



1256796 इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणान.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अञ्जत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दुय्यम निबंधक

दस्तावेज परत केला.

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*S. V. Tembkar*  
S. V. Tembkar,  
Proper Officer,  
General Stamp Office, Mumbai

AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 9<sup>th</sup> day of November. One Thousand  
Nine Hundred and Ninty Eight BETWEEN **KAMALA MILLS LIMITED**, hereinafter called  
"THE OWNER" (which expression shall unless it be repugnant to the context or meaning hereof  
mean and include its successors in title) of the ONE PART; AND  
Jayant Jagannathji's Society Plot No. 126 Kamking,  
2<sup>nd</sup> Floor, Dr. M.B. Raut Road, Shivaji Park, Dadar, Mumbai - 400028  
hereinafter called "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the  
context or meaning thereof mean and include in case of an individual, his heirs, executors,  
administrators and assigns in case of a partnership, the partners or partner for the time being of the  
said partnership firm, the survivors or surviving of them and the heirs, executors and  
administrators of the or survivor partner and their/his or her assigns and in case of a limited  
company its successors and assigns) of the OTHER PART :

*S* *S. V. Tembkar*



**WHEREAS :**

1. The Owners are entitled to all that piece and parcel of land together with structure standing thereon admeasuring 38326.94 Sq.Mtrs. property bearing C.S.No. 448 of Lower Parel Division and more particularly described in the first schedule hereunder written, and which property is hereinafter referred to as "the said property".
2. The Competant Authority under the provisions of the Urban Land Ceiling & Regulation Act, 1976 (ULC & R Act) has made an Order No. C/ULC/DIII/22/4820 dated 14 the June, 1993 under Section 22 of the ULC & R Act giving permission to re-develop the said property as therein mentioned.
3. On The part of Said Property admeasuring 2000 Sq.Mtrs. which property is more particularly described in the second schedule hereunder written and hereinafter referred to as the said

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property and building plans for Building "Y"(Trade Centre) are approved by Brihan Mumbai Mahanagar Palika(BMC) and I.O.D and C.C. are issued under No. EEBPC/3289/GS/A.

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4. The Purchaser confirms that the Purchaser is aware of the said Agreement and has read and understood the said Agreement and has agreed to abide by the covenants, conditions and stipulations contained in the said agreement so far as the relates to the said property and the buildings being constructed thereon.

5. The Building "Y"(Trade Centre) is hereinafter referred to as Building "Y"(Trade Centre)

6. This Agreement relates to Building 'Y'(Trade Centre) The Building 'Y'(Trade Centre) is herein referred to as the said building. The said Building will be of Ground and 4<sup>th</sup> upper floors.

The Owners have informed the Purchasers and the Purchaser is aware that the said Larger property is not capable of being sub-divided so as to segregate the said property from the said Larger property. The purchaser/s confirms that he/she/they will not require the Owners to obtain sub-division of the said Larger Property.

The Purchaser has seen the building plans in respect of the said building at present approved by BMC as aforesaid.

9. At the request of the Purchaser/s the Owners have agreed to allot to the Purchaser/s on ownership basis Unit No. 202 on the 2<sup>nd</sup> floor of the said building.

Handwritten initials/signature

10. The Purchaser has demanded from the Owners and the Owners 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 as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction Sale and Management and Transfer) Act and the Rules made thereunder.

11. Copies of Certificate of Title issued by M/s. Kanga & Co. Advocates and SOLICITORS for the Owners copies of the Property Card and the copies of the Floor Plan of the said Building showing the Limit agreed to be sold to the Purchaser as hereto annexed and marked 'B', 'C' and 'D' respectively.

Handwritten initials/signature



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

1. A Building "Y" (Trade Centre) comprising of Ground + 4<sup>th</sup> Upper Floor will be constructed on a portion of the said Property viz; land containing by admeasurement 2,000 sq.mtrs. or thereabouts situate in the Senapati Bapat Marg, Mumbai bearing C.S. No.448 Part of Lower Parel Division particularly described in the Second Schedule hereunder written in the Registration District and Sub-District of Mumbai City and Suburban and particularly described in the Second Schedule hereunder written (herein referred to as 'the said Property') (forming part of the larger property described in the First Schedule hereunder written in accordance with the Building plans as approved at present by the Brihan Mumbai Mahanagar Palika (BMC) and IOD No.EEBPC/3289/GS/A and in respect whereof Commencement Certificate No.EEBPC/3289/GS/A is received from BMC.
2. It is agreed and confirmed by the Purchaser that the Owners will from time to time be entitled to vary amend and alter the building plans and in respect of the said building or any part or parts thereon and the Purchaser hereby irrevocably agrees and gives his/her/their consent to the Owners carrying out variations, amendments, alterations, and/or modifications in the said building plans. It is however, agreed by the Owners that the Developers shall obtain prior consent in writing of the Purchaser in respect of any variation, amendment or alteration or modification in the building plans which may adversely affect the Unit agreed to be purchased by the Purchaser as hereinafter stated.
3. The sanctioned Building Plans from the Concerned Authorities in respect of the said Building will remain open for inspection on all working days during office hours at the building site.
4. The Purchaser has/have prior to the execution of this Agreement satisfied himself/herself/themself about the title of the Owners to the said Property described in the Second Schedule hereunder written and the Purchasers shall not be entitled to further investigate the title of the Owners and no requisition or objections shall be raised upon any

matter relating thereto. A copy of the Certificate of Title given by Advocates and Solicitors is hereto annexed and marked Annexure "B".

5. It is clarified that the said larger property is not sub-divided so as to segregate the said property from the said larger Property. The Purchaser/s confirm/s that he/she/they will not require the Owners to obtain sub-division of the said larger property and the Purchaser/s also confirm/s that he/she/they are informed that the title in respect of the said property as also of the land on which the said Building 'B' is being constructed will be leasehold title and the Purchaser/s has/have agreed to the same.

6. The Owners shall sell to the Purchaser Unit No. 202 on the 2<sup>nd</sup> floor of the Building being constructed on the said Property (herein referred to as 'the said Building') The said Unit No. 202 on the 2<sup>nd</sup> floor of the said Building.

7. The Purchaser shall pay to the Owners the sum of Rs. 60,00,000/- as the purchase price of the said premises. The purchase price of Rs. 60,00,000/- is inclusive of the proportionate price of common areas and facilities of the said Building Common areas and facilities are set out in the Forth Schedule hereinafter written. The said purchase price shall be paid by the Purchaser to the Owners as per the installments as under :-

- a) Rs. 60,00,000/- paid as earnest money;
- b) Rs. \_\_\_\_\_ /- to be paid on the consumption of Plinth of the said Building;
- c) Rs. \_\_\_\_\_ /- to be paid on casting of the First Slab of the said building;
- d) Rs. \_\_\_\_\_ /- to be paid on casting of the Second Slab of the said building;
- e) Rs. \_\_\_\_\_ /- to be paid on casting of the Third Slab of the said building;
- f) Rs. \_\_\_\_\_ /- to be paid on casting of the Fourth Slab of the said building;
- m) Rs. \_\_\_\_\_ /- to be paid against the delivery of possession of the said premises.

9. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in Clause 8 above shall be of the essence of the contract. In the event of the purchaser making any default in payment of any installment of the purchase price on its due date the Owners will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Purchaser (except the 15% of the total price of the premises



which will stand forfeited to the Owners) shall be refunded to the Purchaser by the Owners (but without any interest, compensation, damage or cost) Sixty days after the termination of this Agreement and the Owners will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said premises in favour of any other party and the Purchaser herein will have no right to object to such sale/disposal of the said premises by the Owners. The amount that may be so refunded by the Owners shall be accepted by the Partners in full satisfaction of all his/her/their claims under this agreement.

10. Without prejudice to the above and the Owners other rights under this Agreement and/or in law, the Owners may at their option accept from the Purchaser/s the payment of the defaulted installment/s on the Purchaser paying to the Owners interest on the defaulted installment/s at the rate of 24% per annum for the period for which the payment has been delayed.

11. The possession of the said premises shall be given by the Owners to the Purchase on or before the 31<sup>st</sup> day of December 1998 subject to the availability of cement, steel, water and other building materials and subject to strikes, civil commotion or Act of God such as earth quake, flood or any other natural calamity and acts or other causes beyond the control of the Owners. If the Owners shall fail to give possession of the said premises on the aforesaid date (subject to as aforesaid) and/or such further date as may be mutually extended then it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Owners shall forthwith on demand refund to the Purchaser/s all the monies paid by the Purchaser/s to the Owners herein together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Owners and until such amounts are refunded such amount and interest shall be a charge on the said Property together with construction (if any) thereon to the extent of the amounts due to the Purchaser. The Purchaser/s agree/s that the said sum that shall be refunded to the Purchaser/s by the Owners shall be accepted by the Purchaser/s in full satisfaction of all his/her/their claim under this Agreement and he/she/they will have no claim and will not be entitled to claim anything else from the Owners in the event of the termination of this Agreement as mentioned in this clause.

12. Nothing contained in this Agreement shall be construed so as to confer upon the Purchase 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 Lease Deed in respect of the said Building in favour of a Co-



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operative Society/Limited as hereinafter mentioned. The tenure of the land on which the plinth of the said building is constructed shall always be lease hold and the term of the lease which shall be 99 years (renewable) on nominal rent of Rs. 1/- per annum.

13. The Purchaser shall 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/Limited Company as hereinafter mentioned.

14. 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 same in such manner as they may deem fit. The Owners may at their discretion sell the right of terrace for putting up Hoardings, Display Advertisements, Erection and Installation of Cellular Telecommunication Relay Station, Radio Pager Relay Stations and other Communication Relaying Stations and for that purpose the Owners at their own discretion put up hoardings and display advertisements with various devices, Erect and install 1) Cellular Telecommunication Relay Station 2) Radio Pager Relay Station 3) and other Communication Relaying Stations and for that purpose install antenna, boosters and other equipments on terrace of the said building and to commercially explore the aforesaid rights for its own benefit. In the event of the Owners obtaining permission from the Concerned Authorities for construction of one or more premises on the terrace then the Owners shall be entitled to sell premises that be constructed by them on the terrace together with 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 then be in exclusive possession (as owner) of the 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 the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society/ Limited Company to be formed by the Purchasers of premises as stated hereinafter shall admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as

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aforesaid. In the event of any water storage tank on the terrace with the right to storage tank for the said building being constructed or any other common facility being provided on the terrace then the Society/Limited Company shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace and the Society.

15. 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 Owners 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 Owners shall also be free to construct additional structures like sub-station for electricity 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 said 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 undertakings and indemnities on behalf of the Purchaser as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of their scheme for development of the said Property.
16. As soon as the said Building is notified by the Owners as complete each of the Purchasers of the premises in the said Building (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said Building. If any of the Purchasers fails to pay the arrears inspite of the notice the Owners will be entitled to terminate the Agreement with such Purchaser and thereupon all the monies paid by such Purchaser to the Owners (except 15% thereof which will stand forfeited the Owners) in respect of the premises agreed to be purchased by him shall within sixty days of such termination be refunded by the Owners to the Purchaser.



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17. The said building shall be constructed and completed in accordance with the plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Owners as herein above set out.
  18. The Owners shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement will have first lien and charge on the said premises agreed to be allotted to the Purchaser.
  19. The land on which the plinth of the said building is constructed shall be leased out to a Co-operative Housing Society/Limited Company to be formed by the Owners for the Purchaser of premises in the said building and to which Society/Limited Company the said building along with the land on which will also be conveyed.
  20. The Owners will endeavor to form a separate Co-operative Society for the said Building 'Y'(Trade Centre). If for any reason it shall not be possible to form separate Co-operative Society for the said Building then the Owners shall form Separate Limited Company for the said Building and the lease as aforesaid shall be executed in favour of such Limited Company.
  21. The Co-operative Society/Limited Company shall be registered only after the said Property shall have been fully developed . The Purchaser will in that event be the member of such Co-operative Society/Limited Company to be formed for the building in which his premises shall be located. The Owner shall execute Lease Deed in respect of the portion of land on which the said building is constructed and shall also execute the Conveyance in respect of the said building in favour of Co-operative Society or the Limited Company as may be formed as aforesaid. The rights of the Purchaser herein shall confine to the premises and the Purchaser/the Society/Limited Company to be formed for the said Building shall have no right on any other portion of the property. The lease deed in favour of such Co-operative Society/Limited Company in respect of the land and the conveyance in respect of the said building in favour of such Co-operative Society/Limited Company shall be executed only after the construction of all the said building on the said Property is completed.
  22. 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 out goings assessed on the said building. The Purchaser shall tentatively pay Rs. \_\_\_\_\_/- per month to the Owners for the above.

   
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23. The Owners shall be liable to pay only the Municipal rates and taxes, at actuals, in respect of the unsold units in the said Building. In case the transfer of title is completed in favour of the Co-operative Society/Limited Company before the disposal by the Owners of all the units and other premises in the said Building then in such case, the Owners shall join in such Co-operative Society/Limited Company and as and when such premises are sold, to the persons of the choice and at the discretion of the Owners, the Co-operative Society/Limited Company shall admit as members, the Purchasers of such premises without charging any premium or transfer fee or any other amount.
24. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the 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/Limited Company (as the case may be) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
25. The Purchaser agrees to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable. Further the Owners are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due dates or events.
26. The Purchaser hereby covenant with the Owners to pay consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Owners fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Owners.
27. The Purchaser agrees and undertakes from time to time to sign and execute the application for the formation and registration of the Society/Limited Company including the bye-laws of the proposed society/limited Company within Ten days of the intimation by the Owners. No Objection shall be raised to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies/Companies 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 Owners may require him/her/them to do from time to time for safeguarding the





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interest of the Owners and the Purchaser of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Owners shall so require the Co-operative Society/Limited Company shall pass 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.

28. 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 to be constructed thereon, the same shall be reimbursed by the Purchaser to the Owners in the proportion of the area of the said premises to the total area of all the premises constructed in the said property.

29. The Purchaser/s shall on demand, deposit with the Owners his/her/their proportionate share towards the installation of water meter and electric meter and/or for laying Cables and/or for any other charges/deposit to be paid by the Owners to the Local Authority or Body concerned and/or to any other Concerned Authority.

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

31. In the event of the said Society/Limited Company being formed and registered before the sale and disposal by the Owners of the premises in the said Building the powers and the authority of the Society/Limited company and the purchasers of the premises therein shall be subject to the powers of the Owners 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 thereof. The Owners shall have a right to complete the said Building and to sell and dispose of for their (i.e. Owner's) benefit all unsold Premises in the said Building.

32. 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. The Purchaser shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenable repair and condition. The Purchaser shall not permit the closing of the niches or Fire-Escape balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.
33. After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Building at his/her/their own costs and the Owners shall not be in any manner liable or responsible for the same.
34. The Purchaser shall not do or permit to be done any act or thing which may render 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.
35. After the said total Building 'Y'(Trade Centre) and premises to be constructed on the said Property are complete and after the Society/Limited Company for the said Building as aforesaid is registered and only after all the premises in the said Building 'Y'(Trade Centre) shall have been sold and disposed off by the Owners and the Owners shall have received all dues payable to them under the terms of the Agreements with Purchasers of all the premises in the said Building the Owners shall execute in favour of the said Society/Limited Company a lease for a term of 99 years (renewable) in respect of the portion of the land on which the plinth of the said Building is constructed and execute a Conveyance in respect of the said Building as provided in Clause 23. Until the execution of the Lease cum Conveyance the



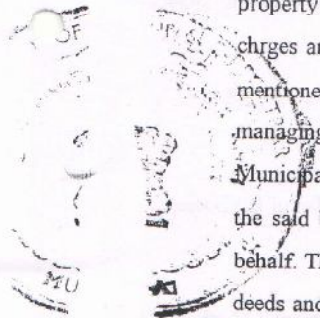
possession of the said Building and the premises therein shall be deemed to be of the Owners and the Purchaser who shall have been given possession of the premises agreed to be sold to him/her/them shall be merely a licensee thereof.

36. On the vesting of the building and the portion of the said property on which the said building stands in possession, management and control of the Corporate Body or Limited Company as stated hereinabove the Corporate Body or Limited Company shall take over complete responsibility for the management of the said Building and shall be solely responsible for collections of dues from its members and for the disbursement of such collections in relation to Building along with the said Property on which the plinth of the said Building stands including payment of property taxes, cess, Municipal taxes, salaries of the employees charged with the duties for the maintenance of the property and the security of the building to the intent that the property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens, If the Corporate Body or Limited Company fails to perform its obligations mentioned hereinabove the Owner in any event shall stand absolved from its responsibility of managing the building, receiving and paying the outgoings including the property taxes, cesses, Municipal taxes and other incidental charges connected with the maintenance and security of the said building. The Purchasers both hereby indemnify the Owner and the Vendor in that behalf. The Purchasers shall ensure by executing any document or documents or doing all acts, deeds and things as he/she/they may be required to do by the Owner that such obligations as aforesaid are undertaken and performed by the Corporate Body or Limited Company being his/her/their successor in interest and failure or lapse on the part of the Purchasers in so doing shall entitle the Owner to rescind this Agreement and the consequences of rescission as envisaged hereafter shall follow.

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

38. All letters, circulars, receipts and/or notices issued by the Owners despatched 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. For this purpose, the Purchaser has given the following address ;

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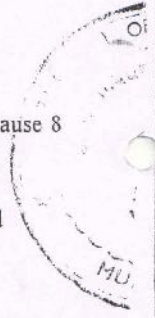
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42. The Purchaser shall at the time of making payment of the installments mentioned in Clause 8 pay to the Owners the following amounts :-

- i) Rs. \_\_\_\_\_/- lumpsum amount of legal charges for this agreement and formation of Society/Limited Company.
- ii) Rs. \_\_\_\_\_/- for share money, application and entrance fee of the Society /Limited Company.
- iii) Rs. \_\_\_\_\_/- security deposit for proportionate share of taxes and other outgoings.
- iv) Rs. \_\_\_\_\_/- towards deposit of electric & water connection charges.
- v) Rs. \_\_\_\_\_/- for cable charges.

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In case there shall be deficit in this regard, the Purchaser shall forth with on demand pay to the Owners his proportionate share to make up such deficit.

43. 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 or security deposit for the purpose

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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 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.

44. It is further agreed between the Owners and the Purchaser at the time of execution of the Lease cum Conveyance in favour of the said Co-operative Society/Limited Company as aforesaid the Purchasers and/or the said Society/Limited company shall reimburse to the Owners IOD, deposits and other refundable deposits paid by the Owners in respect of the said Building.

45. The deed of Lease cum conveyance and other documents for transferring the title in favour of the said Society/Limited Company in respect of the portion of the land on which the Plinth of the said Building is constructed and the said Building shall be prepared by Owners Advocates and Solicitors and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said Property.

46. Any delay or indulgence by the Owners in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Owners 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 Owners.

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

48. The Purchaser himself with intention to bind all persons into whatsoever hands the said premises may come, doth hereby covenant with Owners as follows ;

- a) To maintain the said premises at Purchaser's cost in good tenable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, 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 Building in which the said premises is located 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 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 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 the breach.
- c) (To insure till the Corporate Body or Limited Company is formed and keep insured the said premises against on damage by the earthquake or natural calamities for the full value thereof in the joint name of the Owner and the Purchaser.)
- d) 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 Owners to the Purchaser and shall not do or suffer to be done anything in or to the Owners 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.
- e) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Owners and/or the Co-operative Society/Limited Company. In case on account of any alterations being carried out by the purchaser in the said premises



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(whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).

f) 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 property and the said Building

g) Pay to the Owners within 7 days of demand by the Owners 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.

h) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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.



i) 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 Owners under this Agreement are fully paid up and only if the Purchaser has not been guilty of 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 Owners for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Owners.

j) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society/Limited Company may adopt at its inception and the 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 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/Limited Company regarding the occupation and use of the said premises in the

*[Handwritten signature]*

*[Handwritten mark]*



Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- k) Till the transfer document as aforesaid in respect of the said Building is executed the Purchaser shall permit the Owners 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.
- l) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the recitals thereof). If the Purchaser neglects, omits or fails to pay for any reason whatsoever to the Owners the amounts payable under the terms and conditions of this Agreement (whether before or after the deliver 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 Owners shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Owners re-entry on the premises as aforesaid all the right, title, and interest of and Purchaser in the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall thereupon 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 date of such termination) shall after Sixty days of such termination be refunded by the Owners to the Purchaser.

49. All costs, charges and expenses in connection with preparation, engrossing, stamping and registering Lease cum Conveyance and any other documents required to be executed by the Owners, the or by the Purchaser stamp and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society/Limited Company as aforesaid as well as the entire professional costs of the Advocates of the Owners in preparing and/or approving all such document shall be borne and paid by the Society/Limited Company or proportionately by the member of such Society/Limited Company. The Owners shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Owners



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his proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in Clause 44 above.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE LARGER PROPERTY)

ALL THAT piece or parcel of land or ground now forming one plot containing by admeasurement 44146.61 Square Yards thereabouts as per condition of sale and 45838.6/9 square yards or thereabouts as per the Cadastral Survey Register card and as mentioned in the Deed of Conveyance dated 21<sup>st</sup> July, 1936 and as per the present Survey Register Card admeasuring 42838.6/9 square yards equivalent to 38326.94 Sq.Mtrs. or thereabouts situate lying and being as Delisle Road Parel within the Town and Registration Sub-District of Bombay together with the buildings structures edifices tenements standing thereon and bearing cadastral Survey No. 448 of Lower Parel Division and the Collector New Nos. A/12081,11876,D/11875,12433, 1/12433, 4/12433, B/12411, A/12047, D/12411, A/12411, 12411, 12414 and Collectors New Survey Nos. 1a/2888,2/2888, 1C/2890, 1/2893, 3/2893, 1/2894, 1/2895, 2896, 289, 1 & 1a/2899, 3/2899, 4/2899, 2/2900, 2/2899, 2/2895, and Municipal G Ward Nos. 1955,1958,1959,1941(3), 1941(4), 1960(1), 1960(2) 1963-66-67-69, 1971(2), 1971(3), 1976(2), 1979, 1980(1) and streets Nos. 951,954,955,937B,937C,956,956A,956-962,963,96,967,967A,967B,972A, 975, 976, and bounded as follows on or towards the West by Satya Mills on or towards the North by the property of Currimbhoy Ibrahim Mills Ltd., On or towards the south by property formely of the Fazulbhoy Mills and now of ShreeNiwas Cotton Mills and on or towards the East by the Tulsi Pipe Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

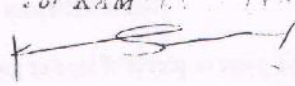
( DESCRIPTION OF THE PROPERTY )

ALL THAT the piece or parcel of land or ground admeasuring 20,000 sq.mts., or thereabouts together with the building and structures standing thereon of Lower Parel Division being a portion of property more particularly described in the First Schedule hereinabove referred to.

19

IN WITNESS WHEREOF, the Owners 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 )  
withnamed "OWNERS" )  
M/s.KAMALA MILLS LTD. )  
in the presence of ..... )

OF KAMALA MILLS LTD.  


SIGNED AND DELIVERED by the )  
withnamed "PURCHASER" )  
Mr/Mrs. Jayant Jayanath )  
in the presence of Sr. Smt )



RECEIVED the day and year first )  
hereinabove written of and from )  
the withnamed Purchaser the sum )  
of Rs. 60,00,000/- (Rupees )  
Sixty Lacs Only )  
being the amount of earnest money or )  
deposit to be paid by him/her to us by )  
Cash/Cheque No. 077350 )  
dated 15.10.98 drawn on Oriental )  
Bank of Commerce Bank, Deodar Br. )

WE SAY RECEIVED

For KAMALA MILLS LTD.

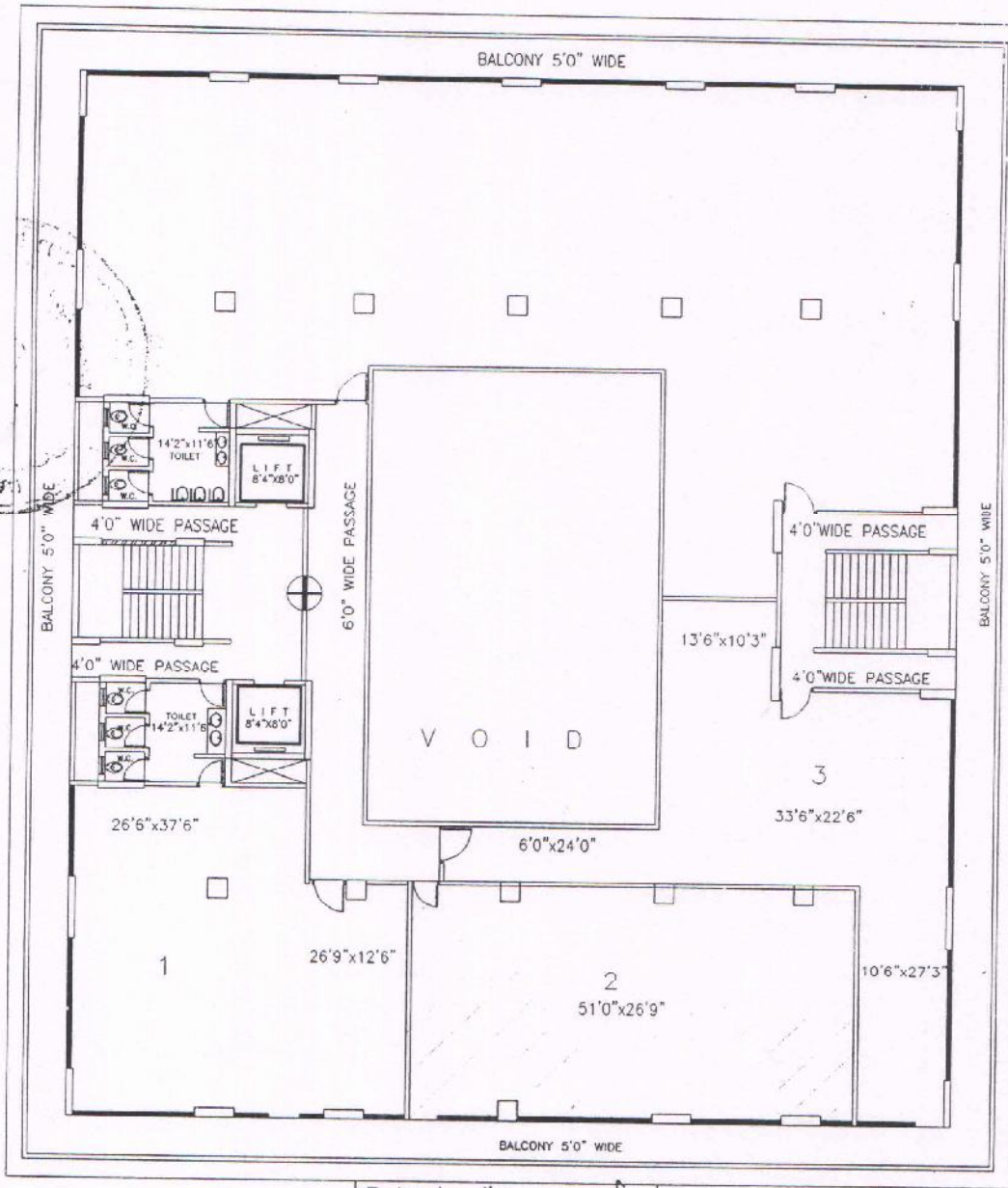


DIRECTOR

WITNESSES :



47



Total Area of  
Unit Nos. 1-2-3  
App. 5000 sqft target

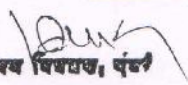
KR 8

PREMISES NO.2 ON 2ND FLOOR

१) कुल मूल्य का बिल = ४६९६।९९  
 २) १९९९ के लोड - पहिले का  
 ३) तारखे व २  
 ४) वास्तविक दरम्यान दुय्यम दिनांक  
 ५) बांधे कार्यालयत हजर केका

५ 

५१ - विलत प्र ४४१५ २११९९  
 ताकी किहिलवाकबाधे ही संघकी का-  
 ह. ५३  
 रोदणी की ... २००००/-  
 होटो की (वाले ) ९००/-  
 वाक ९००/-  
 एकू ... २०२००/-



  
 मुख्य विभाग, वरु


१) श्री कमलेश धिनुमात मेहता वय २९ व्यवसाय रा तिरुपती  
 अपार्ट अमट बिल्डिंग १ ला माळा प्लॉट नं १०३ भुलाभाई देसाई  
 रोड मुं २६ टि मे/कमला मिल्ल लि.चे संचालक

२) श्री जयंत जगन्नाथ शिल्लोट वय २२ व्यवसाय रा १२६  
 सोमकुंज एम.डी. राऊत रोड दापर मुं २८


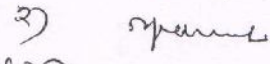
वास्तविक मूल्य दिनांक, \_\_\_\_\_  
 व्याकथित साठेवण मजदुरीका  
 वरुन विख्याचे कमुठ कायदा.

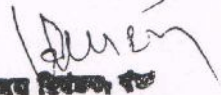
१)  २) 

१) श्री शशिकान्त जाधव गोलरी रा ५०१ कॉमर्स हाऊस १४० वा. मा. रोड  
 मुं २२

२) श्री दुय्यंत पारेख सि.ए. रा अ ४३ कल्याणुमती अंधेरी (पू) मुं ६९

वास्तविक मूल्य दिनांक \_\_\_\_\_  
 वास्तविक मूल्य दिनांक \_\_\_\_\_  
 वास्तविक मूल्य दिनांक \_\_\_\_\_

१)   
 २) 

  
 मुख्य विभाग, वरु

दि २१/११/९९



47

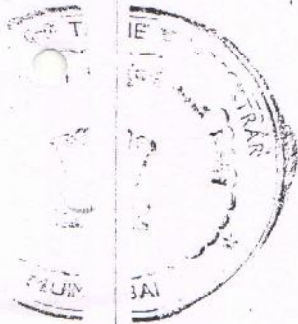


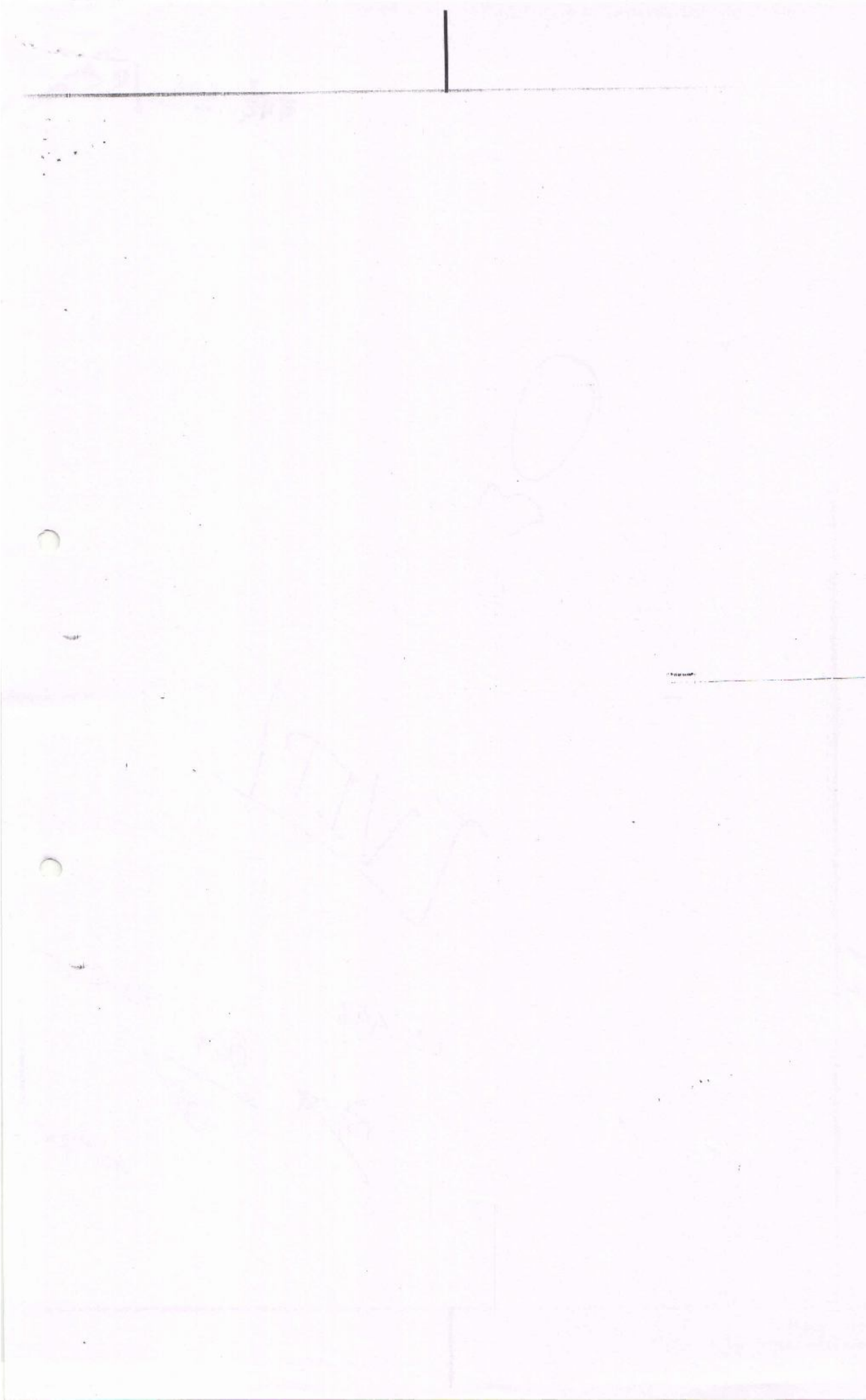
८१६३-४९६/६६

१९९९

१०-११-९६

*[Handwritten signature]*







VAR  
A  
HARI  
SAL  
UNSHI  
JAMODAR  
MUNSHI  
MURHANI (MS)  
VAIDYA  
AMIN  
MULLA (MS)

# KANGA & CO.

(Registered)

Advocates Solicitors & Notaries

ESTABLISHED 1890

Ready money Mansion, 11, Viceroy Road,  
MUMBAI 400 001 INDIA

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kanga.co@nmj.sprintpg.oms.vsnl.net.in

In Reply quote 9985  
FILE/FV/ /98

## TO WHOMSOEVER IT MAY CONCERN

Re: Property bearing Survey Nos. 1A/2888, 2/2888, 1C/2890, 1/2893, 2/2893, 3/2893, 1/2894, 1/2895, 2896, 2898, 1 & 1A/2899, 3/2899, 4/2899, 2/2900, 3/2900, 2/2095, 2/2894 and Collectors New Nos. A/12081, D/1076, C.O/11875, D/1243, B/12594, F-4/12433, G-B/12411, A/12047, D/12411, D/11875, H-12079, 12415, I-12080, J-A/12047, K-D/12411, L-A/1, M-12411, N-12414 and Collectors Rent Roll Nos. A/5521, F-5615, G-5606, H-55, L-5605, M-5604, N-5608 situate lying and being at Parel, admeasuring 38326.94 square metres or thereabouts belonging to The Kamala Mills Limited.

By our Certificate of title dated the 15th day of November 1995, we have certified the title of The Kamala Mills Limited to the property more particularly described in the Schedule hereunder written to be clear and marketable and free from all encumbrances.

We have caused further searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai, Bandra and in the Collector's office and no additional documents of title were found to be registered. The title of The Kamala Mills Limited to the property described in the Schedule hereunder written is clear and marketable and free from all encumbrances.

### THE SCHEDULE ABOVE REFERRED TO:

ALL THOSE several pieces or parcels of land or ground now forming one plot containing by admeasurement 44146.61 square yards or thereabouts as per conditions of sale and 45838.679 square yards or thereabouts as per the Cadastral Survey Register and as mentioned in the Deed of Conveyance dated 21st July, 1936 and as per the present Survey Register Card admeasuring 42838.679 square yards equivalent to 38326.94 square metres or thereabouts situate lying and being at Delisle Road Parel within the town and Registration Sub-District of Bombay together with the buildings structures edifices tenements standing thereon and bearing Cadastral Survey No. 449 Lower Parel Division and the Collectors New Nos. A/12081, 11876, D/11875, 12433, 1/12433, 4/12433, B/12411, 12079, 12415, 12386, A/12594, B/12594, 12080, A/12047, D/12411, A/12411.



12411, 12414 and Collectors' New Survey Nos. 1A/2888,  
 2/2888, 1C/2890, 1/2893, 2/2893, 3/2893, 1/2894,  
 1/2895, 2896, 289, 1 & 1A/2899, 3/2899, 4/2899,  
 2/2900, 2/2899, 2/2895 and Municipal G Ward Nos. 1955,  
 1958, 1959, 1941 (3), 1941(4), 1960 (1), 1960 (2),  
 1963-66-67-69, 1971(1), 1971(2), 1971 (3), 1976 (2),  
 1979, 1980 (1) and Street Nos. 751, 954, 955, 937B,  
 937C, 956, 956A, 959-962, 963, 965, 967, 967A, 967B,  
 972A, 975, 976 and bounded as follows: On or towards  
 the West by Satya Mills On or towards the North by the  
 property of Currimbhoy Ebrahim Mills Limited. On or  
 towards the South by property formerly of the  
 Fazulbhoy Mills and now of Shri Nivas Cotton Mills and  
 On or towards the East by the Tulsi Pipe Road.

DATED this 20th day of May 1998.

KANSA AND COMPANY,

*K. M. Lussanji*

PARTNER.

