

ASHOKVAN

LOW COST HOUSING
COMPLEX

Mr. V. S. Sankar Narai

R.H. No: 38-E



SURVIN DEVELOPMENT
CORPORATION



ARTICLES OF AGREEMENT made at Bombay this 4/11 day of November 1985 BETWEEN JAISUKHLAL GOVINDJI SHAH an Indian Inhabitant of Bombay residing at Grand Paradi Apartments, "C" Building, 9th August Kranti Marg, Cumbala Hill, Bombay - 400 036, hereinafter called "THE OWNER" (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to mean and include his heirs executors and administrators) of the First Part, MESSRS. SURVIN DEVELOPMENT CORPORATION, a Partnership firm carrying on business interalia as Developers of lands and buildings etc., and having their principal place of business at 120, Jasud Bhavan, Road, No. 24A, Sion (West), Bombay - 400 022, hereinafter called "THE DEVELOPERS" (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to mean and include the Partners for the time being constituting the said firm or the Proprietor thereof and the survivors or survivor of them and the heirs, executors and administrators of such last survivor and their or his or her assigns and all persons deriving title from them or him or her respectively) of the Second Part AND MR. N. S. S. R. EKKUMBAR NAIR both/all Indian inhabitants at present residing at 12-A, NEW SONALI HSG SOC M.I.H. CHOKKI, MALAD (WEST), BOMBAY - 400064 hereinafter called "THE PURCHASER/S" (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators) of the Third Part:

q t

WHEREAS:

1. The Owner absolutely owns and was prior to the 3rd day of October 1976 seized and possessed of contiguous pieces or parcels of vacant land or ground (hereinafter for the sake of brevity referred to as 'the said pieces of land') situate lying and being at Village Dahisar, Taluka Borivli, District Bombay Suburban within the limits of Greater Bombay, bearing Survey No. 191, Hissa No. 2 and Survey No. 194 of Village Dahisar and City Survey No. 2334 of City Survey Dahisar and aggregately admeasuring about 46379.9 Square Yards equivalent to 39,305 Square Metres and more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed and marked as Annexure "I" free from all encumbrances.
2. The said pieces of land fall in the development plan for Greater Bombay and under the Development Plan the said pieces of land are earmarked for residential user with permission to provide shops as per the Development Control Rules.
3. The said pieces of land are situated within the limits of Greater Bombay Urban Agglomeration as declared under the provisions of the

Urban Land (Ceiling & Regulation) Act, 1976 (which said Act is hereinafter wherever necessary referred to as 'the said Act').

4. The holding of the Owner of the vacant land at commencement of the said Act being in excess of the ceiling limit prescribed under Section 4 of the said Act, the Owner filed a statement in the prescribed form, under the provisions of Section 5 of the said Act with the Competent Authority within the stipulated period.

5. Pending the preparations of the Final Statement under Section 9 of the said Act and the publication of the Notifications under Sub-Sections 1 and 3 of Section 10 of the said Act, the Owner declared in the Form and in the manner prescribed under the provisions of Section 21 of the said Act and the Rules made thereunder before the Competent Authority within the stipulated period that he desired to utilize the land in excess of the ceiling limits for construction of dwelling units for accommodation of the weaker sections of the Society through Shri Navin Parshuram Kambli, a partner of the Developers in accordance with the scheme approved by such authority.

6. By and under the Agreement dated the 3rd October 1979 (herein after called the said Agreement) made between the Owner of the One Part and the Developers of the Other Part, the Owner did, after representing to the Developers that the Owner is seized and possessed of or otherwise well and sufficiently entitled to the said pieces of land free from all incumbrances, claims, demands and reasonable doubts with marketable title thereto, in consideration therein mentioned, thereby agree to give to the Developers the said pieces of land for development thereof as per the Scheme that may be finally approved by the Competent Authority on the terms and conditions imposed by the Competent Authority as well as on the terms and conditions contained in the said Agreement and it was agreed that the Developers shall carry out the development work and shall be entitled to allot on ownership basis the premises in the buildings or structures to be constructed by the Developers on the said pieces of land to the prospective Purchasers/tenants/lessees/licensees etc. and for that purpose to enter into agreements or Letters of Allotment and/or such other writings or documents in their own name and it was specifically agreed that no obligation of any nature whatsoever of the Developers shall be incurred by the Owner qua the prospective Purchasers/tenants/lessees/licensees etc., of the Developers and it shall be the obligation of the Developers alone to carry out the agreements or the Letters of allotment, writings and documents with the respective persons and it was also agreed that the Owner shall however confirm the said agreements and/or letters of allotment either in lots or plot-wise or individually AND FURTHER that the Developers should be entitled to receive and retain with them all moneys from the persons to whom any premises are sold or allotted as the case may be in the buildings to be constructed by the Developers on the said property and to appropriate the same in such manner as the Developers may deem fit and that all moneys which shall be received by the Developers from such persons shall belong to the Developers and will be received by them on their account and the Owner shall not have any share, right, title or interest of any nature whatsoever to or in the moneys that may be received from such person and likewise the Owner shall also not be liable or responsible to any such persons so far as the moneys are concerned either for refund thereof or for any mis-application or non-application thereof or part thereof AND FURTHER that the rights of such persons

under such agreements and/or letters of allotment, writings or documents shall always be subjected to the paramount rights of the Owner under the said Agreement and the agreements and/or letters of allotment, writings and documents entered into with such persons shall contain appropriate provisions in that behalf AND IT WAS FURTHER AGREED that the Developers will not give possession of any flat, garage, shop, office or other premises to any buyer thereof till all the dues payable by the Developers to the Owner under the said Agreement now under recital are paid in full, and the Owner has agreed that as and from the date of the said Agreement he shall not deal with, dispose of or encumber to create any third party rights or any charge on the said pieces of land in any manner whatsoever or allow any one else to enter upon the said pieces of land and the Owner thereby declared that he had not created any right or interest in favour of any one in respect of the said pieces of land prior to entering into the said Agreement.

7. In pursuance of the said Agreement, the Owner has given to the Developers a Power of Attorney for development of the property and for doing several acts, deeds, matters and things which the Owner is required to do under the provisions of the said Agreement and the Owner has also agreed to give in favour of the Developers an irrevocable Power of Attorney to execute Conveyance/s, register Conveyance/s, apply for the permissions of the Competent Authority, Tax Clearance Certificates etc., upon payment of the last instalment of the consideration money payable by the Developers to the Owner under the said Agreement.

8. Upon execution of the said Agreement, the Owner on the 3rd day of October 1979 has put the Developers in possession of the said pieces of land and permitted the Developers to carry out the work of development of the said pieces of land on the terms and conditions therein contained.

9. By the Declaration No. C/ULC/SEC-21/SR-I-203 dated 15th May 1980 (hereinafter called the said Declaration) made by the Additional Collector and Competent Authority (U.L.C.) Greater Bombay (hereinafter called the Competent Authority) under Section 21(1) of the said Act, in exercise of the power conferred by Section 21(1) of the said Act, the Competent Authority thereby allowed the Owner to continue to hold the vacant land admeasuring about 26584.06 Square Metres in excess of the ceiling limit (which is hereinafter for the sake of brevity referred to as the Scheme land) and more particularly described in the Second Schedule hereunder written and delineated on the plan thereof hereto annexed and marked as Annexure No. I for construction of houses for weaker sections of the Society through the Developers as specified in Annexure I thereto subject to the terms and conditions recorded in the said Declaration.

10. The final Statement under Section 9 of the said Act was made by the Competent Authority on the 16th May 1980 and the Notification under Section 10(1) of the said Act was published in the Maharashtra Government Gazette Extraordinary Bombay Division Supplement on 3rd June 1980, and thereafter the Notification under Section 10(3) of the said Act was published in the Maharashtra Government Gazette Extraordinary Bombay Division Supplement dated 4th June 1980 and the possession of the portion out of the said pieces of land admeasuring about 6646.59 Square Metres which was reserved for the Bombay Housing & Area Development Authority and which is shown in black hatched lines on the said Plan hereto annexed and marked as Annexure No. I

was handed over by the Owner to the Additional Collector, B.S.D. on the 7th day of July 1980.

11. The Developers planned to develop the said scheme land thereby utilising the same for construction of dwelling units for the accommodation of the weaker section of the society in accordance with the scheme approved by the Competent Authority and on the terms and conditions contained in the said Agreement and of the said Declaration by getting the lay out of the said Scheme land and the plans of the buildings proposed to be constructed thereon duly approved from the Municipal Corporation of Greater Bombay and to construct the said buildings and carry out other development of the said scheme land in accordance with the sanctioned lay out and the building Plans as per the rules and regulations of the Municipal Corporation of Greater Bombay and the Development Control Rules for the time being in force.

12. The Developers got prepared the lay out and sub-division plan of the said scheme land and have got the said lay out and sub-division Plan of the said scheme land approved in the name of the Owner from the Municipal Corporation of Greater Bombay under No..... of 198 .

13. The Developers got prepared the building Plans in respect inter-alia of Building No..... prepared and ^{submitted} got the same approved in the name of the Owner from the Municipal Corporation of Greater Bombay under No..... of 198 .

14. It is the responsibility of the Developers to pay to the Owner the entire consideration payable by the Developers to the Owner under the said hereinbefore recited Agreement dated 3rd October 1979.

15. The Developers having been in possession of the said Scheme land and having been allowed to develop the same and having got the lay out and sub-divisions plans approved and ~~obtained the approval of Plans in respect of the said building No..... from~~ the Municipal Corporation of Greater Bombay have started the work of development of the said Scheme land and propose to start/have started the work of construction of the said building on the said Scheme land in accordance with the approved plans and the said work of development of the said Scheme land ~~and of the construction of the said building is~~ at present in progress.

16. The entire development is to be named "ASHOKVAN" or such other name as may hereafter be decided by the developers.

17. The Developers will be selling the flats and shops and terraces in the said buildings and open and covered parking spaces on the said property on what is known as ownership basis with a view ultimately that the Purchasers of all the flats, shops, terraces open and covered parking spaces should form themselves into a Co-operative Society or Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 with themselves as share holders and upon the Purchasers of all the flats, shops, terraces and open and covered parking spaces in the said buildings paying in full all their respective dues payable to the Developers and strictly complying with all the terms and conditions of their respective agreements with the Developers in a form similar to this agreement and of the said Declaration the Developers shall cause the Owner which the Owner has agreed and shall themselves execute

necessary conveyance or conveyances directly in favour of such Co-operative Society or Societies as the case may be.

18. Separate Agreements will, be entered into by the Owner and the Developers with each of the persons who agrees to take and acquire the flats and/or shops and/or terraces and/or open or covered parking spaces on what is known as ownership basis in a form similar to this Agreement.

19. It is agreed that if one or more of such flats or shops or terraces or open covered parking spaces are not taken or acquired by any person at the time of the said building or buildings is or are ready for occupation the Developers will be deemed to be owners thereof until such flats or shops or terraces are sold out by the Developers and the Developers alone shall be entitled to receive the purchase consideration in respect of such flats and/or shops and/or terraces and/or open/covered parking spaces and the Developers or such Purchasers shall not be liable or responsible to pay any transfer or other charges at the time of such sales and the Developers shall also not be liable to pay or contribute any amounts towards the maintenance or other charges in respect of the said flats or shops or terraces or open covered parking spaces save and except the electricity charges and the Municipal taxes in respect thereof and such purchasers shall not be liable to pay any maintenance or other charges prior to the date of purchase of such flats or shops or terraces or open covered parking spaces.

20. The Purchaser has before entering into this Agreement demanded from the Developers and the Developers have given inspection to the Purchasers of the said hereinbefore recited Agreement dated 3rd October 1979 made between the Owner of the one part and the Developers of the Other Part as also of the said Declaration dated 15th May 1980 made by the Competent Authority under Section 21(1) of the said Act the Final Statement under Section 9 of the said Act as also the Notifications under Section 10(1) and 10(3) of the said Act as also of the title deeds relating to the said pieces of land more particularly described in the First Schedule hereunder written and the Municipal Corporation approved lay out and plans, the intimation of disapproval granted by the Municipal Corporation of Greater Bombay and the building commencement certificate which the Purchaser hereby admits records and confirms and also further admits records and confirms that he has taken full free and complete inspection thereof and is fully satisfied with the same.

21. The certificate of title given by Messrs. Gagrati and Co., Advocates and Solicitors for the Owner in respect of the title of the Owner to the said pieces of land more particularly described in the First Schedule hereunder written and the certificate granted by Messrs. Dixit and Associates, Architects have been inspected by the Purchasers and copies thereof are hereto annexed and marked as Annexure No. II collectively.

22. The Purchaser has with due notice of what is stated hereinabove and after having satisfied himself/herself/themselves with all the documents and papers of which he/she/they, has/have taken full free and complete inspection has agreed to purchase and acquire from the Developers in flat/shop terraces No. on the floor in the building No. 38E. and open/covered parking space No. at the price and upon and subject to the terms and conditions herein contained.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY
AGREED by and between the Parties hereto as follows :—

1. The Purchaser hereby declares that neither the Purchaser nor any member of his family owns any dwelling unit in the Urban Agglomeration in which the said pieces of land more particularly described in the First Schedule hereunder written are situate and the Purchaser has submitted an affidavit to that effect to the Developers prior to the execution hereof the contents whereof the Purchaser hereby admits records and confirms.

2. The Developers shall under normal conditions construct and complete the work of development of the said pieces of land and the buildings to be constructed thereon including the said building No. 38 E as per the said plans, designs, and specifications seen and approved by the Purchaser with such variations and modifications as the Developers may consider necessary or may be required by any public authority to be made in them (but so as not to reduce the total area of the said premises). The Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans.

3A. Subject to what is hereinafter stated the purchaser/s hereby agree/s to purchase the ~~Flat~~ ^{Tenement} No. 38 E on floor in the building No. to be constructed/n~~ow~~ under construction on the said scheme land (hereinafter called the said premises) which said premises are shown on the plan hereto annexed and marked as Annexure No. III at/or for the price of Rs. 7,150/- (Rupees Seven thousand ~~only~~) which is calculated at the rate of Rs. 89.78 ps. per square foot of Rs. 966/- per square metre of plinth area thereof inclusive of balcony and proportionate common areas as fixed by the Competent Authority under the said Declaration.

B. Subject to what is stated hereinafter and in the said Declaration :
The Purchaser/s hereby agree/s to purchase.

- (i) Shop No. at or for the price of Rs. (Rupees Only) and
- (ii) Open terrace No. on the Second floor at or for the price of Rs. 16,000/- (Rupees Sixteen Thousand Only)
- (iii) Open/covered parking space No. in the compound of: at or for the price of Rs. 8000/- (Rupees Eight thousand Only) ^{Tenement} in building No. now under construction on the said Scheme land (which flat/shop/terrace/open or covered parking space hereinafter for sake of brevity are referred to as the said premises) and which premises are shown on the plan hereto annexed and marked as Annexure No. III

The Developers have brought to the Notice of the Purchaser/s that the Developers have applied to the Competent Authority for raising the selling price, which is under consideration of the Competent Authority. It is hereby expressly agreed that if and in case the Competent Authority increases the selling price and such increase being allowed by

- (a) By payment of Rs.90,000/- (Rupees Ninety Thousand Only) of the said purchase price as earnest money at the time or before execution of this agreement.
- (b) By making the following part payments towards the balance purchase price which shall be payable in the manner and by the instalments specified below:
- (1) Rs.6,000/- (Rupees Six Thousand Only) of the said purchase price on or before the 30th day of November 1985.
 - (2) Rs.5,150/- (Rupees Five Thousand One Hundred Fifty Only) of the said purchase price on or before possession.

the Competent Authority the said rate of Rs. 89.78 ps. per square foot of the built-up area as stated above shall stand substituted by the said increased rate as if the said increased rate had been originally agreed and formed part of the primary contract. Such increases shall be binding upon the Purchaser/s and the Purchaser/s shall pay the price at such increased rate and the amount of instalments or of the remaining instalments shall be increased accordingly. The same provision shall apply mutatis mutandis for any further or subsequent increases that may be allowed by the Competent Authority of its own motion or on the application of the Developers.

4. The Purchaser hereby agrees to pay to the Developers the said consideration or purchase price of Rs. 1,01,150/-..... (Rupees One Lakh One thousand One hundred and Fifty Only).

Handwritten initials or signature.

and all increases that may hereafter be allowed by the Competent Authority in the selling price fixed in the said Declaration as under :—

(a) By payment of Rs. i.e. 20% of the said purchase price as earnest money out of which the Purchaser has paid to the Developers the Sum of Rs. 2,500/- on the day of 198 and Rs. at the time of execution of this Agreement (the payment and receipt whereof the Developers hereby admit);

(b) By making the following part payments towards the balance of purchase price which shall be payable in the manner and by the instalments specified below, within seven days of the Developers giving to the Purchaser/s written notice calling for payment of the said money.

i) Rs. i.e. 15% of the said purchase price on completing the plinth of the said building No.

ii) Rs. i.e. 15% of the said purchase price on or before casting of the first slab of the said building No.

iii) Rs. i.e. 15% of the said purchase price on or before casting of the second slab of the said building No.

iv) Rs. i.e. 15% of the said purchase price on or before casting of the Third Slab of the said building No.

v) Rs. i.e. 15% of the said purchase price on or before casting of the Fourth slab of the said building No.

vi) Rs. i.e. 5% of the said purchase price on or before taking possession of the said premises or within eight days from the date on which the Notice or intimation offering possession is received by the Purchaser/s or any of them.

Handwritten initials or signature.

and to receive the consideration money even though such a Conveyance is obtained in favour of the Co-operative Society. Adequate provisions for the above shall be made in the Deed of Conveyance and/or other assurance to be executed in pursuance hereof.

32. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post Under Certificate of Posting at his/her/their address specified herein below:

MR. V. S. SREEKUMAR, NAIR
12 A, NEW SONALI HSG. SOCIETY, MITHI CHOWKI,
MALAD (WEST), BOMBAY - 400 064.

33. The Purchaser/s shall permit the Developers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and to make good within three months of the giving of a notice all defects decays and wants of repair of which such notice in writing shall be given by the Developers to the Purchaser/s and also for the purpose of repairing any part of the building and for the purpose of making repairing, maintaining, rebuilding, altering, clearing, lighting and keeping in order and condition all services drains, pipes, cables, water courses, gutters, wires party structures or other conveniences belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar purposes.

34. It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purposes so as to reach the water tanks of the building. The Purchaser/s of such terrace shall be entitled to make use of the same for all purposes whatsoever as provided by law and the Rules and Regulations of the Municipal Corporation of Greater Bombay and the Bombay Suburban Electric Supply Co. Ltd.,

35. It is also understood and agreed by and between the parties hereto that the terrace spaces in front or in back of the terrace or other flats in the said building shall belong exclusively to the respective Purchasers of the flat in whose front or back the terraces are situate and such terrace spaces are intended for the exclusive use of such flats.

36. The Developers shall have a first lien and a charge on the said premises agreed to be acquired by the Purchaser/s in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that pieces or parcels of vacant land or ground situate at Village Dahisar, Taluka Borivli, District Bombay Suburban within the limits of Greater Bombay in the District and Registration Sub-District of Bombay City and Bombay Suburban bearing Survey Nos. 191, Hissa

No. 2 and 194 of Village Dahisar and City Survey No. 2334 of City Survey Dahisar and admeasuring 39,305.12 Square Metres or thereabout and bounded as follows : That is to say On or towards the EAST by Survey No. 193, On or towards the SOUTH by Survey No. 195, On or towards the WEST by Survey No. 191 and 192 and On or towards the NORTH by Survey No. 192 and 193.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL that pieces or parcels of vacant land or ground situate at Village Dahisar, Taluka Borivli, District Bombay Suburban within the limits of Greater Bombay in the District and Registration Sub-District of Bombay City and Bombay Suburban bearing Survey No. 194 of Village Dahisar and City Survey No. 2334 of City Survey Dahisar and admeasuring 26,584.06 Square Metres or thereabouts and bounded as follows : That is to say On or towards the EAST by the property bearing Survey No. 193 Hissa No. 5 of Dahisar, On or towards the SOUTH partly by the property bearing Survey No. 195 Hissa No. 1 of Dahisar and partly by the property bearing Survey No. 209 of Dahisar, On or towards the WEST by the remaining portion of the property more particularly described in the First Schedule hereunder written and On or towards the NORTH partly by Road and partly by the property bearing Survey No. 193 Hissa No. 6 (part) of Dahisar.

THE THIRD SCHEDULE ABOVE REFERRED TO

LIST OF GENERAL SPECIFICATIONS & AMENITIES

- BUILDINGS :** Building shall be multistoried of R.C.C. frame structure with external walls of bricks/hollow blocks and internal partition walls of bricks/blocks as per B.M.C. specifications.
- PLASTER :** Externally the buildings shall be finished with two coats of sand faced plaster and internally with neroo finished plaster.
- PAINT :** Externally the building shall be painted with two coats of cement water proof paint and internally with three coats of colour wash. Doors and windows shall be painted with three coats of synthetic enamel paint.
- FLOORING :** Flooring shall be I.P.S.
- DOORS :** Doors shall be strip wood with latch on both the sides and wood frames.
- WINDOWS :** Windows shall be M.S. casement fully glazed.
- BATHROOMS :** Bathrooms shall have I.P.S. flooring.
- W. C. :** W. C. Shall be Indian style pan and high level cistern with I.P.S. flooring.
- ELECTRICAL :** Living room and bedroom shall be provided with one light point, one fan point and one plug point on switch board.

Kitchen & Bathroom: One light point each
Balcony: One light point.

Staircase: One light point with single control
at every landing.

WATER

For continuous storage of water supply: under-
ground R.C.C. water tank with 2 electric pumps
and overhead water storage tank shall be pro-
vided as per BMC specifications.

INTERNAL ROADS: Internal roads shall be constructed and lighting
shall be provided as per B.M.C. specifications.

SIGNED SEALED AND DELIVERED
by the withinnamed Owner
JAISUKHLAL GOVINDJI SHAH in
the presence of

Constituted Attorney

For JAI' **J. L. G. SHAH**

1.

2.

SIGNED SEALED AND DELIVERED
by the withinnamed Developers
SURVIN DEVELOPMENT CORPORA-
TION by the hand of their partner/s
in the presence of

For SURVIN DEVELOPMENT CORPORATION

PARTNER

1.

2.

SIGNED SEALED AND DELIVERED
by the withinnamed Purchaser/s...
MR. V. S. SREEKUMAR NAIR
.....
..... in the presence of.....

1.

2.

RECEIVED the day and year
first here-in-above written from the
withinnamed Flat/Shop Purchaser the
sum of Rs. 2,500/- (Rupees Two
Thousand Five Hundred) on the day
of 198 and sum of
Rs. 90,000/- (Rupees Ninety
thousand Only.....)
as earnest money aggregating to
Rs. 90,000/- (Rupees Ninety
thousand Only.....) only to be
by the Purchaser/s paid to the Deve-
lopers.

Rs. 90,000/-.....

ANNEXTURE II

TITLE CERTIFICATE

This is to certify that we have investigated the title of Jaisukhlal Govindji Shah to the land situate in Mouje Dahisar, Taluka Borivli, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey No. 191 Hissa No. 2 admeasuring 1-½ Gunthas and Survey No. 194 Hissa No. 1 admeasuring 9 Acres 27 Gunthas that is equal to 39,305.21 Square Metres or thereabouts and bearing C.T.S. No. 2334 of City Survey Dahisar. The said land was purchased by Mr. Jaisukhlal Govindji Shah by a registered Conveyance dated 30th November 1963 from Madhukar Balwant Madgaonkar, Mr. Jaisukhlal Govindji Shah has been continuously in possession of the said land since 30th November 1963. The said land was purchased by Mr. Jaisukhlal Govindji Shah who is a Non-Resident Indian after obtaining the permission of the Reserve Bank of India for purchase as evidenced by Reserve Bank of India's letter dated 9/10th January 1963 bearing Reference No. EC.SEC./162/2251-63 addressed to Mr. Jaisukhlal Govindji Shah. Mr. Jaisukhlal Govindji Shah has not created any encumbrance on the said land. Mr. Jaisukhlal Govindji Shah has entered into an Agreement for Development of the said land dated 3rd October 1979 with M/s. Survin Development Corporation a registered partnership firm, having their principal place of business at 120, Jusud Bhavan, Road No. 24-A, Sion (West), Bombay 400 022 on the terms and conditions as recorded in the said Agreement. By an Order dated 15th May 1980 bearing Reference No. C/ULC/SEC-21/SR-I-203 made by the Additional Collector and Competent Authority (U.L.C.), Greater Bombay, under Section 21 (1) of the Urban Land (Ceiling & Regulation) Act, 1976 Mr. Jaisukhlal Govindji Shah has been allowed to continue to hold the vacant land in excess of the ceiling limit under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for construction of houses for weaker sections of the Society through M/s. Survin Development Corporation subject to the terms and conditions laid down in the said Order. One of the terms of the said order is that Mr. Jaisukhlal Govindji Shah has to convey the land under the building and the land to be kept open as per Building Regulations Development Control Rules of Greater Bombay Municipal Corporation to the buyers of the tenements as and when they form co-operative housing society (vide Condition No. 9) Out of the total area of 39305.12 sq. mrts. Mr. Jaisukhlal Govindji Shah has handed over possession of an area of 6646.59 Square Metres to the Bombay Housing and Area Development Authorities as per the said Declaration. The area to be retained with Mr. Jaisukhlal Govindji Shah is 500 Square Metres and the area in excess of ceiling limit allowed to be retained with the said Jaisukhlal Govindji Shah is 26,584.06 Square Metres and so far as the remaining area is concerned the same is covered by D. P. Road, Internal Roads, Garden, Play Ground and Park as stated in the Annexure No. 1 to the said Order dated 15th May 1980. In our opinion the title of Shri Jaisukhlal Govindji Shah to the said land excluding the area of 6646.59 Square Metres is marketable and free from encumbrances.

Dated at Bombay this 15th day of September 1980.

Gagrat & Co.,
Sd/ A. R. Jani

ANNEXTURE II

TITLE CERTIFICATE

This is to certify that we have investigated the title of Jaisukhlal Govindji Shah to the land situate in Mouje Dahisar, Taluka Borivli, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing Survey No. 191 Hissa No. 2 admeasuring 1-½ Gunthas and Survey No. 194 Hissa No. 1 admeasuring 9 Acres 27 Gunthas that is equal to 39,305.21 Square Metres or thereabouts and bearing C.T.S. No. 2334 of City Survey Dahisar. The said land was purchased by Mr. Jaisukhlal Govindji Shah by a registered Conveyance dated 30th November 1963 from Madhukar Balwant Madgaonkar, Mr. Jaisukhlal Govindji Shah has been continuously in possession of the said land since 30th November 1963. The said land was purchased by Mr. Jaisukhlal Govindji Shah who is a Non-Resident Indian after obtaining the permission of the Reserve Bank of India for purchase as evidenced by Reserve Bank of India's letter dated 9/10th January 1963 bearing Reference No. EC.SEC./162/2251-63 addressed to Mr. Jaisukhlal Govindji Shah. Mr. Jaisukhlal Govindji Shah has not created any encumbrance on the said land. Mr. Jaisukhlal Govindji Shah has entered into an Agreement for Development of the said land dated 3rd October 1979 with M/s. Survin Development Corporation a registered partnership firm, having their principal place of business at 120, Jusud Bhavan, Road No. 24-A, Sion (West), Bombay 400 022 on the terms and conditions as recorded in the said Agreement. By an Order dated 15th May 1980 bearing Reference No. C/ULC/SEC-21/SR-I-203 made by the Additional Collector and Competent Authority (U.L.C.), Greater Bombay, under Section 21 (1) of the Urban Land (Ceiling & Regulation) Act, 1976 Mr. Jaisukhlal Govindji Shah has been allowed to continue to hold the vacant land in excess of the ceiling limit under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for construction of houses for weaker sections of the Society through M/s. Survin Development Corporation subject to the terms and conditions laid down in the said Order. One of the terms of the said order is that Mr. Jaisukhlal Govindji Shah has to convey the land under the building and the land to be kept open as per Building Regulations Development Control Rules of Greater Bombay Municipal Corporation to the buyers of the tenements as and when they form co-operative housing society (vide Condition No. 9) Out of the total area of 39305.12 sq. mtrs. Mr. Jaisukhlal Govindji Shah has handed over possession of an area of 6646.59 Square Metres to the Bombay Housing and Area Development Authorities as per the said Declaration. The area to be retained with Mr. Jaisukhlal Govindji Shah is 500 Square Metres and the area in excess of ceiling limit allowed to be retained with the said Jaisukhlal Govindji Shah is 26,584.06 Square Metres and so far as the remaining area is concerned the same is covered by D. P. Road, Internal Roads, Garden, Play Ground and Park as stated in the Annexure No. 1 to the said Order dated 15th May 1980. In our opinion the title of Shri Jaisukhlal Govindji Shah to the said land excluding the area of 6646.59 Square Metres is marketable and free from encumbrances.

Dated at Bombay this 15th day of September 1980.

Gagrat & Co.,
Sd/ A. R. Jani
Partner.

CERTIFICATE OF HOUSING SCHEME

Housing Scheme known as "ASHOKVAN" on land bearing S. No. 194, 191/2 and C.T.S. No. 2334 of Dahisar Village, B.S.D. Bombay situated at Shiv Vallabh Road, Borivli (East) for M/s. Survin Development Corporation.

THIS IS TO CERTIFY THAT we have surveyed the captioned property and have taken inspection of the relevant Revenue, City Survey and Municipal Records concerning the captioned property and have to state as under :—

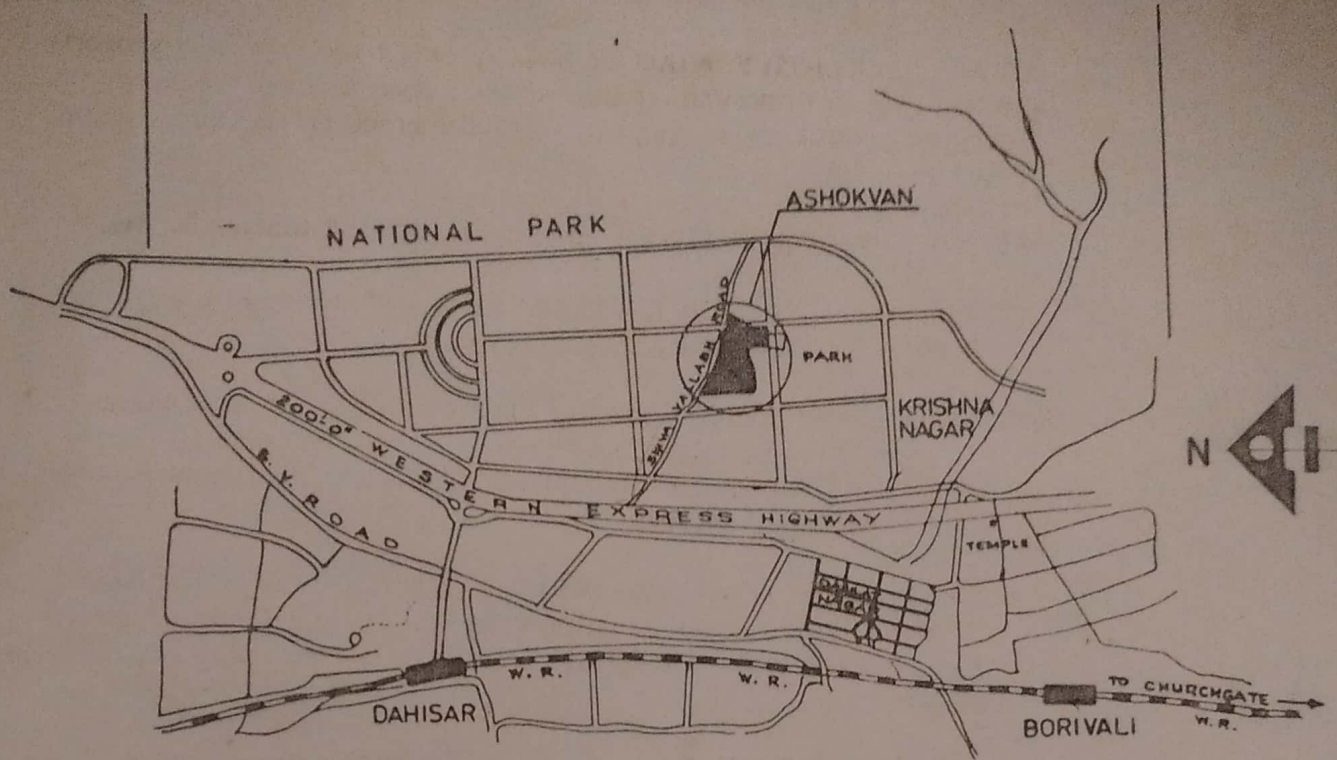
- (a) The area of the captioned property is 39,305.12 Square Metres.
- (b) The property falls in Residential Zone with shopping line as per the Master Plan of Greater Bombay.
- (c) The property is not encroached upon on any side and is vacant.
- (d) The property stands in the name of Shri Jaisukhlal Govindji Shah in the relevant records.
- (e) The property is not subject to any acquisition or requisition or reservation for any public purpose save and except the Development Plan Road, also for Municipal Primary School and play ground as under.
 - (i) Area under D. P. Road : 3605.97 Square Metres.
 - (ii) Area under Municipal Primary School Reservation : 246.75 Square Metres.
 - (iii) Area under play ground reservation : 1722.00 Square Metres.
- (f) The layout of the property and the building plans have been prepared in accordance with the Municipal Bye-laws and Rules and Development Control Rules and the provision of the Declaration No. C/ULC/SEC-21/SR-I-203 dated 15th May 1980 made by the Competent Authority appointed under the Urban Land (Ceiling & Regulations) Act, 1976.
- (g) Except the Municipal Approval and the conversion of user of land from agricultural to non-agricultural which shall be obtained upon the approval of the Building Plans, no other permission of any authority is necessary for construction of buildings.

BOMBAY, Dated this 6th day of September 1980.

Sd/- S. N. DIXIT
FOR DIXIT ASSOCIATES

ASHOKVAN

LOCATION PLAN



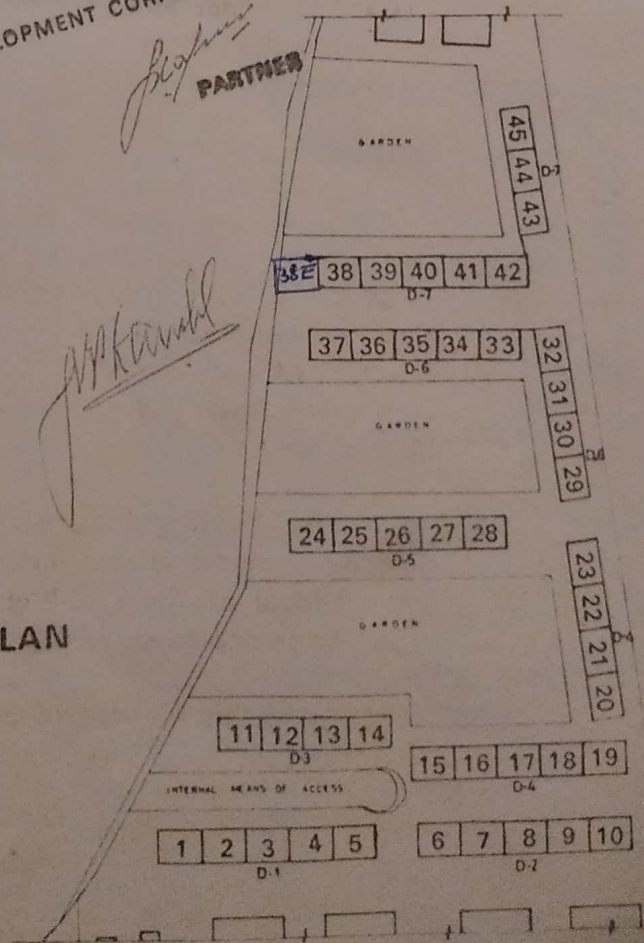
DR. RAJIV DEVELOPMENT CORPORATION

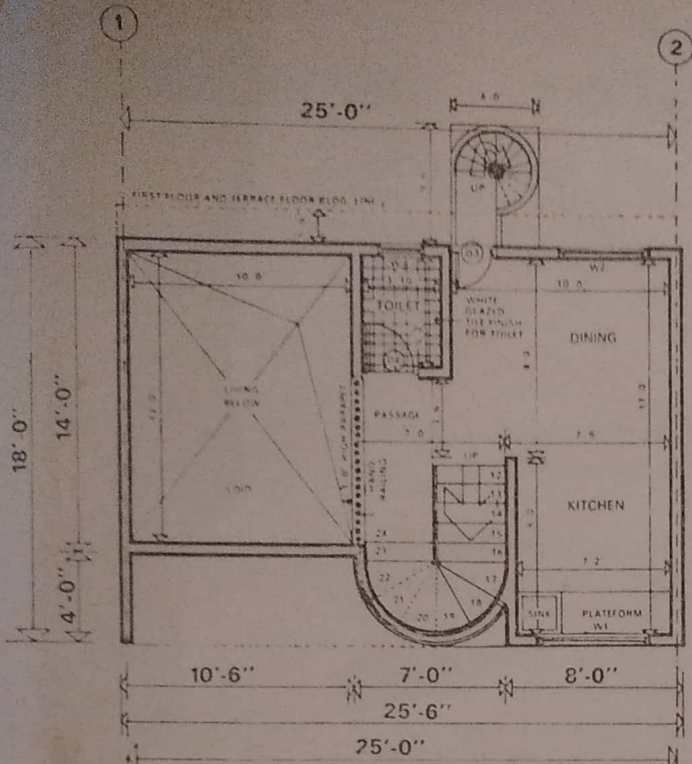
Signature
PARTNER

This site is located on Shiv Vallabh Road, Borivli (East) adjoining Krishna Nagar and is conveniently situated within 10/15 minutes walking distance from Dahisar/Borivli railway stations. BEST buses are available within 5 minutes walking distance.

Signature

SITE PLAN



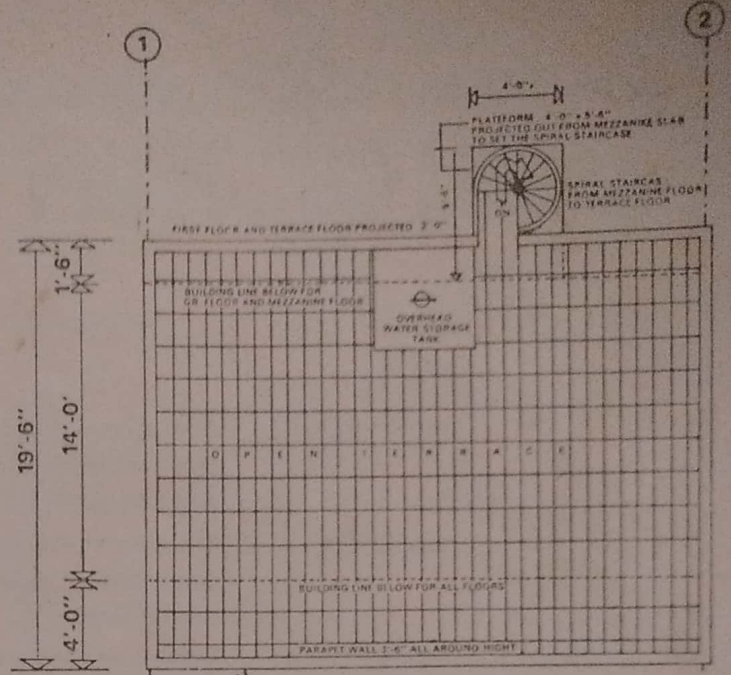


MEZZANINE FLOOR PLAN

SCALE 4 FT. TO AN INCH

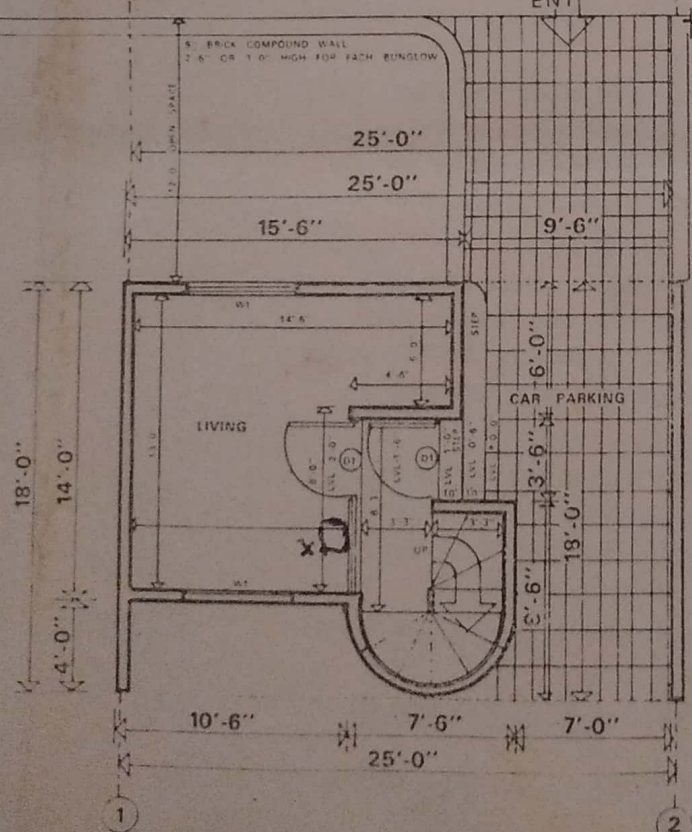
22'-0" WIDE ACCESS ROAD

FAT SURVIN DEVELOPMENT CORPORATION



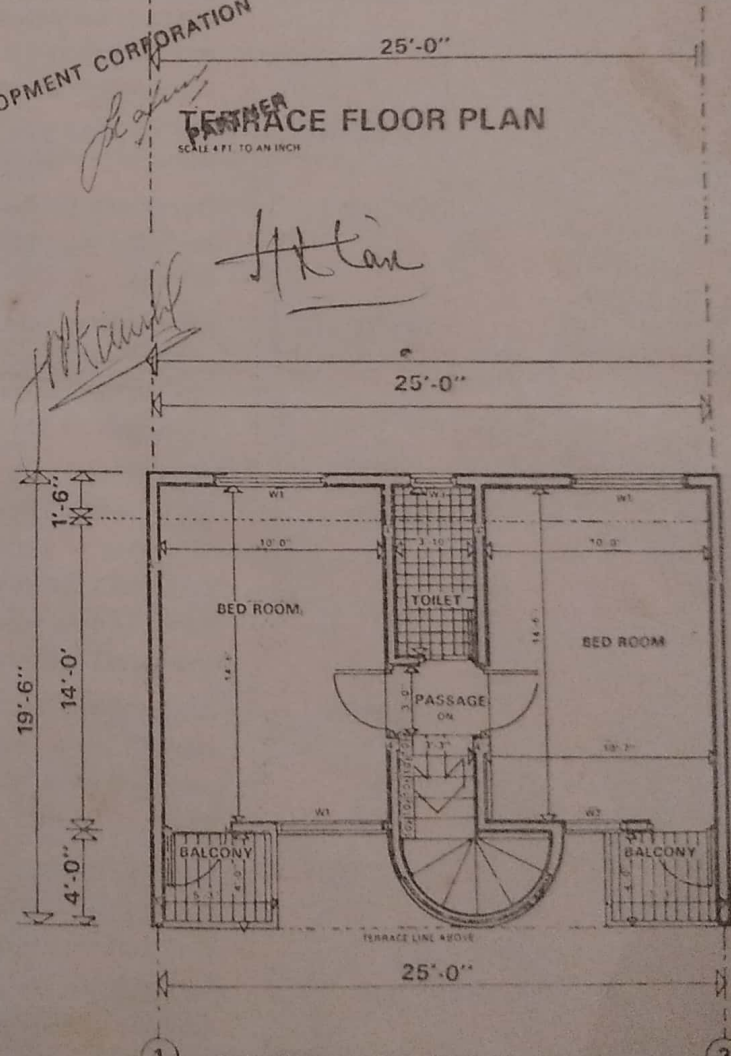
TERRACE FLOOR PLAN

SCALE 4 FT. TO AN INCH



GROUND FLOOR PLAN

SCALE 4 FT. TO AN INCH



FIRST FLOOR PLAN

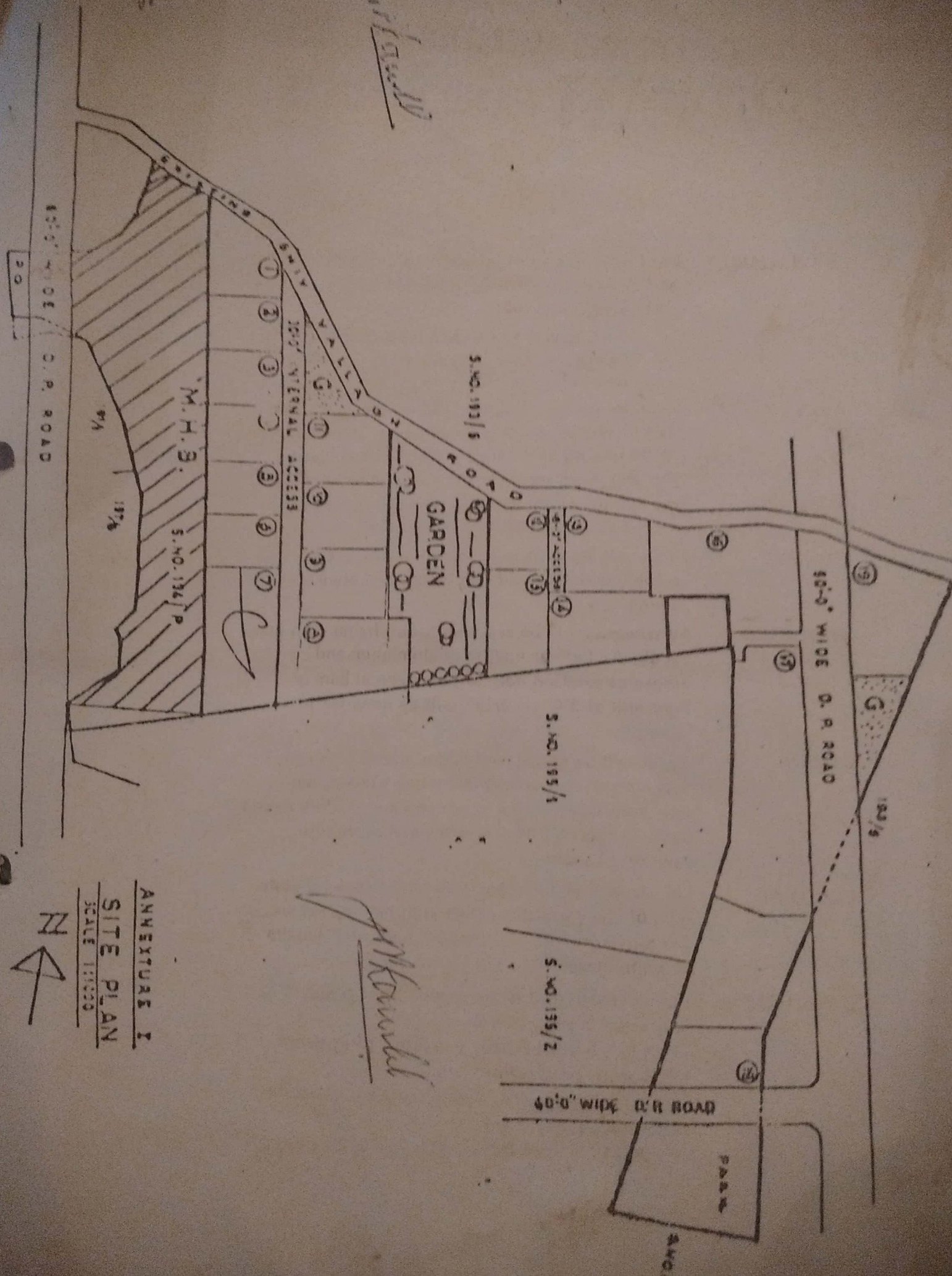
SCALE 4 FT. TO AN INCH

Install Telephone left side of main Entrance, near staircase

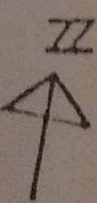
GENERAL SPECIFICATION AND AMENITIES FOR **ASHOKVAN** ROW HOUSES

- ROW HOUSES :** Row House will be of ground floor and mezzanine and first floor with R.C.C. frame structure and sloping R.C.C. roof.
- PLASTER :** The row house will be finished with double coat of sand faced plaster externally and neroo finished plaster internally.
- PAINT :** Externally the row house will be painted with two coats of cement water proof paint and internally it will be painted with three coats of colour wash. Door and windows shall be painted with flat oil paint.
- FLOORING :** The flooring will be made of marble mosaic tiles of neutral shades with half tile skirting.
- DOORS :** Doors will be made from seasoned wood. They will be fitted with oxidised iron hinges and aluminium fittings.
- WINDOWS :** All windows will be seasoned wood frame with glass panels. All fixtures will be of aluminium and hinges of oxidised iron. 5/8" horizontal bars or light grill of 3/4" + 3/16" will be provided in windows.
- TOILET :** Toilet will be paved with white glazed tiles and will have 4' glazed tiles dado, one shower, and one wash basin with a mirror and one 3.5 KW geyser each. Toilets will have western style pan with low level cistern.
- KITCHEN :** Kitchen will be provided with raised cooking plate- from of black kadappa finish with tap and nahani and provision for gas cylinder. Dado of 1' height of white glazed tiles will be provided.
- ELECTRICAL :** Living Room and Bedroom: 1 light point, 1 fan point and 1 plug point.
Kitchen : 1 light point, 1-5 amp. plug point and 1-15 amp. plug point.
Toilet : 1 light point, 1-5 amp. plug point and 1-15 amp. plug point.
Verandah : 1 light point, and 1-5 amp. plug point.

McKinnell



ANNEXTURE I
 SITE PLAN
 SCALE 1"=20'



McKinnell

.....
JAISUKHLAL GOVINDJI SHAH
OWNER
AND
M/S. SURVIN DEVELOPMENT
CORPORATION....DEVELOPERS

To.

Mr. V. S. SREEKUMAR NAIR.

..... PURCHASER

AGREEMENT

Tenement
"ASHOKVAN FLAT/SHOP No.... 38E.....On
Ground / First / Second / Third / Fourth floor in
Building No.....

M/S. SUNKERSETT AND VAIDYA
ADVOCATES AND SOLICITORS
FOR DEVELOPERS