bearing No. C/ULC/D.V./WS/204/96 dated 14.10.96 has granted re-development permission under section 22 of the ULC Act, for development of the lands mentioned in the third schedule hereinunder written.



By and under an Agreement dated 8th June 1993 between one William Fonseca (hereinafter referred to as "William Fonseca") agreed to sell to M/s.Thakur Estate land bearing Survey No. 17, Hissa No.5, (CTS No. 622) (Old CTS No. 114) of Village Poisar, Taluka Borivali, admeasuring 2024 sq.mtrs., out of which only a portion of 1288 sq.mtrs., covered by the scope of this agreement which is particularly described in the Fourth Schedule hereunder written (hereinafter referred to as "the William FONSECAS land").

25) By and under an Agreement dated 5th July 1994 M/s. Thakur Estate inter alia agreed to sell William Fonseca's land to M/s. Trishul Estate Developers and the M/s. Trishul Estate Developers have paid full consideration money to M/s. Thakur Estate under the said Agreement dated 5th July, 1994.



26) There are structures on the William Fonseca's land which are under occupation of Tenants/Occupants.

..B/-

का-२/
१२१२ ६६६
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Continuation Sheet

- 27) Accordingly, the Competent Authority constituted under the Urban Land (Ceilings & Regulations) Act, 1976, (ULC Act) under the Order bearing No. C/ULC/D.V./MS/288/96 dated 14.10.96 u/s 22 of the ULC ACT, granted permission for re-development of the lands more clearly mentioned in the Fourth schedule hereinunder written.
- 28) It will be possible to construct an aggregate area of 1288.28 sq.mtrs. (i.e. 13867 sq.ft.) on William Fonseca's land.
- 29) All the lands mentioned in the schedules Nos. 2, 3 and 4 are amalgamated under order bearing No. C/ULC/D.V.MS/168/97 dated 2nd May, 1997.
- 30) As mutually agreed between the M/s. Trishul Estate Developers and my clients the M/s. Trishul Estate Developers have agreed to grant development rights (sub-development rights) in respect of all buildings shown very clearly on the layout plan to be constructed on the various portions of (i) the Bynamjee land falling under the reservation of Municipal Godown (ii) the Lesli Fonseca land and (iii) the William Fonseca land aggregating to 29,000.71 sq.mtrs., more particularly described in the First Schedule, Second Schedule,, the Third Schedule and the Fourth Schedule hereunder written with a right to my Clients to construct buildings by utilizing F.S.I. to the extent of 1.50 000 sq.ft., inclusive of areas included in

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Construction Sheet	

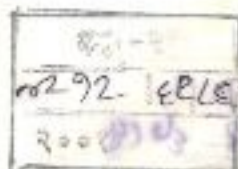
balcony staircase, passage, liftwell from the land described in the Second Schedule, Third Schedule and Fourth Schedule and more particularly described in the Fifth Schedule hereunder written.

31) Thus F.S.I. to the extent of 1,50,000 sq.ft., will be available for construction on the aforesaid land.

32) M/s. Trishul Estate Developers have prepared a layout in respect of the lands mentioned in the second, third and fourth schedule hereunder written, after amalgamation of the said lands, and the M/s. Trishul Estate Developers have got the said layout duly sanctioned from the Mumbai Municipal Corporation vide No. CHE/1774/LOR dated 31st October, 1998.

33) The F.S.I. mentioned in the Fifth Schedule hereunder written forms part of the said layout and is from the other lands described in the First, Second, Third and Fourth Schedule.

34) M/s. Trishul Estate Developers have agreed to grant development rights to my clients for constructing a buildings on the land by utilising FBI to the extent of 1,50,000 sq.ft. from the portion of Byramjee land, Leslie Fonseca land and Willix Fonseca land more particularly described in the Fifth Schedule hereunder written.



THE FIRST SCHEDULE ABOVE REFERRED TO 1
(BYRAMJEE LAND)

ALL THAT piece or parcel of land or ground with structures situate lying and being at Village Poisar, in Brihanmumbai in the Registration District and Sub-District of Mumbai City and Suburban.

<u>CTS No.</u>	<u>Area in Sq. mtrs.</u>
598	193.00
601	590.70
602	371.70
607	134.00
608	408.50
609	4360.70
611	870.70
617	3433.50
619	230.50
626	27.60
627	3662.40
628	8865.30
629	941.90
632	152.70
634	9709.30
638	3859.90
639	16615.00
640	1648.90
642	470.00
645	2157.60
651	294.70
658	490.50
698	593.30
699	1522.70
700	30.20
701	9373.10
702	291.70
702/1	8.70
702/2	500.80
702/3	9.00
702/4	8.20
702/5	8.20
702/6	12.20
	<u>71266.20</u>



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Part-2/Continuation Sheet

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THE SECOND SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land or ground, corresponding to old CTS No. 617, 619, 626, 627, 628, 629, 632, 634 & 651 and New CTS No. 617-A, 617-B, & 626 containing by admeasurement 19,718 sq.mtrs., or thereabouts forming part of the Byramjee land described in the First Schedule hereunder written and which said area of 19,718 sq.mtrs., forms part of land reserved for Municipal Godown and an area of 4,910.71 sq.mtrs., for D.P. Road.



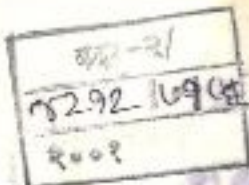
THE THIRD SCHEDULE ABOVE REFERRED TO :

(LESLI FONSECA LAND)

ALL THAT piece or parcel of land or ground together with a well constructed thereon bearing Survey No. 22, Hissa No. 2, Corresponding to old CTS No. 630, 631, and 633 and New CTS No. 630 of Village Poisar, Taluka Borivli, District B.S.D. and admeasuring 3688 sq.yds. equivalent to 3084 sq.mtrs., and bounded as follows :

- On or towards the North : By land bearing CTS No. 634
- On or Towards the South : By land bearing CTS No. 636 635 and 654
- On or towards the West : Partly by land bearing CTS No. 632 and partly by land bearing CTS No. 636.
- On or towards the East : Partly by land bearing CTS No. 628 and partly by land bearing CTS No. 629.





THE FOURTH SCHEDULE ABOVE REFERRED TO :
(WILLIAM FONSECA LAND)

All that pieces and parcel of property bearing Survey No. 17, Hissa No.5 (part) CTS No. 622 of Village Poisar, Taluka Borivali, D.S.D. Mumbai, admeasuring 1288 sq.mtrs., equivalent to 1540 sq.yds. bounded as follows i.e.

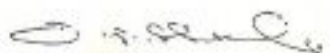
- On or towards North : By property bearing CTS No. 449
- On or towards South : By property bearing S.No. 17, Hissa No.7 CTS No. 623.
- On or towards East : By property boundary of Village Magathane
- On or towards West. : by property bearing S.No. 17, Hissa No.4, CTS No. 620

THE FIFTH SCHEDULE ABOVE REFERRED TO :

F.S.I. Rights to the extent of 1,50,000 sq.ft. inclusive of Balcony, staircase, lift area and common passage derived from the lands mentioned in the Second Schedule, Third Schedule and Fourth Schedule hereinabove written.

In the light of the above facts and observations, Agreements & approvals & sanctioned by all Competent Authorities, I am of the opinion and thus I hereby certify that title of my clients in respect of property mentioned in fifth schedule written hereinabove is clear, marketable and free from all encumbrances.

Dated this 22nd day of May, 1999


D.P. SHUKLA
ADVOCATE HIGHCOURT



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292/1998
2008

गा. न. नं. ७, ७-अ व १२

स नं. २२ डिस्टा नं. २

कबजेदार
३२० २६९
लोकगी प्रकृत वास्त फोन्डोका
अंतरीत तिराती फोन्डोका
५५६


गाव पोर्तेदार
तासुका कोरीवती

हेतु तावणी लागव	८	६
पोट खराबा	—	३०
एकूत	—	३०
आपण	०	६
मुडी अपण	—	—
जदा आपण	—	—
पानी	—	—

इतर इकक

मुका ५१ ७००



वर्ग	तामबा करवाचये नव	वेग	ठेग	निवे अपि लागव	वेग	ठेग
६३०	२३५	६३०	१	जगात	६३०	—
<p>तमबा करीब - २३/११०० - </p> <p>लगाठी सण कारीवती तासुका-बं. दिवती *</p>						

अखिल भरतुकुप खरी नक्कल असे तपार सा.



खत-२/
 १२१२ १३.६१
 २००१

गा. न. नं. ७, ७-अ व १२

स नं. ७७ क्रिस्ता नं. ५

घेय लायनी लायक	५	३८
घेय सहाय	३	३
रकम	२०	
आकार	३	
दुही अयबा		
बादा आकार		
पाणी		

कवजेदार
 ७८५ ७८८
 निव्वारा आलोकांय फोबोका
 ५०६

गाय
 सातुका
 इतर इका

सर्व	सागवट कारणाचे नाव	वेग	रीत	विदे अदि सागवट	वेग	रीत
६.११.०३	आन्नादि विरिडासांगवट	७१६	३	साग, उतेपण, सफासाग	७१६	सातुका कुवला, सागवट सागदि २८५०/१२ वि. उतका १२२ अलोकांय कासि ११ २२ ११०१६२ १११११० ११ ११११११
<p>सागवट सागवट २०१६</p> <p>अपारी सहाय फोबोका सागवट-२, विवो ०</p>						

अस्तित् वागवुकुम खरी नक्कल असे तयार वा.



पत्र-२/
२१२/१०४/९९
२००१

गा. न. नं. ७, ७-अ व १२

स. नं. ३८ दि.सं. ३

दैन सावणी सापक	२	१	२३१
पोट करावा	—	२	—
एकूण	—	—	२३१
कार	३	०	६
अथवा	—	—	—
प्राप्त	—	—	—

कवनेदार
७६५
मराठी भाषाभाषी शिक्षाकार
आणि लं. ला २४३
२६९
२६६
१५४४

नव पत्रिका
ता.कु. मराठी भाषा
दर दरक
३२१ ५०६
६५१ ६५२



सापक अन्वयार्थे नव	दैन	दि	मिने अर्थ सापक	दैन	मि
२३१	२३१	१	मोला	२३१	मोला, का. २३१/१५५ दि. १०/११/०१ आ. पु. १०/११/०१ मि. १०/११/०१ का. २३१/१५५ २३१/१५५ १०/११/०१
संख्या सवी २३१६६					
 सावणी सहायक शिक्षक महाराष्ट्र-मुंबई					

असल बाबतुम खरी यकल असे तयार सा.



Amenities

LIVING/DINING

Granite Flooring, Extensive Electrical Layout, T.V. Antenna, Cable Point, Telephone Point, Decorative main door.

BEDROOMS

Ceramic tile flooring, A.C. point, Extensive electrical layout

KITCHEN

Ceramic flooring, Granite kitchen platform, Stainless steel sink, 4' colour glazed tile dado, Refrigerator point.

TOILET/BATH

White/Coloured glazed tiles & dado upto 7' height
Ceramic Tile Flooring, Instant geyser in bathroom and premium grade fittings

W. C.

White/Coloured glazed tiles & dado upto 4' height

WINDOWS

Heavy section aluminium sliding windows with marble sills & fixed grills.

PLUMBING

Concealed plumbing with high quality C. P. fitting

ELECTRIFICATION

Concealed copper wire with extensive layout in all rooms

PAINTING

Distemper on internal walls.

DISH ANTENNA

Multi channel dish antenna & cable connection in all the flats

ENTRANCE

Decorative entrance hall with false & decorative lampshades.

GARDEN

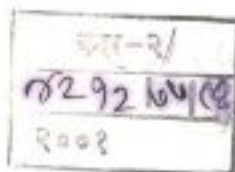
Landscape garden with childrens play area

CLUB HOUSE

Gymnasium

LIFTS

Reputed brands of lift



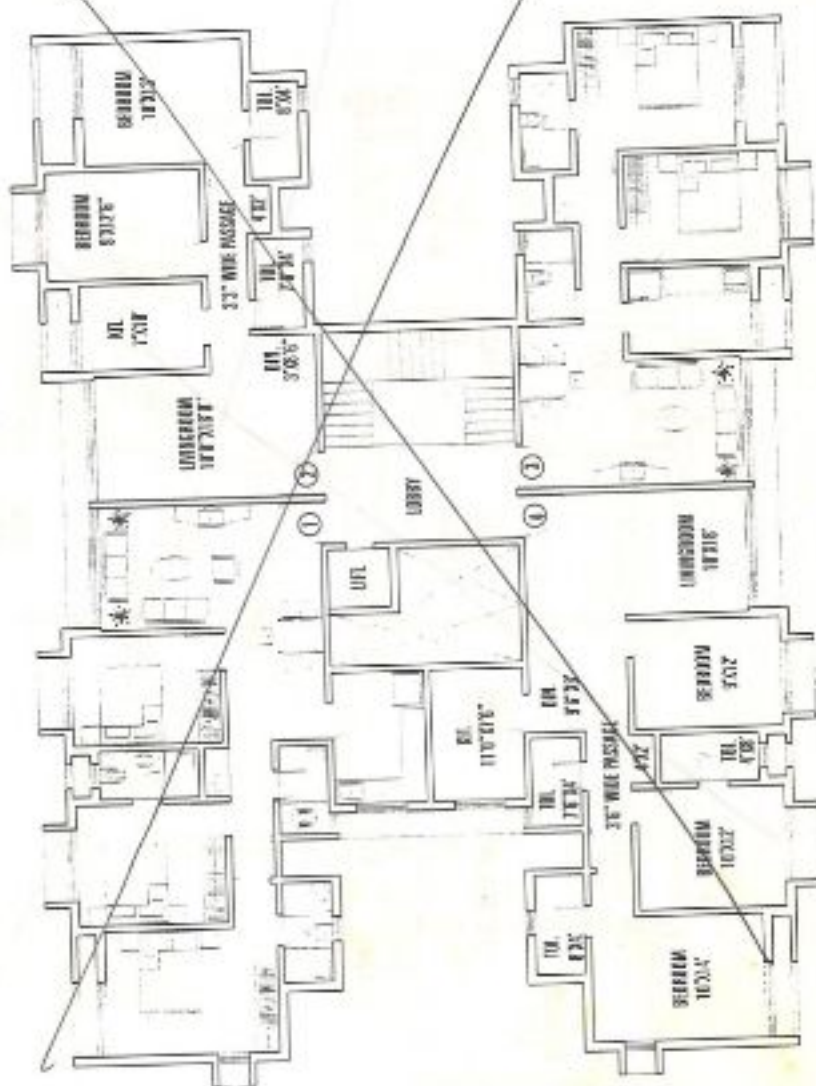
Ritesh Rayguru
+ Ecell



WING - A
TYPICAL FLOOR PLAN

FLAT No. _____
SHOP _____
FLOOR _____
WING _____

82-92/6/10
2002

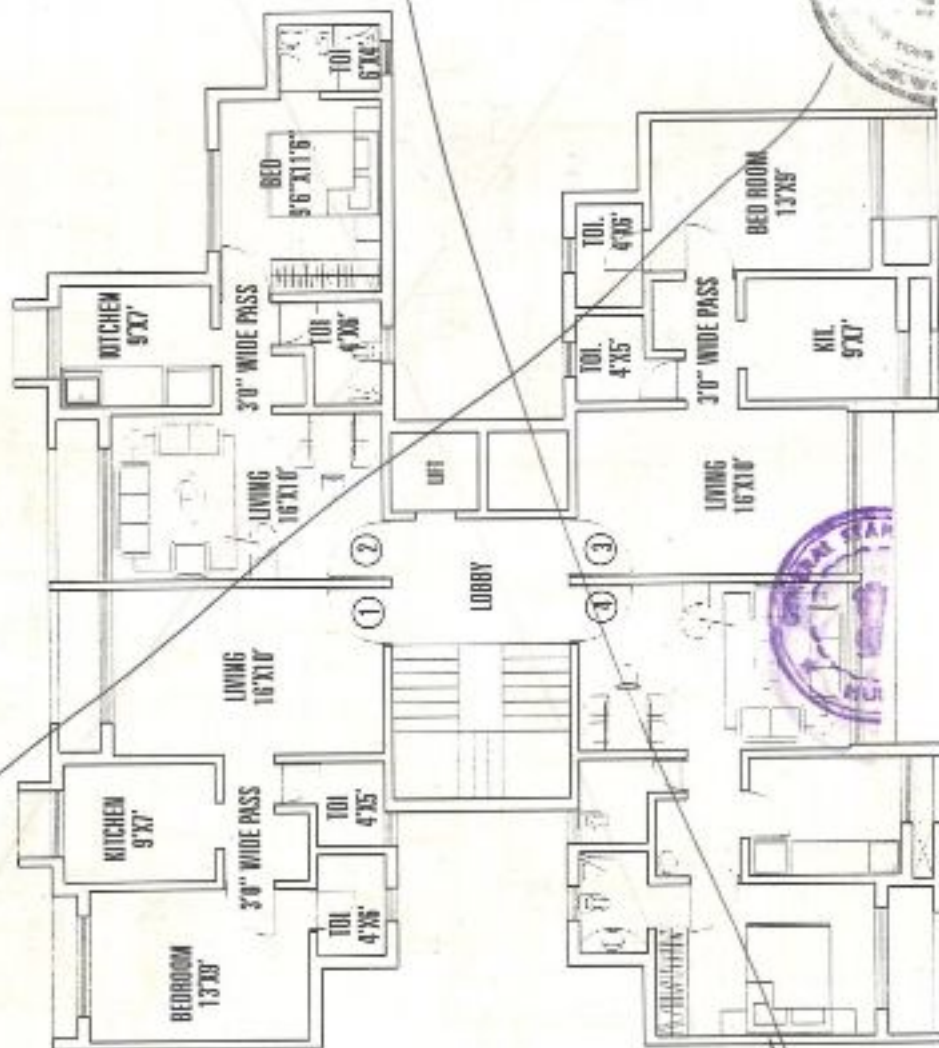


खंदा-२/
४२९२ ७०/७४
२००२



WING - B TYPICAL FLOOR PLAN

FLAT No. _____
SHOP FLOOR _____
WING _____



Vasant Smruti
KANDIVALUR

829219/18
2002

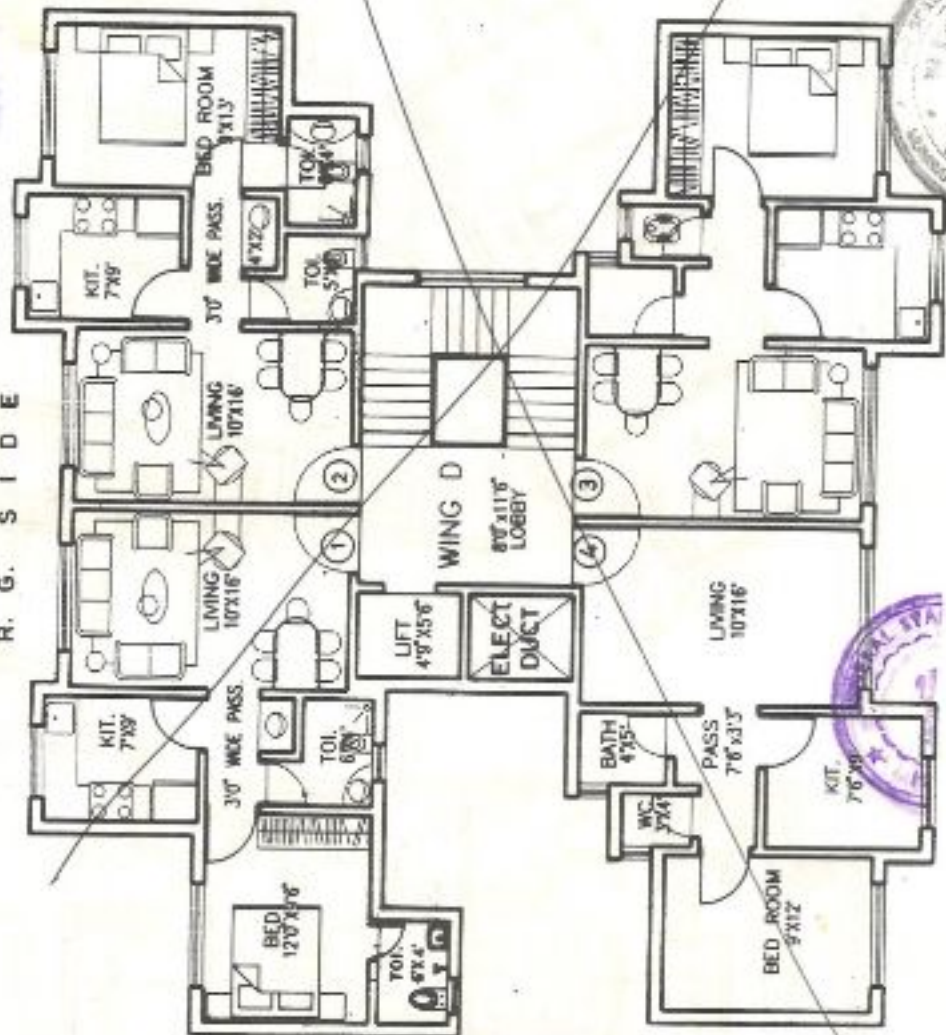


KEY PLAN

WING - D
TYPICAL FLOOR PLAN

FLAT No.:	_____
SHOP No.:	_____
FLOOR No.:	_____
WING No.:	_____

R. G. S I D E



LAKSHMI VILAS BUILDING

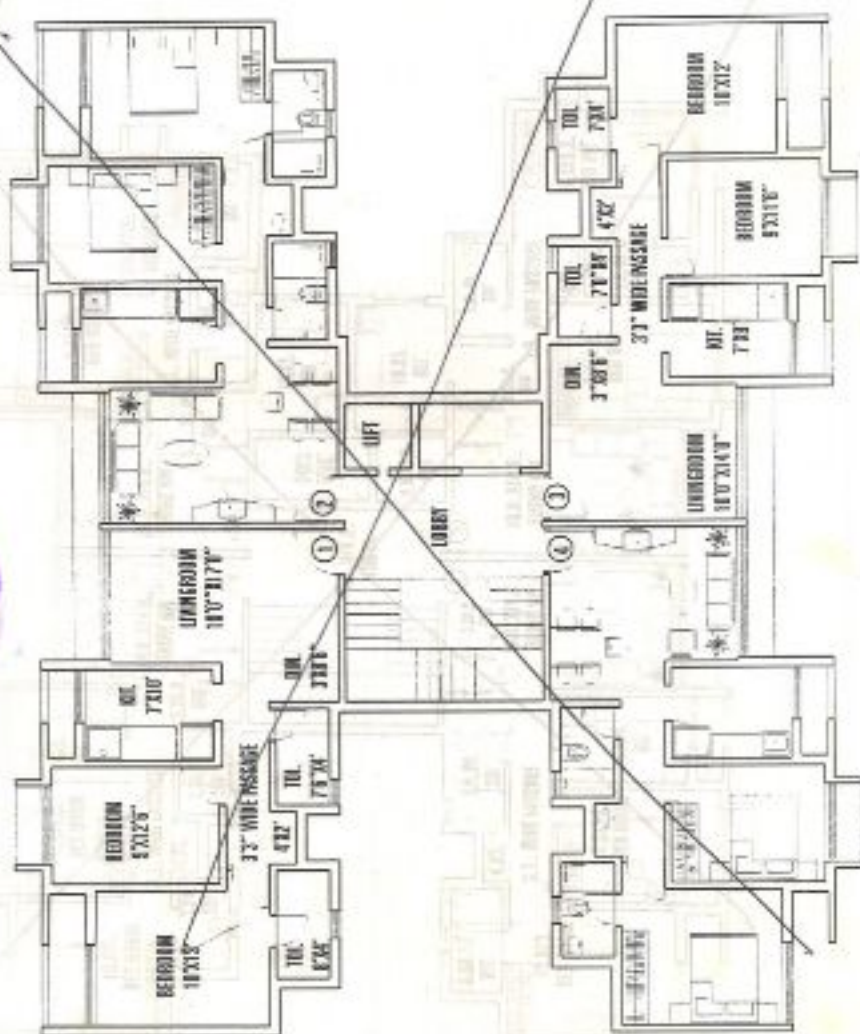


**WING - E
TYPICAL FLOOR PLAN**

FLAT No.:	_____
FLOOR	_____
WING	_____



522-2/
2292 108/18
2002



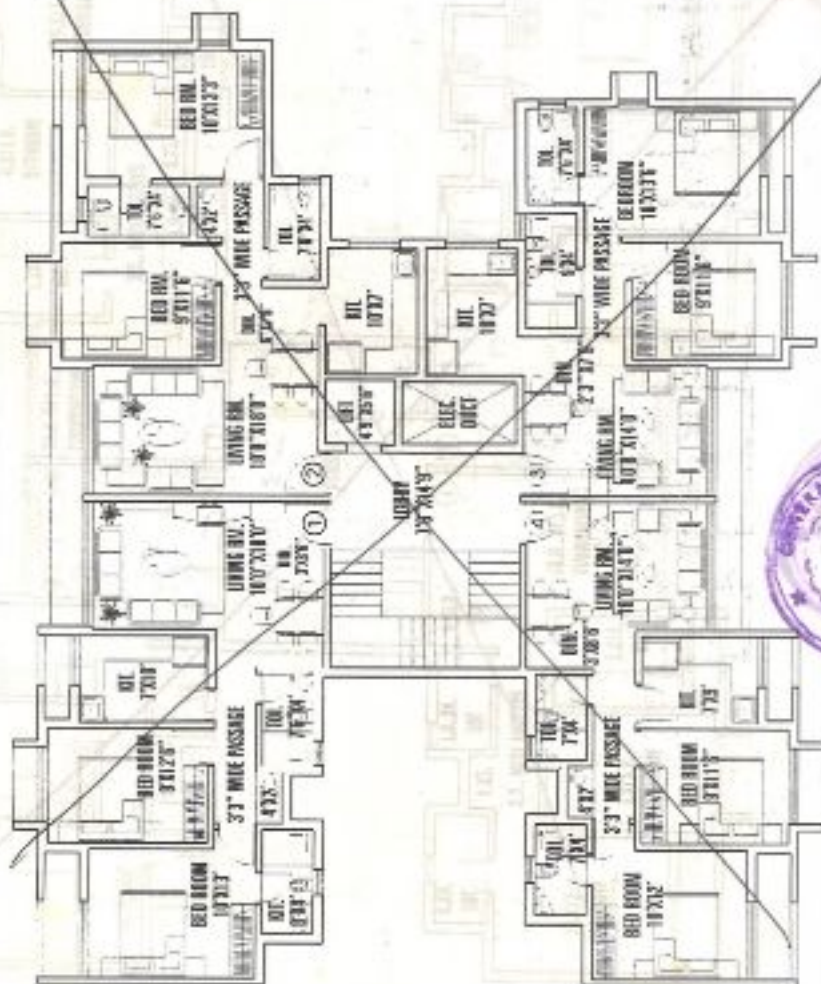
खण्ड-2/
8292/18/18
Roor

LANCH HOUSE
MIMC - E



WING - F
TYPICAL FLOOR PLAN

FLAT No. _____
SHOP FLOOR _____
FLOOR _____
WING _____



5/5 0/18
Roor



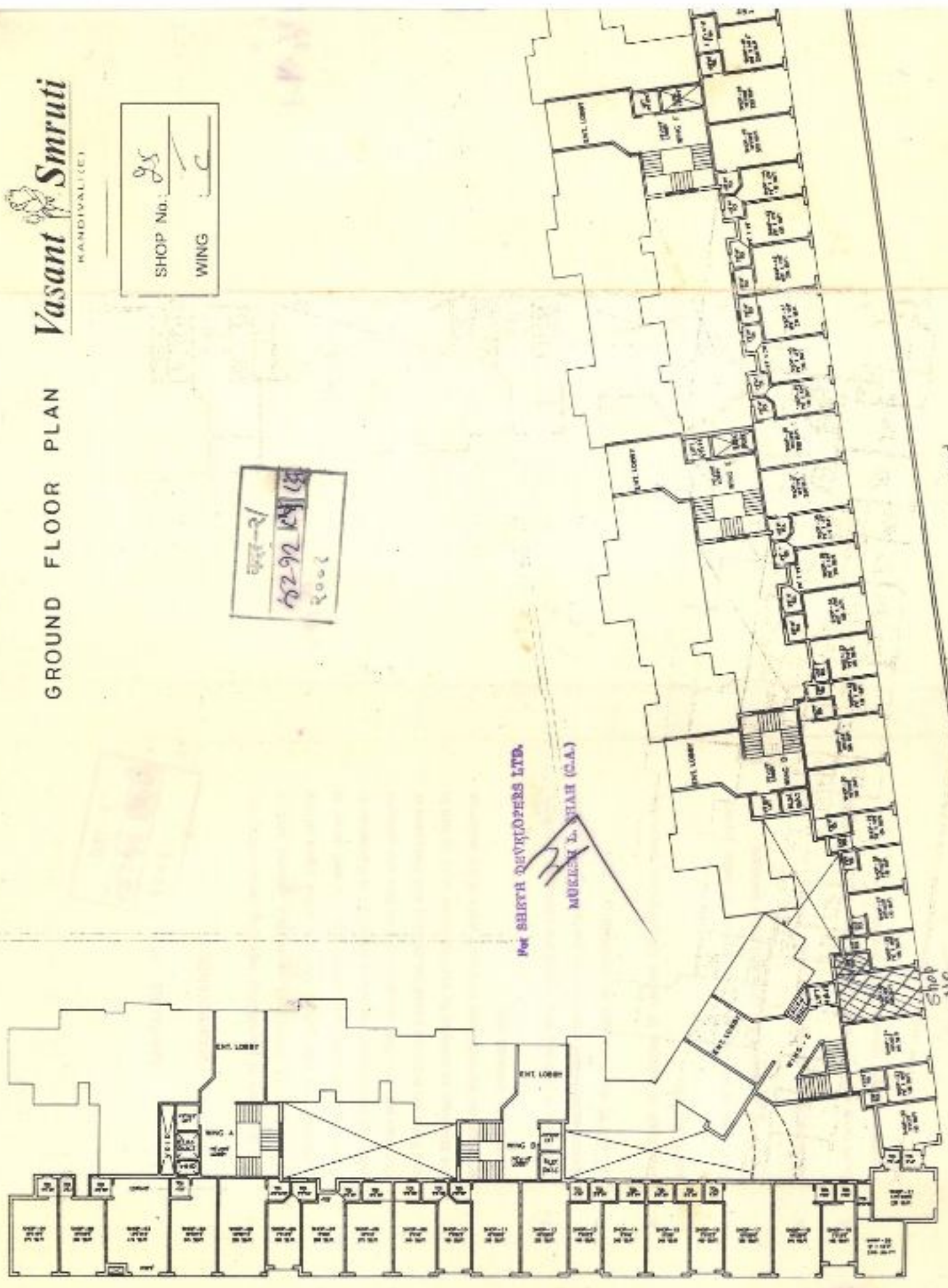
Vasant Smruti
KANDIVALI (C)

GROUND FLOOR PLAN

SHOP No. 95
WING C

607-2/
6292 24/18
Room

MR. SURESH DEVELOPERS LTD.
MURDEN L. SHAH (C.A.)



60'0" wide road

Shop
N.C.
95

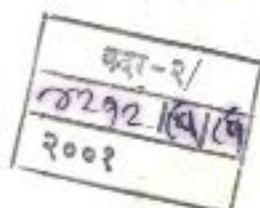
X. *Handwritten signature*



90'0" wide D.P. Road

ANNEXURE "B"

MAINTENANCE



1. The expenses of maintaining, repairing, redecorating etc. of the building compound, recreation ground and in particulars the roof gutters and rain water pipes of the buildings, water pipes and electric wires, in and under or upon the buildings or enjoyed or used by the Purchaser in common with the other occupiers of their flats and garages and the main entrance passages, landing and staircases of the buildings as enjoyed by the Purchaser used by him in common as aforesaid and boundary walls of the buildings compounds, terraces etc.]
2. The costs of cleaning and lighting the passages, landings, staircases and other other parts of the buildings so enjoyed or used by the Purchaser as aforesaid.
3. The costs of salaries of clerks, bill collectors, sweepers, watchmen etc.
4. The costs of working and maintenance of water pumps, lifts, water connections, Lights and other services.
5. Municipal Taxes (Except Assessment Taxes)
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the buildings.



Rayson

श्री अ. अधिका. के

पावटी क.

रु. 69,800/-

नं. 39 न.

Regn. 39 III.

वस्तुएवम्/वस्तुओं का अनुक्रमणिका

2009

दिनांक 29-6-2009

वस्तुएवम् का प्रकार-

इस वस्तुओं का नामांतर

सादर अज्ञापना के माध्यम से-

रु. 6,32,000/-

आवृत्तियों की विवरण:-

- बैठकी की
- नकल की (फोटोकॉपी)
- दस्तावेजों की नकल की
- उपलब्ध
- नकल किया हुआ (कलम 14 से 15)
- होम किया निरीक्षण
- दस्तावेज 24 अथवा
- कलम 14 अथवा
- उपलब्ध नकल (कलम 15) (फोटोकॉपी)
- द्वार की (नागरीय पानावरील) का क.

श्री अ. अधिका. के

क्र.	व.
	8880
	730
	20
	10890

वस्तुएवम्

नकल

यदि तब ही होईल व

नियमित रूप से नकली भाईल.

को अज्ञापना के माध्यम से होईल.

सह. मुख्य अधिकारी, विभागीय

वस्तुएवम् जारी नाम दिनेल्या व्यक्तीया

नाम नोंदीकृत रूप से जारी नगर जिल्हा

हवाली कराया.

हस्ताक्षर

1212103 इतर पीपी नमुनेची

१. सोदा सोपणी पी नमुनेचे वतर किंवा नहरा नमुने.
२. खजाल पी.
३. पार्लर करवणी पी.
नमुनेचे वतर नमुने.
नमुनेचे पी नमुने.
४. मुखाभागाचे नमुने.
५. दुग्ध पी.
६. पुरविलेला पी.
७. मोहोरख पाकिटे वतर.
८. मोहोरख पाकिटे वतर.
९. मोहोरख पाकिटे वतर.
१०. अन्न.
११. परिचारिका किंवा स्त्री परिचारणी सेवा.
१२. नुन नमुनेची पीपी नमुने.
१३. गद संग्रहाच्या नमुनेच्या कितीचे उद्योग.
१४. विशेष द. त्या नमुनेच्या पाकिटेच्या टपाल खर्च.
१५. प्रवाल खर्च.
१६. भला.

इतर पीपी वतर सेवा.

मुख्य निदेशक

(वि. नि. नमुना क्र) (Fin R. Form No. 1)

सर्वांक ११३ म.६
Gen 113 m.6.

CASE NO. :

COUNTER CODE

DATE:

09/08/2000

RECEIPT NO.:

41

मूळ प्रत

ORIGINAL COPY

(आवसावशील)

(NOT TRANSFERABLE)

DELIVERED

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place

MUMBAI

दिनांक/Date

09/08/2000

Received from
साध्याकडून/

MRS RITA K NAYVAR

62000.00

Sixty Two Thousand

On -

₹/Rs.

रुपये/Rupees

182-(11)

account of

राज्यशासनाचे खाते

DELIVERED

mode of Payment :

PO NO: 392507

400022002

ORIENTAL BANK OF COMMERCE (OBC)

KANDIVLI (E)

ADJUSTED DN : 09/08/2000

संस्थापक व लेखापाल
Cashier of Accountant

प्रा. नायवार, (म.प्र.)
(नी./Signature)
(पदनाम/Designation)

Share Certificate No. 225 Member's Register No. 225 No. of Shares 05

SHARE CERTIFICATE

Vasant Smruti Co-op. Housing Society Ltd.

[Reg. No. : MLN / WR / HSG / (TC) / 12699 / 2004-05]
40, Toot Road, Opp. St. Lawrence High School,
Thakur Complex, Kandivli (West), Mumbai - 400 101.

Registration No. 225 Date 20-05-2006

This is to certify that Sri / Smt. / Shri / Smt. Mrs. Rita K. Nayyar

is the Registered Owner of Flat/Shop 25 and holder of 5 (five) fully paid - up shares of Rs/pts Fifty each numbered from 01121 to 01125 both inclusive, in the above named **Vasant Smruti Co-op. Housing Society Ltd.** Subject to the By-Laws thereof.

Given under the Common Seal of the said society, this 11th day of 20th March 2006

[Signature]
M. C. Member

[Signature]
Secretary

[Signature]
Chairman



NOTE : No transfer of any of the shares comprised in this certificate will be registered unless accompanied by this certificate.

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

Date of Transfer	Transfer No.	Reg. No. Transfer	To Whom Transferred	Reg. No. of Transferee
			Authorized M.C. Member Chairman	Secretary
			Authorized M.C. Member Chairman	Secretary
			Authorized M.C. Member Chairman	Secretary
			Authorized M.C. Member Chairman	Secretary



SHEETH DEVELOPERS LIMITED



Regd. Off: 11, Vora Palace, Near to Durg Bank, W. G. Road, Kharavela (West), Mumbai-47
 Tel.: 807 7612, 808 7807, 808 8888, 861 2177 & Fax: 808 8882
 Mainland Off: 2, Kowdar Street, Above Medical Club Centre, W. G. Rd., Malabar Hill, Mumbai-41, Tel: 8660411/25

Date 15.05.2000

Receipt No.

Received with Thanks from: MRS. RITA KRISHNANNDHAN NARAYAN

Field/Shop No. 1025 In Building VASANT SHRUTI SHOPPING - PROJECT VASANT SHRUTI

LISTALMENT

AMOUNT

Rs. 250000.00

250000.00

For Sheeth Developers Ltd.

Rs= Two Lakh Fifty Thousand Only

Signature & VASANT SHRUTI SHOP NO-1025,
 Shop No. 1 030625 Dated 11.05.2000
 Dr. S. DRINITHA, BANK OF COMMERCIAL MUMBAI-400101

(Signed)
 (Stamp)
 (City)
 (Country)



~~P 1/10~~
RICA

6960 / R.P.
 22-12-2009

Ink
 2h 10
 01

DATED 27
 DAY OF Aug
 199 2009



SHETH DEVELOPERS LTD.

11, Viro Palace, Next to Dena Bank, M.G. Road
 Kandivali (W), Mumbai - 400 067.

AGREEMENT FOR SALE

To,
 Smt. Smt. / Ms. Smt. R. S. K.

FLAT / SHOP / CAR PARKING SPACE
 NO. ON FLOOR WING
 IN

Vasant Smruti

Vasant Smruti (next to Vasant Sarai), Opp. Khatu Milk, Thakur Complex,
 Off Western Express Highway Kandivali (East), Mumbai 400 101

3005 X 210
 932000
 932000
 - 62000
 870000

6
 2200
 4150
 20
 97700

6960
 450
 7410