



THIS AGREEMENT made at Bombay this 7th day of Aug in the Christian Year one thousand nine hundred seventy Seven/Eight between AYOJAN BUILDERS PVT. LTD, a Company registered under the Companies Act, 1956 and having its office at 65, Mahatma Gandhi Road, Fort, Bombay-400 001 hereinafter called "THE BUILDERS", (Which expression shall unless it be repugnant to the context or meaning thereof deemed to include the successors and or its assignees of the one part and Mr./Mrs./Messrs

Gajanan. Anant. Deshmukh

at present residing at 21, A.K. Bldg
J. K. Khale Road (N)
Dadar, Bombay, 21

hereinafter called "THE FLAT HOLDER" (which expression shall unless it be repugnant to the context or meaning thereof to include his or her heirs, executors, administrators and permitted assigns) of the other part;

WHEREAS by a Conveyance dated the 2nd April, 1975 and made between S. F. Jariwala therein called the Vendor and G. S. Sukhthankar therein called the confirming party and the Builders herein therein called the Purchasers, the Vendors therein did for the consideration therein mentioned grant transfer convey and assign unto the Purchasers therein the Builders herein the piece or parcel of land or ground admeasuring 7985 sq. yards equivalent to 6831 sq. meters or thereabouts bearing S. No. 479 Hissa No. 1 (part) and more particularly described in the schedule thereunder written and lodged for registration with the Sub-Registrar of Assurances at Bombay under serial No. 1974 of 1975 on the 15th April, 1975 and more particularly described Firstly in the First Schedule hereunder written.

AND WHEREAS by an Indenture of Conveyance dated 10th day of July, 1975 and made between Krishnarao Vasantrao Pathare and Anr. therein called the Vendors and the

Builders herein therein called the purchasers, the Vendors therein did for the consideration mentioned therein grant convey and assign unto to the purchasers therein the Builders herein the piece or parcel of land admeasuring 765 sq. meters or thereabouts lying and being at Malad comprising of the proposed 44 ft. wide north-south road and a vacant piece or parcel of land admeasuring about 137.50 sq. meters or thereabouts and more particularly described in the Schedule thereunder written and lodged for registration under serial No. 2659 of 1975 and more particularly described secondly in the First Schedule hereunder written.

AND WHEREAS by Indenture of Conveyance dated 10th of July, 1975 made between Krishnarao Vasantrao Pathare and Anr. therein called the Vendors and the Builder herein therein called the Purchasers the Vendors therein did for the consideration therein mentioned did grant transfer convey and assign 640 sq. meters of piece or parcel of land thereabout comprised of proposed north-south 44' wide road and vacant piece or parcel of land admeasuring 130.150 sq. meters or thereabouts and more particularly described in the schedule thereunder written and lodged for registration with the Sub-Registrar of Assurance at Bombay under serial No. 2660 of 1975 and more particularly described Thirdly in the First schedule hereunder written.

AND WHEREAS the Builders herein have amalgamated the said plots of land.

AND WHEREAS the Builders have also handed over the possession of the 44' wide road to the Municipal Corporation as requested.

AND WHEREAS the Builders have got the plans sanctioned for the construction of several buildings on the said plot of land under EB/CE/1860, EB/CE/1861, EB/CE/1862, EB/CE/2301, EB/CE/2415, EB/CE/2416 & EB/CE/2417 etc.

AND WHEREAS the Builders are contemplating the registration of the Society in respect of each individual building which are named as A, B, C, D, E, AA, AB, AC, BA, BB, BC etc., AYOJAN NAGAR.

AND WHEREAS the conveyance in respect of each building will be granted by the Builder without sub-division of plot for each building in favour of proposed society and/or proposed Limited Co. with common rights of garden and right of way and such other common rights as may be decided by the Builders herein.

AND WHEREAS the said buildings are tentatively and collectively known as "AYOJAN NAGAR".

AND WHEREAS the Builders have handed over to the purchaser herein true copies of the said three conveyances and also the copies of the plans approved by Bombay Municipal Corporation and other documents and papers as are required to be submitted to the

Purchasers herein under the Maharashtra Co-operative Societies Act, 1960 and the Rules and Regulations framed thereunder (The Purchaser acknowledge the receipt of the same) AND WHEREAS the certificate of title issued by M/s. Shah & Sanghavi, Attorneys for the Builders herein has been inspected by the Purchasers herein a copy whereof is hereto annexed and Marked 'A' AND WHEREAS the Builders will be selling the flats on the said amalgamated plot of land on what is known as 'Ownership basis' AND WHEREAS the purchasers have agreed to acquire from the builders the said flat on the terms and conditions more particularly set out as hereunder :-

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties hereto as follows :-

1. The Builders shall, under normal conditions, construct Buildings, as per the said plans, designs and specifications seen and approved by the Flat Holder, with such variations and modifications as the Builders may consider necessary or may be required by any Public Authority to be made in them or in any of them. (The Flat-Holder hereby consents to such variations).

2. The Flat/Holder hereby agrees to acquire the said Flat/garage/shop bearing No. 103 on the 1st floor of building No. B and shown on the plan hereto annexed and therein surrounded to red coloured boundary line at or for the price of Rs. 35,000.00 (Rupees Thirty five thousand only)

3. The Flat-Holder agrees to pay to the Builders the said consideration or purchase price of Rs. 35,000.00 (Rupees Thirty five thousand only) as under :-
 a) Rs. 2,000.00 (Rupees Two thousand only) as deposit on the execution of this agreement.

b) By making the following part-payments towards the balance of the purchase price which shall be payable in the manner and by the instalments specified below, within 7 days of the Builders giving to the Flat-Holder written notice calling for payment of the said moneys -

- | | | | | | |
|--------------------------|---------------------------------------------------------------------------------------------------------------|------------|--------|------------|------|
| i) Rs. <u>2,500.00</u> | on the | <u>9th</u> | day of | <u>Aug</u> | 1978 |
| ii) Rs. <u>10,000.00</u> | on the | <u>9th</u> | day of | <u>Aug</u> | 1978 |
| iii) Rs. <u>—</u> | on the | <u>—</u> | day of | <u>—</u> | 1978 |
| iv) Rs. <u>—</u> | on the | <u>—</u> | day of | <u>—</u> | 1978 |
| v) Rs. <u>20,500.00</u> | being the ultimate balance of the Purchase price against delivery of possession of the said flat/garage/shop. | | | | |

4. If the Flat-Holder commits default in making payments of any of the instalments aforesaid on their respective due dates (time being the essence of the Contract), the builder shall be

at liberty to terminate this Agreement in which event the said deposit paid by the Flat-Holder to the Builders shall stand forfeited. The Builders shall however, on such termination, refund to the Flat-Holder further instalments (without deposit) if any, which may have till then been paid by the Flat holder to the Builders, but without any further amount by way of interest or otherwise on the Builders terminating this Agreement under this clause, they shall be at liberty to sell off the said Flat to any other person as the Builder deem fit, at such price as the Builders may determine and the Flat-Holder shall not be entitled to question such sale or to claim any amount whatsoever from the Builders provided further that if there is any deficit the flat holder shall be bound and liable to pay the same.

5. Without prejudice to their other rights under this Agreement and/or in law, the Flat Holder shall be liable to pay interest at the rate of 18% per annum on all amounts due and payable by the Flat Holder under this Agreement, if such amounts remain unpaid for seven days or more after becoming due.

6. Possession of the said Flat/garage/shop shall be delivered to the Flat Holder after the Building is ready for use and occupation PROVIDED ALL the amounts due by the Flat Holder under this Agreement are paid to the Builders. The Flat Holder shall take possession of the said Flat/garage/shop within seven days of the builders giving written notice to the Flat Holder intimating that the said Flat/garage/shop is ready for use and occupation.

7. Possession of the said Flat/garage/shop shall be delivered by the Builders to the Flat Holder by 31st March 1978. The Builders shall not incur any liability if they are unable to deliver possession of the said Flat/garage/shop by the date aforesaid, if the completion of the building is delayed by reason of non-availability of steel and/or cement or by reason of war, civil commotion or any act of God or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other Public authority.

8. If for any reason the Builders are unable or fail to give possession of the said Flat/Garage/Shop to the Flat-Holder within the time specified under Clause 7 above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Flat Holder shall be entitled to give notice to Builder terminating this Agreement, in which event the Builders shall, within two weeks from the receipt of such notice, refund to the Flat Holder the aforesaid amount of deposit and the further amounts that have been received by the Builders from the Flat Holder as instalment part-payment in respect of the said Flat, as well as simple interest on such amounts at the rate of 9 percent per annum from the date of receipt till repayment.

9. Upon possession of the said Flat/Garage/Shop being delivered to the Flat-Holder he shall be entitled to the use and occupation of the said Flat/Garage/Shop. Upon the Flat holder taking possession of the said Flat/Garage/Shop, he shall have no claim against the Builders in respect of any item of work in the Flat/Garage/Shop which may be alleged not to have carried out or completed or not properly done.

10. Commencing a week after notice is given by the Builders to the Flat Holder that the said Flat/garage/shop is ready for use and occupation, the Flat Holder shall be liable to bear and pay all taxes and charges, for electricity and other services and outgoings payable in respect of the said Flat mentioned in Clause (11) hereof.

11. The Flat-Holder agrees and binds himself to pay regularly every month by the 5th of each month to the Builders until the Conveyance of the said property is executed in favour of a Co-operative Society or a Limited Company as aforesaid and thereafter to the aforesaid Co-operative Society or the Limited Company as the case may be, the proportionate share that may be decided by the Builders or the Co-operative Society or the Limited Company, as the case may be, for (a) insurance premium (b) all Municipal and other taxes and outgoings that may from time to time be levied against the land and/or building, including water-taxes and the water charges (c) outgoings for the maintenance and management of the building, Common lights, and other outgoings and collection charges incurred in connection with the said property.

12. The Flat Holder shall keep deposited with the Builders before taking possession of said Flat/garage/shop a sum of Rs. 2000/3000 as deposit towards the aforesaid expenses and outgoings. The said sum shall not carry any interest and will remain with the Builders until the Conveyance is executed in favour of the Co-operative Society or to a Limited Company as aforesaid and on such conveyance being executed, the aforesaid deposit shall be paid over to the Co-operative Society or the Limited company as the case may be. The Flat Holder shall also keep deposited with the Builders at the time of taking possession, a sum of Rs. 251/- as the share money and application fee. The Flat Holder shall keep deposited with the Builders before taking possession of the Flat/garage/shop. The following amounts which shall not carry interest and will remain with the builders until the conveyance is executed in favour of the Co-operative Society or a Limited Company as aforesaid and on such conveyance being executed the balance amount of any of the aforesaid deposits shall be paid out to the Co-operative Society or a Limited Company as the case may be.

- (a) Rs. 750.00 as deposits towards the expenses and outgoings as mentioned in Cl. (11).
- (b) Rs. as deposits towards stamp duty and registration charges on the conveyances.
- (c) Rs. 250.00 as Legal costs and other charges.

13. The Flat Holder shall also keep deposited with the Builders at the time of taking possession a sum of Rs. 251/- as the share money and membership fee.

14. The Builders shall grant the conveyance in respect of each Building separately with out any sub-division in respect of land or otherwise and with such common rights as to right

of way, open spaces, garden etc., and on such other terms, conditions and covenants as the Builders may deem fit and proper. The Flat Holder shall not object to such a conveyance and shall not insist upon any sub-division of the land in any manner whatsoever.

15. The Flat Holder shall not use the said Flat/garage/shop for any purpose other than a private residence or parking the car or for shop only.

16. The fixtures, fittings and amenities to be provided in the said building and in the said Flat/garage/shop and the materials to be used in the Construction of the said building and the specifications of the said building are as those as set out in Schedule hereunder written and the flat holder has satisfied himself about the designs of the said building.

17. The Flat-Holder shall from the date possession, maintain the said Flat/garage/shop at his/her own costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or in or to the said Flat/garage/shop staircase and common passages, which may be against the rules or bye-laws of the Bombay Municipal Corporation or any other Authority nor shall the Flat Holder change, alter or make additions in or to the said Flat/garage/shop or in the building or any part thereof. The Flat Holder shall be responsible for any breach of these provisions.

18. Provided it does not in any way affect or prejudice the rights of the flat-holder in respect of the said flat/garage/shop the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said land and in the building to be constructed to be a grant, demise or assignment in law of the said flat/garage/shop right, title and interest in the said land and in the building to be constructed thereon.

19. Nothing contained in these presents is intended to be nor shall be constructed to be a grant, demise or assignment in law of the said flat/garage/shop or the said land, hereditaments and premises or any part thereof or of the said building thereon or any part thereof.

20. The Flat Holder shall not let, sublet, transfer, assign or part with possession of the said flat/garage/shop without the Consent in writing of the Builders, till the conveyance is executed in favour of the Society/Societies or the Limited Company/Companies.

21. The Flat-Holder and the person to whom the said Flat/garage/shop is let, sub-let, transferred, assigned or given possession of flat/garage/shop shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or Co-operative Society and/or the Limited Company as the case may be, require for safe-guarding the interest of the Builders and/or of the building and/or of the Flat Holders in the said Building.

22. The Flat-Holder and the persons to whom the said flat/garage/shop is let, sub-let, transferred, assigned or given possession of shall observe and perform all the rules and regulations which the Co-operative Society on registration may adopt and/or all the provisions of the Memorandum and articles of association of the Limited Company when incorporated and the additions, alterations, or amendments thereof, for protection and maintenances of said building and the flats therein and for observance and carrying out of the Building Rules and Regulations and the Bye-laws for the time being of the Bombay Municipal Corporation and other local authorities and of the Government and other public bodies. The Flat Holder and the persons to whom the said flat/garage/shop is let, sub-let transferred, assigned or given possession of shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Limited Company as the same may be regarding the occupation and use of the building and/or the flat/garage/shop therein and shall pay and contribute regularly and punctually towards the taxes or other outgoing in accordance with the terms of this Agreement, clause No. 11.

23. The Builders will form the Co-operative Society and/or Limited Company with all the Flat Holders as members or share holders under the provisoin of law. All the Flat holders shall give their necessary Co-operation in formation of the Society or of the Limited Company. On the Co-operative Society being registered or the Limited Company being incorporated, as the case may be the rights of the Flat holders as the Purchaser of the said flat/garage/shop will be recognised by the provisions of the said Co-operative society or Limited company and the Rules and Regulations framed by them, as the case may be.

24. On the completion of the said building and on receipt by the Builders of the full payment of all the amounts due and payable to them by all the Flat Holders of the said Building, the Builders shall with the Co-operation of the Flat Holders form register or incorporate a Co-operative Society or a Limited Company the rights of members of the Co-operative Society or of the Limited Company as the case, may be, being subject to be executed in pursuance hereself. When the Co-operative Society or Limited Company is registered or incorporated as the case may be, and all the amounts due and payable to the builders are paid in full as aforesaid, the Builders shall execute the necessary conveyance in favour of such Co-operative Housing Society or Limited Company, as the case may be.

25. Messrs. Shah & Sanghavi, Solicitors of the Builders shall prepare and/or approve, as the case may be, the conveyance and all other documents to be executed in pursuance of this Agreement as also the Bye-laws or the Memorandum of Association in Connection with the formation, registration and/or incorporation of the Co-operative Society or the Limited Company as the case may be, All costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society or the Limited Company as the case may be, shall be borne shared and paid by all the Flat Holders of the said Building, in equal shares and/or paid by such co-operative Society or limited Company.

26. The stamp duty and registration charges and charges incidental to this agreement shall be borne and paid by the Flat Holders only.
27. In case any security deposit is demanded by Bombay Municipal Corporation for the purpose of giving water connection to the said building, such deposit shall be payable by all the Flat Holders of the Building in equal share. The Flat Holder agrees to pay on demand to the builders his/her shares of such deposit.
28. If at any time any development and/or betterment charges or other levy levied or sought to be recovered by the Bombay Municipal Corporation, Government and/or any other Public Authority in respect of the said land and/or building the same shall be the responsibility of all the flat holders of said Building and same shall be borne and paid by all the flat holders in equal shares.
29. The Builders shall have an absolute right until the execution of the Conveyance in favour of the proposed Society or Limited Company to make additions, alterations, raise storeys or put up additional structures as may be permitted by Municipality and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Builders who will be entitled to dispose it off in any way they choose and the flat holder hereby consents to the same. The terrace of the building including the parapet wall shall always be the property of the Builders and the Builders shall also be entitled to display advertisements, on the walls of the water tanks standing on the Terrace and shall be exclusively entitled to the income that may be derived by display of the said advertisement. The Agreement with the Flat-Holders and all the purchasers of other flat/garage/shop in the said building shall be subject to the aforesaid rights of the Builders who shall be entitled to use the said terrace including parapet wall and the walls of the water tanks therein for any purpose including the display of advertisement and sign boards and the Flat Holder shall not raise any objection or ask for any abatement in the price of flat agreed to be acquired by him/her and/or to any compensation or damage on the ground of inconvenience or any other ground whatsoever.
30. All notices to be served on the Flat Holders as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Holder by prepaid post under Certificate of posting at his address specified above.
31. The Flat Holder shall pay the sum of 200/- to M/s. Shah & Sanghavi Solicitors for the legal costs of preparation of these presence only.
32. The Flat Holder agrees to secure the payment of all dues becoming due from time to time and payable to the Builder as set out in Cl. 11 and 12 herein above on or before taking possession of the flat by giving a bank guarantee and/or such other security to the satisfaction of the Builders.

33. The Flat Holder shall pay to Shri. *Ramantul. D. Jambhli* brokerage at the rate of 2% of the said purchase price for having brought about the transaction. *b*

34. If any dispute, difference of question at any time hereafter arises between the parties hereto or their representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the rights, liabilities or the duties of the parties hereunder, the same shall be referred to the Arbitration of two persons one appointed by each party whose decision in the matters referred to them shall be final and binding on all parties hereto. The arbitrators may in turn appoint an Umpire whose decision in the matters under reference shall be final and binding on all the parties hereto. Provisions of the Indian Arbitration Act of 1940 or any statutory modifications or re-enactment thereof for the time being in force shall apply to such references.

35. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act 1963 and the Maharashtra Ownership Flat Rules 1964 or any other provisions of law applicable thereto.

IN WITNESS WHEREAS the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

FIRST SCHEDULE ABOVE REFERRED TO :

FIRSTLY

ALL THAT piece or parcel of land situate lying and being off Mamlatdar Wadi Road, Malad, in the Registration District and Sub-District of Bombay City and Bombay Suburban and containing by admeasurement 7986 square yards i.e. 6830 square meters or thereabouts bearing survey No. 470, Hissa No. 1 Village Malad and which piece or parcel of land is bounded as follows: **THAT** is to say on or towards the East by 44' wide road on or towards the West partly by the property bearing Survey No. 479 Hissa No. 2 and partly by the property bearing Survey No. 480, on or towards the SOUTH by the land bearing Survey No. 473 and on or towards the North by the land bearing Survey No. 492.

SECONDLY

ALL THAT piece or parcel of open, vacant land admeasuring about 765.00 meters or 914.50 sq yds. and affected or lying or comprising of the proposed 44' wide north South Road, and second piece or parcel of open vacant land admeasuring 137 sq. metres or 164-00 sq. yards and lying between the aforesaid proposed 44' wide road touching its western side AND the existing property of the purchasers touching on its Eastern side both together totally lying 902.50 sq-yds. and being part of old Revenue Survey No. 478 and now being part of

new City Survey No. 223 of village Malad in Tahasil Borivali in the Registration Sub-District and District of Bombay City and Bombay Suburban of Greater Bombay and as shown in the plan hereunder and being bounded in colour red and bounded :

ON EAST : by the remaining part of C. T. S. 223 belonging to the the Vendors i.e. land comprised of proposed 44' Road, and play ground as per development plan,

ON SOUTH : by part of C. T. S. 224 belonging to the Vendors i.e. land comprised or proposed 44' Road, and play ground as per development plan.

ON WEST : by property of purchasers i.e. C. T. S. No. 225.

AND

ON NORTH : by property of Karsandas Varjivandas Thanwala Trust i.e. C. T. S. No. 222 and partly by proposed 44' road.

THIRDLY

ALL THAT piece or parcel of open, vacant land admeasuring about 640.00 sq. metres or 765 sq. yds. and affected or lying or comprising of the proposed 44' wide North South Road and 2nd piece or parcel of open, vacant land admeasuring 130.40 sq. metres or 156.00 sq. yds. and lying between the aforesaid proposed 44' wide road touching its western side AND the existing property of the purchasers touching on its Eastern side both together totalling 770.50 sq. metres or 921.50 sq. yards out of total area of the plot of 9075 sq. yds. and being part of old Revenue Survey No. 478 and now being part of new City Survey No. 224 of village Malad in Tahasil Borivali in the Registration Sub-District and District Bombay City and Bombay Suburban in Greater Bombay and as shown in the plan hereunder and being bounded in colour red and bounded :

ON EAST : by remaining part of C. T. S. No. 224 belonging to Vendors i.e. land comprising of proposed play ground and major portion remaining in the residential zone and as per Development plan.

ON SOUTH : by part of C. T. S. No. 406 of part of C. T. S. NO. 225, respectively belonging to Vendors and the Purchasers i.e. land comprised of proposed 44' Road.

ON WEST : by part of C. T. S. No. 225 belonging to the purchasers.

AND

ON NORTH : by part of C. T. S. No. 223 belonging to the Vendors and comprised of proposed 44' Road,

Common seal of the Ayojan Builders Private Limited is hereto affixed pursuant to the Resolution of the Board of Directors passed on the 8th November 1977 in the presence of Mr. Director of the Company and in the presence of

For Ayojan Builders Pvt. Ltd.

[Signature]
Director.

SIGNED SEALED AND DELIVERED)
by the withinnamed Unit-Holder)
in the presence of)

[Signature]

RECEIVED on the day and year hereinabove written)
the sum of Rs. 2000.00 (Rupees Two)
Thousand only by cash/cheque bearing)
No. 852959 dated 22/7/78 drawn)
on *[Signature]* being the amount of earnest money)
payable by the Unit Holder to us.)

Rs. 2000.00

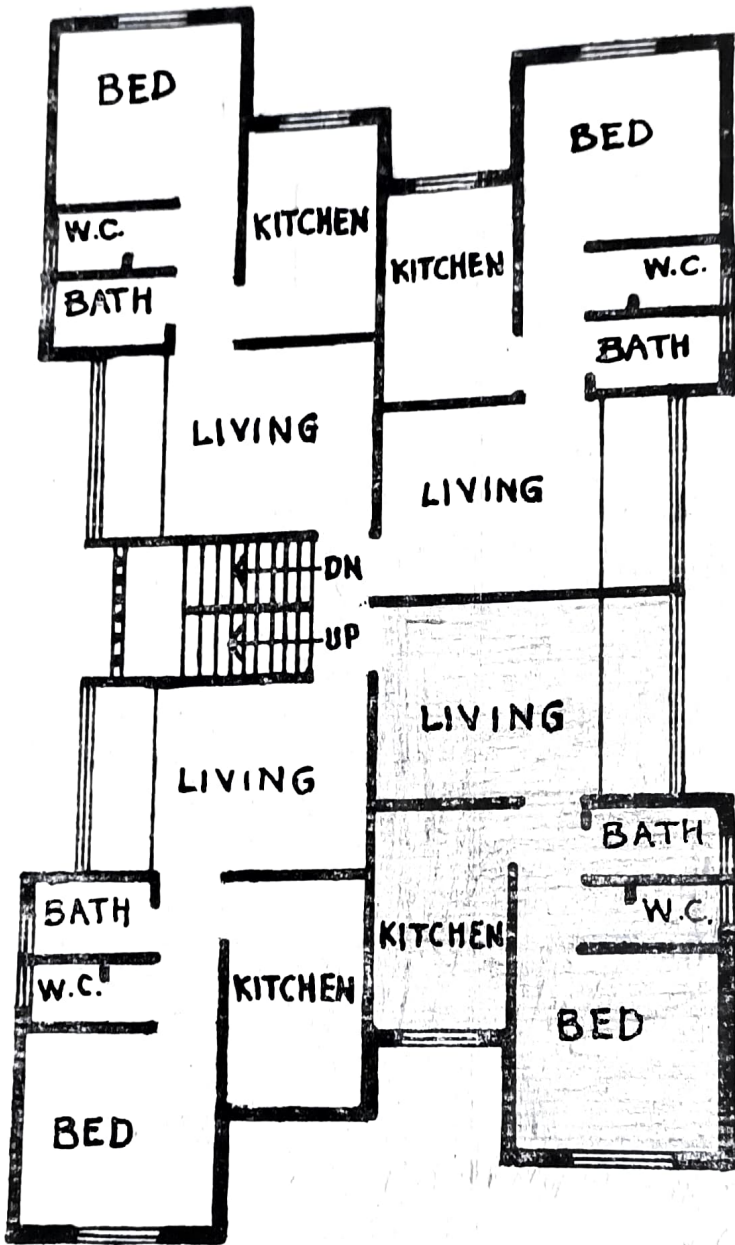
issued Stamp Receipt No 693
date 22/7/78

Witness

We say received

For Ayojan Builders Private Limited

[Signature]
Director.

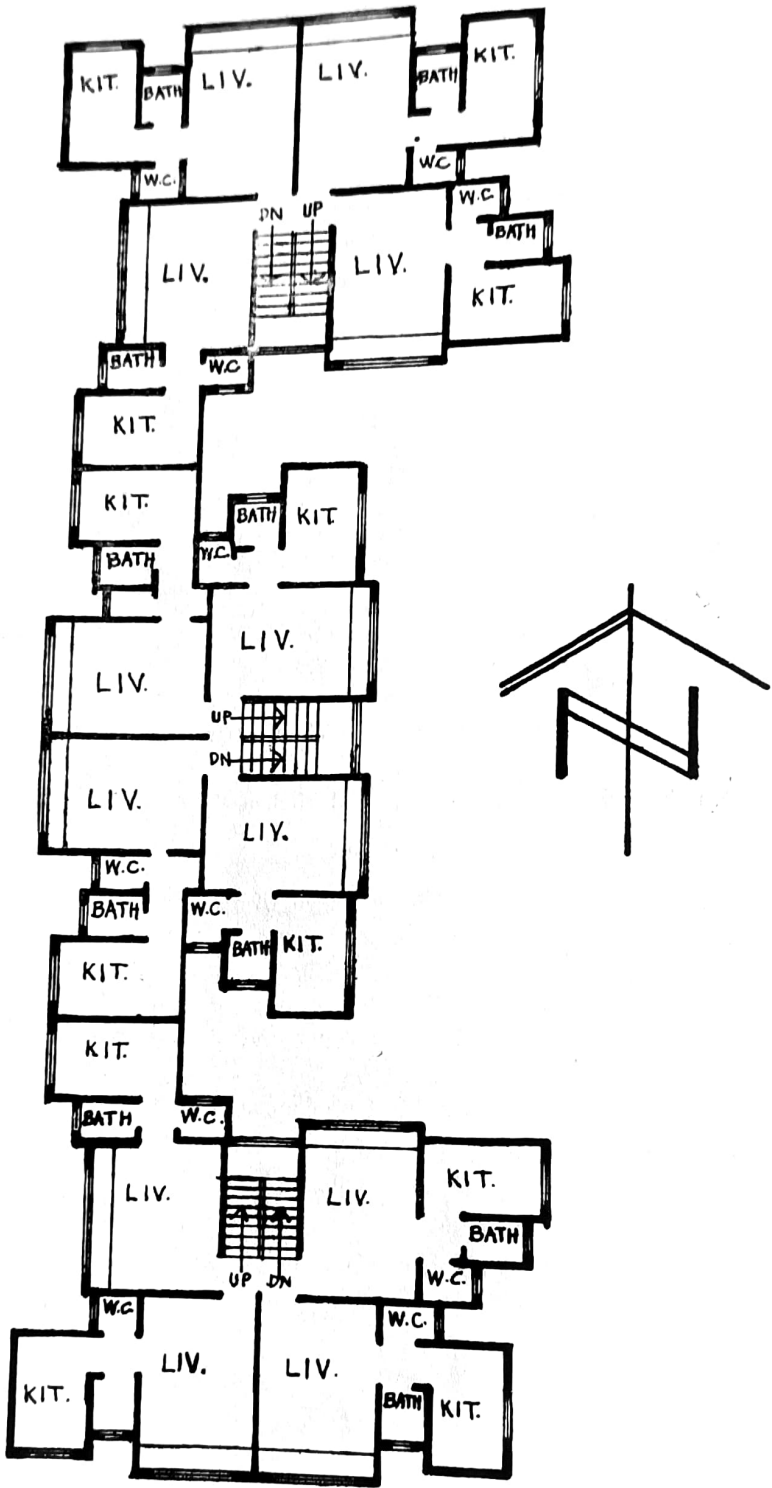


Typical 1st, 2nd, 3rd & 4th Floor Plan
 of
 Building Nos. A, B, C, D & E
 at
AYOJAN NAGAR
 Liberty Garden, Malad (West), Bombay-400 064.

: BUILDERS :
AYOJAN BUILDERS PVT. LTD.

List of amenities to be provided in 'M' type of flats (3 rooms)
at Ayojan Nagar, Liberty Garden Cross Road No. 4, Malad (west), Bombay-400 064.

1. The building will be of R. C. C. Frame structure with solid Cement block walls. The external wall shall be painted with cement paint and the internal walls shall be white-washed. The doors and windows shall be oil painted.
2. The flat shall consist of one living room, with enclosed balcony, one kitchen, one bed room, W. C. and one bath room. The kitchen shall be provided with one standing cooking platform with white marble on the top and a sink with black cuddappa stone on the bottom, glazed tiles on the sides shall be provided adjoining to the standing kitchen platform. A dado of glazed tiles of one ft. high shall be provided on the top of the standing kitchen.
3. One tap with indirect supply of water shall be provided in the kitchen.
4. W. C. and bath room shall be provided with a dado of glazed tiles of 1'-6" and 3'-0" respectively. The flooring in the W. C. shall be of glazed tiles and of tandur/shahbad stone in the bath room.
5. The Bath room shall be provided with one electrical Geyser, one shower and one water tap of indirect water supply.
6. W. C. shall be provided with one water tap of indirect water supply.
7. The flooring in the living room, bed room and kitchen shall be of polished Grey Marble Mozaic Tiles.
8. One wash basin of suitable size shall be provided with one water tap of indirect water supply.
9. The doors and windows shall be of teak wood with aluminium fittings except main door. Main door shall be of flush type with one side veneer and one side commercial ply.
10. The electrical wiring of the flat shall be of open type with aluminium wire. The following points shall be provided :-
 - i) Living room :- One light point, one fan point, one power point and one plug point.
 - ii) Bed room :- One light point, one fan point and one plug point.
 - iii) Kitchen :- One light point, one plug point.
 - iv) Bathroom :- One light point, one power point for Geyser.
 - v) W. C. :- One light point.
 - vi) Passage :- One light point.
 - vii) One electrical bell/buzzer shall be provided.
11. Overhead and suction tanks of required capacity with proper motor pumps shall be provided to ensure adequate water supply.
12. M. S. grills shall be provided in the windows.
13. One peephole and safety chain with Godrej Night-Latch shall be provided on the main door of each flat.



Typical 1st, 2nd, 3rd & 4th Floor Plan
of
Building Nos. AA AB & AC
at

AYOJAN NAGAR, Liberty Garden, Malad (West), Bombay-400 064.

: BUILDERS :
AYOJAN BUILDERS PVT. LTD.

List of amenities to be provided in 'N' type of flats (2 rooms)
at Ayojan Nagar, Liberty Garden Cross Road No. 4, Malad (west), Bombay-400 064.

1. The building will be of R. C. C. Frame structure with solid Cement block walls. The external wall shall be painted with cement paint and the internal walls shall be white-washed. The doors and windows shall be oil painted.
 2. The flat shall consist of one living room, with enclosed balcony, one kitchen, W. C. and one bath room. The kitchen shall be provided with one standing cooking platform with Black cuddapah stone on the top and a sink with black stone on the bottom, lined with glazed tiles on the sides shall be provided adjoining to the standing platform. A dado of glazed tiles of one ft. high shall be provided on the top of the standing kitchen.
 3. One tap with indirect supply of water shall be provided in the kitchen.
 4. W. C. and bath room shall be provided with a dado of glazed tiles of 1'-6" and 3'-0" respectively. The flooring in the W. C. shall be of glazed tiles and of tandur/shahbad stone in the bath room.
 5. The Bath room shall be provided with one electrical Geyser, one shower and one water tap of indirect water supply.
 6. W. C. shall be provided with our water tap of indirect water supply.
 7. The flooring in the living room and kitchen shall be of polished Grey Marble Mozaic Tiles.
 8. One wash basin of suitable size shall be provided with one water tap of indirect water supply.
 9. The doors and windows shall be of teak wood with aluminium fittings.
 10. The electrical wiring of the flat shall be of open type with aluminium wire. The following points shall be provided :-
 - i) Living room :- One light point, one fan point, one power point and one plug point.
 - ii) Kitchen :- One light point, one plug point.
 - iii) Bathroom :- One light point, one power point for Geyser.
 - iv) W. C. :- One light point.
 - v) Passage - One light point.
 - vi) One electrical bell/buzer shall be provided.
 11. Overhead and suction tanks of required capacity with proper motor pumps are being provided to ensure adequate water supply.
 12. M. S. grills shall be provided in the windows.
 13. One peephole and safety chain with Godrej Night-Latch shall be provided on the main door of each flat.
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TO WHOMSOEVER IT MAY CONCERN

Re : Agreement for sale of property at
Malad bearing Survey Nos. 479 Hissa
No. 1 Survey No. 478 and H. No. 478
now New S. No. 224.
Ayojan Builders Pvt. Ltd

By an Indenture of Conveyance dated the 2nd April, 1975 and made between S. F. Jariwalla therein called the Vendors and E. F. B Sukhtenkar therein called the confirming party and the Builders herein therein called the Purchasers the Vendors therein did for the consideration therein mentioned grant transfer convey and assign unto the Purchasers therein the Builders herein the piece or parcel of land admeasuring 7985 sq. yards equivalent to 6831 sq. meters or thereabouts bearing S. No. 479 Hissa No. 1 (part) and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. 1794 of 1975 on the 15th day of April, 1975.

By another Indenture of conveyance dated the 10th day of July, 1975 and made between Krishnarao Vasantrao Pathare & Anr. therein called the Vendors and the Builders herein therein called the Purchasers, the Vendors therein did grant convey and assign unto the Purchasers therein the Builders herein the piece or parcel of land admeasuring 765 sq. meters or thereabouts lying and being at Malad comprising of the proposed 44 ft. wide north-south road and vacant piece or parcel of land admeasuring about 137.50 sq. meters or thereabouts and lodged for registration under serial No. 2659 of 1975.

By another Indenture of Conveyance dated the 10th July, 1975 made between Krishnarao Vasantrao Pathare & Anr. therein called the Vendors and the Builders therein called the Purchasers the Vendors therein did for the consideration therein mentioned did grant transfer convey and assign 640 sq. meters. comprised of proposed north south 44' wide road and vacant piece or parcel of land admeasuring 130-150 sq. metres or thereabouts and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. 2660 of 1975.

We have investigated the title on behalf of the Messrs. AYOJAN BUILDERS by taking Searches in the office of the Sub-Registrar of Assurances at Bombay and WE HEREBY CERTIFY that the title of the above property is free from all encumbrances and marketable.

Dated this the 2nd day of January 1978

Sd/-
M/s. SHAH & SANGHAVI,
Advocates & Solicitors.

Date :

From :

Mr./Miss./Mrs./M/s.

To,

M/s. Ayojan Builders Pvt Ltd.
65, Mahatma Gandhi Road,
Bombay-400 001.

Dear Sir/s,

With reference to the agreement for sale executed by and between us in respect of the Flat No. in Building No. on Floor lying and being at Ayojan Nagar Liberty Garden Cross Road No. 4, Malad (west), Bombay-400 064, we have to confirm and record as under :-

We have been given to understand that you are negotiating with Bank/s for the sale of entire plot of land together with the building including the buildings in which you have agreed to sell the above referred flat to me/us. If the said negotiations are finalised and the agreement is arrived at between you and the Bank/s, in that event, we agree that the said agreement for sale of flat to me/us shall be amended to the following effect :

- a) The land will be converted to the leasehold instead of freehold in respect of the building in which I/We have agreed to purchase the flat.
- b) Lease rent will be nominal i. e. Re. 1 per year, or thereabout.
- c) Lease period shall be of 98 years with an option for further period of 98 years, or thereabout.
- d) Lease will be on usual terms and conditions prevailing in Bombay.
- e) It is clearly understood that instead of freehold land, the land will be of the leasehold nature (virtually freehold) and all the terms and conditions as set out in the said lease shall be binding on to me/us.
- f) Head Leasor and/or owner of the land shall always be either you and/or successors including bank/s in that behalf.
- g) The terms of the lease will be such that the same will not effect the lay-out of the plan as regards enjoyment of amenities which has been set out in the agreement for sale.

Yours truly,