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Section 41 of the Bombay

Stamp Act, 1958.

No. Adj. CA/A. / M. / 1958/08

Office of the Collector of Stamps

Dated... 27/1/1958

Received from Shri. A. J. Mehta

Insufficient stamp duty of Rs. 71,930/- (Seventy one Thousand Nine Hundred and Fifty only.)

Chargeable under the provisions of section 41 of the Bombay Stamp Act, 1958. Certificate of duty of Rs. 71,930/- (Seventy one Thousand Nine Hundred and Fifty only.)

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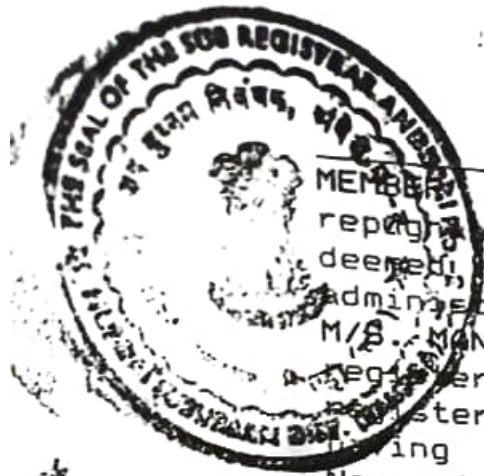
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Subject to the Provision of Section-53-A of the Bombay Stamp Act-1958.

Comm. m.k. rehta

THIS AGREEMENT OF CONSTRUCTION entered into at Bombay this 27 day of Oct 1958 BETWEEN M/S RUCHITA ENTERPRISES a duly Registered Firm of Contractor, through its partners having office at 5, Beeta Bldg., Shivram operative Housing Society Ltd., Devidas Road, Mulund (West), Bombay-400080 hereinafter referred to as "THE CONTRACTOR" (which expression shall unless it be repugnant to the context meaning thereof be deemed to include its present/future partners and their survivors and their respective heirs, executors and administrators and assigns) of the FIRST PART AND MRS. NISHA JAYESH MEHTA, 53, HAKKESH SOC. 5, SHIV KUMAR BLDG, J.V.P.D. RD. ROAD, of Bombay Indian Inhabitant residing at NILE PATE, MUMBAI





MEMBER (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators and assigns) of the SECOND PART, AND M/S. MANGESH CO-OPERATIVE HOUSING SOCIETY LTD. a registered Co-operative Housing Society, duly registered under the Co-operative Society's Act and having its registered office at 26/412, Kanamwar Nagar-1, Vikhroli (East), Bombay- 400083 hereinafter referred to be as the "CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its administrators and/or assigns) of the THIRD PART;

WHEREAS:-

1. THE CONFIRMING PARTY is a registered cooperative housing society duly registered under the Maharashtra Co-operative Society Act. & has been allotted registration no.BOM/W-K/W/HSG/TC-6051/91-92.

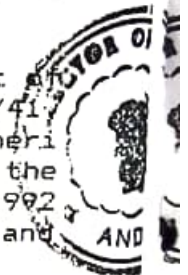
2. The party of the Second Part is the member of the Confirming party and hold five shares of Rs.50/- each bearing Nos \_\_\_\_\_ to \_\_\_\_\_ covered under share certificate No. \_\_\_\_\_.

3. THE CONFIRMING PARTY has acquired a plot of land at Versova bearing No.7, CTS No.1376/1/41 S NO.161, Lagatchi Khadi, New Link Road, Andheri (West), admeasuring 25000 sq.ft. (Approx.) from the Competent Authority under agreement dated 15-1-1992 for constructing the residential buildings and providing residential houses to its Members.

4. THE CONFIRMING PARTY has decided to construct two separate buildings on the said plot of land viz. Building A & Building B and accordingly the plans were submitted to BMC & they have been approved the plan of Building 'B' under the IOD/CC No.CE-4888/WS/AK dated 5th May, 1993. The total built up area of Building B would be about of 15000 Sq.ft.

5. THE CONFIRMING PARTY has decided in their General Body Meeting held on 22nd October, 1992 to appoint two Contractors for constructing the two buildings and have accordingly appointed M/s Yogita Enterprises, as a Contractor for constructing Building A admeasuring 9500 sq.ft. & M/s Ruchita Enterprise the party of the first part as a Contractor to construct Building B admeasuring 15000 sq.ft. and accordingly has entered into an Irrevocable construction agreement with M/s Ruchita Enterprises the party of the First Part by an agreement dated 23rd October, 1992 and whereby the party of the First Part is irrevocably appointed as An Authorised Contractor for

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constructing the Building No.B for the some of the members of the confirming party.

6. By an Allotment letter dated 30.10.92 executed by the Confirming Party herein, the Confirming Party has allotted a flat to the Party of the Second Part bearing flat No. 402 on the 4th. floor admeasuring 850 sq.ft. in the proposed building No. B on the plot of land acquired by the confirming party, which the Party of the Second Part has agreed to acquire the same. The said flat is more particularly on the plan annexed hereto and delineated in red colour Boundary.

7. Under the said letter of allotment, it has been specifically agreed between the Party of the Second Part and the Confirming Party that both the parties shall carry out the construction work of the Building in co-operation with each other and bear the respective cost of the construction/development and the said construction carried out by the nominee/s of the Confirming Party and accordingly the Confirming Party has nominated its representative M/s Ruchita Enterprises the Contractor herein to carry out the construction/Development work of the building No.B.

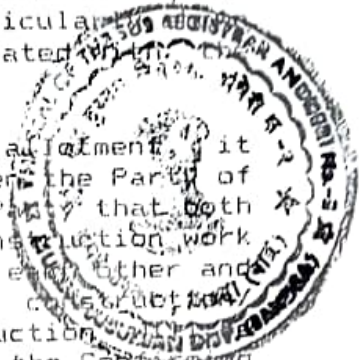
8. At the request of the Member along with other members of Bldg. 'B' and Confirming Party, the Contractor have agreed to carry out the said work at the cost and expenses of the Party of the Second Part and other such Members of the society of building B.

9. The Contractor is entering into separate Agreements with other Members of the building B a true copy of which is agreed to be given to the Confirming Party.

10. The Member has agreed to contribute towards the cost of the construction the sum of Rs. 8,00,000/- at the rate of Rs. 500/- per sq.ft. and for the rest of the portion of the building the Confirming Party and the Contractor have agreed to enter into similar agreements with the other Members who have also agreed to contribute towards the expenses of the construction work.

11. The Member has agreed to execute an irrevocable Power of Attorney in favour of the Contractor herein as and when called upon by the Contractor to enable the Contractor to carry out the construction work without any hindrance or objection.

12. The Member and the Confirming Party have agreed to entrust the construction/Development work in the hands of the party of the First Part on the



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and conditions mutually agreed by and between  
and set forth hereunder:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Member and the Confirming party do hereby confirm that the Contractor has been appointed as their Building Contractor for carrying out the proposed construction and development of the said building B more particularly described in the Schedule hereunder written.

2. The Confirming Party alongwith other Members had also executed similar agreements and/or shall execute similar agreements with the Contractor. The Confirming party confirms that it has handed over the physical possession of part of the said plot of land under building 'B' with plot size as per the plan annexed hereto and delineated with green colour Boundary to the Contractor. However, the legal possession of the said plot shall always remain with the confirming party. The Contractor undertakes to handover the possession of the said portion of the plot immediately on the completion of the work of construction/development of the entire building B.

3. The Contractor shall undertake and carry out and complete the proposed construction of the said building as they may deem fit, but otherwise in accordance with the building plans duly approved and sanctioned in that behalf by the BMC and other concerned authorities, if any. For carrying out and completing the aforesaid proposed development work, (hereinafter referred to as "the proposed building"), on the said plot, the Contractor had got building plans prepared by the Architects, who is appointed by the Confirming Party. The said plan has been approved and confirmed by the members. However the Contractor shall be entitled to alter, amend or modify the said plan if the same is required and get the same approved from the BMC.

4. The Member shall be liable to make the payments of all the outgoings including all the Taxes, Rates and Expenses including Water Charges, Electric Charges and other charges in ratio and in proportion of the area of the flat to the Confirming Party.

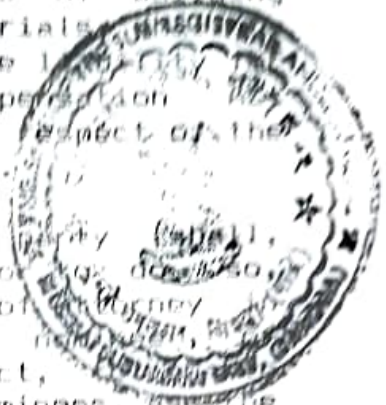
5. The construction work shall be carried out by the Contractor as per byelaws set out by the Bombay Municipal Corporation and shall provide amenities as per the detailed particulars set out in the Schedule 'I' annexed hereto.

6. All costs charges and expenses that may be required to be incurred in carrying out and

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completing the said building on the said plot, as provided hereinabove, including the fees of the Architects and R.C.C. Consultants, wages and salaries of the staff, employees and labourers employed by the First Party and bills of building materials and other construction materials borne and paid by the Contractor. The compensation under the Workmans Compensation shall always be of the First Party in respect of the labourers employed by the First Party.



7. The Member and confirming as and when required by the Contractor execute an irrevocable General Power of favour of the Contractor or its nominees, as the Contractor may direct, the Contractor or its nominee or nominees, the case may be, to do or cause to be done all necessary acts, deeds matters and things and to exercise or cause to be exercised all requisite powers and authorities. This Power of Attorney shall automatically come to an end and ceased to exist immediately on completion of construction and development work of the said building 'B' is completed in all respects and after the Attorney obtaining completion certificate from the R.M.C.

8. In the event of Contractor handing over the possession of the premises to the member pending the construction work, after obtaining due partial occupation certificate, of the upper floors and/or other portions of the building the Member will not take any objections and/or create any problems and/or make any complaints in respect thereof and will never create obstructions in the work construction of other portion of the building and/or upper floors.

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9. In the construction and completion proposed building 'B' the party of the First Party shall confirm to comply with in all respects, the rules regulations and bye-laws of the Municipal Corporation of the Greater Bombay and other concerned authorities, if any, and shall bear and pay any premium, including deficiency premium, that may be payable to the R.M.C. for the approval of the said building plans and granting of the IOB therefore as also any fees that may be payable to the B.M.C. for issuing of CCs in that behalf, from time to time and shall pay and discharge all other fees, charges, premium, penalties and other payments whatsoever which may become payable, during the progress of construction work of the proposed building 'B'.

10. The Contractor shall carry out the work as an agent of the Member and the Confirming Party and shall have no personal obligations whatsoever.



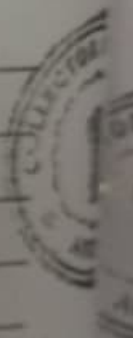
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11. The Member hereby agrees to make payment of construction cost of Flat No. 402 on 4th floor of the said building as per the proposed plans and specifications seen and approved by him/her a copy whereof are hereto annexed and marked Exhibit "A" and Exhibit "B" respectively for the price of ₹ 8,00,000/- (Rupees EIGHT LACS ONLY) which shall be paid in the manner given below :-

- (a) Rs. \_\_\_\_\_ on or before the execution of this Agreement as earnest money;
- (b) The balance of Rs. \_\_\_\_\_ of the acquisition price by installments in the manner hereinafter provided.
  - i) Rs. \_\_\_\_\_ on or before \_\_\_\_\_
  - ii) Rs. \_\_\_\_\_ on or before \_\_\_\_\_
  - iii) Rs. \_\_\_\_\_ on or before \_\_\_\_\_
  - iv) Rs. \_\_\_\_\_ on or before \_\_\_\_\_
  - v) Rs. \_\_\_\_\_ on or before \_\_\_\_\_
  - vi) Rs. \_\_\_\_\_ on or before \_\_\_\_\_

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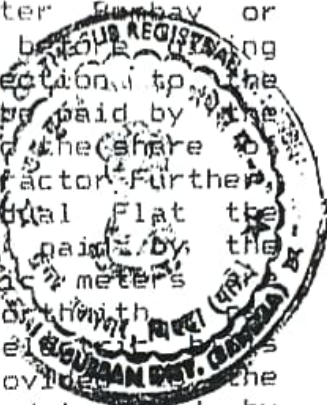
The balance of Rs. \_\_\_\_\_ of the construction cost one week before delivering/receiving the possession of the said Flat on Contractor becoming entitled to apply for the completion Certificate in respect of the said building from the authorities concerned or to the right to allow the Flat to be occupied.

12. IT IS HEREBY EXPRESSLY AGREED that the time for payments of each of the aforesaid installments of the construction cost shall be of the essence of this Contract. All payments shall be made by the Member to the Contractor in the manner specified above. All installments except the last balance shall be taken as earnest money.

13. In the event of the Member committing any default in payment of any one of installment referred to hereinbefore or any of the moneys due owing and payable by the Member under these presents, this Agreement shall stand terminated and the Contractor shall be entitled to forfeit the earnest money or otherwise deal with or dispose off the Flat at the entire risk and costs of the Member after giving fifteen days notice in writing to the Member in that behalf.

14. The Member doth hereby agree that in case any security deposit is demanded by any Department of

the Municipal Corporation of Greater Bombay or Bombay Suburban Electric Supply Co., being the water connection or electric connection to the proposed building 'B' the same shall be paid by the Party of Second Part in proportion to the share of all Flat to be determined by the Contractor. Further, in case meters are fixed for individual Flat the charges for the same shall also be paid by the Member. Unless the water or electric meters separate, the Member shall forthwith pay his/her/their share of the water and electricity according to the number of flats provided in the building and using the same as may be determined by the Contractor before possession thereof is given to the Member.



15. The Contractor, unless prevented by causes such as riot, civil commotion, usurpation of power by Military Authorities, Civil Authorities Department or non availability of materials, equipment etc., required for building constructions or otherwise earthquakes any act of force majeure or unforeseen events whereby the construction of the building as the case may be is held up or on account of any one of the causes beyond the control of the Contractor or any act of force majeure whereby the construction of the building as the case may be is delayed shall hand over possession of the said flat to the party of the Second Part on or before 31st day of Dec. 1997.

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16. In the event of any of the causes aforesaid the date of handing over the possession shall automatically stand extended for the period during which any of the causes and/or event as aforesaid continue and the Member shall not be entitled to any compensation in respect of the delay in giving the possession of the said Flat.

17. It is expressly agreed and understood that after handing over the possession of the said flat being given to the party of the second part, the party of the Second Part shall have no claim whatsoever against the party of the First Part in respect of any item of work in that behalf.

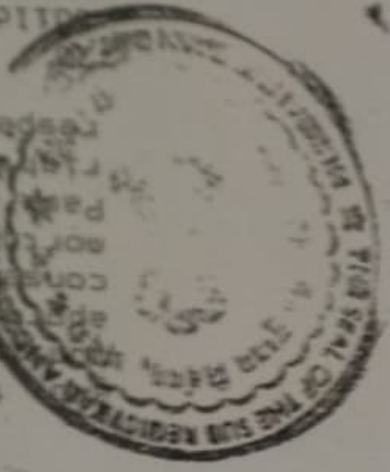
18. The Member shall have no claim save and except in respect of the Particular Flat hereby agreed to be constructed that is, all open spaces, parking places, lobbies, staircase, lifts, terraces, etc., will remain the property of the confirming party and/or party of the first part until the whole property is fully Developed.

19. IT IS HEREBY EXPRESSLY AGREED that the Contractor shall be entitled to sell, assign, transfer, mortgage or otherwise deal with or dispose off their right, title and interest under the said Agreement for Construction dated 23rd October, 1992



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the building constructed and hereafter to be constructed thereon as the Contractor deems fit and the Member hereby irrevocably assigns, transfers, assignment, mortgage etc. PROVIDED, that the party of the First Part does not in any way affect or prejudice the rights hereby granted in favour of the Member in respect of the flat of the Member.



As soon as the Contractor notify that the building is complete in all respects with occupation certificate or completion certificate, the Member shall pay the balance of the construction cost payable by him/her within seven days of such notice (time being the essence of the contract in this respect) whether served individually on the Member or put up at some prominent place, in the building. If the Member fails to pay the balance as aforesaid the Contractor will be entitled to forfeit the amounts previously paid by the Member who shall lose all rights in the flat and contractor with concurrence of the contracting party shall be entitled to give said flat on leave and licence basis on behalf of the Member and appropriate license fees towards the construction cost.

21. Under no circumstances possession of the flat shall be given by the party of the First Part to the party of the Second Part unless and until all payments required to be made under this Agreement by the Member have been made to the Contractor.

2. The Contractor shall, in respect of any amount payable by the Member under the terms and conditions of this Agreement have a first lien and charge on the said flat of the Member.

22. The Member shall at or before the execution of this Agreement pay to the Contractor a sum of Rs. 1,000/- (Rupees One Thousand Five Hundred only) being the legal costs of this agreement.  
 Re. \_\_\_\_\_ : Electricity Deposit (Water Deposit)  
 Re. \_\_\_\_\_ : Water Connection Charge.

24. So long as each flat in the said building shall not be separately assessed for Municipal charges and water rates, the party of the Second Part shall pay a proportionate share of the Municipal Taxes and water tax assessed on the whole building, such proportion to be determined by party of First Part on the basis of the built up area of each flat.

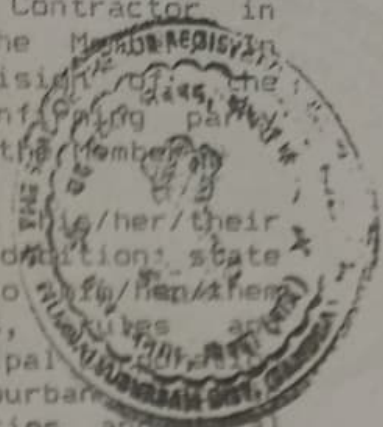
25. The Member hereby agrees, that, in the event of any amount by way of premium to the Municipal Corporation of Greater Bombay or to the State Government for betterment charges or development tax or any other taxes or payment of a similar nature becoming payable by the Contractor the same shall be

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reimbursed by the Member to the Contractor in proportion to the area of Flat of the Member determining such amount, the decision of the Contractor with concurrence of the confirming party shall be conclusive and binding upon the Member.



26. The Member shall maintain at his/her/their own cost the Flat in the same good condition and order in which it is delivered to him/her/them and shall abide by all bye-laws, regulations of the Government, Municipal of Greater Bombay and Bombay Suburban Supply Company or any other authorities and local bodies and shall attend, answer and be responsible for all action violations of any of the conditions or rules or bye-laws of the confirming party Society and shall observe and perform all the terms and conditions contained in this Agreement.

27. The Member hereby agrees to pay all amounts payable under the terms of this Agreement as and when they become due and payable time in this respect being the essence of the contract. Further the Contractor is not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of an amount or amounts on the respective due date.

28. The Member hereby covenants with the Contractor to pay amounts liable to be paid by the Member agreed under this Agreement, and to observe and perform the covenant and conditions contained in this Agreement and to keep the Contractor indemnified against the said payment and observance and performance of the said covenants and conditions except so far as same ought to be observed by Contractor.

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29. The Member hereby covenants to keep the Flat walls and partition walls sewers, drains, pipes and appurtenances thereto belonging in good tenable condition and in particular so as to support, shelter and protect the parts of the building other than his/her/their Flat.

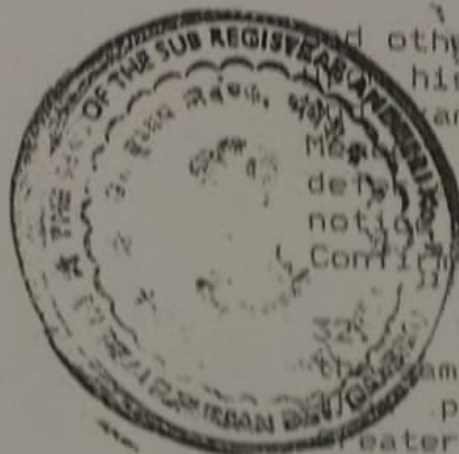
30. The Member shall not let, sublet sell transfer, convey, assign, mortgage, charge or in any way encumber or deal with or dispose of his/her/their interest under or the benefit of this agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the Party of First Part are fully paid and only if the Member had not been guilty of breach of or non-compliance with any of the terms and conditions of this agreement and until he/she/they obtains previous consent in writing of the Contractor and/or of the Confirming Party.

31. The Member shall permit the Contractor and their Surveyors or Agents with or without workmen



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and others at all reasonable time to enter into and view his/her/their flat or any part thereof to examine the state and conditions thereof and the Member agrees and undertakes to make good the defects within three months of the giving of such notice in writing by the Contractor and/or the Confirming Party to the Member.

The Member shall not use the Flat or permit the same to be used for any purpose whatsoever other than as permitted by the Municipal Corporation of Greater Bombay nor for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other flats in the building or to owners or occupiers of the neighbouring properties for any illegal or immoral purpose.

33. The Member shall not at any time demolish or cause to be demolished the flat or any part thereof agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature to the said flat or any part thereof. The Member shall not permit the closing of verandah or lounges or balconies or make any alteration in the elevation and outside colour scheme of the flat.

34. After the possession of the flat is handed over to the party of the Second Part if any additions or alterations in or relating to the said building are thereafter required to be carried out by the Government, Municipal or any statutory authority, the same shall be carried out by the Member with prior written permission of the Confirming Party in co-operation with the members of the other flat in the said building at their own costs and the Contractor shall not be in any manner liable, responsible for the same.

35. The Member shall not do or permit to be done anything which may render void or voidable any insurance of the building 'B' or cause any increased premium to be payable in respect thereof.

36. The Member shall not decorate the exterior of his/her/their flat other wise than in a manner agreed to be with the Contractor and/or confirming party or in the manner as near as may be in which the same was previously decorated.

37. Any delay or indulgence by the Contractor in enforcing the terms of this Agreement or any forbearance or giving of time to the Member shall not be construed as waiver on the part of the Contractor of any breach of non compliance of any of the terms and conditions of this Agreement by the Contractor.

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question shall be referred to arbitration in the manner provided under the Indian Arbitration Act, 1940, or any statutory amendment or re- amendment thereof.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at the place the day and the year hereinabove first written.

THE SCHEDULE ABOVE REFERRED TO:

ALL that piece or parcel of land bearing CTS No.1376/1/41 of Village Versova, admeasuring about 1624 sq.mtrs. previously bearing Revenue Survey No.161, Lagatchi Khadi, Plot No.7, Versova, Andheri (West), and bounded as follows that is to say:

BY EAST : D.P.ROAD (PROPOSED)  
BY WEST : PARTLY BY PROPOSED APPROACH ROAD AND PARTLY BY RECREATION GROUND.

BY NORTH: D.P.ROAD (PROPOSED)  
BY SOUTH: PLOT NO.8.

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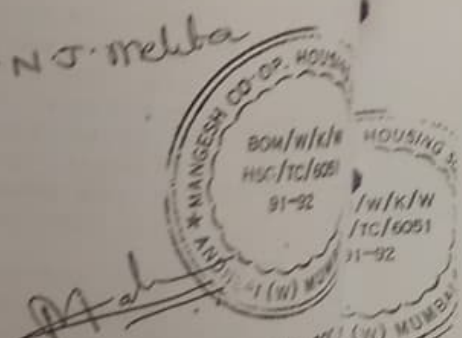
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the withinnamed M/S )  
RUCHITA ENTERPRISE THE CONTRA- )  
CTOR OF THE FIRST PART )  
in the presence of ..... )

*m. H. hemani*

SIGNED SEALED AND DELIVERED BY )  
the withinnamed SHRI/MRS )  
NISHA MEHTA MEMBER )  
OF THE SECOND PART )  
in the presence of ..... )

*x N J. Mehta*

SIGNED SEALED AND DELIVERED BY )  
the withinnamed M/S MANGESH )  
CO-OPERATIVE HSG.SOCIETY THE )  
CONFIRMING PARTY OF THE THIRD )  
PART in the presence of ..... )



MANGESH CO-OP. HSG. SOC. (W) MUMBAI  
S. No. 161, Khadi Site, Plot No. 7, Versova, Andheri (W), Mumbai - 400 061  
HSG. SOC. (W) MUMBAI  
Site, Plot No. 1, Versova, Andheri (W), Mumbai - 400 061



RECEIVED by withinnamed confirming )  
a sum of Rs. \_\_\_\_\_ )  
\_\_\_\_\_ only) from \_\_\_\_\_ at place and )  
date hereipabove written by pay order )  
No. \_\_\_\_\_ Drawn on \_\_\_\_\_ )  
bank Dated \_\_\_\_\_ being the )  
amount of part consideration. )



दुयम विभाग अंधेरी २ (अंधेरी)

दस्तक्रमांक व वर्ष: 5938/2009

Wednesday, July 01, 2009

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सूची क्र. दोन INDEX NO. II

शुक्रवार, १ जुलै २००९

Page: 02 of 02

गावाचे नाव : वरसोवा

- (1) विलेखाचा प्रकार, गोबदल्याचे स्वरूप घोषणा पत्र व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) गोबदला रु. 0.00  
बा.भा. रु. 1.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र : 1376 वर्णन: रादनिका क्र 402, 4 था मजला, मंगेश को.ओप ही सोसा.लि. अंधेरी प. मु. 53.----- वीओए/एवाय/19056/03 दि. 16/5/97
- (3) क्षेत्रफळ (1) 1020 चौ.फूट विन्ट प्रय
- (4) आकारणी किंवा जुडी देण्यास असोत तेव्हा (1)
- (5) दस्तावेज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) - - -; घर/प्लॉट नं. : मल्ली/रस्ता : ; ईमारतीचे नाव : ; ईमारत नं. : पट्टा/वसाहत शहर/गाव : ; तालुका : ; पिन : ; पिन नंबर :
- (6) दस्तावेज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) निशा जयेश मोहणी - घर/प्लॉट नं: 402, 4 था मजला, मंगेश को.ओप ही सोसा.लि. अंधेरी प. मु. 53.; मल्ली/रस्ता: ; ईमारतीचे नाव: ; ईमारत नं. : पट्टा/वसाहत - शहर/गाव - ; तालुका: ; पिन: ; पिन नंबर:
- (7) दिनांक करून दिल्याची 01/07/2009
- (8) नोंदणीचा 01/07/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 5938 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 100.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 12850.00
- (12) शेर



ग.ह. दुयम विभाग अंधेरी-२,  
मुंबई उपनगर विवहा.



-OP. HSG. SOC.  
li Site, Plot No. 1  
Mumbai - 400 061.