Shulan

Saturday, June 16, 2007

3:31:14 PM

पावती

Original नॉदणी 39 न.

Regn 39 M

पावती क्र.: 4542

गावाचे नाव धकाला

दिनांक 16/06/2007

दस्तऐवजाचा अनुक्रमांक

2007 वदर4 - 04506 -

एकुण

दरता ऐवजाचा प्रकार

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सादर करणाराचे नाव: क एस राठाङ

नोंदणी फी

100.00

नक्कल (अ. 11(1)). पृष्टांकनाची नव्कल (ंं ८ 11(2)). रुजवात (अ. 12) व छायाचित्रण (अ. 13) -- एकत्रित फी (63)

1360.00

1260.00

आपणास हा दस्त अंदाजे 3:45PM हा। किस मिलेल

दुय्यमं निंबधक सह. ष्ट्रथ्यम निःधक अधरा-र

ग्रंबई उपनगर विच्हा

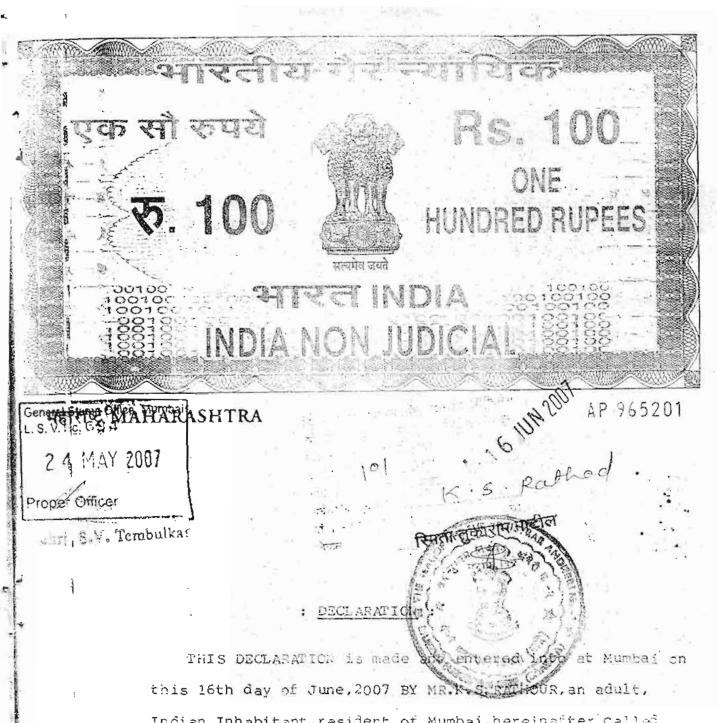
भोबद्धताः ६३०००० र बाजार मृत्य: 1266500 रु भरलेले मुद्रांक शुल्कः 126650 रू..

देशकाचा प्रकार डीडी प्रनाकर्पाट्टर विकास साव व पत्ना । ११ आ एन

डोडी चनाकर्ष कमारा 192405, १४कम 🖖 - अनाम १३४०5 2007

Cosmos Bank





this 16th day of June, 2007 BY MR.K.S. RATHOUR, an adult, Indian Inhabitant, resident of Mumbai, hereinaster called to as "the PURCHASER DECLARANT" (which expression shall mean and include the heirs, executors, administrators & assigns) of the PARTY TO THIS DEED:

whereas M/s.RAVI CONSTRUCTION CO., the Vendors entered into an Agreement for Sale dated. 30th March, 2000, with the Purchaser in respect of the Scheduled property;

91

840E 19 8000 .... # 2 ....

## : THE SCHEDULE OF THE PROPERTY :.

Office Premises No.304.3rd floor, Wing-A.SHUBHAM CENTER No.2, Chakala, Andheri (E) Mumbai-400093, admeasuring 262 sq.feets.C.T.S

AND WHEREAS the Agreement is duly Adjudicated as the stamp duty has been paid as per Provisions of Section 53-A of the Bombay Stamp Act, 1958.

and whereas the said Agreement/Deed dated. 30th March, 2000 is duly registered in the Office of Sub-Registrar of Assurances, at Bandra (E) Mumbai-400051 , under Serial No. BDR-1/1388/2000, dated. 24.4.2000.

AND WHEREAS for the time being the Original Agreement is not traceable in the Office of the Sub-Registrar of Assurances, therefore I/We hereby enclose the Xerox copy of the said Agreement, Regn. Receipt and Stamp duty Payment receipt, to get the Certified Copy of the said Agreement and Xerox copy of the Receipt and Index.II copy.

I/We hereby undertake to abide by all the Rule's, Regulations, bye-laws of the Registering Authorities as amended from time to time.

I/We hereby undertake to keep safe, harmless, and indemnified the Sub-Registrar of Assurances, at Bandra (3).



8408 3 8408 3 against any false claim, loss, damage, litigation which may arise out of such matter.

This Declaration is to be registered as per Provisions of Indian Registration Act, 1908, to obtain Certified copy of the said Agreement and Index.II copy.

IN WITNESS WHEREOF the O DECLARANT S abovenamed has/
have set and subscribed my/their respective hands, signatures on
the day, month and year hereinabove written;

by the withinnamed )

DECLARANT S MR.K.S.RATHOER, )

in the presence of. )

DECLARANT Se

(K.S.RATHOUR)

WITHNESSES.

1. South

2. Fall





| 16/06/2007 दुरयम निवंधंकः  3:32:32 pm अंधेरी 2 (जार्साः  रूप्त क्रमांक : 4506/2007 ट्रस्ताचा प्रकार : धोषणा पत्र  अन् क्र. पक्षकाराचे नाव व पत्ता   | 3:32:32 pm अंधेरी 2 (अगर):<br>दरत क्रमांक : 4506/2007  | Secretary Company | व ६०            |
|---|--|-------------------|-----------------|
| टरताचा प्रकार : घोषणा पत्र  ानु क. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठचाचा उसा  नाव क एस राजंड पताः घर पतंद व: आंधित व का व व व व व व व व व व व व व व व व व   |  |                   |                 |
| नात क एम राजंड - प्रतास के एम राजंड - प्रतास के एम राजंड - रा | दरताचा प्रकार : पाषणा पत्र   |                   | ,               |
| पताः घर-पत्तंद नः आधित व ः अः व व व व व व व व व व व व व व व व   | ानु क. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार  | छायाचित्र         | अंगठ्याचा उसा   |
|   | पताः घर/पति वः अधिकत्त व । । । । व व व व । । । । व व व व । । । व व व व । । व व व व । । व व व व । व । व व व । व । व व । व | 493-9             |                 |
| गल्ती/ररताः यय उपलब्धः नाही स्थलब्ध नाहीं<br>ईमारतीचे भावः - सही ,<br>पंत यसाहतः -<br>शहर गावः-<br>तालुकाः -  |  |                   | N S Re          |
| ईंगारत नं: राही<br>पेट यसाहत: -<br>शहर/याय:-<br>तालुका: -<br>पेन:   | गल्सी/रस्ताः -   | चग्रस्थः सारी     | यायक करी        |
| शहर/गाव:-<br>तालुका: -<br>चिन:  | इंगारत नं: - सही ,   | Oderm Hel         | राज्याच्या भारत |
| पिनः -  | शहर/पाव:-  |                   |                 |
| धन नगरर   | चिन: •   |                   |                 |



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वदर4

दश्त क्रमांक (4506/2007)

पावली क.:4542 दिनांक: 16/06/2007 पावतीचे वर्णन

के एस राठोड : -नाव:

100 :नोंदणी फी 1260 - :नक्कल (अ. 11(1)). पृष्टांकनाची नक्कल (आ. 11(2)).

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

1360: एक्ण

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

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वाजार मूल : : १ व. १ व. १ व. १००० भरतेले मुद्रोक शुल्क : 126650

दस्त तजर कान्याना दिनाम (16 06 1007 03:21 PM निष्पादनाचा विभाग र १३ ७ ७००७ दस्त हजर थे ज्या वादी अभि ।

दरताचा प्रकार :6.1 धीपटा उत

शिक्का के, 1 डी दर । स इरीकरणा 15 63 2007 03:21 PM शिवका क. 2 मी एक की 18.06 200° 03:31 PM शिक्का क. 3 ही ६४ . ए हुसी 18 इन २०३१ ०३:३२ PM शिक्का क. 1 के रह - अपराय '6 -5 2007 03:32 PM

वस्त साथ का-वार्त जिल्हा । 18 05 000° 03:32 PM

शासील इसम् ५० भिट्टा । १९४४ में है इस्तर्यक करून देणा याना व्यक्तीश अंजर्यगत.

स्थितः ।

अर पहल में, विज्ञान पून्यु

गल्ली/ रस्ता

इंगारतीस कर

ईमारत नं ग्रेस्ट बालाइम्स

THE PARTY सास्यः:

न्त्रभी र स्था

इमारतीय नः। द्वारक क

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STATE AND THE digni.

प्रसाणि च्योत की की, या इस्तामध्यं २ ्ण ्टि पाने आहेत.

सह. हुरुवम निष्येक अंथेरी का यु हुंबई उपनगर जिल्हा.

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सहपत्र नों रण्यात आले नाही.



पुस्तक उज्ञांक १. क**मांक** ६.इस्ट

बदर-४/४५०६ /२००७

Gala 9 & 10 & 1900 U

एक कुरता विषेश्रक, अंग्रेश क. २, व प.सर जिल्हा.

नोंदणी ३९ म. Regn. 39 m. ावती क क ६८-९/१३८८/२००० दस्तएंबजाबा/अर्जाबा अनुक्रमांक हिलांक 250/0/200वन १९ 410 Can to. 6,20,000/ व्यत्तर्यजाचा शकार-था. ३७१६८११६१०। ८१०छ ादः करणाराचे नाव-ार्वा तप्रवाणे को मिळाली:-٩. নীৰ্ণী দ্বী चनका की (चौलिओ £3000 ुटांडनाचा नवकल फी टपालखर्च 200 नकता किंवा ज्ञापने (कलम ६४ ते ६७) 60 शोध किंवा निरीक्षण दंड-कलम २५ अन्वये कलम ३४ अन्वये प्रमाणित नकला (कल इतर की (भागील पा एकूण .. नोदर्शाकृत डाकेने पाठवली जाईल. रोजी तयार होईल व या कार्यालयात देण्यात येईल. कुर्यम निवंधक. ना स् ब्रह्मान्त विक्रि न्हेंबना। निवंधक अविशि ्रान्त हाली यह विलेखा व कृता वास्त्र अनगर जिल्हा त

hi .

शासन परिपत्रक क्रमांक. २०००/९४/प्र. ज्ञ. २५/ म-१, दि. २४/३/२०००

## **GENERAL STAMP OFFICE**

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.:

Receipt Date:

Received From:

On Account of :

29/05/2007

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DIL.

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H

MR.K.S. RATHOD

Mode of Payment

Date

Branch MMRDA Counter No. (In Rs.) Amount

PO

996999 25/05/2007

127920.00

Name : STATE BANK OF PATIALA (SBP)

Branch Name : BANDRA (W) (BND)

Case No.:

Lot No. :

Lot Date :



Rupees:

Sollecter of Stamps, Righeri

Cashier / Aczongramt 00

Lakh Twenty Seven Signatusa hillestonation One

e Hundred Twenty

## महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी अंधेरी

जा क्र मुजिअ/३२-अ-प्रकरण/ 1862 क्रियांक पुलकाशिकारी अंधेरी यांचे कार्यालय, एम.एम.आर.डी.ए.इमारत पहिला माळा, बांन्द्रा-कर्ला संकुल, बान्द्रा (पूर्व), मृंबई -५१ दिनांक - 55 JUN 2007

प्रति,

मुंबई -५१

सह दुय्यम निबंधक, वर्ग-२ अभिलेख कक्ष प्रमुख \ म्हाडा ईमारत, बान्द्रा (पूर्व)

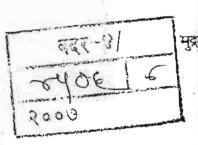
> विषय - मुद्रई मुद्रांक अधिनियम १९५८ हूम कुलस ३२ : अ) खालील दस्त पाठविणेबीबर्स

या कार्यालयास प्राप्त ३२- अ मधील प्रकरणांपैकी 3 दस्तावरील बाजारमुल्य निश्चित करुन. उर्वरीत नुद्रांक शुल्क तसेच शास्तीचा भरणा धनादेशाव्दारे या कार्यालयात केलेला आहे. तरी 2 मुळ दस्त व l छायांकित दस्त पुढील कार्यवाहीकरीता आपल्या कार्यालयात पाठविण्यात येत आहे. ते खालीलप्रमाणे.

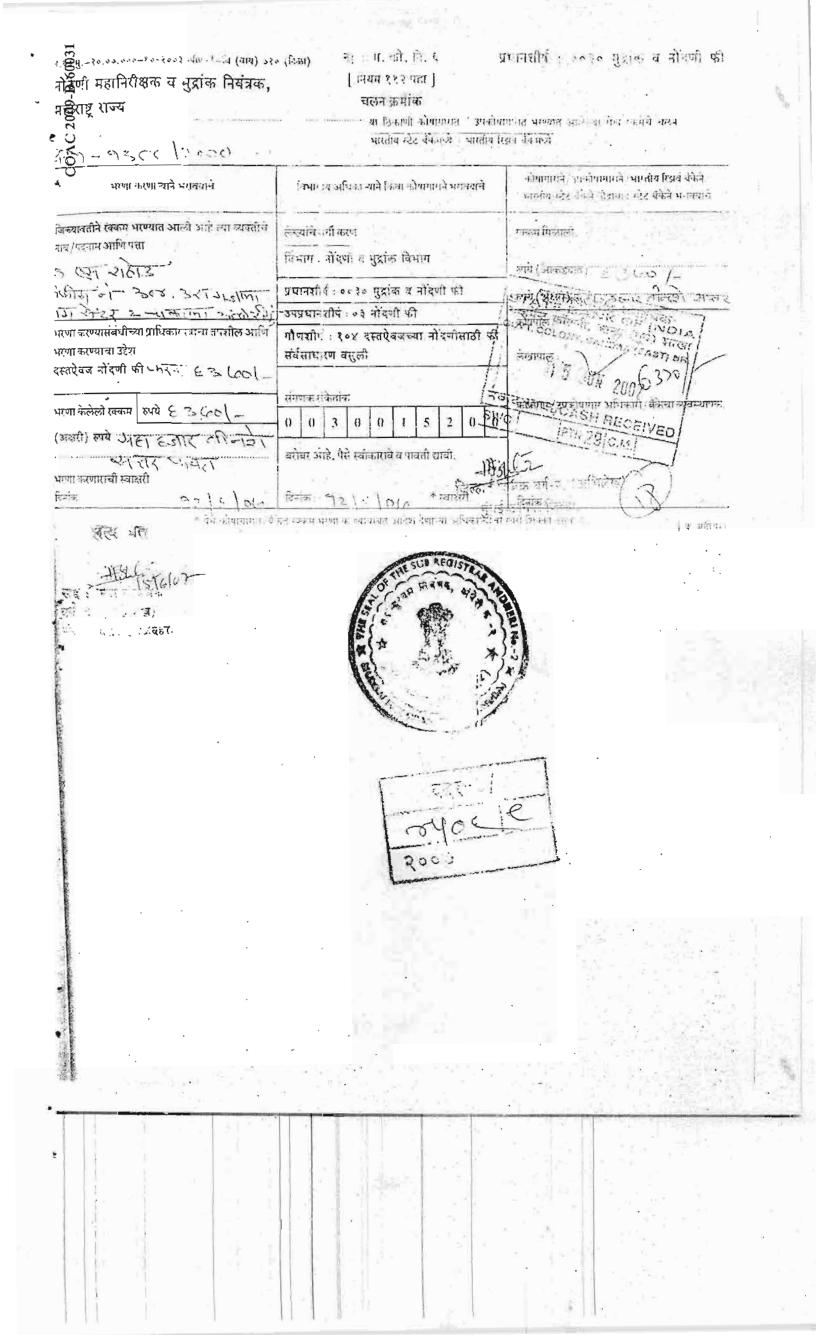
| अ<br>क | प्रकरण कर्माक       | ਪਣ ਭਾਸ਼ਾਚੇ ਜੀਵ             | नींदणी दिनांक | वाजारमुल्य | मुदांक शुल्क | टंड  |
|--------|---------------------|----------------------------|---------------|------------|--------------|------|
| 3      | BDR-<br>1/1388/2000 | Mr. K.S. Rathod            | 14/4/2000     | 1266500    | 126650       | 1270 |
| ş      | P/11715/89\/        | Mr. L. K. Kayyath          | 20/12/1989    | 97000      | 9700         | 250  |
| 3      | BDR-<br>1/1517/95   | Mr. Maxim Sanctis & others | 29/4/1995     | 1050000    | 52500        | 250  |

दस्त प्राप्त झान्याची पोच दंज्यात यावी.

सहपत्र - 2 मुळ दस्त व 1 छ टांकित



मुद्रांक जिल्हाधिकारी, अध्य



CONTRACTOR OF THE PARTY OF THE prioriser. The purpose Allas भारत STAINE DULL GENERAL STAMP OFFICE 16500 L EXTENTED SALES COUNTER
MMRDA BLDG. BANDRA (E)
MUMBAI - 400 051
MAH/GSO/010 1111 (Rs ≅ 0016550) 28.3.00 281993 00047 INDIA - MAHARASHTRA G. M. PARSMAL Proper Officer, G.S.O.M.M.R.D.A.

Mumbai. 400 051.

AR A TAR STAN OF THE STAN OF T

Certified True Copy Attested by me

Dr. S. C. SRIVASTAVA

Notary

(Govt. Of India)

हु 9 MAY 2007 सहपत्र नों रण्यात जाले नाही.

THIS AGREEMENT FOR SALE is made at Mumbai this 30%

registered Partnership firm having its Office at 35/36, Swastik Plaza, V.L. Mehta Rd., JVPD Scheme, Vile Parle (W), BOMBAY - 400049, herein referred to as "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm the survivors or survivor of them, their/his respective heirs, executors, administrators and assigns) of the ONE PART: AND MR. K.S. RATHOUR. having address at 109, Unique Industrial Estate, Chakala Road, Andheri (East), Mumbai - 400 099 hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to meaning the reof be deemed to meaning the his/her heirs, executors, administra-

deemed to mean sale required his/her heirs, executors administrations and sale and s

WHEREAS:

1. By and under a deed of Conveyance dated 6th Sept. 1980 (registered at the Bombay Sub Registry under serial No. 2029 of 1980)

RAZANKIYA PISUWALA & Others conveyed unto Vendors an immovable Property admeasuring 1416.40 Sq. Mtrs (1506 Sq. mtrs as per City Survey Property Cards) together with structures thereon being Plot No.1 of Survey No.28 Hissa No.4 bearing C.T.S. No. 491.

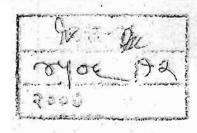
491/1 to 10 Situate at Chakala Road, Andheri (East) in Greater Bombay and Particularly described in the Schedule thereunder, written as also in the schedule hereunder (herein referred to as "the said Property").

2. The Vendors have constructed on the said property a new building (having commercial user) by way of redevelopment of the operty and the said building plans are approved by the Municipal Corporation of Greater Bombay under No. CE/1944/WS/AK DT.

The said building is having wings being Wing A. Wing 8 and Wing C. The said building is of ground and 4 upper floors. Wing "C" is reserved for providing permanent alternate accommodation to the Tenants of the existing structure on the said Property.

4. The ground floor of the Wings A and 8 is having shops and each shop shall have an exclusive basement under it.





- 5. The entire building including basement is earmanked for Commercial User. The said Building is constructed under the supervision of Architect M/s. H. M. Javeri & Son.
- 6. At the request of the Purchaser the Vendors have agreed to sell to the purchaser Office premises No. 304 on the third filmer of Wing A in the said Building (herein referred to as "the said Premises").
- 7. The Purchaser has demanded from the Vendors and the Vendors have given inspection to the Purchaser of all the documents of title relating to the said Property, the plans designs and specifications prepared by the Owners Architects in the said Building and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.
- 8. Copies of the Property Card in respect of the said Property and the copies of the plans and specifications in respect of the said building premises agreed to be sold to the Purchaser as hereinafter mentioned, have been verified by the purchaser a the purchaser has satisfied himself about the fittle of the said property.
- 9. Copies of Certificate of title issued by ff/s. Kirit Damania a Co. Advocates & Solicitors of the Owners, copies of property card in respect of the said property showing the nature of the title



3000 33 3 240-814 of the Owners to the said land on which the building has been constructed and the copies of the plans and specifications of the premises agreed to be purchased by the purchaser approved by the concerned local authority have been annexed hereto and marked Annexure "A", "B" & "C" respectively.

NOW IT IS HERERY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1. The Vendors have constructed on the Property bearing CTS No. 491, 491/1 to 10 admeasuring 1416.40sq. mtrs. (1506 Sq. Mtrs as per City Survey Property Cards) situate at Chakala, Andheri (East) in Greater Bombay and particularly described in the First Schedule hereunder written a building known as SHUBHAM CENTER NO.
- 2 (herein referred to as "the said Building") comprising of 3 Wings (being Wing A, B and C). The said Building is of ground floors.

wing A and Wing 8 is having shops on the ground floor and each shop is having exclusive basement premises below the shop.

- 3. Wing C is reserved for providing alternate accommodation to the Tenants in the existing structure on the said property.
- 4. A. The Vendors have informed the Purchaser and the Purchaser is aware that the Owners propose to construct additional floor, on the said Building on obtaining the necessary Transferable Development Rights (TDR) in respect of the Floor Space Index



(FSI) of other properties as permissible under the provision of the Development Control Regulations and utilising such FSI construction of such additional floors. The Purchaser hereby confirms and gives his irrevocable consent to the owners to construct such additional floors in any Wings of the said Building by utilising the floor space index of the other properties to be obtained by the owners by way of TDR and that the additional areas so constructed shall belong absolutely to the Owners will shall be entitled to deal with and dispose of the same on ownership basis, and the purchaser shall have no objection to the same. The Vendors have informed the Purchaser that such additional floors shall also be utilised for the purpose of commercial user permitted under Development Control Regulation. The Vendors also informed the purchaser that each such additional floor will contain one or more commercial units as may be desired by e Owners and as approved by the Municipal Corporation of

IT IS EXPRESSLY AGREED AND CONFIRMED by the purchaser that the right of the owners to construct additional portions or floors on the said building as also to construct additional structures on the said property as aforesaid is an integral part of this contract and the sale of the unit to the purchaser and the purchaser will not in any manner object to the promoters constructing such additional floors on carrying out any additional construction work on the said building by constructing additional all construction work on the said building by constructing additional

tional structures on the said property or the purchaser shall not

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2000

Greater Bombay and other Concerned Authorities.

claim any compensation or damages on the ground of inconvenience or on any ground whatsoever.

- c. The Purchaser also confirms that he has prior to execution of this Agreement taken inspection of R.C.C. plans of the building and has satisfied himself/herself about the structural strength of the said building to bear the load of such additional floors in the said building and that the purchaser shall not be entitled to raise any requisition or objection upon any matters relating to the structural strength of the said building and such additional floors.
- The Purchaser/s is/are aware that a weigh Brid Stands the Plot adjoining the said Property. The Vendors have by and ander agreement dated 15th May 1994 granted right of way from the property to the owners of said weigh bridge. The Owners of the said weigh bridge and or members of their family and or their associated conducts the said Weigh Bridge and will continue to conduct the same in future. The Purchaser/s shall not at any time raise any objection to the said Weigh Bridge or the activities in the course of conduct of the said weigh bridge to the grant of said right of way or ask for abatement price of the said premises or claim any compensation or damages the ground of inconvenience or any other whatsoever. operative Housing Society or Limited Company or a Body Corporate nuschasers and allottees of the offices, be formed of the

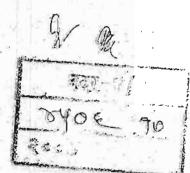
shops and other premises in the said building constructed on the said land shall abide by the said Agreement dated 15th may 1994 and the purchaser/s hereby grant/s his/here/their consent in that behalf. It is agreed that this provision is without prejudice to the other terms and conditions contained in this Agreement.

- The said Building has been constructed by the Owners in accordance with the Building Plans prepared by the Architects and sanctioned by the Concerned Authorities as aforesaid with such modifications and/or amendments thereto as the Owners may have incorporate therein as aforesaid. The premises in the said Building is containing amenities as per the particulars given in the Second Schedule hereunder written .
- The Purchaser has taken due inspection of the sanctioned Building plans from the Concerned Authorities in respect of said Building.

The purchaser has prior to the execution of this Agreement satisfied himself/herself about the title of the Owners to the said property described in the First Schedule he. -- der written and the purchaser shall not be entitled to further investigate the title of the said Owners and no requisition or objection shall be raised upon any matter relating there to.

9, The Vendors shall sell to the Purchaser Shop/Commercial premises on the third floor of Wing A/8 in the said. Building constructed on the said property (here in referred to as "the said premises). Plans in respect of the said premises is here to

annexed and marked as



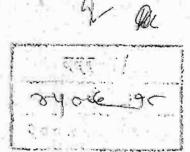
10. The area of the said premises is 362.00 sq. ft.

11. The purchaser has paid to the Vendors sum of Rs. 6,30,000/- as the purchase price in respect of the said premises. The purchase price of Rs. .30,000/- is inclusive of price of common areas and facilities of the said Building. It is specifically agreed that 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 of Rs. 6,30,000/-

result of changes in the building plans of the said Building the share of the said premises in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly athorises the Owners to so increase or decrease the said share of the Premises in the said common areas and facilities of the said Building and/or the said Property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

13. The said premises is ready for possession.

14. Nothing contain in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over



the said Property or the said Building or any Part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the Conveyance in favour of a Co-operative Society as hereinafter mentioned.

15. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terrace and other premises will remain the property of the Owners until the said Building is transferred to the proposed Co-operative Society as hereinafter mentioned, subject however, to the rights of the Owners as herein stated.

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 for commercial users, shops, consulting rooms, banks or any non-residential user as may be permitted by the concerned Authorities and/or an other use that may be permitted by the said Authorities and the Purchaser shall be entitled to use the said premises agreed to be purchased by im/her/them accordingly and similarly the Purchaser shall not object to the use of the other premises in the said Building for any one or more of the aforesaid purposes by the respective Purchaser thereof.

17. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Owners and they shall be entitled to deal with and dispose of the said in such manner as

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they may deem fit. In the event of the Owners obtaining permission from the Concerned Authorities for constructing one or more premises on the terrace then the Owners shall be entitled to sell such premises that be constructed by them on the terrace together the terrace to such persons and at such rate and on such terms as the Owners may deem fit. The Owners 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 than be in exclusive possession (as owner) of Purchaser of such premises proposed or constructed on the terrace. In the event of the Owners constructing more than one premises on the terrace, the Owners shall be entitled to sell concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The . lety to be Jormed by the Purchasers of premises as stated hereinafter shall admit as its members the purchasers of such premises that may proposed or constructed on the terrace with the exclusive right frem in the terrace as aforesaid. In the event of any water on the terrace for the said building being structed any other common facility being provided on the then the Society shall be entitled to depute its sentatives to go to the terrace for the regular check up and keep and for carrying out repairs to the tank/tanks and/or common facility at all reasonable times and/or during such as may be mutually agreed upon by the Purchaser of such premises

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on the terrace and the Society.

Until execution of the Conveyance as herein mentioned the Owners shall have full right, if so permitted by the Concerned to make additions to the said Building and such Authorities, additions (additional construction) shall be the property of the The Developers shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as they may deem fit. It is expressly agreed and confirmed by the Purchaser that the right of the Owners to 'put up additional floors on the said Building 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 Owners carrying out any additional construction on the said Building. The Purchaser hereby gives his/her/their irrevocable consent to the Owners carrying out construction of additional floors/areas on the said Building is aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the auilding plans as way be approved by the Concerned Authorities.

19. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the purchaser in respect of the said premises the Vendors shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in respect of the said Property. The Vendors shall also be free to construct additionate suctures like sub-station for electric-

ity office Co-operative Societies' office, Co-operative Departmental stores, temple or place of worship, covered and 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 lay out plan of the larger Property. The Purchaser shall not interfere with the rights of Owners by raising any disputes or Court Injunctions under Section 7 of the Maharashtra Ownership Flat Act, 1963 and/or under any other provision of any other applicable law. The Owners shall always be entitled to sign undertaking, 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 property.

The Purchaser shall be liable for payment of Municipal rates and other outgoings appertainable to the said Premises from the date of Occupation Certificate obtained from B.M.C.

- 21. The said building shall be constructed and completed in accordance with the plans and specifications as an wed by the Concerned Authorities as aforesaid with such modifications there to as may be made by the Owners as herein above set out.
- 22. The said Property with the said Building shall be conveyed to a Co-operative Housing Society registered for the said Building. The said Society shall be registered only after the said



890 22 3000 Property shall have been fully developed and all the premises in the said Building are sold and disposed of. The Purchaser shall become a member of the said Society (which is to be formed solely for the purpose of the said Building) and the Owners shall execute the Conveyance in respect of the said property with the said Building in favour of the said Co-operative Society. Until such Conveyance is executed the right of the Purchaser hereunder shall be confined only to the said premises and the Purchaser and/or the Society to be formed for the purpose of the said Building shall have no right on any portion of the said Property. The conferment of right shall take place only in respect of the larger property and the said Building in favour of the Co-operative Society on the execution of the Conveyance in its favour as aforesaid.

shall be executed only after the said Property shall have been fully developed as aforesaid. Even after the Co-operative Society for the said Building shall have been formed as aforesaid the Developers shall have full right and authority to develop the said property and the entire Floor Space Index (F.S.I.) of the said property to be utilised on the said Property as also additional FSI of other Property that may be obtained by way of Transferable Development Rights (IDR) and/or under the other provisions of the Development Control Regulation for utilisation on the said property shall continue to be under the Ownership and control of the Owners who means an entitled to utilise the same

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for their benefit in development of the said troperty and the purchaser and/or the said Society to be formed for the said Building as aforesaid shall have no right of any nature whatsoever in respect thereof.

24. So long as the various premises in the said building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates the Purchaser shall pay the proportionate share of such taxes, rates, and other outgoings assessed on the whole building. The Purchaser shall tentatively pay Rs. 1.50 per Sq.Ft. per month for maintainence to the Owners for the above with effect from the date of Occupation Certificate obtained from BMC of the said premises. The purchaser shall also be liable to pay municipal tax over and above Rs. 1.50 per sq.ft. as mentioned above.

The Owners shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold Premises. In case the Conveyance is executed in favour of the Co-operative Society before the disposal of by the Owners/Vendors of all the premises, then in such case, the Owners shall join in and as and when such premises are sold, to the persons of their choice and at the discretion of the Owners, the Co-operative Society shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.

26. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the



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same condition, 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, the Co-operative Society, and shall attend to answer and be responsible for all actions and violations of any of the condition of rules or by laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

27. The Purchaser hereby covenants with the Developers to observe and perform the covenants and conditions in this agreement and to keep the Owners/Vendors fully indemnified against the said observance and performance of the said covenants and condition except so far as the same ought to be observed by the Owners/Vendors. The Purchaser also agrees and undertakes all the facilities to the owners to carry our additional construction which on the said building.

The Purchaser agrees and undertakes from time to time to sign and execute applications for the formation and registration of the society including the bye-laws of the proposed society within Ten days of the intimation by the Vendors. 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 Owners and the Purchaser of

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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 is and when the Owners shall so require the Co-operative Society shall have the necessary resolution confirming the right of the Owners as aforesaid to carry out additional construction work on the said Building and also confirming the right of the Owners to sell on ownership basis other premises in the said Building to be constructed on the said Property.

- 29. 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 or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said property and/or the various Premises constructed thereon, the same shall be reimbursed by the Purchaser to the Vendors/Gwners in the proportion of the area of the said premises to the total area of all the premises in the said Building.
- 30. The purchaser/s shall on demand, deposit with the Vendors his/her/their proportionate share towards the installation of Water meter and electric meter and/or for any other deposit to be paid by the Vendors to the local Authority or Body concerned and/or to any other Concerned Authority.
- 31. The purchaser shall also pay to the Vendors a sum as mentioned in Clause 40 which will be held by the Owners as deposit

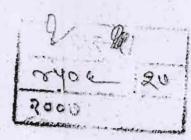


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without interest and the Owners shall be entitled to utilize such deposits towards payment of taxes and other outgoings. In the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him/her/them, the Vendors/Owners will have right to take legal action against the Purchaser for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been transferred and/or conveyed to the Society the Owners/Vendors shall hand over the said deposit or the balance thereof to such Society.

Agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of and other services to the premises of any other premises owners in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may t shall have committed default in payment of his/here/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.

33. In the event of the said Society being formed and registered before the sale and disposal by the Owners/Vendors of all the premises in the said Building the powers and authority of the Society and the purchasers of the premises wherein shall be



subject to the powers of the Developers in all the matters concerning development of the said Property as also construction of additional structures and all amenities pertaining to the same and in particular the Owners shall have absolute authority and control as regards any unsold premises and the sale there f. The Owners shall have a right to complete the said Building and to sell and dispose of for their benefit all unsold Premises in the said Buildings.

34. The Purchaser shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Owners/Verdors. The purchaser shall keep the said premises Walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter to and protect the parts of the said building other than him provide premises. The Purchaser shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them. However this restriction shall not include any alterations within the said premises which are not structural in nature.

35. If any additions or alterations in or about or relating to the said building are required to be carried out by the Govern-

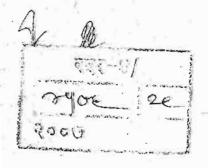
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shall be carried out by the purchasers of various precises in the said Building at his/her/their own costs and the Vendors of various precises in the not be in any manner liable or responsible for the same.

36. The Purchaser shall not do or permit to be done any act in 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 thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is clarified that this does not cast any obligation upon the Owners to insure the building or premises agreed to be sold to the Purchaser.

37. After the said Building and premises to be constructed by the owners on the Property are complete and ready for occupation and after the Society for the said Building as aforesaid registered and only after all the premises in the said building shall have been sold and disposed off by the Owners and shall have received all dues payable to them under of the Agreements with the Purchasers of all the premises said Building the Dwners shall execute in favour of the said Society a Conveyance in respect of the said Property said Euilding. Until the execution of the Conveyance, possession of the said Property and the said building and premises thereon shall be deemed to be of the Owners and the purchaswho have been given possession of the premises agreed to sold to him/here/them shall be merely a licensee thereof.





38. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance at Bombay and the Vendors 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.

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

109, Unique Industrial Estate,

Chakala Road,

Andheri (E),

8ombay - 400 099.

40. The Purchaser shall deposit with the Vendors for the

For, legal charges for this agreement and formation of

(i) For share money, application and entrance fee of the Society.

- iii) Security deposit for proportionate share of taxes and other outgoings.
  - iv) Towards deposit of electric Meter & Water Meter.

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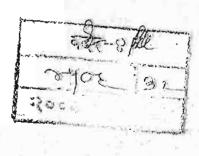
- 41. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or fire cess betterment charges or development tax of security deposit, for the purpose of obtaining water connection for the said Building or for any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the Municipal Corporation or to the State Government or becoming payable by the Owners the same shall be reimbursed by the Purchaser to the Vendors/Owners in proportion in which the area of the said Premises agreed to be acquired by the Purchaser shall bear to the total built up area available for construction on the said Property and in determining such amount, the decision of the Owners shall be conclusive and binding upon the Purchaser.
- 42. It is further agreed by the Purchaser that at the time of handing over possession of the said premises to the Purchaser, the purchaser, shall reimburse to the Vendors/Owners proportionate 10D, deposits and other refundable deposits paid by the Dwars in respect of the said Building. Such proportion shall be determined by the Vendors in their absolute discretion having regard to the proportion in which the built up area of the said Building.
  - 43. he deed of Conveyance and other documents for transferring the title in favour of the said Society in respect of the larger



Property and said Building shall be prepared by M/s. Kirit N. Damania & Co. and the same will contain such covenant and conditions as the said Advocates and solicitors shall think reasonable and necessary having regard to the development of the said property.

- 44. Any delay or indulgence by the Verdors in enforcing the terms of this Agreement of any forbeatance or giving time to the purchaser shall not be considered as Waiver on the part of the Developers 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 remedies of the CM rs/Vendors.
- of the Agreement relating to the unsold premises in the said building of which the aforemaid premises form part and the purchaser shall have no right to object to the same.
- 46. The purchaser himself with intention to bind all persons into whosoever hands the said pramises may come, doth hereby covenant with Vendors/Owners as follows:

To maintain the said premises at Purchaser's costs in good tenantable repair and condition from the date the presession 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, and also in the stair-case or any 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 Suilding in which the said premises is situated and the said



premises itself or any part thereof.

- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building 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 are likely to damage the staircase, common passages or any other structure of the said building including entrances of the said building and in case of any damage is caused to the said Building 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 breach.
- (c) To carry out at his own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Vendors to the Purchaser and shall not do or suffer to be anything in or to the Vendors 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 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 said premises and premises or any part thereof, note at any time make or cause to be make any

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addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains pipes in the said premises and appurtenances thursto in good tenantable repair and condition and in particular so as to port shelter and protect the other part of the said Build: ag and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said premises without the prior written permission of the Vendors and/or the Co-operative Society. case on account of any alterations being carried out by the purchaser in the said premises (whether such alterations permitted by the Concerned Authorities or not) that 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).

- (B) Not to throw dirt, rubbish 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 land and the said building.
- (f) Partie the Developers within 7 days of demand by the Developers his hare of security deposit demanded by the Concerned Local Authority or Government for giving water. Electricity or any other service connection to the said building.
- (g) To bear and pay increase in local taxes, water charges. insurance and such other levies, if any, which are imposed by the

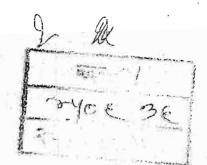
Concerned Local Authority and/or Government and/or other public Authority, on account of change of user of the said premises by the Purchaser.

- (h) The purchaser shall not let, sub-let, transfer, assign, or part with 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 or breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Vendors for the purpose. Such transfer shall be only in favour of the Transferse as may be approved by the Developers.
- regulations which the Co-operative Society may adopt at its inception and additions alterations or amendmen's 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 here was a penses or other outgoings in

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standance with the terms of this Agreement.

- i) Till Deed of Conveyance in respect of the larger Property and the said building is executed the Purchaser shall permit the Developers and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
- (k) To observe and perform all the terms and conditions covenants to be observed and performed by the Purchaser out in this Agreement (including in the recitals thereof). the Purchaser neglects, omits or fails to pay for any reason whatsoever to the Vendors the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Vendors shall be entitled to reenter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and. terminated. The Purchaser Merein agrees that on the Develope reentry on the premises as aforesaid all the right, of and purchaser in the said premises and under Agreement shall cease and the Purchaser shall also be mable immediate ejectment as a trespasser. The Purchaser shall upon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the

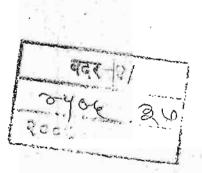


(except the outgoings apportionable to the said premises till the date of such termination) shall after Sixty days of such termination be refunded by the Vendors to the Purchaser.

47. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering conveyance and any other documents required to be executed by the Vendors, or by the Purchaser, stamp and registration charges in respect of such documents transferring land and Building in favour of the Cooperative Society as well as the entire professional costs of the Advocates of the Vendors in proparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society. The Developers shall not contribute anything towards such expenses. 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 40 above.







## THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece & parcel of land or ground containing by admeasurment 1694 Square yards equivalent to 1416.40 Square metres or thereabouts together with the building standing thereon at Chakala Greater Bombay in the Registration District of Bombay Suburban bearing plot No. 1 of Survey No. 28 Hissa No. 4 and bearing CTS NO. 491 and bearing Municipal Ward K/E ward No. 2514 and street No. 3-A Chakala Road, Andheri, Bombay and Bounded as follows i.e.:-

DM DR TOWARDS THE EAST : BY CHAKALA CROSS ROAD.

ON OR TOWARDS THE WEST : BY COMMON PASSAGE.

DN DR TOWARDS THE NORTH : 8.Y COMMON PASSAGE AND

BY THE PROPERTY OF ANKA

GHOUSAL.

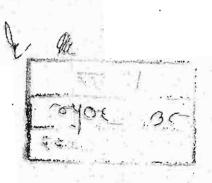
ON OR TOWARDS THE SOUTH : BY PROPERTY NOW OR FORMERLY BELONGING

TO RAGHUMAL SOBHRAJ KATHURIA.

## THE SECOND SCHEDULE ABOVE REFERRED TO

### LIST OF AMENITIES

- 1: RCC frame structure.
- 2. Tile flooring.
- I Entrante doors with flush shutters with safety chain & aldrow.
- Aluminum sliding windows.
- 5. All external walls to be painted with cement paint & internal walls with white wash.
- 4. Concealed electric wiring.



IN WITNESS WHEREOF, the Developers and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE )
Withinnamed "VENDORS" )
M/S. RAVI CONSTRUCTION CO. )

in the presence of...

in the presence of ...

De a.K.

SIGNED AND DELIVERED by the )
withinnamed "PURCHASERS" )
Mr. K.S. Rathour. )

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ACT 110, CE/19-11/115/11. or -. 4 SEP 1998

Es. Englacer Bldg. Projectal (W.S.)

Il and K. - Wards

Hodright Cher, K. K. Patier Parg.

Bandra (West), Humbal-400 650.

HAN OCCUPANCY CONTINUENTE

Sub. - Proposed Blag on plot Louring C.T. S. Ho. 171, 491/1 to 10 of Village Chakala, Ancheri(Bact)

Sir,

The full development work of Eldg. situated at the him food, City Servey No. 391, 301/1 to 10 of Village Character and under the amplification of while A.H. Show it , blocked a constant price provided that the opening the constant and the control of the control

police and Thirk the rit. under section 270-A of B.M.C. and and it is reported from the and a certified true copy of the sense dell be submitted to this origin within three (3) months from the original fixed desired to the original for the original desired to the original fixed desired to the original form.

A sot of certified completion plan is returned herewith.

Yours faithfully,

Executive Engineer Building Proposals (W.S.) K/E, P Words.



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ADVOCATOR & SOUCHORS

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of M/S. RAVI CONSTRUCTION CO. to the above Property.

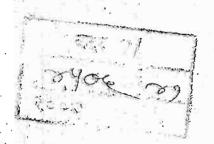
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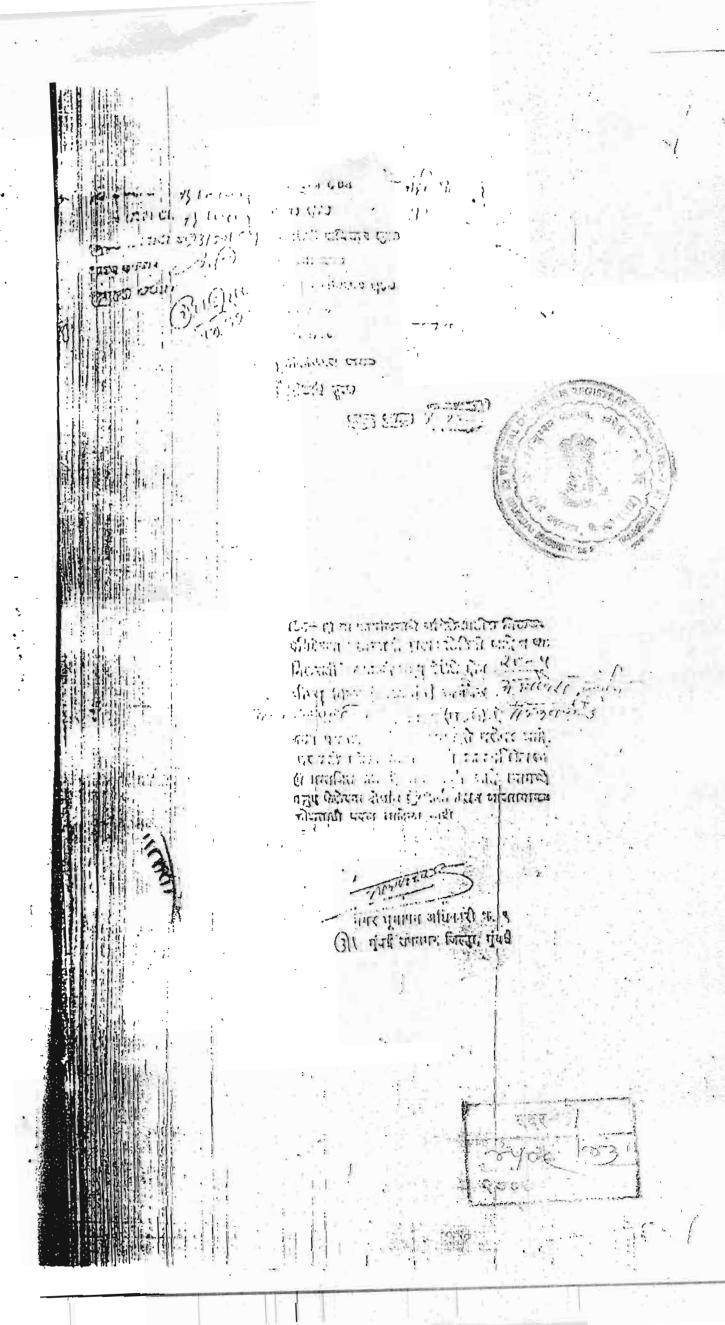


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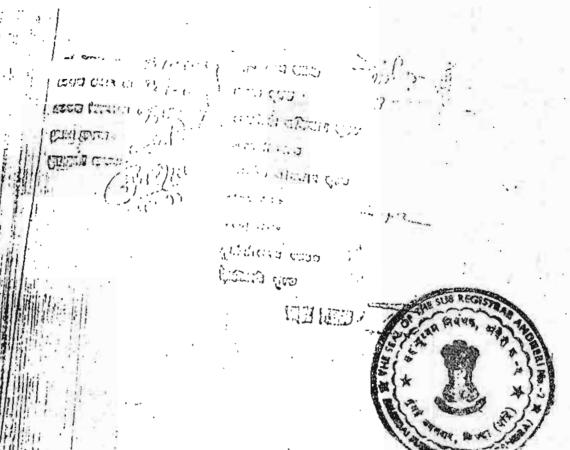
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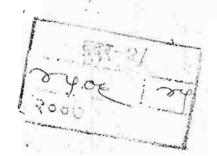
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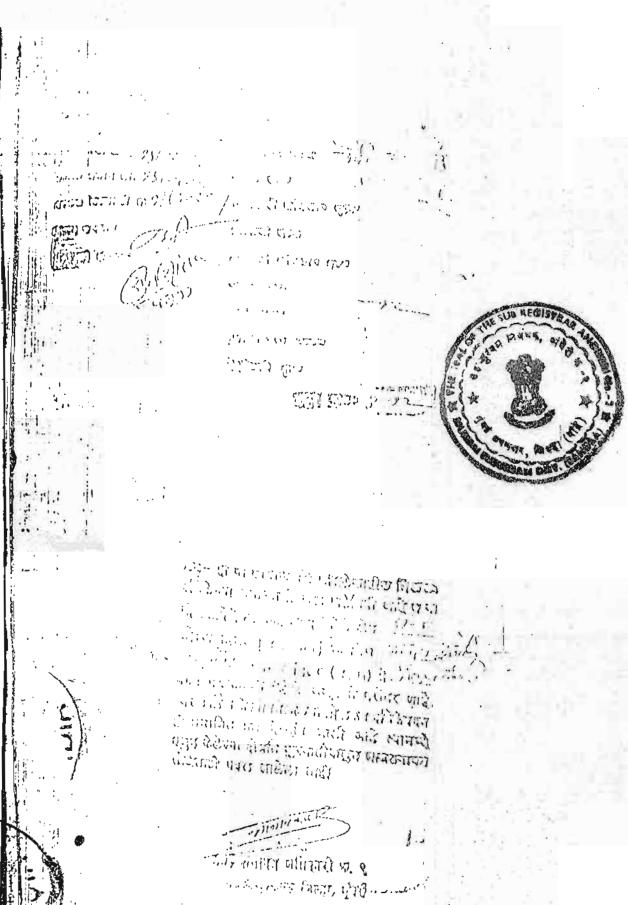
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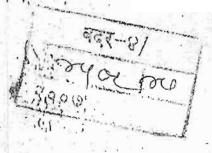


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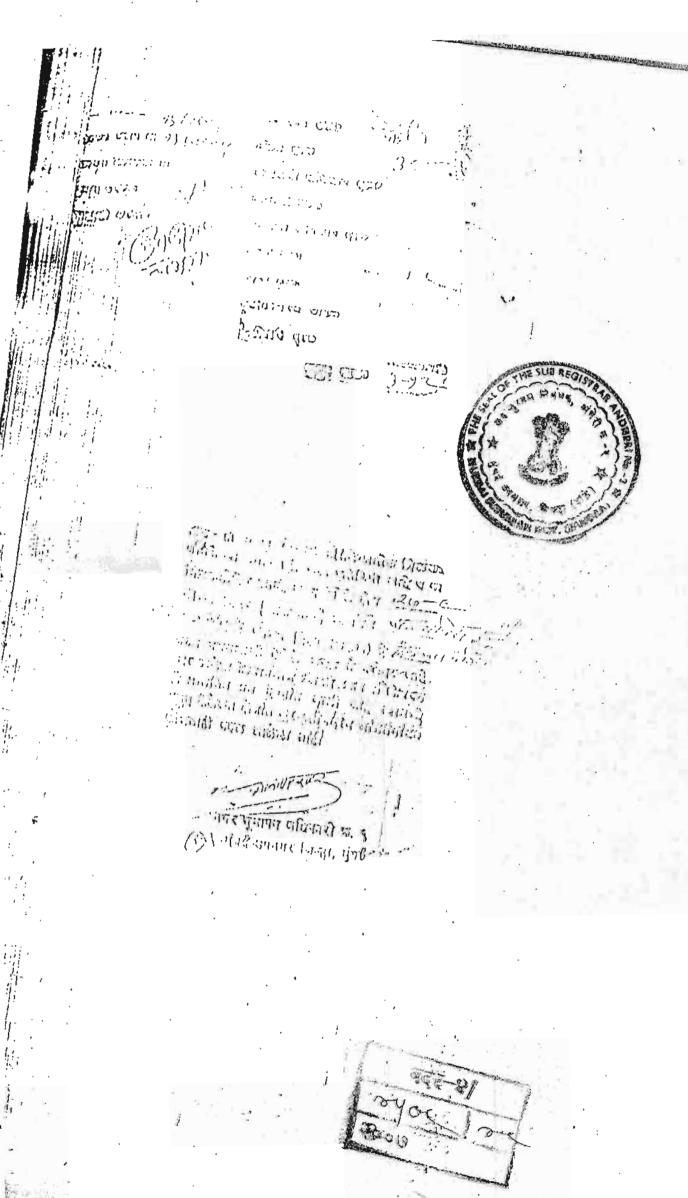


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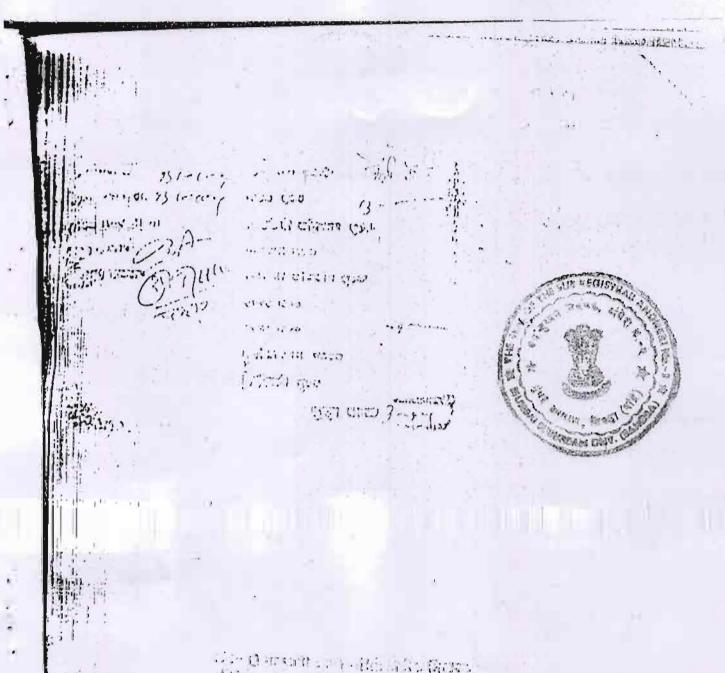




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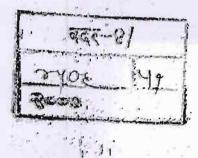


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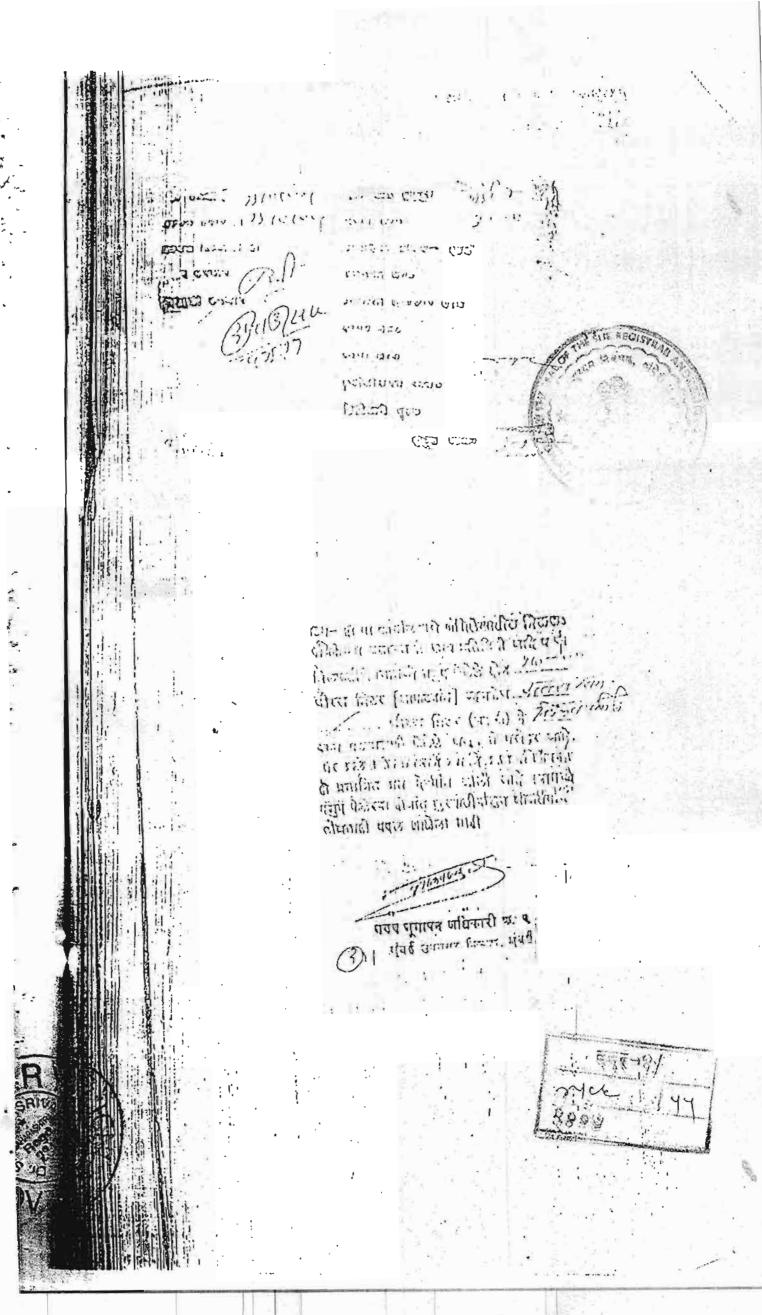
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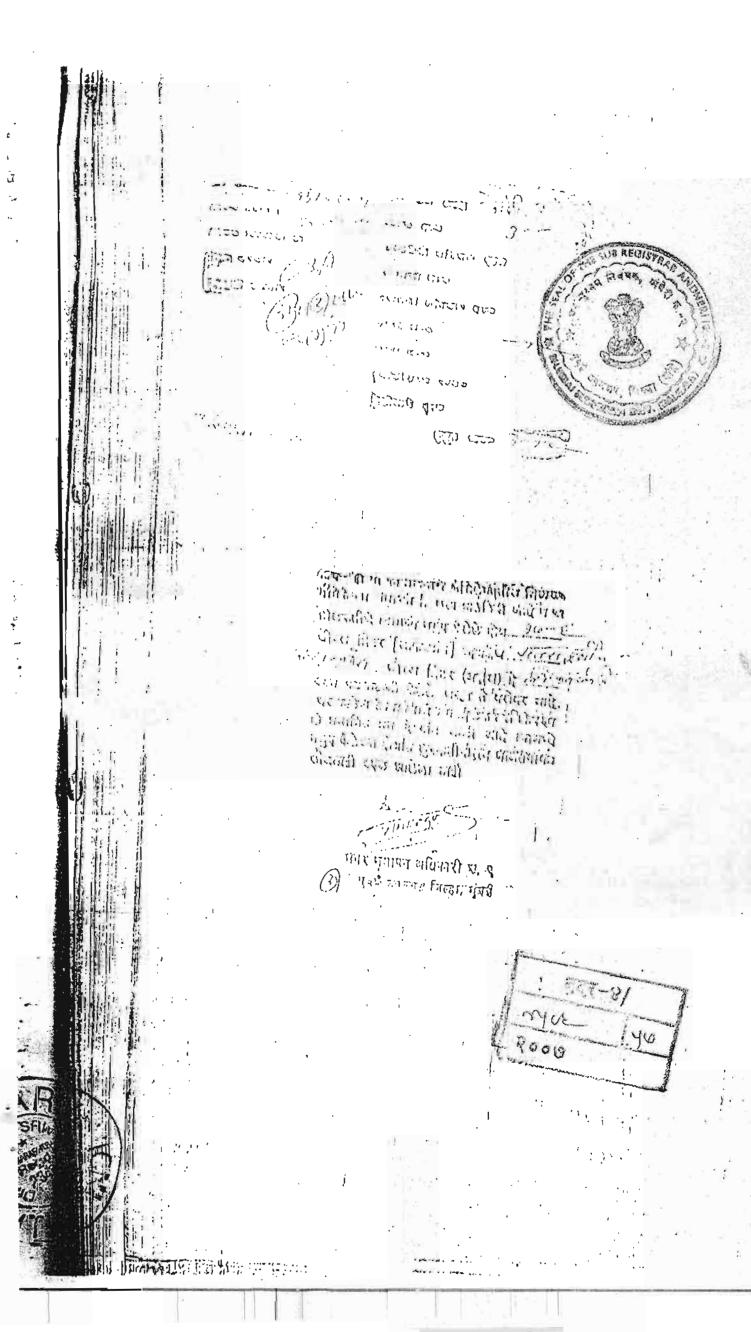
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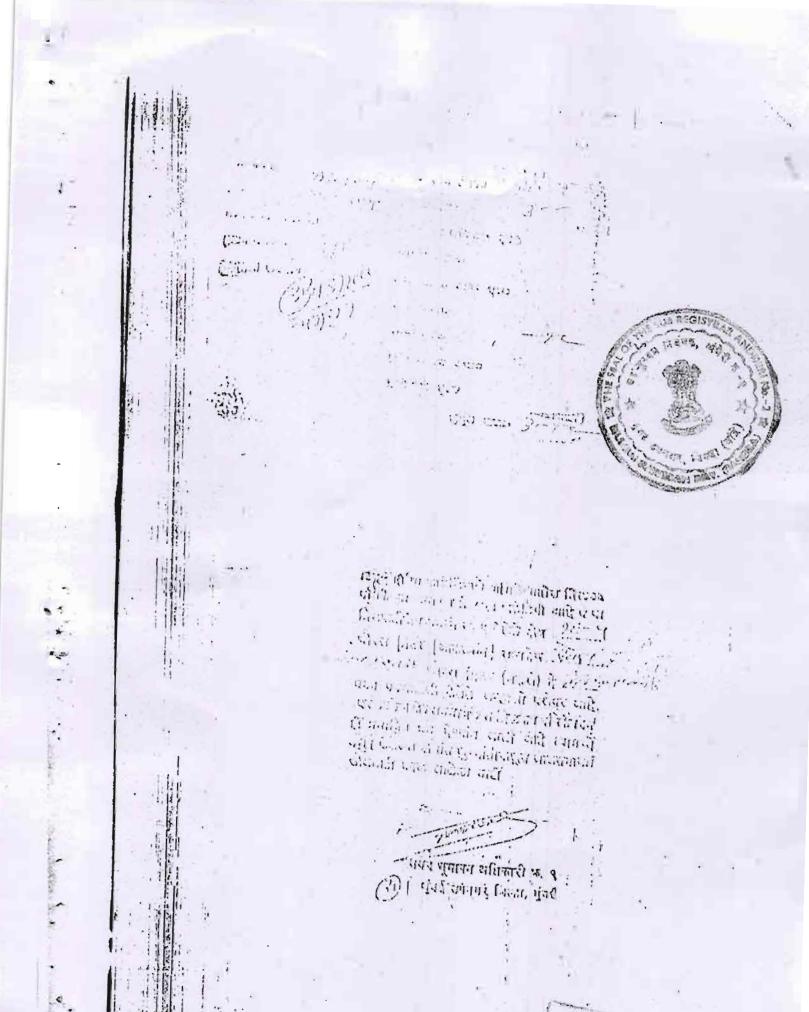
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गायाचे नाव: चकाला

(1) विलेखाचा प्रकार, भोबदल्याचं स्थरूप नायण कर्न व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) गाँउदला के 630,000,00

(2) भू-मापन, पोटहिस्सा व धरक्रमांक (असत्यास)

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

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(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पता

(6) दस्तऐवज करून घंण्या-या पक्षकाराचे नाव व संपूर्ण पता किंवा दिवाणी न्यायालयाचा हुकुमनाम। किंवा आदेश असत्यास, वादींचे नाव व संपूर्ण पत्ता

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(7) दिनांक (8)

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> धान मुहाक हा पालिय **ए**यंद्र संदर्भ

मुंबई.

सा दस्तऐबजातील भारतमें कर वाजारमूल्य ६पके 12 3000/-(अक्षरी रुपये निर्माण रिवारिक निर्मात करणात अक्षारो हमये अर की भरते के मुद्रांक युद्ध कार्य ! 12 750 - here हमा कार्य नार कार्य आकर्ती कार वहांका आहरा की हार्य कार्य ! 12 750 - here हमा भरते हे मुद्रांक युद्ध कार्य ! 12 750 - here हमा अर वहांका आहरा की कार्य की कार्य आहरा कार्य आहरा की कार्य आहरा की कार्य आहरा की कार्य आहरा की कार्य आहरा

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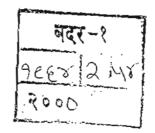
मुर्जात जिस्ताधिकारी, वंदेशी (Andham) Subject to the Provision of

Section 53-A of the Bombay Stamp Act-1958. SALE is made at Mumbai this 30 %

M day of March BETWEEN M/S. RAVE CONSTRUCTION CO., 2000 registered Partnership firm having its Office at 35/36, Plaza, V.L. Mehta Rd., JVPD Scheme, Ville Parle (W). BOMBAY 400049, herein referred to as "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being said firm the servivors or survivor of them, their/his the spective heirs, executors, administrators and assigns) of the ONE AND MRS. V. K. RATHOUR having address аt 109, Industrial Estate, Chakala Road, Andheri (East), Mumbai - 400 099 hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the OTHER PART:



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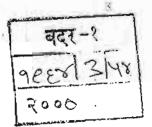
#### AHEREAS:

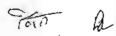
- tered at the Sombay Sub Registry under serial No. 2029 of 1980)

  RAZANKIYA PISUWALA & Others conveyed unto Vendors an immovable Property admeasuring 1416.40 Sq. Mtrs (1506 Sq. Mtrs as per City Survey Property Cards) together with structures thereon being Plot No.1 of Survey No.28 Hissa No.4 bearing C.T.S. No. 491, 491/1 to 10 Situate at Chakala Road. Andheri (East) in Greater Bombay and Particularly described in the Schedule thereunder, written as also in the schedule hereunder (herein referred to as "the said Property").
  - 2. The Vendors have constructed on the said property a new building (having commercial user) by way of redevelopment of the property and the said building plans are approved by the Municipal Corporation of Greater Bombay under No. CE/1944/WS/AK DT. 24/04/96 (herein referred to as "the said Building").
  - 3. The said building is having wings being Wing A, Wing B and Wing C. The said building is of ground and 4 upper floors, Wing "C" is reserved for providing permanent alternate accommodation to the Tenants of the existing structure on the said Property.
  - 4. The ground floor of the Wings A and B is having shops and each shop shall have an exclusive basement under it.



- 5. The entire building including basement is earmarked for Commercial User. The said Building is constructed under the supervision of Architect M/s. H. M. Javeri & Sons.
- 6. At the request of the Purchaser the Vendors have agreed to sell to the purchaser Office premises No. 305 on the third floor of Wing A in the said Building (herein referred to as "the said Premises").
- The Purchaser has demanded from the Vendors and the Vendors have given inspection to the Purchaser of all the documents of title relating to the said Property, the plant designs and specifications prepared by the Owners Architects in the said Building and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Kules made thereunder.
- 3. Copies of the Property Card in respect of the said Property and the copies of the plans and specifications in respect of the said building premises agreed to be sold to the Purchaser as hereinafter mentioned, have been verified by the purchaser & the purchaser has satisfied himself about the Title of the said property.
- 9. Copies of Certificate of title issued by M/s. Kirit Damania & Co. Advocates & Solicitors of the Owners, copies of property card in respect of the said property showing the nature of the title

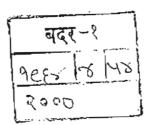




of the Owners to the said land on which the building has been constructed and the copies of the plans and specifications of the premises agreed to be purchased by the purchaser approved by the concerned local authority have been annexed hereto and marked Annexure "A", "8" & "C" respectively.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1. The Vendors have constructed on the Property bearing CTS No. 491, 491/1 to 10 admeasuring 1416.40sq. mtrs. (1506 Sq. Mtrs as per City Survey Property Cards) situate at Chakala, Andheri (East) in Greater Bombay and particularly described in the First Schedule hereunder written a building known as SHUBHAM CENTER NO. 2 (herein referred to as "the said Building") comprising of 3
- (herein referred to as "the said Building") comprising of 3 Wings (being Wing A, B and C). The said Building is of ground floor and 4 upper floors.
- 2. Wing A and Wing B is having shops on the ground floor and each shop is having exclusive basement premises below the shop.
- 3. Wing C is reserved for providing alternate accommodation to the Tenants in the existing structure on the said property.
- 4. A. The Vendors have informed the Purchaser and the Purchaser is aware that the Owners propose to construct additional floors on the said Building on obtaining the necessary Transferable Development Rights (TDS) in respect of the Floor Space Index

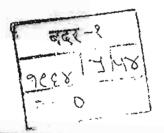


FSI) of other properties as permissible under the provision he Development Control Regulations and utilising such FSI in such additional floors. The Purchaser onfirms and gives his irrevocable consent to the owners construct such additional floors in any Wings of the said Building by utilising the floor space index of the other properties to be obtained by the owners by way of TDR and that the additional areas so constructed shall belong absolutely to the Owners who shall be entitled to deal with and dispose of the same on ownership basis and the purchaser shall have no objection to the same. The Vendors have informed the Purchaser that such additional floors shall also be utilised for the purpose of commercial as committed under Development Control Regulation. The so informed the purchaser that each such additional floor

b. IT IS EXPRESSLY AGREED AND CONFIRMED by the purchaser that the right of the owners to construct additional portions or floors on the said building as also to construct additional structures on the said property as aforesaid is an integral part of this contract and the sale of the unit to the purchaser and the purchaser will not in any manner object to the promoters constructing such additional floors on carrying out any additional construction work on the said building by constructing additional structures on the said property or the purchaser shall not

contain one or more commercial units as may be desired

and as approved by the Municipal Corporation



Greater Bombay and other Concerned Authorities.

Owners

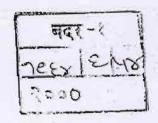
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be entitled to ask for abatement in the price of the premises or claim any compensation or damages on the ground of inconvenience or on any ground whatsoever.

c. The Purchaser also confirms that he has prior to execution of this Agreement taken inspection of R.C.C. plans of the building and has satisfied himself/herself about the structural strength of the said building to bear the load of such additional floors in the said building and that the purchaser shall not be entitled to raise any requisition or objection upon any matters relating to the structural strength of the said building and such additional floors.

the Purchaser/s is/are aware that a weigh Bridge Stands

the Plot adjoining the said Property. The Vendors have by and under agreement dated 15th May 1994 granted right of way from the said property to the owners of said weigh bridge. The Owners of the said weigh bridge and or members of their family and or their associated conducts the said Weigh Bridge and will continue to conduct the same in future. The Purchaser/s shall not at any time raise any objection to the said Weigh Bridge or to the activities in the course of conduct of the said weigh bridge or to the grant of said right of way or ask for abatement in the price of the said premises or claim any compensation or damages on the ground of inconvenience or any other whatsoever. Cooperative Housing Society or Limited Company or a Body Corporate to be formed of the purchasers and allottees of the offices,



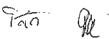
ops and other premises in the said building constructed on the id land shall abide by the said Agreement dated 15th may 1994 hd the purchaser/s hereby grant/s his/here/their consent in that shalf. It is agreed that this provision is without prejudice to me other terms and conditions contained in this Agreement.

The said Building has been constructed by the Owners in accordance with the Building Plans prepared by the Architects and anctioned by the Concerned Authorities as aforesaid with such codifications and/or amendments thereto as the Owners may have noncorporate therein as aforesaid. The premises in the said Building is containing amenities as per the particulars given in the Second Schedule hereunder written.

The Purchaser has taken due inspection of the sanctioned Building plans from the Concerned Authorities in respect of the said Building.

- 8. The purchaser has prior to the execution of this Agreement ratisfied himself/herself about the title of the Owners to the said property described in the First Schedule hereunder written and the purchaser shall not be entitled to further investigate the title of the said Owners and no requisition or objection shall be raised upon any matter relating there to.
- 9. The Vendors shall sell to the Purchaser Shop/Commercial premises on the third floor of Wing A/B in the said Building constructed on the said property (here in referred to as "the said premises). Plans in respect of the said premises is here to annexed and marked as ANNEXURE "D".



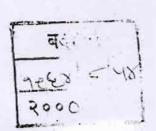


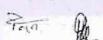
o. The area of the said premises is 282.00 sq. ft.

1. The purchaser has paid to the Vendors sum of Rs., 92,000/- as the purchase price in respect of the said premises. The purchase price of Rs. 4,92,000/- is inclusive of price of common areas and facilities of the said Building. It is specifically agreed that the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided shart 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 of Rs. 4,92,000/-

in 12. It is expressly agreed and the Purchaser is aware that as a presult of changes in the building plans of the said Building the share of the said premises in the said common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorises the Owners to so increase or decrease the said share of the Premises in the said common areas and facilities of the said Building and/or the said Property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

- 13 The said premises is ready for possession.
- 14. Nothing contain in this Agreement shall be construed so as



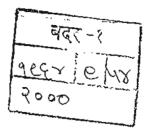


he said Property or the said Building or any Part thereof inluding the said premises. It is agreed by and between the paries that such conferment shall take place on the execution of he Conveyance in favour of a Co-operative Society as hereinafter entioned.

5. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terrace and other premises will remain the property of the Owners until the said Building is transferred to the proposed Co-operative Society as hereinafter mentioned, subject however, to the rights of the Owners as herein stated.

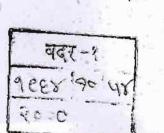
It is hereby expressly agreed that the Owners/Vendors shall be antitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing hopes, maternity homes or for commercial users, shops, consulting rooms, banks or any non-residential user as may be permitted by the Concerned Authorities and/or an other use that may be permitted by the said Authorities and the 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 any one or more of the aforesaid purposes by the respective Purchaser there-

17. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Owners and they shall be entitled to deal with and dispose of the said in such manner as





hey may deem fit. In the event of the Owners obtaining permision from the Concerned Authorities for constructing one or remises on the terrace then the Owners shall be entitled to sell uch premises that be constructed by them on the terrace together the terrace to such persons and at such rate and on erms as the Owners may deem fir. The Owners shall be entitled in hat event to allow use of such entire terrace to the Furchaser of such premises proposed or constructed on the terrace and errace shall then be in exclusive possession (as owner) of purchaser of such premises proposed or constructed on the ace. In the event of the Owners constructing more than one prem on the terrace, the Owners shall be entitled to sell oncerned premises together with the portions of the proportionate to and/or appurtenant thereto. The Society to formed by the Purchasers of premises as stated hereinafter admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive to them in the terrace as aforesaid. In the event of any tank on the terrace for the said building being structed or any other common facility being provided on then the Society shall be entitled to depute its sentatives to go to the terrace for the regular check up and keep and for carrying out repairs to the tank/tanks and/or common facility at all reasonable times and/or during such as may be mutually agreed upon by the Purchaser of such premis

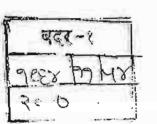


the terrace and the Society.

Until execution of the Conveyance as herein mentioned the whers shall have full right, if so permitted by Concerned the to make additions to the said Building such dditions (additional construction) shall be the property of the The Developers shall be entitled to dispose off dditional constructed area (including additional floors) in such they may deem fit. It is expressly agreed and irmed by the Purchaser that the right of the Owners to dditional floors on the said Building is an integral part this contract for the sale of the said premises to the Purchaser and the Purchaser hereby expressly agrees that he/she/they ot hany manner object to the Owners carrying out any additional construction on the said Building. The Purchaser hereby gives his/her/their irrevucable consent to the Owners carrying construction of additional floors/areas on the said Building aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building plans may be approved by the Concerned Authorities.

19. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the purchaser in respect of the said premises the Vendors shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in respect of the said Property. The Vendors shall also be free to construct additional structures like sub-station for electric-

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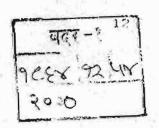


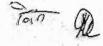
office Co-operative Societies' office, Co-operative Departstores, temple or place of worship, covered and enclosed rages in open compound, underground and overhead tanks, watchman's cabin, toilet units for domestic servants, eptic tank and soak pits the location of which are not particuarly marked upon the ground floor plans or lay out plan of The Purchaser shall not interfere with the Property. ights of Owners by raising any disputes or Court Injunctions Section 7 of the Maharashtra Ownership Flat Act, ind/or under any other provision of any other applicable law. The where shall always be entitled to sign undertakings and indemtiks on behalf of the Purchaser as required by any Authority of he State or Central Government or Competent Authorities under law concerning construction of buildings for implementation

20. The Purchaser shall be liable for payment of Municipal rates and taxes and other outgoings appertainable to the said Premises from the date of Occupation Certificate obtained from B.M.C.

their scheme for development of the said property.

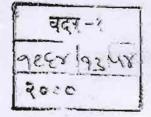
- 21. The said building shall be constructed and completed in accordance with the plant and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Owners as herein above set out.
- 22. The said Property with the said Building shall be conveyed to a Co-operative Housing Society registered for the said Building. The said Society shall be registered only after the said





roperty shall have been fully developed and all the premises in he said Building are sold and disposed of. The Purchaser shall ecome a member of the said Society (which is to be formed solely or the purpose of the said Building) and the Owners shall execute the Conveyance in respect of the said property with the said uilding in favour of the said Co-operative Society. Until such onveyance is executed the right of the Purchaser hereunder shall e confined only to the said premises and the Purchaser and/or he Society to be formed for the purpose of the said Building hall have no right on any portion of the said Property. The conferment of right shall take place only in respect of the larger property and the said Building in favour of the Co-operative Society on the execution of the Conveyance in its favour as a foresaid.

The Conveyance in respect of such Co-operative Society shall be executed only after the said Property shall have been fully developed as aforesaid. Even after the Co-operative Society for the said Building shall have been formed as aforesaid the Developers shall have full right and authority to develop the said property and the entire Floor Space Index (F.S.I.) of the said property to be utilised on the said Property as also additional FSI of other Property that may be obtained by way of Transferable Development Rights (TDR) and/or under the other provisions of the Development Control Regulation for utilisation on the said property shall continue to be under the Ownership and control of the Owners who shall be entitled to utilise the same



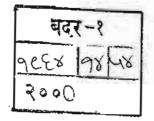


r their benefit in development of the said Property and the rchaser and/or the said Society to be formed for the said silding as aforesaid shall have no right of any nature whatsoevin respect thereof.

So long as the various premises in the said building shall be separately assessed by Local Body for the purpose of roperty taxes, water charges and rater the Purchaser shall pay he proportionate share of such taxes, rates, and other outgoings seessed on the whole building. The Purchaser shall tentatively ay Rs. 1.50 per Sq.Ft. per month for maintainence to the Gwners for the above with effect from the date of Occupation Certificate bhained from BMC of the said premises. The purchaser shall also be liable to pay municipal tax over and above Rs. 1.50 per sq.ft.

The Owners shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold Premises. In case the Conveyance is executed in favour of the Co-operative Society before the disposal of by the Owners/Vendors of all the premises, then in such case, the Owners shall join in and as and when such premises are sold, to the persons of their choice and at the discretion of the Owners, the Co-operative Society shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.

26. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the



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e condition, state and order in which it is delivered to /her/them and shall abide by all bye-laws, rules and regulatins of the Government, Local Bodies and Authorities, Electrici-Supply Company, the Co-operative Society, and shall attend to wer and be responsible for all actions and violations of any the conditions or rules or bye-laws and shall observe and form all the terms and conditions and covenants contained in a Agreement.

The Purchaser hereby covenants with the Developers to obrve and perform the covenants and conditions in this agreement
d to keep the Owners/Vendors fully indemnified against the said
servance and performance of the said covenants and condition
cept so far as the same ought to be observed by the
iners/vendors. The Purchaser also agrees and undertakes all the
cilities to the owners to carry our additional construction
ork on the said building.

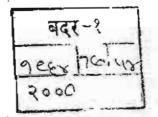
ign and execute applications for the formation and registration f the society including the bye-laws of the proposed society ithin Ten days of the intimation by the Vandors. No objection hall be raised to the changes in the draft Bye-laws as may be equired by the Registrar of Co-operative Societies and/or 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 Owners and the Purchaser of

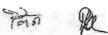


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thout interest and the Owners shall be entitled to utilise such posits towards payment of taxes and other outgoings. In the ent of the Purchaser making any default in payment thereof gularly as agreed to herein by him/her/them, the Vendors/Owners II have right to take legal action against the Purchaser for covering the same. After the Society as aforesaid shall have sen formed and the said Building shall have been transferred addor conveyed to the Society the Owners/Vendors shall hand over he said deposit or the balance thereof to such Society.

- 2. The purchaser shall allow the Dwners and their surveyors and lents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the urpose of repairing any part of the said Building and for laying ables, water pipes, fittings, electric wires, structures and uilding and also for the purpose of cutting of the supply of later and other services to the premises of any other premises where 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/here/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.
  - 53. In the event of the said Society being formed and registered before the sale and disposal by the Owners/Vendors of all the premises in the said Building the powers and authority of the Society and the purchasers of the premises therein shall be

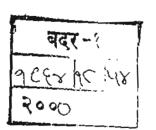


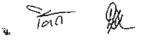


rning development of the said Property as also construction of ditional structures and all amenities pertaining to the same d in particular the Owners shall have absolute authority and introl as regards any unsold premises and the sale thereof. The ners shall have a right to complete the said Ruilding and to 11 and dispose of for their benefit all unsold Premises in the 16 Buildings.

be done any additions or alterations of whatsoever nature in id premises or any part thereof without obtaining prior itten. The purchaser shall pep the said premises Walls, partitions, sewers, drains, pipes appurt thances thereto in good and tenantable repair and ondition and in particular the said building so as to provide helter to and protect the parts of the said building other than is/her/their premises. The Purchaser shall not permit the losing of the niches or balconies or make any alterations in the utside elevations and outside colour scheme of the premises to e allotted to him/her/them. However this restriction shall not notude any alterations within the said premises which are not tructural in nature.

5. If any additions or alterations in or about or relating to he said building are required to be carried out by the Government, Local Authority or any other statutory Authority, the same

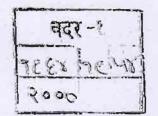




Il be carried out by the purchasers of various premises in the d Building at his/her/their own costs and the Vendors shall be in any manner liable or responsible for the same.

The Purchaser shall not do or permit to be done any act or ing which may render void or voidable any insurance of any emises or any part of the said Building or cause any increased emium to be payable in respect thereof or which is likely to use nuisance or annoyance to users and occupiers of the other emises in the said Building. However it is clarified that this es not cast any obligation upon the Owners to insure the building or premises agreed to be sold to the Purchaser.

After the said Building and premises to be constructed by tendeners on the Property are complete and ready for occupation and after the Society for the said Building as aforesaid is egistered and only after all the premises in the said building that have been sold and disposed off by the Owners and the erms of the Agreements with the Purchasers of all the premises in the said Building the Owners shall execute in favour of the aid Society a Conveyance in respect of the said Property and the said Building. Until the execution of the Conveyance, the possession of the said Property and the said building and premises thereon shall be deemed to be of the Owners and the purchaser who have been given possession of the premises agreed to be sold to bim/here/them shall be merely a licensee thereof.





The Purchaser hereby agrees that in the event of any amount way of premium or security reposit or fire cess betterment arges or development tax of security deposit for the purpose of aining water connection for the said Building or for any other prose in respect of the said Building or any other tax or syment of a similar nature is raid to the Municipal Corporation to the State Government or becoming payable by the Owners the same shall be reimbursed by the Purchaser to the Vendors/Owners in proportion in which the area of the said Premises agreed to be equired by the Purchaser shall bear to the total built up area vailable for construction on the said Property and in determining such amount, the decision of the Owners shall be conclusive and binding upon the Purchaser.

2. It is further agreed by the Purchaser that a the time of anding over possession of the said premises to the Purchaser, he purchaser, shall reimburse to the Vendors/Owners proportionite IOD, deposits and other refundable deposits paid by the Owners in respect of the said Building. Such proportion shall be determined by the Vendors in their absolute discretion having regard to the proportion in which the built up area of the said premises shall bear to the total built up area of the said Building.

43. The deed of Conveyance and other documents for transferring the title in favour of the said Society in respect of the larger Property and said Suilding shall be prepared by M/s. Kirit N.

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mania & Co. and the same will contain such covenants and condions as the said Advocates and solicitors shall think reasonable id necessary having regard to the development of the said operty.

rms of this Agreement of any forbearance or giving time to the rchaser shall not be considered as Waiver on the part of the velopers of any breach or non compliance of any of the terms of conditions of this Agreement by the purchaser nor shall the time in any manner prejudice the remedies of the Owners/Vendors.

The Owners shall be entitled to alter terms and conditions the Agreement relating to the unsold premises in the said ilding of which the aforesaid premises form part and the puraser shall have no right to object to the same.

to whosoever hands the said oremises may come, doth herety venant with Vendors/Owners as follows:

nantable repair and condition from the date the possession of e said premises is taken and shall not do or suffer to be done ything in or to the building in which the said premises is tuated, and also in the stair-case or any passages which may be ainst the rules, regulations or bye-laws of the concerned local any other authority or change/alter or make addition in or to e Building in which the said premises is situated and the said emises itself or any part thereof.

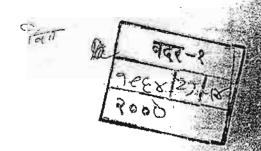
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The Purchaser hereby agrees that in the event of any amount way of premium or security deposit or fire cess betterment larges or development tax of security deposit for the purpose of aining water connection for the said Building or for any other impose in respect of the said Building or any other tax or syment of a similar nature is paid to the Municipal Corporation to the State Government or becoming payable by the Owners the ame shall be reimbursed by the Purchaser to the Vendors/Owners in proportion in which the area of the said Premises agreed to be equired by the Purchaser shall bear to the total built up area vailable for construction on the said Property and in determining such amount, the decision of the Owners shall be conclusive and binding upon the Furchaser.

2. It is further agreed by the Purchaser that a the time of anding over possession of the said premises to the Purchaser, he purchaser, shall reimburse to the Vendors/Gwners proportion—the IOO, deposits and other refundable deposits paid by the owners in respect of the said Building. Such proportion shall be determined by the Vendors in their absolute discretion having regard to the proportion in which the built up area of the said premises shall bear to the total built up area of the said Building.

43. The deed of Conveyance and other documents for transferring the title in favour of the said Society in respect of the larger Property and said Building shall be prepared by M/s. Kirit N.



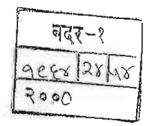
Not to store in the said premises any goods which are of tardous, combustible or dangerous nature or are so heavy as to mage the construction or structure of the said Building or pring of which goods is objected to by the concerned local or her authority and shall not carry or cause to be carried heavy ckages to upper floors which may damage or are likely to damage e staircase, common passages or any other structure of the said ilding including entrances of the said building and in case of y damage is caused to the said Building or the said premises on count of negligence or default of the Purchaser in this behalf, he purchaser shall be liable for the consequence of breach.

premises and maintain the said premises in the same condicon, state and order in which they were delivered by the Vendors
the Purchaser and shall not do or suffer to be done anything
or to the Vendors in which the said premises are situated or
he said premises which may be forbidden by the rules and regulaions and bye-laws of the concerned local authority or other
ublic authority. And in the event of the Purchaser committing
ny act in contravention of the above provision, the Furchaser
hall be responsible and liable for the consequences thereof to

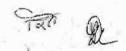
d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be make any addition or alteration in the elevation and outside colour scheme

the said Building and to keep the portion, sewers, drains, and pes in the said premises and appurtenances thereto in nantable repair and condition and in particular so as to rt shelter and protect the other part of the said Building and e Purchaser shall not chisel or in any other manner damage the lumns, beams, walls, slabs or R. C. C. Pardis or other strucral members in the said premises without the prior rmission of the Vendors and/or the Co-operative Society. In se on account of any alterations being carried out by the rchaser in the said premises (whether such alterations ermitted by the Concerned Authorities or not) there shall be any amage to the adjoining premises or to the premises situated low or above the said premises (inclusive of leakage of water damage to the drains) the Purchaser shall at his own costs expenses repair such damage (including recurrence of such

- e) Not to throw dirt, rubbish rags, garbage or other refuse or ermit the same to be thrown from the said premises in the com-
- f) Pay to the Developers within 7 days of demand 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 said building.
- (g) 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



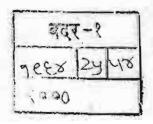
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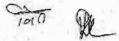


thority, on account of change of user of the said premises by

The purchaser shall not let, sub-let, transfer, assign, or it with Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said femises or any part thereof until all the dues payable by the irchaser to the Developers under this Agreement are fully paid and only if the Purchaser has not been guilty or breach of or in-observances of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing the rendors for the purpose. Such transfer shall be only in avour of the Transferee as may be approved by the Developers.

and purchaser shall observe and perform all the rules and significant which the Co-operative Society may adopt at its noneption and additions alterations or 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 or the time being of the Concerned Local Authority and of the overnment and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down the society regarding the occupation and use of the said remises in the Building and shall pay and contribute regularly and conctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.





Till Deed of Conveyance in respect of the larger Property d the said building is executed the Purchaser shall permit the velopers and his Surveyors and Agents, with or without workmen d others, at all reasonable times, to enter into and upon the id land and building or any part thereof to view and examine le state and condition thereof.

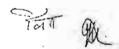
) To observe and perform all the terms and conditions venants to be observed and performed by the Purchaser as pt in this Agreement (including in the recitals thereof) e Purchaser neglects, omits or fails to pay for any reason hatsoeved to the Vendors the amounts payable under the terms and of this Agreement (whether before or after the delivy of the possession) within the time specified for the payment hereof or if the Purchaser shall in any other way fail to orm or observe any of covenants and stipulations herein ained or referred to the Vendors shall be entitled to reenter pon and resume possession of the said premises and everything hatsoever therein and this Agreement shall cease and stand erminated. The Purchaser herein agrees that on the Developers eentry on the premises as aforesaid all the right, title, nterest of and purchaser in the said premises and under this greement shall cease and the Purchaser shall also be liable for mmediate ejectment as a trespasser. The Purchaser shall therepon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Purchaser except the outgoings apportionable to the said premises till the





e of such termination) shall after Sixty days of such terminan be refunded by the Vendors to the Purchaser.

All costs, charges and expenses in connection with preparaon, engrossing, stamping and registering conveyance and any
her documents required to be executed by the Vendors, or by the
rchaser, stamp and registration charges in respect of such
cuments transferring land and Building in favour of the Coerative Society as well as the entire professional costs of the
vocates of the Vendors in preparing and/or approving all such
cuments shall be borne and paid by the Society or proportion—
ely by the members of such Society. The Developers shall not
intribute anything towards such expenses. The purchaser shall
in demand pay to the Developers his proportionate share in regard
the above. The amount payable under this clause is in addiion to the amount as mentioned in clause 40 above.





## THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece & parcel of land or ground contain...

measurment 1694 Square yards equivalent to 1416.40 Square

tres or thereabouts together with the building standing thereon

Chakala Greater Bombay in the Registration District of Bombay

burban bearing plot No. 1 of Survey No. 28 Hissa No. 4 and

aring CTS NO. 491 and bearing Municipal Ward K/E ward No. 2514

d street No. 3-A Chakala Road Andheri, Bombay and Bounded as

OR TOWARDS THE EAST : BY CHAKALA CROSS ROAD.

OR TOWARDS THE WEST : BY COMMON PASSAGE.

POR TOWARDS THE NORTH : BY COMMON PASSAGE AND PARTLY

BY THE PROPERTY OF ANKALET MARIAM

GHOUSAL.

TO RAGHUMAL SOBHRAJ KATHURIA.

## THE SECOND SCHEDULE ABOVE REFERRED TO

## IST OF AMENITIES

ollows i.e. :-

- . RCC frame structure.
- . Tiles flooring.
- . Entrance doors with flush shutters with safety chain & aldrop.
- . Aluminum sliding windows.
- All external walls to be painted with cement paint & internal alls with white wash.
- 6. Concealed electric wiring.





IN WITNESS WHEREOF, the Developers and the Purchaser/s
have hereunto set and subscribed their hands and seal the day and
ear first hereinabove written.

IGNED AND DELIVERED BY THE )

ithinnamed "VENDORS" )

/S. RAVI CONSTRUCTION CO. . )

n the presence of...

SIGNED AND DELIVERED by the )

ithinnamed "PURCHASERS" ) Tank

rs. V.W. Rathour.

in the presence of...

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MINNEXURE 'A' Municipal Corporation of the Late of the L No. CE/1941/115/ACC OF S 4 SEP 1990 La inglace CCUPANCY CHATTETIATE Procesipal Cffee, ft K. Parlan En Candia (West), Humbal-100 Cena-101 Shri Bakir F. Jhavert, Con .- . t or sailing, worderly, on and (thick), in The rull accord accord for all accorded at Condedia. Clarated at Condedia. C obtained from the start and then 270-A of A.M.C. Act shall bar with the test of the start bar as the start b The A sot of condition completion plan is returned exposite Yours faithfully, Executive (Finding Proposals (W.S.) K/E, P Wirds. 1/19.0.98, 2000

1 or, 1 or .

Other 22 (9 (5 - 22 3) 17, 2072 0.0 (fax)

Hear, 1 462 00 03

Other .

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This is to confirt that we have investigated the tatche Construction Co. o the above Property.

The above Property is clear and narhetable.

Bonbay, Bared this 17th Day of October 1994

FOR KIKET H. DAMANIA 6300

PROPRIETOR

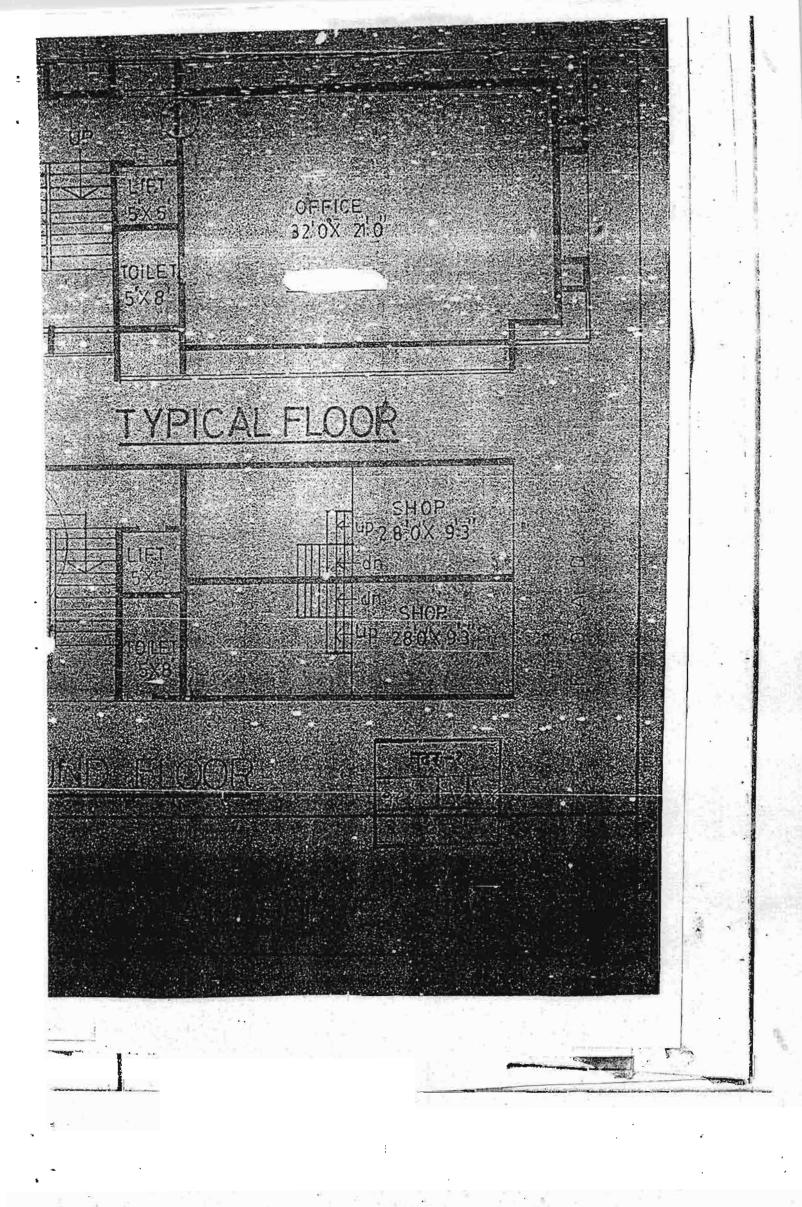


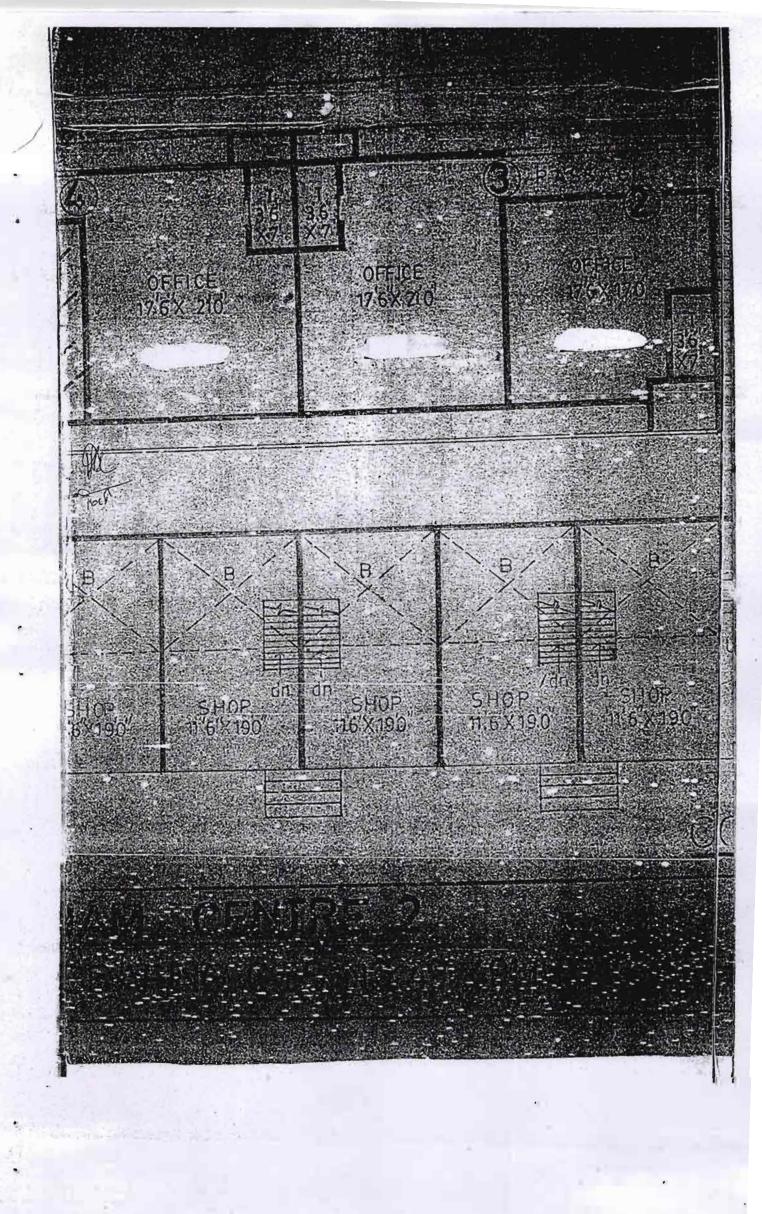
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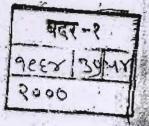
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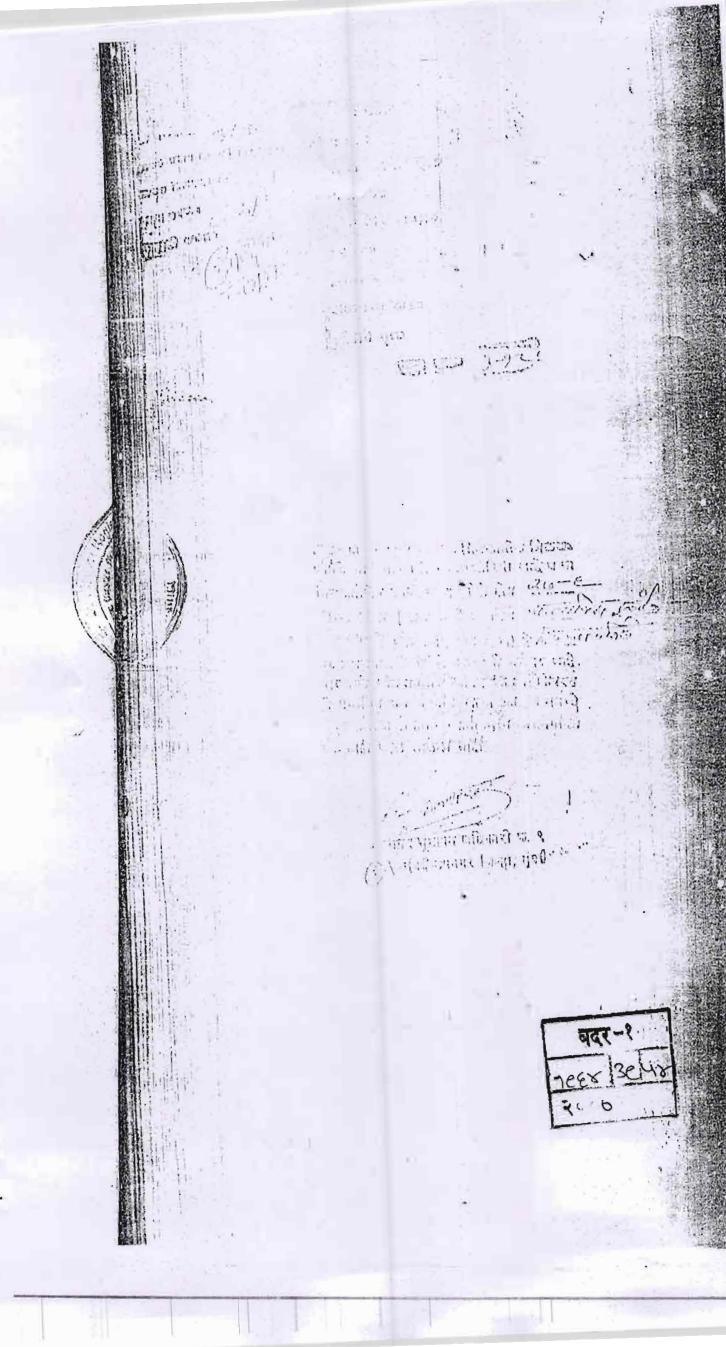
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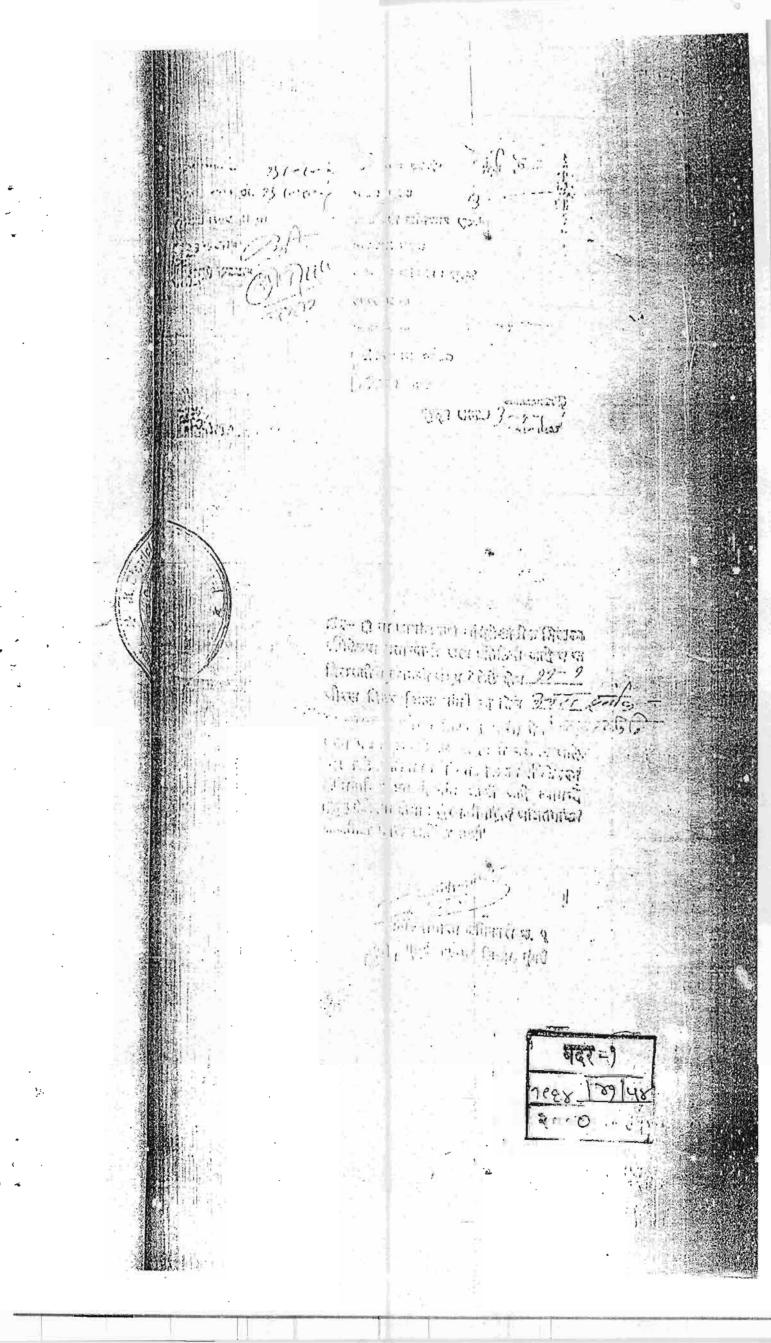


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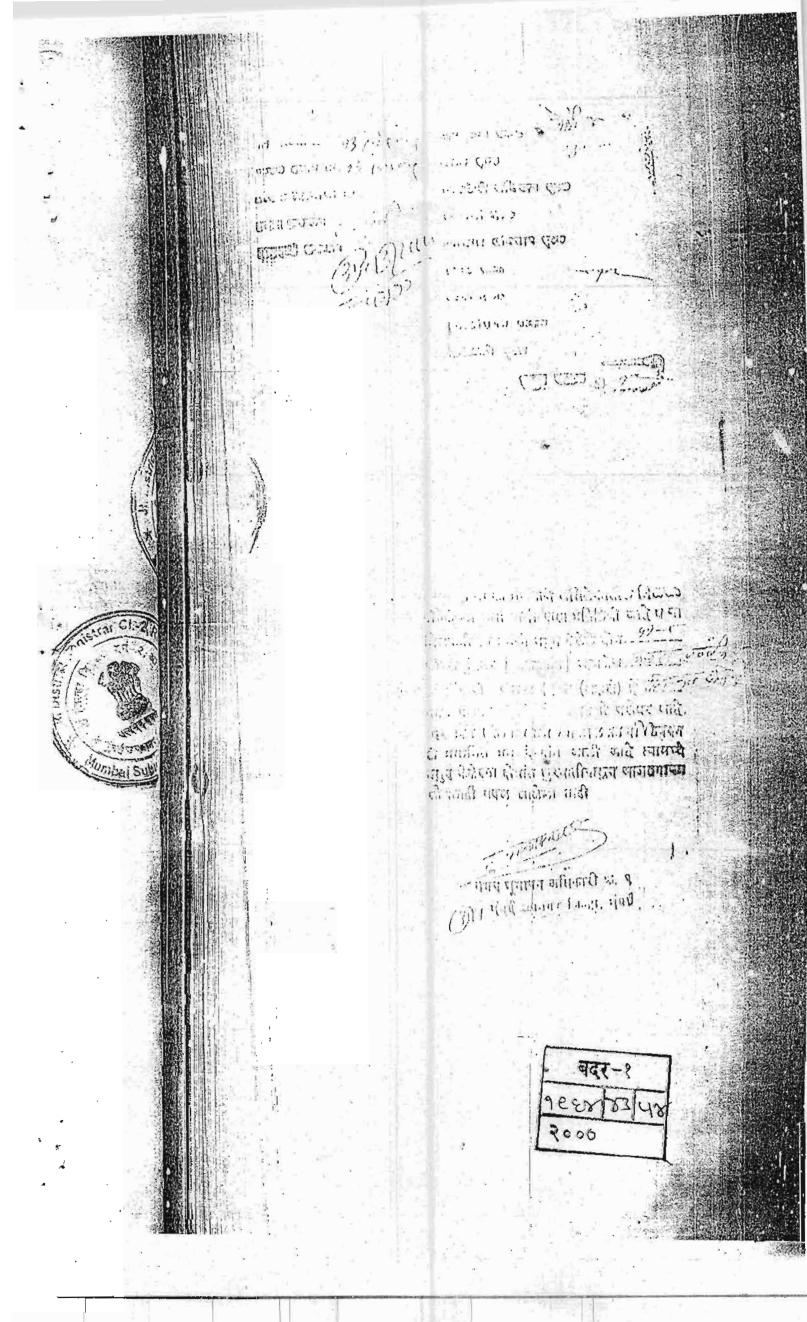
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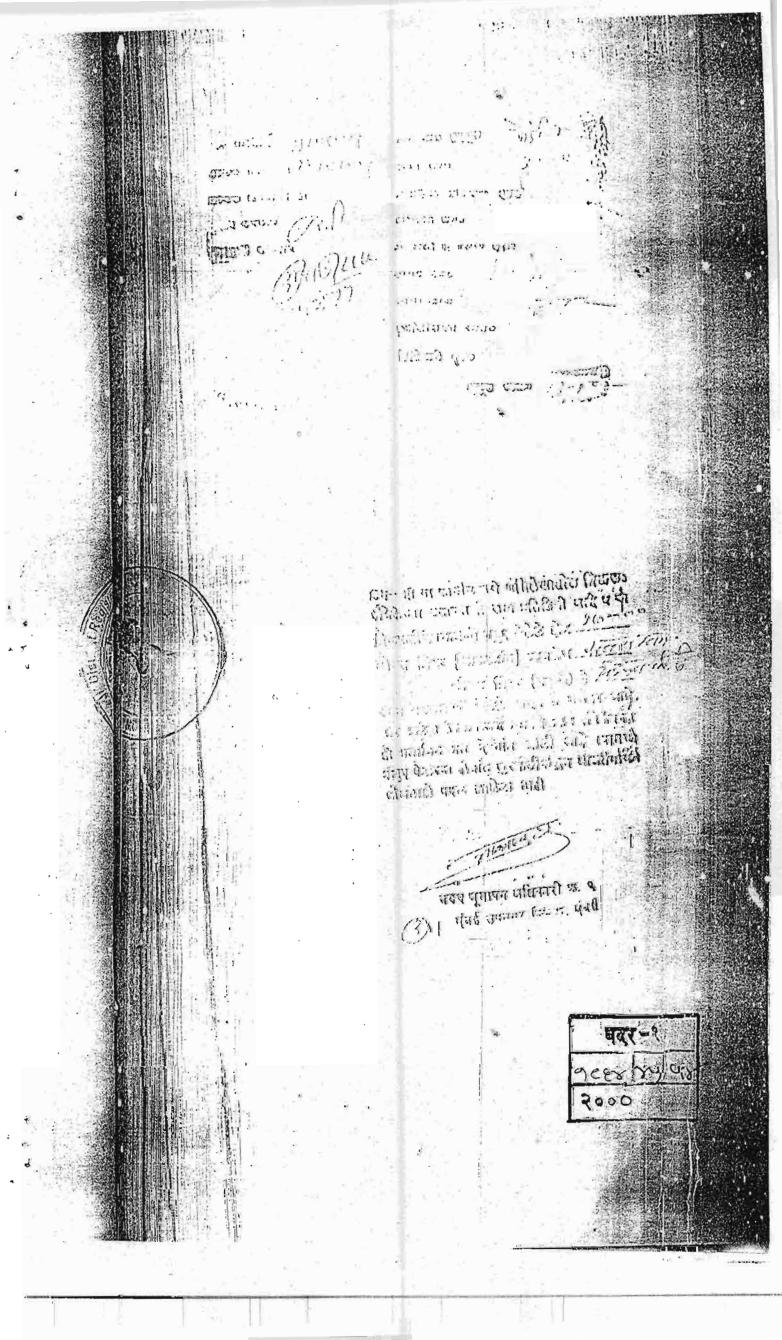


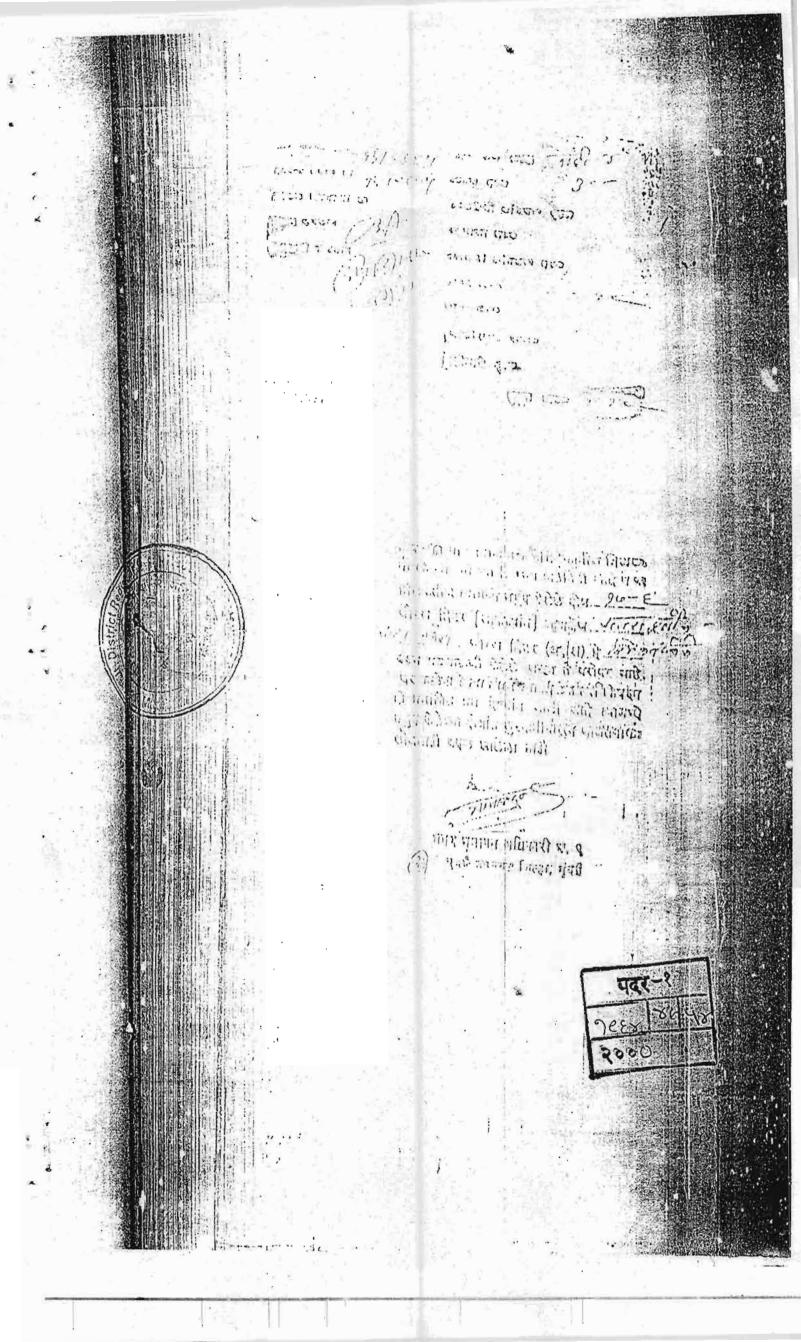


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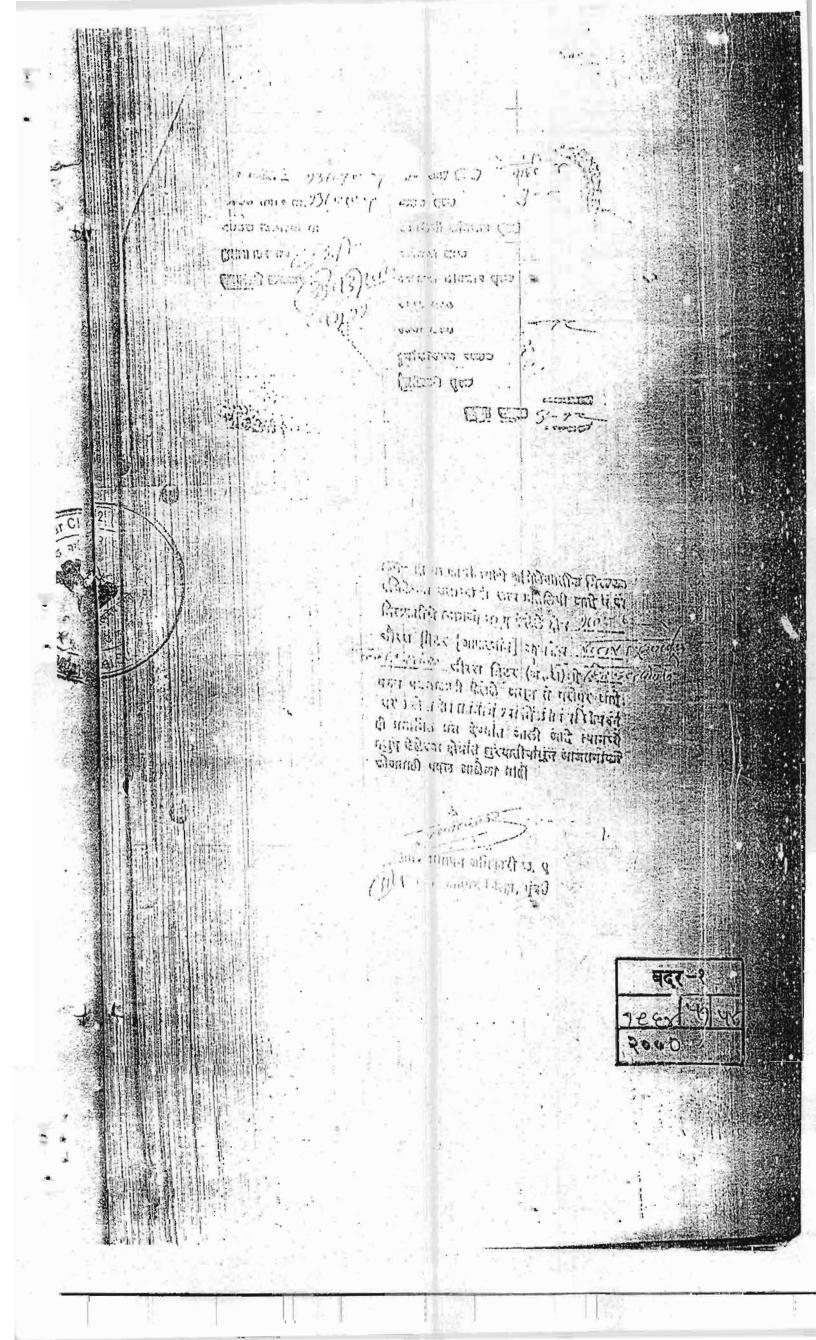


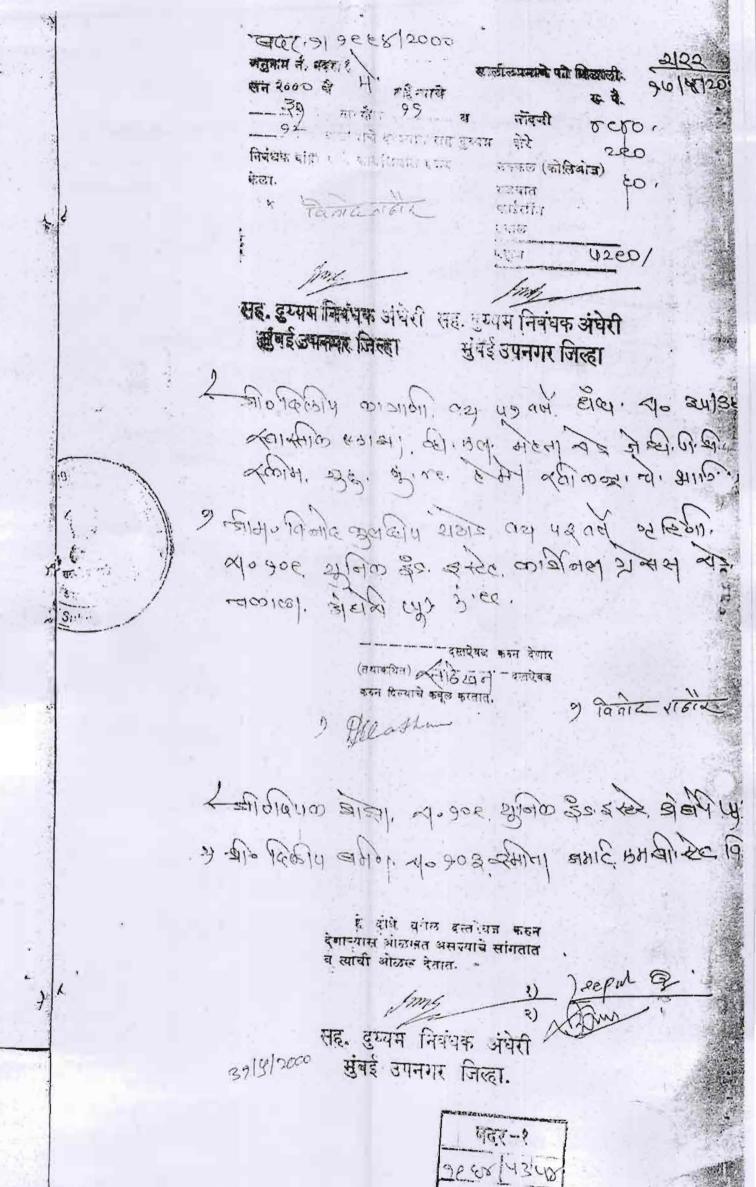


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2.35 दल्स कहा अता जिलहाणिकारी अंधारी भानी जिल्लारित केलेल्या जाजार मुल्ला वर गोनी जिल्लारित केलेल्या जाजार मुल्ला वर शेनोजी प्रजी प्राचल है? 2 है। ४००० रीजी न्यांगन शेनोजी प्रजी प्राचल है? 2 है। ४००० रीजी न्यांगन के १४८ ८ थीर व्यक्ति करव्यां ते अगानी.

2000 वहर्द्धातक्षतिक वहर्द-;



सह जिल्हा निर्वेशक दर्ग-२. (अनिलेख) युंबई उपनगर जिल्हा,

प्रतक क्रमांक १ क्रमांक पर नीवला. (४-93.6 विभाक: 26/0/00

सह जिल्हा विश्वेषक होते हैं. (अभिकेख), सह जिल्हा विश्वेषक होते हैं. (अभिकेख),

नेदर/व/ /२००० Krt-7 PIMV. stayles . Office F31512 YOUD. 290, 11. 12 dh 107 12 1300 5290/. 2915 3115 X 389.28 12/3000 10/ 121800 112>50 +765 US100 40% 7190 126705

Vastukala Consultants India Pvt. Ltd. PROPERTY DETAILS FORMAT- Email ID - vciplm@gmail.com Name of client - office 305 /304. Date of Visit - 23 11 Name of the building -Floor -Flat / Office / Gala No. -Composition of flat / office - 2 Cabins + Cubicel + Location -Rent -Distance/ Time from station -Society Secretary No. / Office No. -Nearest Bus Stand and distance from the property -Nearest Hospital and distance from the property -Boundaries - North - Chawl. Total Nos. of Wing in the building -South- Bild. B-1 East- Build: A-2 West- Shubham Res. Building Landmark -Property occupied by - Owner/Tennant Name of Tenant: Contact No. Corner / Intermittent Type of road - B.T. / cement / W.B.M. Road width - 12 **Area Calculation:** Builder's saleable area rate and Estate Agent No. -Estate Agent Name -No. of floors - Cot 6 is Lumpsum value - Year of construction -Engineer Rate -Dolone No. of flat / units per floor shops / flat on part ground floor in case -No. of Lifts - 1 Door and window - Power coard Flooring - Vitan Kitchen -(Addmine ASS.) Paving in compound -Plumbing -Wiring -Contact person's name and relationship with property - Rock esb yada Mobile No. - 8082377987

Site photographs / location map - Expected date of completion -

**Engineer Photo** 

If Under construction building then current status -

304 & 305 10 Amalgated, with Single Entrence.

20'10' × 26'8" 8'5" × 13'7" 3'2" × 5' word (Joial-2

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### BRIHANMUMBALMAHANAGARI CULCA

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NO. CE/1944/WS/AR

5 JUN 2005

### FULL OCCUPANCY CERTIFIC

To.
Shri. Bakir B. Jhaveri, C.A. to Ravi Construction Co., 35-36, Swastik Plaza,
1st floor, V.L. Mehta Road,
J.V.P.D. Scheme,
Vile Parle (West),
Mumbai 400 049.

Sir,

۴

The full development work of the commercial building comprising of. Basement + Ground + 1st to 6<sup>th</sup> upper floors on plot bearing C.T.S.No.491, 491/1 to 10 of Village Chakala. Andheri (East), is completed under the supervision of Architect Shri Ashwin Thaveri, having Architect Licence No.J.: The part Occupation certificate to the existing Basement + Ground + 1<sup>st</sup> to 3<sup>th</sup> + 4<sup>th</sup> (Pt.) upper floor is already granted on 4.9 1998. Now occupation to the 4<sup>th</sup> (1): +5<sup>th</sup> +6<sup>th</sup> upper floor is hereby granted and may be occupied on the following conditions.

1) That the Cft under section 270-A of B.M.C. Act that be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupations Cft

A set of certified completion plan is attached herewith.

Yours faithfully.

Executive Engineer Building Proposal (Western Suburbs) H & KEast Wards.

### SHUBHAM CENTRE NO. 2 PREMISES CO-OP. SOCIETY LIMITED

(Regd.No. MUM/W-KE/GNL/O/1199/05-06) CTS No. 491, 491/1 to 10, Survey No. 28, Hissa No. 4, Plot No. 1, Chakala Road, Andheri (E), Mumbai - 400 099

Sr.No. 199/2017-18

Date: 14/07/2017

Received from Mr/Mrs/M/s. Mrs. V. K. Rathour

a sum of Rupees

Twenty Six Thousand Eight Hundred Twenty Three only

by cash/cheque No.

031817

on account of bill No.

drawn on Cosmos Bank

1288

dated

28/04/2017

for the period

Maintenance for April, 2017 to Sept, 2017 In respect of Office/Shop

No. B-305

Rs.

26,823/-

For Shubham Centre No.2 Premises Co-Op Society Ltd.

Treasurer/Secretary/Chairman

Subject to Realisation of cheque

### SHUBHAM CENTRE NO.2 PREMISES CO-OP SOCIETY LTD

(Regd.No.; MUM/W-KE/GNL/O/1,199/05-06) CTS No. 491,491/1 to 10, Survey No. 28, Hissa No.4, Plot No. 1 Chakala Road, Andheri (E), Mumbai - 400099

Bill No.: 1288

Date: 28/04/2017

Name of the Member : Mrs. V.K. Rathour

Flat/Office/Shop No. :

305

For the period April,2017 to Sept, 2017

| Sr. | Current Charges                         | Amount    |
|-----|---|-----------|
| No. |   | Rs. P.    |
| 1.  | Municipal Taxes                         | 14;520.00 |
| 2   | Maintenance and Administrative Expenses | 10,350.00 |
| 3   | Car Parking Charges                     |           |
| 4.  | Sinking Fund                            | 615.00    |
| 5.  | Non-Occupancy Charges                   |           |
| 6.  | Miscellaneous Expenses                  |           |
| 7,  | Arrears of Maintenance                  |           |
| 8.  | Deposit                                 |           |
| 9.  | Old dues upto                           | 25,485.00 |
| 10. | Interest on late payment                | 1,338:00  |
| 1 1 |   |           |
| 11. | Credit, if any                          |           |
|     | Total                                   | 52,308.00 |

Total Rupees

Fifty Two Thousand Three Hundred Eight

= 26823 |-

The bill should be paid by cheque only on or before the 10th of the following N.B. month; otherwise interest will be charged @ 21% on outstandings. Cheque should be drawn in the name of -

'Shubham Centre No. 2 Premises Co-op Society Ltd.'

Date:

E.& O.E.

For Hon. Secretary/Treasurer

IMP NOTE: Bills are raised with old municipal taxes, as the matter with regard to new taxes is not yet clarified by BMC authorities. Once clarified a separate bill for increased municipal taxes w.e.f. 1/4/2010 to till date will be raised.

Jean 1/4/17

### SHUBHAM CENTRE NO. 2 PREMISES CO-OP. SOCIETY LIMITED

(Regd.No. MUM/W-KE/GNL/O/1199/05-06) CTS No. 491, 491/1 to 10, Survey No. 28, Hissa No. 4, Plot No. 1, Chakala Road, Andheri (E), Mumbai - 400 099

Sr.No. 198/2017-18

Date: 14/07/2017

Received from Mr/Mrs/M/s. Mr. K. S. Rathour

a sum of Rupees

Twenty Eight Thousand Two Hundred Forty One only

by cash/cheque No.

031818

drawn on

Cosmos Bank

on account of bill No.

1287

dated

28/04/2017

for the period

Maintenance for April, 2017 to Sept, 2017

In respect of Office/Shop

No. B-304

Rs. 28,241/-

For Shubham Centre No.2 Premises Co-Op Society Ltd.

grang

Treasurer/Secretary/Chairman

Subject to Realisation of cheque

279

### SHUBHAM CENTRE NO.2 PREMISES CO-OP SOCIETY LTD

(Regd.No.\_MUM/W-KE/GNL/O/1199/05-06) CTS No. 491,491/1 to 10, Survey No. 28, Hissa No.4, Plot No. 1 Chakala Road, Andheri (E), Mumbai - 400099

Bill No.: 1287

Date: 28/04/2017

Name of the Member : Mr. K. S. Rathour

Flat/Office/Shop No.:

304

For the period April,2017 to Sept, 2017

| Sr. | Current Charges                         | Am  | ount    |
|-----|---|-----|---------|
| No. |   | Rs: | P.      |
| 1.  | Municipal Taxes                         | 15. | ,183.00 |
| 2.  | Maintenance and Administrative Expenses | 10  | 860.00  |
| 3.  | Car Parking Charges                     | 1   | _       |
| 4   | Sinking Fund                            |     | 788.00  |
| 5.  | Non-Occupancy Charges                   | 1   | 34      |
| 6.  | Miscellaneous Expenses                  | 2   | U       |
| 7.  | Arrears of Maintenance                  |     | -       |
| 8.  | Deposit                                 |     | -       |
| 9.  | Old dues                                | 26. | 831.00  |
| 10. | Interest on late payment                | 1.  | 410.00  |
| 11, | Credit, if any                          |     |         |
| -   | Total                                   | 55, | 072.00  |

Total Rupees

Fifty Five Thousand Seventy Two

- 26031 -

N.B. The bill should be paid by cheque only on or before the 10th of the following month; otherwise interest will be charged @ 21% on outstandings.

Cheque should be drawn in the name of -

'Shubham Centre No. 2 Premises Co-op Society Ltd.'

Date

E.& O.E.

For Hon Secretary/Treasurer

IMP NOTE: Bills are raised with old municipal taxes, as the matter with regard to new taxes is not yet clarified by BMC authorities. Once clarified a separate bill for increased municipal taxes w.e.f. 1/4/2010 to till date will be raised.

Received 17

### SHUBHAM CENTRE NO. 2 PREMISES CO-OP. SOCIETY LIMITED

(Regd.No. MUM/W-KE/GNL/O/1199/05-06) CTS No. 491, 491/1 to 10, Survey No. 28, Hissa No. 4, Plot No. 1, Chakala Road, Andheri (E), Mumbai – 400 099

### TO WHOMSOEVER IT MAY CONCERN

This is to certify that office no. 304 in the name of Mr. Kuldeep Singh Haripaul Rathour and office no. 305 in the name of Mrs. Vinod Kuldeep Singh Rathour are situated in the 'B' wing of the Subham Centre No.2, Premises Co.op Society Ltd. There is no such office in the 'A' wing of the Subham Centre No.2, Premises Co.op Society Ltd..

For SHUBHAM CENTRE NO. 2 PREMISES CO-OP. SOCIETY LIMITED

Hon. Secretary 2/8/17

Place: Mumbai Date: 02/08/2017

# SHUBHAM CENTRE NO. 2 PREMISES CO-OPERATIVE SOCIETY LIMITED

Address : CTS NO. 491, 491/1 TO 10, SURVEY NO. 28, HISSA NO. 4, PLOT NO. 1, CHARALA ROAD, (Registered under the Maharashtra Co-operative Societies Act, 1960.)

ANDHERI (E), MUMBAI - 400 099.

(Regn. No. MUM / W-KE / GNL / O / 1189 / 05-06)

specified in the above Society subject to the Bye-Laws of the Society and that their THIS IS TO CERTIFY that the person(s) named in this Certification Holder(s) of the within mentioned Share(s) bearing the distinctive saumber(s).

## SHARES 0 RUPEES m AC I FULLY PAID

Shares mentioned below are fully paid up

| Name(s) of Holder(s) MRS V. K. RATHOUR | No. of Shares held FIVE |                                   |
|--|-------------------------|-----------------------------------|
|  |                         | Name(s) of Holder(s) MRS V. K. RA |

1199/05-06

C: 7 under the Common Seal of the Society this

PRORUGARY 4006

# SHUBHAM CENTRE NO. 2 PREMISES CO-OPERATIVE SOCIETY LIMITED

(Registered under the Maharashtra Co-operative Societies Act, 1960.)

Address : CTS NO. 491, 491/1 TO 10, SURVEY NO. 28, HISSA NO. 4. PLOT NO. 1. CHAKALA ROAD. ANDHERI (E), MUMBAI - 400 099.

(Regn. No. MUM /-W-KE/ GNL / O / 1199 / 05-06)

THIS IS TO CERTIFY that the person(s) named in this Certificati specified in the above Society subject to the Bye-Laws of the Society and that the Holder(s) of the within mentioned Share(s) bearing the distinctive no Shares mentioned below are fully paid up.

> The Bridge Story 作に 日本方で

## SHARES О П RUPEE S 50/m ACH FULLY PAID UP.

| }   |   |
|---|---|
| In words) NE TO 135 (ONE THREE Flyth and Inguism) | Distinctive No.(s) From 131 (ONE THREE ONE) 135 (ONE THREE FIXE |
| ( 5 )   | No. of Shares held FIVE   |
| TOG R   | Name(s) of Holder(s) MR. K.S. KATHOUR                           |
| SEVEN ) Certificate No. 27                        | Member's Register No. 27 (TWENTY SEVEN) Certificate No.         |

1199/05-06 BNL/0/ Given under the Common Seal of the Society this

day of FEBRUARY 2006

Treasurer

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