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**UNIQUE TOWER**

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**AGREEMENT FOR SALE**



THIS AGREEMENT made and entered into at Mumbai this 1st day of September, 1990 BETWEEN M/S. UNIQUE DEVELOPERS (REGISTERED), a partnership firm registered under the provisions of Indian Partnership Act, 1932 and having its principal place of business at 77, Udyog Bhavan, Sonawala Lane, Goregaon (East), Mumbai - 400 063, hereinafter called the "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being and from time to time of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of last such survivor) of the ONE PART AND MRS. SUSHMA K. CHARG of Mumbai Indian Inhabitant hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/ their respective heirs, executors and administrators) of the OTHER PART:

**WHEREAS :**

- a) . (1) Pradeep Vasant Bargode, (2) Smt. Pramila Vasant Bargode, (3) Sanjay Vasant Bargode, (4) Smt. Nalini Wamanrao Joshi and

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

PA 116550/- Rs One Lakh Sixteen Thousand Five Hundred Fifty only

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(5) Nitin Wamanrao Joshi as the Co-owners i.e. Pradeep Vasant Bargode, Smt. Pramila Vasant Bargode and Sanjay Bargode each having 1/6th i.e. 16.666% undivided share right, title and interest and the said Nitin and Nalini Wamanrao Joshi each respectively having 30% and 20% undivided share, right, title and interest in and are well and sufficiently entitled to all that piece or parcel of land or ground being Plot No. 2 forming part/ portion of land bearing Survey No. 52, Hissa No. 1 (part) and Survey No. 53 (part) correspondingly bearing C.T.S. No. 909 admeasuring about 5040 sq. yards i.e. 4214.08 sq. metres or thereabouts (together with the structures standing thereon) situate, lying and being on Eastern side of Ghodbunder Road situate at Village Pahadi in Goregaon, and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the said land) together with structures standing thereon (the said land structures standing thereon are collectively referred to as the said property);

- b) By 5 separate agreements and lodged for registration with Sub-registrar of Assurances at Mumbai the aforesaid Owners have agreed to sell the said property to the Promoters at or for the price and on other terms and conditions set out therein particulars of such agreements are given herein below:-

Name of the Owners	Date of agreement	Lodging number
1. Pradeep Bargode	27-11-1995	BBJ/4297/95 on 27-11-1995
2. Pramila Bargode	28-12-1995	BBJ/4732/95 on 29-12-1995
3. Sanjay Bargode	09-11-1995	BBJ/4036/95 on 09-11-1995
4. Nalini Joshi	27-11-1995	BBJ/4295/95 on 27-11-1995
5. Nitin Joshi	24-10-1995	BBJ/3892/95 on 26-10-1995

- c) There was one tenant on the said property;
- d) The said property is shown in the development plan as falling under the category Industrial I-2 Zone:

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- e) The Promoters have decided to construct Commercial Building and accordingly plans for construction of Basement, ground and 10 upper storeys on the said land utilising FSI of the said land i.e. 3581.29 sq.metres are sanctioned by the Municipal Corporation of Greater Mumbai (Corporation) vide IOD bearing No. CHE/7157/BP (WS)/AP dated 10/06/1996. The Corporation has also issued Commencement Certificate dated 6th July 1996. If any further or other FSI can be used and consumed Promoters will be entitled to use and consume the same.
- f) The proposed building will be known as 'UNIQUE TOWER' (hereinafter referred to as said Building) and will consist of 64 commercial units:
- g) Promoters have settled with one tenant, which was on the property.
- h) The said agreements with Co-owners are duly stamped and the Co-owners have put the Promoters in possession thereof and the Promoters are in possession thereof:
- i) The Promoters have entered into a prescribed Agreement by Council of Architects with the Architect, M/S. Architectural Consultants, registered with the Council of Architects and also appointed M/S. Y. S. Sane & Associates as Structural Designers for preparing structural designs and drawings and specifications of the building and the Purchaser accepts the professional supervision of the said Architect and the said Structural Engineer till the completion of the building unless otherwise changed by the Promoters;
- j) As a result of the aforesaid the Promoters are entitled to and enjoined upon to construct building on the said land and sell units, garages, car parking spaces in Basement as well as in open, terraces, walls, hoarding spaces, etc. (all of which hereinafter for the sake of brevity and convenience referred to as "unit" and reference to "Purchaser" in this Agreement means purchasers of such units in said Building);
- k) The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the

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documents of title relating to the said land, the plans, designs and specifications prepared by the Promoters' Architect M/s. Architectural Consultants, and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made thereunder;

- l) A Copy of the Certificate of title issued by the advocates and solicitors of the Promoters. Copies of extract of Village Forms, VI, VII and XII, P.R.Cards, and other relevant revenue records, showing the nature of the title of Co-owners of the said land on which the units are constructed or are to be constructed and copy of the floor plan of the unit agreed to be purchased by the Purchaser approved by the concerned local authority have been annexed hereto and marked Annexures I, II, and III respectively;
- m) While sanctioning the said plans for the said building the concerned local authorities and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said building shall be granted by the concerned local authority;
- n) According to the sanctioned lay out and plans the Promoters can construct one building on the said land and according the Promoters have commenced construction on the said land and sell the units therein on ownership basis;
- o) The Purchasers irrevocably confirms that the Promoters are entitled to use the F.S.I. available in respect of the said land available at present or in future of any nature whatsoever including TDR in-respect of the said land or acquired from any other property or otherwise howsoever in the manner they deem fit;
- p) The F.S.I. available for construction is likely to increase and the Promoters only will be entitled to use and consume the same and the Purchaser and/or the common organisation of unit

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Purchaser shall not be entitled to the same. For that purpose the Promoters will be entitled to amend the plans at any time and from time to time;

- q) The purchaser has applied to the Promoters for allotment to purchase Unit no. 604 admeasuring 368.50 Sq.ft. Carpet Area which according to Promoters comes to 555 sq.ft. of Saleable /Builtup area on the 6<sup>th</sup> floor of the proposed building (hereinafter referred to as the said building) with basement car parking space no. — open car parking space no. — to be constructed on the said land (hereinafter for the sake of brevity and convenience collectively referred to as the said Unit);
- r) The Promoters have informed the Purchaser that as far as the said building to be constructed on the said land, the Promoters at present propose to use and consume FSI not exceeding 3581.29 square metres i.e. 38552.58 sq.ft. excluding basement in constructing the said building. However if any further or other FSI can be used and consumed on the said building and/or by addition to and alteration to the said building vertically or horizontally the Promoters will be entitled to do so;
- s) The Purchaser and/or the society and/or any common organisation of the Purchaser shall not at any time be entitled to FSI exceeding the FSI used and consumed in the said building and any further FSI of any nature whatsoever whether available in respect of the said property at present or in future or obtained and/or made available howsoever shall belong to the Promoters and the Promoters alone shall be entitled to the same and use and consume the same at any time they deem fit and that the Purchaser and/or the Society and/or the common organisation of unit Purchaser shall not be entitled to put up any further or additional construction on the said land and/or the said building exceeding the FSI consumed therein at the time of conveyance for any reason whatsoever even in event of demolition of such building for any reason and/or reconstruction thereof and only the Promoters shall be entitled to do so;
- t) The Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the

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documents, papers, plans, orders, schemes, etc. recited and referred to above and those contained herein;

- u) Relying upon the said applications, declaration and agreements contained in this agreement by the Purchaser, the Promoters agree to sell to the Purchaser the said unit at the price and on the terms and conditions hereinafter appearing;

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

1. The recitals contained above form integral and operative part of this agreement as if the same were set out and incorporated in the operative part.
2. The Promoters shall construct or cause to be constructed the said new building described in the recitals above on the said property more particularly described in the First Schedule hereunder written (hereinafter referred to as the said land) (which land and the said building are hereinafter collectively referred to as the said property) in accordance with the plans, designs, specifications, approved by the concerned local authority and which have been inspected and approved by the Purchaser, with such variations, amendments, modifications and alterations as the Promoters may deem fit and/or as may be required by the concerned local authority or the Government to be made in them or any of them and the Purchaser hereby gives an irrevocable consent, power and authority to the Promoters to add to, to alter, vary or modify from time to time the said plans, designs, specifications, including for present and further construction whether on the same building horizontally or vertically or otherwise. It is hereby specifically agreed that the Promoters shall have to obtain prior consent in writing of the Purchaser in respect or such variations or modifications which may adversely affect the unit of the Purchaser and that no further consent of the Purchaser is required for any modification, alteration variation or amendment of the plans and specifications including for additions in the building to be constructed on the said land.
3. The Purchaser hereby agrees to purchase from the Promoters

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and the Promoters hereby agree to sell to the Purchaser Unit no. 604 on the 6th floor of the said building to be known as "Unique Tower" admeasuring 368.50 sq. ft. carpet area which according to promoters comes to 555 sq. ft. of Saleable/Builtup area with basement car parking space no. — open car parking space on — to be constructed on the said Land as shown in the floor Plan thereof hereof annexed and marked **Annexure 'III'** with amenities as described in **Annexure 'IV'** (which is inclusive of the area of balconies, if any) (hereinafter for brevity's sake and collectively referred to as the "unit") at or for the lump sum price of Rs. 1165500/- (Rupees ELEVEN LAKH SIXTY FIVE THOUSAND FIVE HUNDRED ONLY only) including the proportionate price of the "common areas and facilities" appurtenant to the premises, the nature, extent and description of the "limited common areas and facilities" which are more particularly described in the **Second Schedule** hereunder written. The Purchaser has paid a sum of Rs. 25000/- (Rupees TWENTY FIVE THOUSAND ONLY only) as earnest or deposit money on or before the execution of these presents. The Purchaser hereby agrees to pay to the Promoters the balance amount in the following manner :-

- i) Rs. \_\_\_\_\_ on Completion of Plinth
- ii) Rs. \_\_\_\_\_ on Completion of 2nd Slab
- iii) Rs. \_\_\_\_\_ on Completion of 4th Slab
- iv) Rs. \_\_\_\_\_ on Completion of 6th Slab
- v) Rs. \_\_\_\_\_ on Completion of 8th Slab
- vi) Rs. \_\_\_\_\_ on Completion of 10th Slab
- vii) Rs. \_\_\_\_\_ on Completion of Brick & Plaster
- viii) Rs. \_\_\_\_\_ on Completion of Flooring
- ix) Rs. 1140500/- on Completion of Building and before or immediately on offering possession.

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4. The promoters have reserved for the Purchaser Unit no. 604 vide letter of Allotment dated 24/08/1999 as per terms and conditions mentioned therein, and the purchaser had paid initial earnest money amounting to Rs. 25000/- (Rs. TWENTY FIVE THOUSAND ONLY) vide cash/ cheque no. 153632 on BANK OF INDIA dated 18/8/99.
5. The percentage of the undivided interest of the Purchaser in the common areas and facilities limited or otherwise pertaining to the said unit shall be in proportion of the area of the said unit to the entire area of all the units in the said Building.
6. The Promoters hereby agree to observe, perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or hereafter and shall before handing over possession of the said unit to the Purchaser, obtain or cause to be obtained from the concerned local authority occupation or completion certificates in respect of the said building. The Promoters may obtain part occupation or building completion certificate for one or more units as the Promoters may deem fit.
7. The Purchaser has prior to the execution of this Agreement satisfied himself about the title to the said land. The Purchaser shall not be entitled to investigate the title of the said land any further and no requisition or objection shall be raised by the Purchaser in any manner relating thereto. A copy of the certificate of title issued by M/s. Kantilal Underkat & Co. Advocates and Solicitors, is hereby annexed and marked **Annexure ' I '**. The property register card and 7/12 extracts are annexed hereto and marked **Annexure ' II '**.
8. The Purchaser agrees to comply with all the terms and conditions of any order scheme, permission, objection etc. that may have been granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not.



making deposits, whether refundable or not.

9. The Promoters have made full and true disclosure of the nature of their title to the said land. The Promoters, however, agree that before transferring and/or vesting the said building and the said land in favour of the Society or common organisation of acquirers of units in the said building, the Promoters shall ensure that the said land is free from all encumbrances on the execution of such document vesting the same which may be of a Conveyance, lease or any other document which the Promoters may decide in their absolute discretion (hereinafter referred to as the vesting document).

10. The Purchaser hereby grants his irrevocable power authority and consent to the Promoters and agrees:-

- a) that till the vesting document as may be permissible under law is executed the Promoters and even thereafter alone shall be entitled to all FSI in respect of the said land whether available at present or in future including the balance FSI, the additional FSI available under D. C. Regulation from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation, by way of Transfer of Development Rights (TDR) from the same land or acquired from other land or otherwise howsoever;
- b) that under no circumstances the Purchaser and/or Society or other common organisation will be entitled to any FSI in respect of the said entire land or shall have any right to consume the same in any manner whatsoever;
- c) that the Promoters shall be entitled to develop the said land fully by constructing and/or making additions in the said building and/or by constructing additional buildings /floors/structures so as to avail of the full FSI permissible at present or in future for the said entire land (including the said land) inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any "additional Construction" as mentioned above and Promoters selling the same and appropriating to themselves the entire sale proceeds

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thereof without the Purchaser or other acquirers of units in such building and/or their common organisation having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose off, sell, transfer etc. the same in manner the Promoters chooses. The Purchaser agrees not to raise any objection and/or claims, reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried on. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said building and/or putting additional structures and /or by way of extension of any structure. The document vesting the title of the said property and transfer of rights and benefits of the Promoters as hereinafter mentioned shall be subject inter alia to the aforesaid reservation;

- d) that the Promoters alone shall be entitled to sell any part or portion of the said building including the open terrace/s, walls or part of the said land, basement, stilt, open parking space, covered or otherwise, the open space including for use as a bank, offices, shops, nursing home, restaurant, hotel, garden, display or advertisements, hoardings, well water, etc. as the same may be permissible or ultimately may be permitted by the authorities concerned;
- e) to admit without any objection the persons who are allotted units by the Promoters as members of the proposed society and/or as members of the society in the event and society is registered before all units including units of extended/ annexed buildings are sold by the Promoters;
- f) not to raise any objection or interfere with Promoters' rights reserved hereunder;
- g) to execute, if any further or other writing, documents, consents, etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto;
- h) to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms,



applications, etc. at the costs and expenses of the Purchaser which the Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement. The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said unit is handed over to the Purchaser and/or possession of the said building is handed over to the society of the purchasers of units and vesting document is executed. The aforesaid covenants or such of them as the Promoters may deem fit will be incorporated in the vesting document and such covenants shall run with the land.

11. The Purchaser shall be entitled to sell the units in the said building for any use including for hotel, restaurant and Purchaser gives his consent to any use thereof by the Promoters.
12. Without prejudice to the other rights and contentions of the Promoters and without waiver of any of the rights and contentions of the Promoters, the Purchaser agrees to pay to the Promoters interest at 24% per annum on all the amounts which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount becomes payable by the Purchaser till the date the payment is received by the Promoters.
13. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement including his/her proportionate share of taxes levied by concerned local authorities and other outgoings and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at its own option to terminate this agreement by giving 15 days' notice PROVIDED FURTHER that upon termination of this Agreement as aforesaid, all the amounts till then paid by the Purchaser shall stand forfeited and upon termination of this Agreement, the Promoters shall be at liberty to deal with or dispose off or sell the unit to such person and at such price as the Promoters may in its absolute discretion think fit.
14. The fixtures, fittings and amenities to be provided by the

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Promoters in the said building and the unit are those that are set out in Annexure IV hereto.

15. The Promoters may complete the entire building or any part or portion thereof or floor and obtain part occupation certificate thereof and give possession of unit therein to the acquirers of such premises and the Purchaser herein shall have no right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser takes possession of unit in such part completed building and/or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said unit is, the said building or any part thereof and if any inconvenience is caused to the Purchaser, the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s.

16. The Promoters shall give possession of the said unit to the Purchaser on or before Ready For Possession If the Promoters fail or neglect to give possession of the unit to the Purchaser on account of reasons beyond their control and/or their agents' control as per the provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by the Promoters in respect of the unit with simple interest at nine percent per annum from the date the Promoters received the sum till the date the amounts and interest thereon is paid and shall have no other right or claim against the Promoters except for such refund and interest accrued upon the refund amount. The Purchaser agrees that sending of the said amount by cheque by the Promoters at the address given by the Purchaser in these presents, whether the Purchaser accepts or encashes the cheque or not, will amount to refund of the amount so required to be refunded. PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for

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giving delivery of unit the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of:

- (i) Non-availability of Steel, cement, other building material water or electric supply, etc. etc.
- (ii) War, Civil commotion, act of God, force majorie or reasons beyond control of the Promoters;
- (iii) any notice, order, rules, notification of the Government and/or other public or competent authority; or
- (iv) other reasonable cause.

17. The Promoters shall be entitled to change the user of the said land, and/or building to be constructed thereon and/or part or land thereof but the same will not directly affect the user of the said unit.

18. The Purchaser shall take possession of the unit within fifteen days of the Promoters giving written notice to the Purchaser intimating that the said unit is ready for use and occupation and the Purchaser shall before taking possession of the said unit inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required. In the event of the Purchaser taking possession of unit he shall be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing.

19. The unit is intended and shall be used for Commercial purposes only as per the D.C. Rules and the Purchaser shall not use the unit or any part or land thereof for any other purposes whatsoever. The Purchaser shall use the basement, stilt, open parking space only for the purpose of keeping or parking the Purchaser's own vehicle and for no other purpose. The part/pocket terrace if any sold to the Purchaser is to be used as terrace and not for any other use nor the same or any part thereof will be covered in any manner nor any structure will be put thereon.

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20. The Purchaser along with other purchasers of unit in the said building shall join in forming and registering a Co-operative Society. The Purchaser agrees that for the purpose of forming and registering the society he shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary and do all acts, deeds, things and matters for the formation and the registration of the Society and for becoming a member including bye-laws of the proposed Society and duly fill in and sign and return the same to the Promoters within Four days of the same being forwarded by the Promoters to the unit Purchaser so as to enable the Promoters to register the Society of the Purchaser under Section 10 of MOFA. No Objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. Without prejudice to the Purchaser hereby gives authority to the Promoters to sign all or any of the aforesaid documents and/or to do all acts, deeds, things and matters envisaged above or under these presents.
21. The Co-operative Society to be formed of the acquirers of units in the said building shall ensure that the provisions of this Agreement and other agreements entered or to be entered into by the Promoters with other Purchaser of other units in the said Building are carried into effect fully by it by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such society the society shall be liable besides the Purchaser and other purchasers of different units for any lien or claim or demand which the Promoters may have in respect of the said unit hereby agreed to be purchased and other unit in the Building. The Purchaser hereby agrees and binds himself to do and execute all acts, matters, things, deeds and documents which the Promoters may require to be executed to enforce the obligations envisaged in this clause against the Co-operative Society. The failure on the part of the Purchaser to observe and perform this clause when called upon to do so by the Promoters shall entitle the Promoters to rescind/terminate this agreement and the consequences of rescission/terminate herein provided shall follow.

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22. On the vesting of the management and administration of the said Building in the society or upon the purchasers of the units in the said Building being admitted as members of the society, or the said society as the case may be shall take over complete responsibility for the management of the said land and the said Building and shall be solely responsible for collection of dues from its members and for the disbursements of such collections in relation to the said land and the said Building including payment for ground rent if any, Municipal taxes, salaries of the employees charged with the duties for the maintenance of the said land and the said building to the security of the Building to the intent that the said land and the said Building shall be kept free from all claims, attachments and sales or other legal encumbrances charges and liens, irrespective of the fact whether the transfer of the said land and the said Building in favour of the Co-operative Society has taken place or not and whether or the Purchaser and the other purchasers of the other unit are made members of the Society and irrespective of the fact whether the Co-operative Society fails to perform its obligations mentioned herein above the Promoters in any event shall stand absolved from their responsibility of managing the said Building, receiving and/or paying the outgoings including the ground rent if any, Municipal Taxes and other incidental costs, expenses and charges connected with the maintenance administration security of the Building or otherwise for any reason whatsoever. The Purchaser hereby agrees to indemnify the Promoters in that behalf. The Purchaser shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative Society, being Promoters successor in interest and failure or lapse on the part of the Purchaser in so doing shall entitle the Promoters to rescind this Agreement and the consequences of rescission herein contained shall follow. Without prejudice to what is stated hereinabove, in the event of any breach being committed by the Purchaser and/or the Co-operative Society of this clause, the Promoters shall be entitled to forebear from getting the conveyance of the said land and the said Building in favour of the Co-operative society notwithstanding the Promoters other rights and remedies. Notwithstanding any thing contained or suggested to the contrary in this clause, the liability of the Purchaser already incurred by

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him qua the Promoters prior to the vesting of the said land and the said Building in possession, management and control in the Co-operative Society shall not cease and the Purchaser shall be bound to perform fully all obligations which may have been incurred by him qua the Promoters. It is made clear that on such vesting of the said land as aforesaid, the Purchaser shall not be entitled to assert any of the rights herein conferred upon him against the Promoters by virtue of these presents.

23. The Purchaser hereby covenants with the Promoters that:

- (a) The Purchaser and/or the society formed of Purchaser herein and other acquirers of units shall be entitled only to FAR/FSI which is consumed in the said Building and in the event of any further or other FAR/FSI is available at present or future for any reason whatsoever the Promoters and/or their nominee or nominees alone shall be entitled to use and consume the same including by putting additions or further construction on the said building and/or touching the same or otherwise howsoever and the Purchaser and/or such society shall not be entitled to the same under any circumstances;
- (b) that the Promoters alone shall be entitled to use and consume any FAR/FSI acquired by them by way of Transfer of Development Right or otherwise howsoever by whatever name it is called or known and the Purchaser and/or such Society shall not be entitled to do so;
- (c) that such further construction may be by way of additions, alterations, variations and/or modification of the plans, designs, specifications and on the said building and/or execution thereof;
- (d) that the Promoters and/or their nominee or nominees shall be entitled to use and consume all FSI as may be permissible under law including the balance FSI, the Additional FSI available under DC Rules from time to time and by any special concession, modification of present Rules and Regulations granting FSI, FSI available in respect of road widening, set back, reservations, by way of Transfer of Development Right howsoever in respect of the said land or otherwise;
- (e) that the Promoters and/or their nominee or nominees shall be

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entitled to develop and said land fully by constructing and/or making additions in the said building and/or by constructing additional buildings/floors/structures so as to avail of the full FSI permissible at present or in future for the said land including for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any additional construction and the Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose off, sell, transfer etc. the same in the manner the Promoters choose and the Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said building and/or putting additional structures and/or by way of extension of any structure.

- (f) that the terrace of the said building shall always belong to the Promoters.
- (g) The Purchaser hereby gives all the powers, authority and consent to Promoters using and consuming aforesaid FAR/FSI and to put up construction as aforesaid as per the plans which may sanctioned by the Municipal Corporation of Greater Bombay and other authorities. The Purchaser covenants not to revoke, cancel or terminate the aforesaid powers and authorities at any time for any reason whatsoever. All the aforesaid covenants and other covenants contained in these presents shall be incorporated in and shall form part of lease, conveyance or any other document vesting the right, title and interest of Promoters in respect of the said building and unit purchasers and/or the common organisation of the unit purchasers will execute simultaneously with execution of these presents power of

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attorney in favour of the nominees of the Promoters in order to enable the Promoters and/or their nominees to do so.

24. The Purchaser shall bear and pay proportionate expenses, taxes, levies, maintenance and other charges of the entire layout or complex and the decision of the Promoters or the society as the case may be of the amount coming to the share of Purchaser shall be final and binding on the Purchaser.
25. Commencing a week after notice in writing given by the Promoters to the Purchaser that the said unit is ready for occupation or before taking the possession of the unit, whichever is earlier, the Purchaser will be liable and pay regularly to the Promoters (a) the proportionate share of the Purchaser of the Municipal Assessment Tax of the said land all rates and taxes whether any or all the tenements of the building shall have been actually assessed or not or even if the assessment may not have been finally determined; (b) the share of the Purchaser in all other dues, duties, impositions, outgoings, and burden of any nature at any time hereafter assessed or imposed upon the said property by any authority including the Municipality, Government Revenue Authority; (c) the proportionate share of all other outgoings in respect of the said unit or building including other taxes, insurance, common lights, sanitation, additions and alterations, paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, Salaries and charges of Bill collector, Clerks, Chowkidars, Sweepers etc. and (d) all other expenses necessary and incidental to the said building and the said land. Until the Society is formed and the said land and building transferred to the society or any other common bodies as provided herein the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters, The Purchaser shall within seven days of posting intimation about the unit being ready for occupation as aforesaid, deposit and keep deposited with the Promoters a sum of Rs. 13875/- (Rupees THIRTEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE only) without interest as security deposit for payment by the Purchaser his share of aforesaid outgoings

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and payments. The Purchaser hereby further un-equivocably agrees with the Promoters that until the Purchaser's share is determined, the Purchaser shall from the date of the said intimation regularly pay to the Promoters on the 5th day of every month provisional monthly contribution of Rs. 2775/-

(Rupees TWO THOUSAND SEVEN HUNDRED SEVENTY FIVE ONLY.)

only) towards and on account of the Purchaser share of the aforesaid outgoings and such payments shall be made at every month in advance to the Promoters. The Promoters shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, the due by the Purchaser for its aforesaid share of liability.

26. The Purchaser shall on or before delivery of possession of the said Units pay to the Promoters the following amounts:-

- (i) Rs. 2000/- being agreed legal charges and expenses;
- (ii) Rs. 260/- for share money application entrance fee of the Society or Limited Company;
- (iii) Rs. 1000/- for formation and registration of the Society;
- (iv) Rs. 15000/- being proportionate expenses/ deposits towards electric/water meters ;
- (v) Rs. 13875/- being deposit towards provisional contribution for such proportionate share of outgoings.

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27. The Promoters shall utilise the sum of Rs. 3260/- paid by the Purchaser to the Promoters towards meeting legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with the formation of the said society, preparing its rules, regulations and by-laws and the cost of preparing and engrossing this Agreement.
28. The Promoters are authorised by the Purchaser on his behalf out of the amounts so deposited all costs for preparation of all other documents, costs of lawyers for transfer of the said property to the said Co-operative Society as such costs and costs of transfer are to be borne and paid wholly by the Purchaser and other acquirers of units/tenements in equal shares but exclusive of all out of pocket expenses like stamp duty, registration charges etc. which also will be borne and paid wholly by the Purchaser and other acquirers of unit, garages, parking space etc.
29. At the time of taking possession of the unit, the Purchaser shall also pay to the Promoters the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society on the conveyance and other documents in respect of the said land and the building to be executed in favour of the Society.
30. In the event of any land of the said entire land being notified for set back, D.P. Road, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the set back land.
31. Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the said land or said building or otherwise the Purchaser on being called upon to do so by the Promoters, pay to the Promoters his/her share thereof at or before or after taking possession of the unit as may be required or demanded by the Promoters it being specifically understood that only Purchaser and other acquirers of unit and/or society are liable to pay the same and Promoters in no event or case are liable to pay the same.

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32. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever handover the unit may come, doth hereby covenant with the Promoters as follows:-
- a) to maintain the unit at Purchaser's own cost in good tenable repair and condition from the date of possession of the unit is taken and shall not do or suffered to be done anything in or to the unit and the building in which the unit is situate its staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the unit is situated and the unit itself or any part thereof;
  - b) Not to store in the unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the unit is situated including entrances of the building in which the unit is situated and in case any damage is caused on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
  - c) to carry at his own cost all internal repairs to the said unit and maintain the unit in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done any thing in or to the building in which the unit is situated or the unit which may be governed under the Rules and Regulations and bye-laws of such Housing Society, the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
  - d) not to demolish or cause to be demolished the unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the unit or any part

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thereof, nor any alteration in the elevation and outside colour scheme of the building in which unit is situated and to keep the land, sewers, drains, pipes in the unit and appurtenances thereof in good tenable condition, and in particular, so as to support shelter and protect and other part of the buildings in which the unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC pardsis or other structural members in the unit without prior written permission of the Promoters and/or the society.

- e) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f) not to throw dirt, rubbish, rage, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any land of the said land and the building in which the unit is situated;
- g) not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the building. The Promoters/Society shall throw away such things without any notice if any thing is found in breach of this provision.
- h) pay to the Promoters regularly whether demanded by the Promoters or not his share of security deposit demanded by concerned local authority or Government for giving water, electricity, sewer clearance, or any other service connection to the building in which the unit is situated;
- i) to bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of user of the unit by the Purchaser viz. user for any purposes other than for commercial purpose;
- j) the Purchaser shall not let, sub-let, transfer assign or part with unit Purchaser interest or benefit factor of this Agreement or

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part with the possession of the unit until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoters;

- k) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units 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 the use of the unit 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;
- l) The Purchaser shall not close verandah or balconies without the sanction and permission of the Promoters and the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said unit/building.
33. The Purchaser agrees to sign and deliver to the Promoters before and after taking possession of the unit all writings, papers, documents, applications, etc. as may be necessary or required by the Promoters to put the intention of the parties as reflected herein into complete effect.
34. On completion of the said Building and on receipt by the Promoters of the full payment of all the amounts due and payable to them by all the unit holders of all the units in the building garages and car parking spaces, the Promoters shall co-operate with the unit holders in forming and registering or incorporating a co-operative society, the rights of the members of the co-operative society, as the case may be, being subject to the rights of the Promoters under this agreement and the conveyance to be executed in pursuance thereof. When the co-operative society is registered incorporated or formed, as the case may be, and

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all the amounts due and payable to the Promoters in respect of the units and other portions in the said building, garages and the car parking spaces are paid in full as aforesaid the Promoters shall (subject to the necessary permission which may be required by law) shall execute or cause to be executed the necessary conveyance which will be of the said land and said building as may be permitted to be transferred in favour of such co-operative society as the case may be, such conveyance shall be in keeping with the terms and provisions of this agreement. No liability or responsibility shall attach on the Promoters and no compensation or other amount shall be payable by the Promoters if any part of the said land is not permitted to be so conveyed.

35. The Promoters shall on the execution of conveyance hand over the balance of amount from the sums received by the Promoters from the Purchaser as advance or deposit after adjusting all the dues and amount paid for the share capital, admission fee, expenses, deposits paid on behalf of the Purchaser and towards the outgoings, etc. as also arrears of maintenance and others if any to the society.
36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the unit and/or building or of the said land or any part thereof in favour of the Purchaser and/or other acquirers of units in the said building. The Purchaser shall have no claim save and except in respect of the unit hereby agreed to be sold to him and the entire property and land including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights will remain the property of the Promoters, who shall be entitled to sell, transfer deal with or dispose off the same in any manner they deem fit until the entire property including land and building is transferred to the Society as herein mentioned.
37. During the course of construction, the Purchaser may instruct the Promoters to make any addition or alteration including any extra amenities provided the same does not involve any structural change and is permitted by the Brihan Mumbai Mahanagar Palika and for such additional alteration or extra amenities extra

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cost is paid in advance by the Purchaser to the Promoters upon the Promoters agreeing to provide the same. The Promoters shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration without assigning any reason and in their absolute discretion

38. Irrespective of disputes, if any, which may arise between the Promoters and the Purchaser and/or the said Co-operative Society, all amounts, contributions and deposits including amounts payable by the Purchaser to the Promoters under this Agreement shall always be paid punctually by the Purchaser to the Promoters and shall not be withheld by the Purchaser for any reasons whatsoever.

39. In the event of the Society being formed and registered before the sale and disposal by the promoters of all the units, stilt, basement and other spaces, garages, gardens, terraces, compounds and car parking space in the said building and in the compound the power and authority of the society so formed or of the unit holders and the Purchaser of units and other spaces and car parking spaces, shall be subject to the over all authority and control of the Promoters in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold units, garages, basement, stilt, terraces, compounds, other spaces, and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold units, garages, basement, stilt, terraces, compounds, other spaces, and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold units, garages, and/or car parking spaces. In case of the conveyance is executed in favour of the co-operative society before the disposal by the Promoters of all the units then and in such event and the Promoters shall join in as the Promoters/ members in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Promoters the co-operative society shall admit as members the purchasers of such premises/units without charging any premium or any other extra payment.

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40. The deposits that may be demanded by or paid to the any authority including Brihan Mumbai Mahanagar Palika for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and/or giving water connection to the said building and the electric meter deposits to be paid to Maharashtra State Electricity Board, B.S.E.S., shall be payable by all the unit holders of the said building in proportion to the respective area of their units. The Purchaser agrees to pay to the Promoters such proportionate share of the Purchaser of such deposit at the time of taking possession or within seven days of demand, whichever is earlier.
41. If for any reason prior to the completion of the said building and the receipt by the Promoters of the total consideration money receivable by them a conveyance is executed in favour of the co-operative society and if on the date of such conveyance the said building is not fully constructed and the Promoters have not obtained in full the consideration money receivable by them from all persons who obtained the units, then and in any of such events the Promoters shall have the right to construct and complete the said building and to dispose off the unsold units and/or to receive the consideration money even though such conveyance is obtained in favour of the co-operative society. Adequate provisions for the above shall be made in the deed of conveyance.
42. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.
43. The Purchaser shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed by the Registration Act without fail and the Promoters will attend such office and admit execution thereof provided the

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Promoters is informed well in advance about the same. In case of default the Purchaser shall only remain liable to penalty and/ or punishment for his negligence.

44. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, at his/her address specified below:-

MRS. SUSHMA K. CARB,

602, 'A' WING, RAGHAV,

VASANT VALLEY COMPLEX,

FILM CITY ROAD, MALAD (EAST)

MUMBAI - 400087.

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45. After possession of the said unit is handed over to the Purchaser if any additions or alterations in or about or relating to the said building and/or unit are required to be carried out by any statutory authority, the same shall be carried out by the Purchaser and the other acquirers of the units in the said buildings at their own costs, expenses, risks and responsibilities and Promoters will not in any manner be responsible for the same.

46. The Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title or interest in the said land or in the said building to be constructed by promoters but the same shall not effect the unit purchased by the Purchaser.

47. Under no circumstances, the possession of the unit shall be given to the Purchaser unless and until all payments required to be made under the Agreement by the Purchaser has been made by him/her.

48. The Purchaser shall not be entitled to claim partition of his/her share in the said property and/or the said Building and/or the said unit and the same shall always remain undivided and impartible.

49. In the event of the society being formed and registered before the construction and/or sale and/or disposal by the Promoters of all the Units/Garages/Parking Space and hoarding space etc. in the said buildings as aforesaid, the Powers and authority of the society so formed of the Purchaser and other purchasers of units, shall be subject to the over all control of the Promoters on all or any of the matters, concerning the said building, the construction and completion thereof and all amenities

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pertaining to the same and in particular but without prejudice to the generality of the foregoing, the Promoters shall have absolute authority and control as regards the FSI available for further construction, incomplete construction, unsold unit of such building including units, garages hoarding space, terraces and parking spaces and the disposal thereof and the society so formed shall not have any such right or authority nor the society shall interfere, obstruct or commit or omit any act which will be harmful, injurious or prejudicial to the aforesaid right of the Promoters.

50. The Transfer deed and all documents shall be prepared by the Advocates of the Promoters and shall contain covenants and conditions including those contained in this Agreement with such modification alterations, and additions therein as the Promoters may deem fit and proper and other clauses which they think necessary and desirable.
51. The Purchaser shall sign all papers and documents and do all other things that the Promoters may require it to do from time to time in this behalf including for safeguarding and interests of the Promoters and holders of other units/garages/parking spaces/hoarding space etc. in the building in the said property.
52. 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 Apartments or any other documents required to be executed by the Promoters 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 costs of the Advocates or Solicitors for the Promoters including preparing and approving all such documents shall be borne and paid by the acquirers of the Units proportionately or by the Society including the unit Purchaser. The Promoters shall not contribute anything towards such expenses. The proportionate such share of the costs, charges and expenses payable by the Purchaser shall be paid by the Purchaser immediately on demand.

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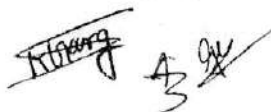
53. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO:**

that the terrace space in front of or adjacent to the terrace units in the said building, if any, shall belong exclusively to the Promoters unless sold by the Promoters to the respective purchaser of the terrace unit and in the event of sale thereof such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Purchaser. The said Terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters the Society or as the case may be.

54. This Agreement is under the provisions of Maharashtra Ownership Flats Act and the Maharashtra Co-operative Societies Act and the conveyance of the property agreed to be transferred by the Promoters in favour of the Co-operative Society of the unit holders shall be executed in pursuance of the provisions of the Maharashtra Ownership Flats Act.

55. It is specifically agreed and declared that the final transfer deeds in favour of the corporate body shall contain, such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

- a) That the Purchaser and/or the society to be formed and registered shall be entitled only to FAR/FSI which is consumed in the said Building and in the event of any further or other FAR/FSI is available at present or future for any reason whatsoever and/or any FAR/FSI by whatever name called can be used and consumed on the said land or the said building the Promoters alone shall be entitled to use and consume the same by putting addition or further construction on the said building touching the same or otherwise howsoever and the Purchaser shall not be entitled to the same.
- b) That the Promoters alone shall be entitled to use and consume any FAR/FSI acquired by them by way of Transfer of Development Rights or by otherwise howsoever and by whatever name called and Purchasers and/or Society shall not be entitled to do so.

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- c) The Purchaser hereby gives all the powers, authority and consent to Promoters using and consuming aforesaid FAR/FSI and to put up construction as aforesaid as per the plans which may sanctioned by the Brihan Mumbai Mahanagar Palika and other authorities for the sake of convenience.
- d) That such further construction may be by way of additions, alterations, variations and/or modification of the plans, designs, specifications.
- e) That the Promoters shall be entitled to use and consume all FAR/FSI as may be permissible under law including the balance FSI, the Additional FSI available under DC Rules from time to time and by any special concession, modification of present Rules and Regulations granting FSI, FSI available in respect of road widening, set back, reservations, by way of Transfer of Development Right howsoever in respect of the entire land or otherwise.
- f) That the Promoters shall be entitled to develop the said land fully by constructing and/or making additions in the said building and/or by constructing additional buildings/floors/structures so as to avail of the full FSI permissible at present or in future for the said land including for staircase, lift, passage, by way or purchase of floating FSI, TDR, free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any additional construction and the Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose off, sell, transfer etc. the same in the manner the Promoters choose and the Purchaser agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground or inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said building and/or putting additional structures and/or by way of extension of any structure.





- g) That the terrace of the said building shall always belong to the Promoters.
- h) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said unit hereby agreed to be sold in to whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove;
- i) A covenant by Purchaser to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions;
- j) A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Purchaser for any structure, erections of building for the time being erected and standing therein from and over the neighbouring or adjoining premises of the Promoters is enjoyed under the express consent of the Promoters;

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece or parcel of land or ground situate, lying and being on the Eastern side of Ghodbunder Road at Goregaon in village Pahadi, Taluka Borivli, District Mumbai Suburban (now within Greater Mumbai) in the Registration Sub-District of Bandra being plot No. 2 containing by admeasurement 5040 sq. yards equivalent to 4214.08 sq. metres or thereabouts and forming portion of land bearing S. No.52, H. No. 1 (part) and S. No. 53 (part) and Entry Nos. 128 and 129 and assessed by the Assessor and Collector, Mumbai Municipality under P Ward Nos. 599 and 600, Street Nos. 21 and 21A Ghodbunder Road and bounded as follows: i.e.

On or towards the East partly by Plot No.3 and partly by Plot No. 9;

On or towards the West by Plot No. 1;

On or towards the North by a proposed Private Road and beyond that by a portion of land bearing S. No. 52, H. No. 1; and

On or towards the South by land bearing S. No. 54.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

The nature, extent and description of the "Common Area and Facilities" and of the "Limited common Area and facilities" shall be as under:-

**A) Common Areas and facilities:-**

- i) Entrance lobby and foyer of the building:
- ii) Compound of the building, i.e., the open area (out of the said land described in the first schedule above) appurtenant to the built-up area of the building, but excluding the open car parking spaces in the compound allotted/to be allotted to the respective unit holder and garages, if permitted and constructed:
- iii) Five ft wide 2 nos of staircases and including main landing, for the purposes of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping:

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As per



- iv) One no. of Security cabin admeasuring about 15 Sq. Ft. in the compound:

**B) Limited Common Areas and Facilities:**

- i) Landing and passage admeasuring about 275 Sq. Ft. and lifts on the floor on which the particular unit is located, as a means of access to the unit but not for the purposes of storing or as a recreation area, or for storage or for sleeping:
- ii) This landing is limited for the use of the occupants of the unit located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all occupant and visitors:

The unit holder will have undivided interest in the above proportionate to their sizes of the unit.

~~K. Nagaraj~~  
K. Nagaraj



SIGNED SEALED AND DELIVERED BY the )  
withinnamed "PROMOTERS" M/S. UNIQUE )  
DEVELOPERS in the presence of..... )  
Ketan Modi

For Unique Develop  
Anish Shah  
Part

SIGNED AND DELIVERED BY the withinnamed )  
"PURCHASER"..... )  
MRS. SUSHMA K. GARG )  
in the presence of... KAMALAK ANTCARG )  
..... )

Kamarg  
Kamarg

RECEIVED the day and year first hereinabove written  
of and from the withinnamed Purchaser a sum of  
Rs. 25000/- (Rupees TWENTY FIVE )  
THOUSAND ONLY - only)  
being the amount of earnest money to be paid by them)  
to us by cash cheque No. 153632 )  
on BANK OF INDIA. )

dated 18/8/99 Rs. 25000/- )

WITNESSES  
Ketan Modi

WE SAY RECEIVED  
FOR M/S UNIQUE DEVELOPERS

Anish Shah (Signature)  
(PROMOTERS)



**ANNEXURE - I**

**KANTILAL UNDERKAT & CO.**  
ADVOCATES & SOLICITORS

K. G. Underkat

Ref. No. KGU/NCE-3 / 256 / 98

M/s. Unique Developers (Registered).  
140, Udyog Bhuvan, Sonawala Lane,  
Goregaon (East), Mumbai - 400 063.

UNADKAT TERRACE, 1ST FLOOR,  
27, ANJU SHOPPING CENTRE,  
TILAK ROAD, SANTACRUZ (W),  
MUMBAI 400 054.

TEL: 605 2459, 605 2460  
FAX: 605 4009.

Date: 4th April, 1998

Dear Sirs,

Re: All that piece or parcel of land being Plot No. 2 forming part/portion of land bearing Survey No. 52 Hissa No.1 (part) and Survey No. 53 corresponding to C.T.S. No. 909 admeasuring about 4214.08 sq. metres.

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1. In the above matter, we have caused search to be taken at the office of Sub-registrar, at Bandra and Mumbai from 1961 to 1995 respectively.
2. You have handed over to us certain documents including agreements for purchase of the above property by you.
3. We have caused public notices to be issued which have appeared in the issues of Free Press Journal dated 19th September, 1995, Mumbai Samachar dated 19th September, 1995 and Navshakti dated 20th September, 1995 and in pursuance thereof we have not received any claim.
4. From such search and such documents we find as follows:-
  - a) One Shri. Vasant Laxman Bargode (since deceased) and Shri. Waman Yadavrao Joshi (also since deceased) during their life time purchased all that piece or parcel of land or ground being Plot No. 2 forming portion of land bearing Survey No. 52, Hissa No.1 (part) and Survey No. 53 (part) correspondingly bearing C.T.S. No. 909 admeasuring about 5040 square yards equivalent to 4214.08 square metres or thereabout together with the structures standing thereon situate, lying and being on the Eastern side of Ghodbunder Road situate at the Village of Pahadi in Goregaon Taluka Borivli then in the Registration Sub-district of Bandra and now in the Registration District and Sub-District of Mumbai City and Suburbs (hereinafter referred to as 'the said property') they having purchased the same under a registered conveyance dated the 14th August, 1961 at the price and on the terms and conditions more particularly incorporated in the said Indenture of Conveyance;

**FORT OFFICE:**

84, JANMABHOOMI MARG, 1ST FLOOR, FORT, MUMBAI 400 001. TEL: 2045739.  
Correspondence, Communication, Services only at Santacruz Office.



- b) On 18th March, 1989 the said Vasant Laxman Bargode died intestate at Mumbai and the legal heirs of the said deceased filed a Petition for Letters of Administration to the properties and credits of the deceased Vasant Laxman Bargode in the High Court of Judicature at Mumbai in its Testamentary and Intestate Jurisdiction being Petition No. 74 of 1995. The Testamentary Court was pleased to grant on the 24th April, 1995 Letters of Administration to the property and credits of the deceased Vasant Laxman Bargode to (1) Smt. Pramila Vasant Bargode being his widow, (2) Shri. Pradeep Vasant Bargode and (3) Shri. Sanjay Vasant Bargode being two sons of the said deceased (hereinafter referred to as said Bargodes) to have effect throughout the State of Maharashtra and thus the said Bargodes became entitled to 50% of undivided share, right, title and interest in the said property to share the same between them equally;
- c) On 21st October, 1993, the said Waman Yadavrao Joshi also died at Mumbai leaving his last will and testament dated 12.09.1988 and Nitin Waman Joshi the son of the said deceased Waman Yadavrao Joshi being the sole Executor and Trustee named under the last will and testament of the said deceased filed Petition being Petition No. 3... of 1994 in the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction for Probate thereof. The said deceased left behind him as his heirs and next of kin his widow Smt. Nalini and his son the said Nitin as also three married daughters as his heirs as per the provisions of Hindu Succession Act, 1956 by which he was governed at the time of his death, in the event of his intestate death. With the Consent of the said Nalini and the said daughters of the deceased the Testamentary Court was pleased to grant on the 21st October, 1994 the Probate for Administration of the estate and credits of the said deceased Waman Yadavrao Joshi to the said Nitin Waman Joshi the sole Executor and Trustee named in the said Will, to have effect through out the State of Maharashtra;
- d) Before applying for the said probate the said Nitin approached Smt. Nalini his mother for her consent when the said Nalini insisted that she should be given proper protection, that she should be properly maintained and secured and that wishes of the deceased should be carried out as expressed in the said Will. Ultimately as declared in the declaration dated 17th May, 1994 by the said Nitin it was agreed between the said Nitin and the said Nalini that out of 50% undivided share right, title and interest of the deceased in the said property the said Nalini would be entitled to 20% undivided share right title and interest and thus the said Nalini has 20% undivided share right title and interest in the said property and the said Nitin has 30% undivided share right title and interest in the said property;
- e) In the circumstances aforesaid the said (1) Pradeep Vasant Bargode and (2) Smt. Pramila Vasant Bargode, (3) Shri. Sanjay Vasant Bargode, (4) Smt. Nalini Wamanrao Joshi and (5) Nitin Wamanrao Joshi are the co-owners of the said property, Smt. Pramila Vasant



Bargode (Owners) each having 1/6th i.e. 16.666% (approx.) undivided share right title and interest in the said property, the said Nitin having 30% undivided share right title and interest in the said property and said Nalini having 20% undivided share right title and interest in the said property.

5. By five different agreements and lodged for registration with the Sub-registrar of Assurances at Mumbai details whereof are given hereunder the aforesaid Owners have agreed to sell the above property to you at or for the price and other terms and conditions mentioned therein:-

Name of the Owners	Date of agreement	Lodging number
1. Pradeep Bargode	27-11-95	BBJ/4297/95 on 27-11-95.
2. Pramila Bargode	28-12-95	BBJ/4732/95 on 29-12-95.
3. Sanjay Bargode	09-11-95	BBJ/4036/95 on 09-11-95.
4. Nalini Joshi	27-11-95	BBJ/4295/95 on 27-11-95.
5. Nitin Joshi	24-10-95	BBJ/3892/95 on 26-10-95.

6. All the aforesaid agreements are duly stamped.
7. As recited in the said agreements one Arvind Krishnaji Koparkar proprietor of M/s. Shreeram Engineers was a tenant occupying the premises admeasuring about 2000 sq. ft. being shed No. 2 paying monthly rent of Rs. 1,000/- and rest of the said property was in use and occupation of the said Owners.
8. Subject to the said tenant the Owners have put you in possession of the above property and you are in possession thereof.
9. You have informed us that you have settled with the said tenant and you have to carry out the terms.
10. In the premises in pursuance of aforesaid agreements with the Owners you are developing the above property.
11. In the premises in our view the title of the Owners of the above property and your title under aforesaid agreements is marketable, and free from all encumbrances and reasonable doubts.

Yours faithfully,

Kantilal Underkat & Co.



# माल-मत्तेच्या रजिस्टर कार्डातील उतारा

सीटा सर्वे पहाडी-गोविंदातलाडका : बोरीवली, जिल्हा मुंबई

क्र. १३३६

सीटा सर्वे नंबर	क्षेत्रफल चौरस मिटर	सत्ता प्रकार	सरकारला-करलेल्या संपादकी अथवा संपादकी तपसिल व जो क्रमांका बदलावयाचा
२०२	४४७६८३	C	२०२५०८-००-१-८-७२

वहिवाटीचा हक्क

सन १९६६-मध्ये धारण करणाऱ्याचे नाव-हक्क कसा प्राप्त झाला ? जो पर्यंत तपास लागला तो पर्यंत :

पट्टेदार

इतर बोजे

इतर शेरे

तारीख	व्यवहार	व्हाल्युम नंबर	नविन धारण करणाऱ्याचा (घ) अथवा इतर बोजा असणारा (ई)	तहसिलदार
१३-८-७४		उ.जी. आर्षी. मुं. उ. अंधेरी यांचे कडील		
२०-४-८१	उ.जी. आर्षी. मुं. उ. अंधेरी यांचे कडील क	३२२-७३	प्रभाण सु. वि. श. सारा	रही १०४४ १०४५ कु उ कु
२-१०-१९९५	दि. २०-६-९५ मध्ये	३२२-७३	श्री सारा जोत घेतली.	रही १०४४
	माल कुं. उ. अंधेरी यांचे कडील	३२२-७३	श्री प्रदीप वसंत बारगोडे	१०४५ कु उ
	वारसा वारसात	३२२-७३	श्री. राजय वसंत बारगोडे	रही १०४४ १०४५ कु उ
१७-१०-१९९५	दि. २२/११/९५ च्या	३२२-७३	श्री नीलीन वामन जोशी	रही १०४४ १०४५ कु उ

कुं. उ. कुं. उ.



6-5-20  
 मंगल जन्म तिथि व दशांक  
 श्री. जयदेव रजन  
 श्री. नीलीनु वामन  
 जोशी यांचे ३०%  
 हिश्यापेकी २० भागात  
 नालीनी वामनराव  
 जोशी यांचे नांव दस्त  
 फोन.

रथपसूयी  
 मा. न. १५  
 के. १०  
 यांचा  
 दि. ८/१७  
 चा उपादेव

शा -  
 नालीनी वामनराव जोशी २०

जन्म तारीख १८/११/१९५५  
 मृत्यु तारीख १२/११/१९९७  
 मृत्यु स्थान दिल्ली  
 मृत्यु कारण  
 नमूना नं. १२-१५



सत्य प्रतिलिपि

१२/११/१९९७  
 १२-१५

१०/११/१९९७  
 १२-१५







## ANNEXURE - IV

### AMENITIES

#### 1. BUILDING:-

The present building consists of Basement + part Ground Floor + part stilt + 10 floors. The Building will be of R.C.C. frame structure with internal and external walls made of brick/block work.

#### 2. FLOORING:-

Ceramic Tiles will be provided in entire unit area with Marble skirting. Ceramic/Glaze tiles will be provided as bathroom flooring and Dado upto 7 feet height, in each bathroom. Lift lobby and steps will be provided with Kota/Marble/Granite flooring.

#### 3. PLASTERING:-

Internal walls will be plastered with Neeru finish, External walls will have sand faced plaster.

#### 4. PAINTING :-

Internal walls will be painted in first quality oil bound distemper. External walls will be painted with long lasting paint. Staircase and Lobby area will be finished with first quality cement base paint.

#### 5. DOORS :-

##### (a) Rolling Shutters in entrance.

This rolling shutter will be enamel painted from outside and inside. The door will have Number plate & Locks.

##### (b) Bath Room Door:-

The Bath room door will have M.S. Frame painted in enamel.

The door will be hot pressed, phenol bonded flush door and inside surface will have marine ply.

The door will be painted on both sides and it will have mortised lock, lockable from inside

#### 6. WINDOWS :-

All windows and louvers will be Aluminium with natural/colour anodised.

All windows will be provided 4/5 mm thick reflecting glass. The window will have marble seal from inside.

#### 7. ELEVATOR :-

The Building will have two high speed Elevators of "KONE" make.

#### 8. GENERAL AMENITIES :-

- (a) Each unit will be provided with adequate light points and a telephone point.
- (b) An alternative power source will be provided for basic lighting, such as one staircase and landing light+stilt light, water pump & one Elevator.
- (c) 1 security cabin will be provided near front gate common for entire project.
- (d) Common garden will be provided for entire project.
- (e) Each unit will have Internal Intercom System.
- (f) Open compound area will be paved with concrete pavers.



DATED THIS

DAY OF

BETWEEN

**M/S. UNIQUE DEVELOPERS**

AND

MRS. SUSHMA K. GARG.

**AGREEMENT**

FOR SALE OF

~~UNITS / GARAGE / CAR PARKING SPACE /~~

~~HOARDING / OPEN SPACE NO. 604~~

ON 6th FLOOR OF THE BUILDING.

AT

**UNIQUE TOWER**

NEXT TO KAMAT CLUB,  
OFF. S.V. ROAD, GOREGAON (WEST),  
MUMBAI - 400 062.

**KANTILAL UNDERKAT & CO.**

Advocates & Solicitors

Unadkat Terrace, 1st Floor,  
27, Anju Shopping Centre,  
Tilak Road, Santacruz (W),  
Mumbai - 400 054.