



पावती

Original/Duplicate

Thursday, June 04, 2015

नोंदणी क्र. :39म

1:26 PM

Regn.:39M

पावती क्र.: 6746 दिनांक: 04/06/2015

गावाचे नाव: विलेपार्ले

दस्तऐवजाचा अनुक्रमांक: वदर1-4994-2015

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: निशा जे मेहता यांच्या तर्फे मुखत्यार जयप्रकाश - सिंह

नोंदणी फी

रु. 30000.00

दस्त हाता ठणी फी


रु. 2740.00

पृष्ठांची संख्या: 137

एवढे

रु. 32740.00

आपणास मूळ दस्त, धंबनेल प्रिंट, सूची-२ व सीडी दाजे
1:38 PM ह्या वेळेस मिळेल.


दुय्यम निबंधक, अंधेरी-१

बाजार मूल्य: रु.10232603/-

भरलेले मुद्रांक शुल्क : रु. 640000/-

मोबदला: रु.12800000/-

सह. दुय्यम निबंधक अंधेरी-१.

मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001355101201516R दिनांक: 04/06/2015

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2740/-

REGISTERED DOCUMENT
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CHALLAN

MTR Form Number - 6

GRN NUMBER	MH001355101201516R	BARCODE	Form ID :	Date: 04-06-2015
Department	IGR		Payee Details	
Receipt Type	RE		Dept. ID (If Any)	
Office Name	IGR186-BDR1_JT SUB REGISTRAR ANDHERI NO 1	Location	PAN No. (If Applicable)	PAN-ACZPM1898H
Year	Period: From : 04/06/2015 To : 31/03/2099		Full Name	NISHA J MEHTA
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	FLAT NO 803 8TH FLOOR	
0030045501-75	640000.00	Road/Street, Area / Locality	ADOBE HEIGHT SHRADHANAND	
0030063301-70	30000.00	Town/ City/ District	ROAD VILE PARLE EAST MUMBAI Maharashtra	
	0.00	PIN	4 0 0 0 5 7	
	0.00	Remarks (If Any)	बदर - 3	
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
Total	670000.00	Amount in words	Rupees Sixty Seven Thousand Only	
Payment Details: IDBI NetBanking Payment ID : 64725822		FOR USE IN RECEIVING BANK		
Cheque- DD Details:		Bank CIN No	6910333 506045	
Cheque- DD No.		Date	04-06-2015	
Name of Bank	IDBI BANK	Bank-Branch		
Name of Branch		Scrol No.		



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 4th

June, in the Christian Year TWO THOUSAND FIFTEEN BETWEEN

M/S. RAVI CONSTRUCTION CO., a Partnership Firm duly registered

under the Indian Partnership Act, 1932 and having their office and

carrying on business at Shop No. - 12, B Building, Misquitta Nagar,

Chhatrapati Shivaji Road, Dahisar (West), Mumbai - 400 068,

hereinafter called "**THE OWNERS**" (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and

include the partner or partners for the time being of the said firm

survivor or survivors of them, heirs, executors and administrators of

the last surviving partner/s, their, his assigns), through its Partner **Mr.**

Jayesh A. Mehta, aged about 47 years, (which expression shall


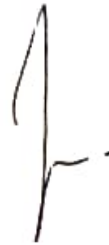
unless it be repugnant to the context or meaning thereof mean and

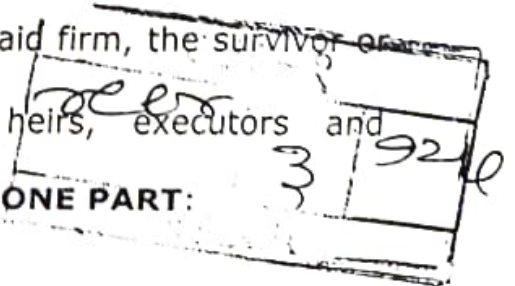
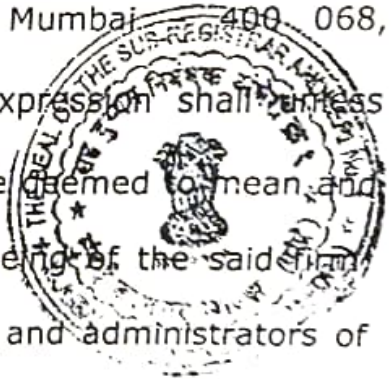
include its partners for the time being of the said firm, the survivor or

survivors of them and their respective heirs, executors and

administrators of the last surviving Partner) of **ONE PART:**

AND


1


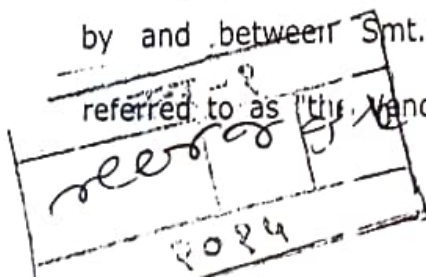


(i) Mrs. Nisha J. Mehta, aged about 46 years, having PAN ALZPM1898H (ii) _____, aged about _____ years, having PAN _____, both Indian Inhabitants, both having address a: 402, PUCHING TOWER, 54th VANDER'S LINE RD. ANDHERI (W) hereinafter called "THE BUYER/FLAT PURCHASERS/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART**:

WHEREAS:

A) On 04/07/1954, one Zaverbai Kanji Mithaiwala purchased and acquired, non-agricultural land admeasuring 1121 Sq. Yards or thereabouts equivalent to 937.29 Sq. Mtrs. or thereabouts with the structures standing thereon bearing original No. 75-A, Hissa No. 6 (part) of Village Taluka - Andheri, Mumbai Suburban District, situate at _____ Road, Vile Parle (East), Mumbai - 400 057 (hereinafter referred to as the "said Larger Property"), in public auction from the Competent Officer, Bombay State who was authorized under Section 10 of the Evacuee Internal (Separation) Act 1951 to sell the said property and the said Competent Officer, Bombay State issued a certificate of Sale Dt. 16/08/1954 declaring the said Zaverbai Kanji Mitahiwala, the purchaser of the said Property.

B) Under registered Deed of Conveyance Dt. 20/02/1964 executed by and between Smt. Zaverbai Kanji Mitahiawala therein referred to as "the Vendor" and Smt. Lilavati Gokuldas Udeshi



therein referred to as "the Purchaser", the Purchaser therein purchased and acquired portion of the said Larger property being all that piece and parcel of land or ground of Non-Agricultural tenure admeasuring 577 Square Yards or thereabouts and bearing Collectors Old Survey No.75 A, Hissa No.6, Part (A) in the Registration Sub-District of Bandra, District Mumbai Suburban, together with the building or dwelling houses standing thereon, situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai - 400 057, more particularly described in the schedule thereunder written for the consideration recorded in the said Deed of Conveyance Dt.20/02/1964. The said Deed of Conveyance Dt.20/02/1964 is with Sub-Registrar of Assurance at Bandra is registered on 26/06/1964 with Registration No.BND/475/1964. The said plot admeasuring 472.41 sq.mtrs. equivalent to 482.42 sq.mtrs. Is assigned as Original Plot No.366 admeasuring 472.41 sq.mtrs. in Town Planning Scheme Vile Parle No. V (hereinafter referred to as 'the said O.P.No.366').



- C) Under registered Deed of Conveyance Dt.23/02/1979 executed by and between Smt.Lilavati Gokuldas Udeshi therein referred to as "the Vendor" and M/s. Shah Enterprise therein referred to as "the Purchaser", the Purchaser therein purchased and acquired all that piece and parcel of land, hereditaments and premises admeasuring about 482.42 Sq. Mtrs. bearing Original Plot No.366 corresponding to final Plot No.409 of TPS - V, of Vile Parle (East) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) in the Registration Sub-District of

Registration Sub-District of		
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2034		

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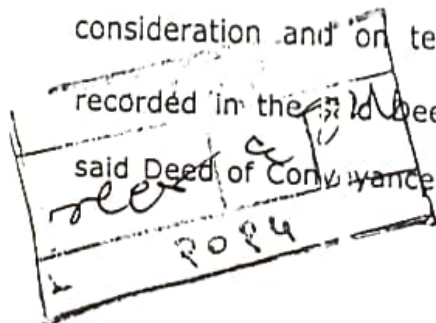
Bandra, District Mumbai Suburban, together with the building or dwelling houses standing thereon, situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai - 400 057, more particularly described in the schedule there under written for the consideration and on terms and conditions more particularly recorded in the said Deed of Conveyance Dt.23/02/1979. The said Deed of Conveyance Dt.23/02/1979 was lodged for registration with Sub-Registrar of Assurance at Bombay on 01/03/1979 and the same was indexed and registered on 28/11/1979 at Serial No.S/606/79.

D) Under registered Deed of Conveyance Dt.26/10/2005 executed by and between the said M/s. Shah Enterprise therein referred to



as "the Vendor" and M/s. Shree Balaji Realtors therein referred to as "the Purchaser", the Purchaser therein purchased and acquired that piece and parcel of land, hereditaments and premises measuring about 482.42 Sq. Mtrs. bearing Original Plot No. 366 corresponding to final Plot No.409 of TPS - V, of Vile

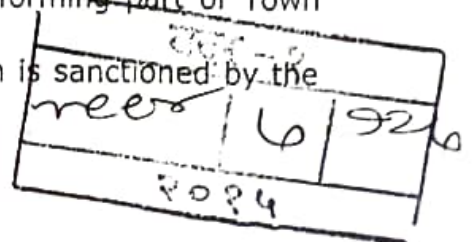
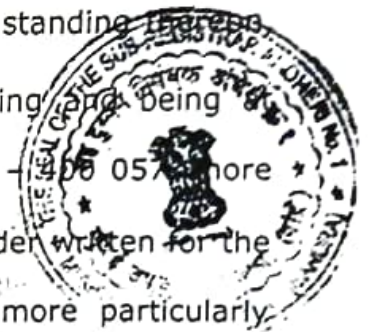
Parle (East) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) in the Registration Sub-District of Bandra, District Mumbai Suburban, together with the building or dwelling houses standing thereon, situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai - 400 057, more particularly described in the schedule there under written for the consideration and on terms and conditions more particularly recorded in the said Deed of Conveyance Dt.26/10/2005. The said Deed of Conveyance Dt.26/10/2005 is registered with Sub-



Registrar of Assurance at Mumbai under Serial No.BDR-1-10630/2005 Dt.27/10/2005.

E) Under registered Deed of Conveyance Dt.21/04/2006 executed by and between the said M/s. Siree Balaji Realtors therein referred to as "the Vendor" and "Favi Construction Company" therein referred to as "the Purchaser", the Purchaser therein purchased and acquired all that piece and parcel of land, hereditaments and premises admeasuring about 482.42 Sq. Mtrs. bearing Original Plot No.366 corresponding to final Plot No.409 of TPS - V, of Vile Parle (East) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) in the Registration Sub-District of Bandra, District Mumbai Suburban, together with the building or dwelling houses standing thereon and known as "Mithaiwala Chawl" situate lying on the Shradhanand Road, Vile Parle (East), Mumbai - 400 057 more particularly described in the schedule there under written for the consideration and on terms and conditions more particularly recorded in the said Deed of Conveyance Dt.21/04/2006. The said Deed of Conveyance Dt.21/04/2006 is registered with Sub-Registrar of Assurance at Mumbai under Serial No.BDR-1-3932/2006 Dt.11/05/2006.

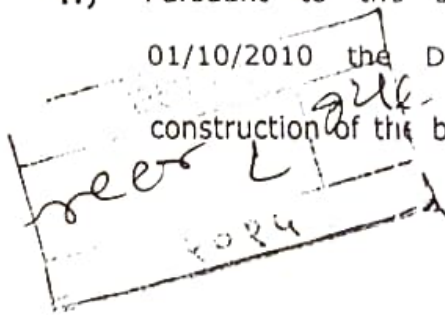
F) It is observed that in the Conveyances referred in Recitals (C) to (E) above the C.T.S Number of the Property is mentioned as 1538, 1538/ 1 to 7, instead of C.T.S Number 1538-A, 1538A/ 1 to 7. However, since the said Property is forming part of Town Planning Scheme No. V of Vile Parle, which is sanctioned by the



State Government: and come into force from 1st August 1994 and in Form 1 issued by the Assistant Engineer, (Town Planning) being Redistribution and Valuation Statement the said C.T.S.Nos.1538A, 1538A/1 to 1538A/7 is assigned as O.P. No.366 and Final Plot in lieu thereof is assigned as 409 admeasuring 612.2 sq.mtrs. and as per the said statement the said M/s. Shah Enterprises have been duly shown as Owners thereof. The said Final Plot No.409 admeasuring 612.20 sq.mtrs. is hereinafter for brevity's sake referred to **'THE SAID PROPERTY'**. The copy of Form "B" issued by Town Planning Authority showing area of Final Plot No.409 as 612.20 Sq.mtrs. is annexed herewith and marked as **"Annexure - 1"**.

G) Under Joint Development Agreement Dt. 01/10/2010 executed by and between **M/s. Ravi Construction Company,,** therein referred to as 'the Owners' of First Part and **M/s. Siddhi Enclave,** therein and herein referred to as 'the Developers' of the Other Part, the Owners therein granted development rights to the Developers therein with respect to the said property for the consideration and on the terms and conditions more particularly stated in the said Joint Development Agreement Dt. 01/10/2010. The said Joint Development Agreement is duly registered with Sub-Registrar of Assurance, Bandra, and Mumbai on 01/10/2010 under Sr. No. BDR15 - 10472 - 2010.

H) Pursuant to the said Joint Development Agreement Dt. 01/10/2010 the Developers M/s. Siddhi Enclave started construction of the building and as per the terms and condition



of the Joint Development Agreement: Dt. 01/10/2010 the Owners herein are entitled to following flats duly constructed by the Developers M/s. Siddhi Enclave and the Owners herein are entitled to deal with the said flat as they deem fit and proper.

Floor	Flat No. 1	Flat No. 2	Flat No. 3	Flat No. 4	Flat No. 5	Flat No. 6
1 st Flr.	Owner	Owner	Owner	Owner	Owner / Developer	Developer
2 nd Flr.	Developer	Developer	Owner	--	--	--
3 rd Flr.	Owner	Developer	Owner	--	--	--
4 th Flr.	Owner	Owner	Owner	--	--	--
5 th Flr.	Owner	Owner	--	--	--	--
6 th Flr.	Developer	Developer	--	--	--	--
7 th Flr.	Owner	Owner	--	--	--	--
8 th Flr.	Developer	--	--	--	--	--
9 th Flr.	Developer	Developer	--	--	--	--
10 th Flr.	Owner	Owner	--	--	--	--
11 th Flr.	Developer	Developer	--	--	--	--
12 th Flr.	Owner	Owner	--	--	--	--
13 th Flr.	Owner	Developer	--	--	--	--

I) (i) The said property consists of a building having 5 units occupied by Tenants shown with red colored crossed lines on the plan **Annexure 2** hereto, out of 5 tenants two tenants were settled previously by the Owners herein and remaining three tenants are duly settled by the Developers M/s. Siddhi Enclave and Owners herein jointly and the cost for the same is shared in the ratio of 60:40 by the Owners and Developers M/s. Siddhi Enclave respectively.



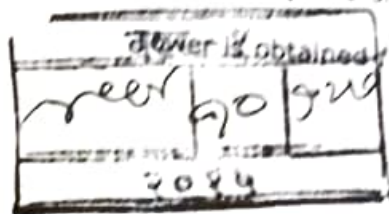
(ii) There are also about 5 hutments encroaching on the portion of the said Property being access road from Shradhanand Cross Road No. 4 to the said Property, who are already settled by the Owner and Developers M/s. Siddhi Enclave jointly and the cost

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for the same is shared in the ratio of 60:40 by the Owners and Developers M/s. Siddhi Enclave respectively.

(iii) There existed eight unauthorized structures occupying and encroaching on the west side compound wall of the said Property, which are to be settled by the Owners and Developers M/s. Siddhi Enclave jointly and the cost for the same to be shared in the ratio of 60:40 by the Owners and Developers M/s. Siddhi Enclave respectively. For convenience rough sketch of property showing the said building with tenants, hutments and encroachment on west side compound wall is annexed hereto and marked as **Annexure - 2.**

J) The Owners have already got plans prepared and submitted through their Architect Mr. Mahendra Gohil of "Marg Consultants" and Municipal Corporation of Greater Mumbai has already sanctioned the plans and issued I.O.D. dated 25/08/2008 bearing No. 8960/WS/AK/Dt.25/08/2008. The copy of said I.O.D. is enclosed herewith and marked as **Annexure- 3.** The Developers M/s. Siddhi Enclave have changed the Architect with consent from the Owners herein and appointed M/s. Square Consultants as the Architect for the project for Municipal Approval, Planning and all Architectural Services. The Developers M/s. Siddhi Enclave have further pursued the matter with the M.C.G.M. through M/s. Square Consultants for obtaining various concessions and further approvals and accordingly amended sanctioned plans showing a new super structure with 13 storey tower is obtained from M.C.G.M. along with amended I.O.D. No.



CE/8960/WS/AK/Dt.04/02/2010. The amended I.O.D. Dt.04/02/2010 and Commencement Certificate Dt. 29/10/2010 are annexed herewith as **Annexure - 4.**

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K) As per the terms and conditions of Joint Development Agreement Dt. 01/10/2010 the Developers M/s. Siddhi Enclave has allowed to develop at its own costs, risks, expenses and responsibility and on "principal to principal" basis and the not as agent of the Owners by putting building plans that may be sanctioned by M.C.G.M., and as per the terms and conditions that may be imposed by the concerned authorities while sanctioning the said plans and shall be entitled to utilize the entire floor space index [F.S.I.] as available in respect of the said Property and the F.S.I. of other properties by way of transfer of development rights [T.D.R.] to the maximum extent permissible under the Development Control Regulations, free from all encumbrances, claims and demands on all that piece and parcel of land, hereditaments and premises admeasuring about 482.42 Sq. Mtrs. bearing Original Plot No.366 corresponding to final Plot No.409 of TPS - V, of Vile Parle (Eas) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) in the Registration Sub-District of Bandra, District Mumbai Suburban, together with the building or dwelling houses standing thereon, and known as "Mithaiwala Chawl" situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai - 400 057 more particularly described in the Schedule here under written. The Owners have settled the claim of ten tenants occupying rooms in



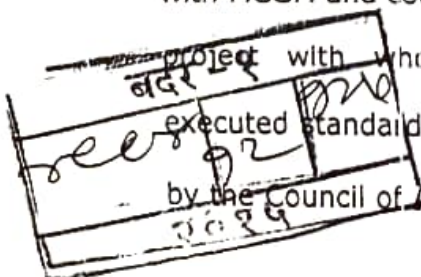
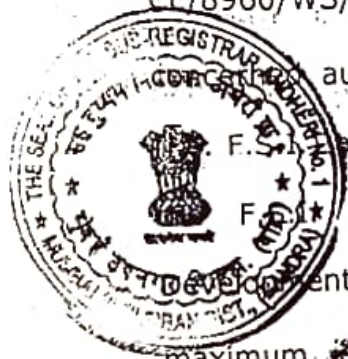
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said Mithaiwala Chawl as monthly contractual tenant by giving them Permanent Alternate Accommodation in the new building to be constructed on the said property and necessary Agreement thereof are also executed.

L) The Owners here n and Developers M/s. Siddhi Enclave are developing the said property by demolishing the existing chawl structure known as 'Mithaiwala Chawl' standing thereon and constructing a multi storey new building in the name of "**ADOBE HEIGHTS**" in the manner hereinafter stated, as per the plans which has sanctioned by Municipal Corporation of Greater Mumbai i.e. MCGM vide I.O.D. Dt. 25/08/2008 bearing No. CE/8960/WS/AK and amended I.O.D. No. CE/8960/WS/AK/Dt.04/02/2010 issued by MCGM and other authorities by utilizing the entire floor space index as available in respect of the said property and also of other properties by way of Transferable Development Rights (i.e. T.D.R.) and fungible FSI to the maximum extent permissible and as per the rules and regulations of MCGM.

M) The Developers M/s. Siddhi Enclave have appointed M/s. Square Consultants having address at Shyam Kamal, Wing B, 1st Floor, Agarwal Market, Vile Parle (E), Mumbai - 400 057, registered with MCGM and council of Architects, as the Architect for the said project with whom Developers M/s. Siddhi Enclave have executed standard Agreement as per the Agreements prescribed by the Council of Architects. Similarly the society and developers



have appointed M/s. Sura & Associates having office at Shubham Building, 3rd Floor, Andheri Kurla Road, Andheri (E), Mumbai, as the Structural Engineers for preparation of structural designs and drawings for the construction of new building.

N) While sanctioning the said plan, the MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners herein and Developers M/s. Siddhi Enclave while developing the said property and constructing the buildings thereon and upon due observance and performance by the Owners herein and Developers M/s. Siddhi Enclave, the Occupation Certificate in respect of the said building shall be granted by the MCGM.

O) In these circumstances, the Owners herein and Developers M/s. Siddhi Enclave herein are constructing buildings on the said property described in the Schedule hereunder written for sale on ownership basis the flats, garages, parking space and other premises therein. The name of the Building shall be 'Adobe Heights'.



P) On the instructions of the Developers M/s. Siddhi Enclave, M/s. Kirti Nagda & Associates, Advocate have investigated the title of the Owners to the said property described in the First Schedule hereunder written. The said Advocate by his Certificate opined that the title of the Owners to the said property is clear and marketable and free from all encumbrances howsoever.

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१०२५		

Q) The Purchasers herein have applied to the Owners herein for allotment to them a Flat No. 803 on 3rd floor admeasuring about

550 Sq.ft. carpet in the Building Known as "ADOBE HEIGHTS" being constructed in the said property described in the **First Schedule** hereunder written and accordingly the Owners have agreed to allot to the Purchasers a Flat No. **803** on **8th** floor admeasuring about **550 Sq.ft.** carpet area in Building Known as "ADOBE HEIGHTS" being constructed of the said property situate at Shradhar and Road, Vile Parle (East), Mumbai - 400 057 (hereinafter referred to as "the Said Flat" and more particularly described in **Second Schedule** hereunder written) The said Flat shall be comprised with AHU, shaft, ODU, CFO passages and ET Features which areas are exclusive,



tenant and restricted to the said flat including ornamental/aesthetic features, as shown delineated in red colour boundary on the Sketch Plan, annexed hereto and marked as "Annexure 5".

The present layout, design, elevation plans may be required to be amended from time to time by the Owners herein and Developers M/s. Siddhi Enclave and the Purchaser has no objection to the Owners herein and Developers M/s. Siddhi Enclave making such amendments;

5) The Purchasers have demanded from the Owners and the Owners have given inspection to the Purchasers of all documents of title relating to the said property including the Joint Development Agreement, plans, designs and specifications prepared by the Architects, the Certificate of Title, revenue records and such other documents as specified under the

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Maharashtra Ownership Flat (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.F. Act") and the rules made there under;

- T) Under Section 4 of the said Maharashtra Ownership Flat Act, the Owners are required to execute a written agreement for Sale of the said Flat with the Purchasers being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Owners shall construct the said building of stilt and 13 upper floor on the portion of the said land forming part of the property described in the First Schedule hereunder written in accordance with the plans, designs, specifications and approved by compulsory the concerned local authority and which have been seen and approved by the Flat Purchasers with only such variations and modifications as the Owners may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that they Owners shall have to obtain prior consent in writing to the Flat Purchasers in respect of such variations or modifications, which may adversely affect the said flat of the flat Purchasers.

2. The Flat Purchasers hereby agrees to purchase from the Owners and the Owners hereby agree to sell to the flat Purchasers a Flat



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No. **803** on **8th** floor admeasuring about **550 Sq.ft.** carpet area in the Building known as "**Adobe Heights**" situate at Shradhanand Road, Vile Parle (East), Mumbai - 400 057 (hereinafter referred to as "the Flat") for the price of Rs. 12000000/- (Rupees ONE CRORE TWENTY EIGHT LAKH ONLY) which includes the price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Third Schedule hereunder written. The said Flat shall be completed with AHU, shaft, ODU, CFO passages and ET features which are exclusive, appurtenant and restricted to the said flat, including ornamental/ aesthetic features, as shown delineated in red color boundary line on the Sketch Plan, annexed hereto and marked as **Annexure "5"**.



3. On or before execution of these presents the Purchasers have paid a sum of Rs. 500000/- (Rupees Five Lakh only) as and by way of earnest money or part consideration (the receipt whereof is admitted and acknowledged by the Owners herein separately) **AND** the Purchasers hereby agrees to pay to the Owners the balance amount of Rs. 12300000/- (Rupees ONE CRORE TWENTY THREE LAKH ONLY) in the following manner:-

- i) Rs. _____/- on Completion of R.C.C.
- ii) Rs. _____/- on completion of brick work and plaster of the flat.
- iii) Rs. _____/- on completion of Plumbing and electrical

Rs. _____/-	_____
Rs. _____/-	_____
Rs. _____/-	_____

work of the flat.

- iv) Rs. _____/- on completion of flooring and Tiling work
- v) Rs. _____/- on handing over vacant possession of the said flat to the Purchaser herein

4. The Flat Purchasers hereby declares that before execution of this Agreement, the Owners have made full and complete disclosure and the buyer has taken full, free & complete inspection of particulars and disclosure of the following: -

- (a) Nature of Owners title to the said property described in the First Schedule hereunder written and all encumbrances, if any, thereto, along with all relevant documents;
- (b) All plans and specifications duly approved and sanctioned by the MCGM to be build upon the said property;
- (c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;
- (d) All particulars of design and materials to be used in construction of the building on the said property;
- (e) The nature of organization of persons to be constituted and to which the title is to be passed being either a Co-operative Housing Society Governed by the provisions of the Maharashtra Co-operative Societies Act, 1960, or a private limited company to be governed by the provisions of the Companies Act, 1956 and/or Apartment Owners Association to be governed by the Maharashtra Apartment Ownership Act, 1970;



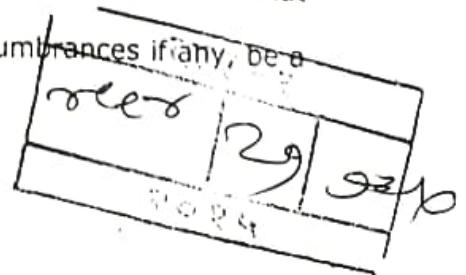
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have been paid by the Flat Purchasers to the Owners but the Owners shall not be liable to pay to the Purchasers any interest on the amount so refunded and upon the termination of this Agreement and a refund of the aforesaid amount by the Owners, the Owners shall be at liberty to dispose and sell the flats/garage or car parking to such person and at such price as the Owners may in their absolute discretion think fit.

10. The fixtures, fittings and amenities to be provided by the Owners in the premises and the said building are those that are set out in **ANNEXURE -6** annexed hereto.

11. The Owners shall give possession of the Flat to the Flat Purchasers on or before _____. If the Owners fail or neglect to give possession of the Flat to the Flat purchasers on account of reasons beyond his control by the aforesaid date as per the provisions of section 8 of Maharashtra Ownership Flats Act, the Owners shall be liable on demand to refund to the Flat Purchasers the amounts already received by them in respect of the Flat Purchasers with simple interest at 9% p.a. from the date the Owners received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount interest thereon is refunded by the Owners to the Flat Purchasers they shall, subject to prior encumbrances if any, be a



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after transfer of the property and such right shall include this right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plans as may be permitted by the MCGM or the other authorities and such additional structures or Storeys or Flat shall be the sole property of the Owners who shall be entitled to deal with or dispose of the same. The Flat Purchasers shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Owners and the Owners shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the Co-operative society subject to access thereto by the said Society to attend any leakage from the terrace and/or to the water tanks on the said terrace or to carry out any repairs. The Owners shall also be entitled to display board and/or hoarding on the parapet walls of the said property or any part thereof even if the said property is conveyed in favour of Co-operative Society or the Flat Purchasers or Association of persons or body corporate as the case may be.



15. The Flat Purchasers along with other Purchasers of flats in the building shall join in forming and register the society or a Limited Company to be known as **ADORE HEIGHTS** Co-operative Housing Society Ltd. also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration

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- (a) The Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned by the MCGM and all other concerned authorities;
- (b) The Owners shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, comprising of all the Flat Purchasers or a private limited company governed by the provisions of the Companies Act, 1956 or Condominium of Apartments Owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970;
- (c) That the limited common areas and facilities shall be as set out in the ANNEXURE -7 hereto;
- (d) The flat is intended and shall be used for residential purposes only and the buyer undertakes that the said flat shall not be used by the Flat Purchasers for any other purposes whatsoever.



18. The Flat Purchasers admits having taken inspection of all the documents required to be given by the Owners under the provisions of the Maharashtra Ownership Flats Act and hereby agrees and confirms that the Owners shall have irrevocable rights for the purposes set out herein below and the Owners shall be entitled to exercise the same as if the Flat Purchasers had given the written prior consent to the Owners as required under the said Act and with a view to remove any doubts the Flat Purchasers hereby confers upon the Owners the right and authority for the purposes set out herein below:

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consideration as the Owners may in their absolute discretion deem fit and proper.

(g) The Structure which may be put up for consuming the balance and/or additional F.S.I. available for the F.S.I. available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the Flat Purchasers even though such plans may be sanctioned in future.

(h) The Owners shall also be entitled to consume additional F.S.I. and/or balance available under D.C. Rules or any special concession being granted by the MCGM or any other authorities including the F.S.I. available in lieu of the road widening set back, reservation etc.

(i) The Flat Purchasers and all the other Buyers of the Flat in the said building shall not have any right, title, claim or interest in respect of the F.S.I. as stated above, open spaces, parking spaces, common areas, inclusive of the garden area and that the rights of the Buyer is confined only to the Flat agreed to be sold.

(j) Irrespective of the possession of the Flat being given to the Flat Purchasers and/or the Management being given to the ad-hoc committee or the Flat Buyers the rights under this clause and/or under this agreement reserved for the Owners for exploiting the potentiality of the property described in the First Schedule hereunder

written shall be

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per month towards the outgoings. The amounts so paid by the Flat Purchasers to the Owners shall not carry any interest and remain with the Owners until a conveyance/assignment of lease is executed in favour of the society or a limited Company as aforesaid. Subject to the provisions of section 6 of the said, Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Owners to the society or the Limited Company as the case may be. The Flat Purchasers undertakes to pay a provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each month every month in advance and shall not withhold the same for any reason whatsoever. All the deposits payable to the MCGM or the Reliance Infrastructure Ltd. for water connection and electricity charges or I.O.E. deposit, Layout deposit or permanent deposits in respect of the said Flat which become payable shall be paid or reimbursed to the Owners by the Flat Purchasers. The Flat purchasers also pay proportionate share towards development charges, betterment charges and MVAT and Service tax as may be applicable.



- (1) The Flat Purchasers shall on or before delivery of possession of the said premises keep deposited with the Owners the following amounts:

keep deposited with the		
₹ 20000	₹ 20000	₹ 20000
₹ 20000	₹ 20000	₹ 20000

(hereinafter referred to as "TDR") (r to which the Owners shall or may hereafter become entitled in respect of any other properties under the Development Control Regulation of B.M.C. for the time being in force. The Owners shall also be entitled to from time to time, to make additions or alterations or variations or modification in the said layout of the said property/properties including the said portion of property in order to utilize or avail the said F.S.I., which may be available as mentioned herein.

21. The Owners have further informed the Purchasers and the Purchasers are aware and hereby agree that in the event any area of the said properties agreed to be developed, the Owners portion of which is under reservation, is wholly or partially released from such reservation or such reservation is shifted to any other area, the Owners will be entitled to develop the said area so released or made available on shifting of such reservation or otherwise and also be entitled to utilize and consume the F.S.I. in respect thereof on the said properties or on any other property/properties and the Purchasers will not object to or obstruct the same in any manner whatsoever.

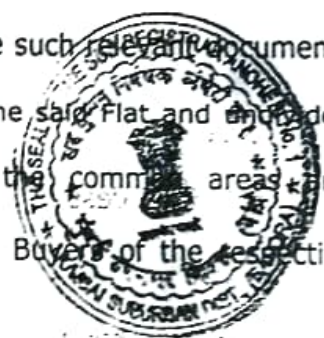
22. It is further agreed by and between the parties hereto that the Owners shall on payment of the total consideration amount put the Purchasers into vacant and peaceful possession of the said flat. It is further clarified that the Flat Purchasers along with other Flat Purchasers may be put into possession and yet the Owners may not have sold or entered into any agreement with Flat Purchasers of other flats and the other



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the preceding clauses, for sub-leasing/assigning such building/s and land, shall be subject to the provisions of this clause.

24. Notwithstanding anything stated herein above, the Owners shall be entitled to submit the said property under the provisions of the Maharashtra Apartment Ownership Act, 1970, and in such an event, the Flat Purchasers shall at his/her/their costs, charges and expenses be entitled to execution of a Deed of Apartment and/or Conveyance and in such an event, the Owners shall cause the said owners to execute such relevant documents for effectuating a proper transfer of the said Flat and included share, right, title and interest in the common areas and amenities in favour of the respective Buyers of the respective Flat.



25. The Owners shall utilize the legal charges for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Owners in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance.

26. At the time of registration the Flat Purchasers shall pay to the Owners the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or limited Company on the conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company.

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(c) To carry at their own cost all internal repairs to the said flat and maintain the flat in the same conditions state and order in which it was delivered by the Owners to the Flat Purchasers and shall not do or suffering to be done anything in or to the building in which the flat is situated or the flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat purchasers committing any act in contravention of the above provision, the Flat Purchasers shall be responsible liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the flat is situated and shall keep the portion, sewers, drains pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the flat without the prior written permission of the Owners and/or the Society or the Limited Company.

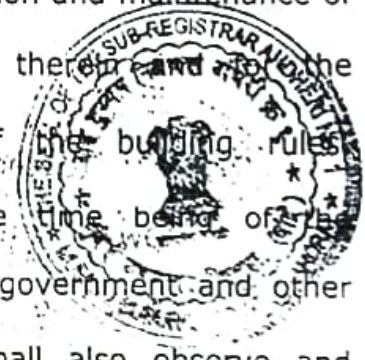


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any of the terms and conditions of this agreement and until the Purchasers have intimated in writing to the Owners and obtained a written No Objection or consent of the Owners in advance.

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(j) The Purchasers shall observe and perform all the rules and regulations or bye-laws which the ultimate Transferee of the said properties may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchasers shall also observe and perform all the stipulation and conditions laid down by the Society/Limited Company regarding the occupation and use of the said Flat in the Building accordingly in accordance with the terms of this agreement.



(k) Until a Deed of conveyance is executed and the entire project is declared by the Owners as completed the Purchasers shall permit the Owners and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said properties and buildings to at or any part thereof to review and examine the state and condition thereof.

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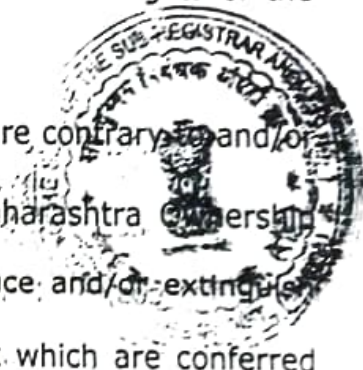
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consumed the FSI available as per the prevailing D.C. Rules, or as per Policy of Slum Rehabilitation Scheme, for the reconstructions of the tenanted building or the FSI granted in lieu of area under reservation or on compliance of certain or any obligations, any such benefits or right always belong to and available to the Owners and that the buyer hereby records his Irrevocable consent thereto. Necessary covenant shall also be Included in Agreement for Sale of the Flats and other documents and also in Deed of Conveyance to be executed in favour of the society of Flat Purchasers reserving the aforesaid rights of the Owners in the said property.

31. If any of the provisions of this Agreement are contrary to and/or inconsistent with the provisions of the Maharashtra Ownership Flats Acts or which would amount to reduce and/or extinguish and/or diminish the right title and interest which are conferred upon them under the provisions of the Maharashtra Ownership Flats Act, then the provision of the said applicable acts shall prevail.

32. Any delay tolerated or indulgence shown by the Owners in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchasers by the Owners shall not be construed as waiver on the part of the Owners of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchasers nor shall the same in any manner prejudice the rights of the Owners.



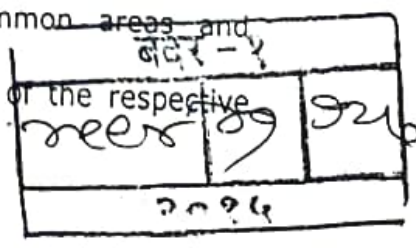
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obtained from the concerned local authority and the Owners or the Society, or as the case may be, the Limited Company.

37. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Limited Company or Association as well as all the costs of preparing, engrossing, stamping and registering all the agreements, including this agreement, conveyance, transfer deeds or any other document or documents required to be executed by the said owners and the Owners or the Buyers or Co-operative Society as well as the entire professional costs, charges and expenses payable by the same shall be paid by the Flat Purchasers immediately on demand. The Flat Purchasers shall pay the professional fees in respect of the documents to be made and also in respect of the services rendered or to be rendered by the Owners Advocates as provided in this clause.



38. Notwithstanding anything stated hereinabove, the Owners shall be entitled to submit the said property under the provisions of the Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Flat Purchasers shall at his/her/their costs, charges and expenses be entitled to execution of a Deed of Apartment and/or Conveyance and in such an event, the Owners shall cause the said owners to execute such relevant documents for effectuating a proper transfer of the said Flat and undivided share, right, title and interest in the common areas and amenities in favour of the respective Buyers of the respective Flat.



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FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land, hereditaments and premises admeasuring about 487.42 Sq. Mtrs. bearing Original Plot No.366 corresponding to final Plot No.409 of TPS - V, of Vile Parle (East) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) of Village - Vile Parle (East), Taluka - Andheri, District - Mumbai Suburban, together with the building or dwelling houses standing thereon, and known as "Mithaiwala Chawl" situate lying and being at Shradhanand Road, Vile Parle (East), Mumbai - 400 057 and bearing Bombay Municipal Corporation's Ward No. K-271 and K-273 and Street No. 36 and 37 and bounded as follows:-

- On or towards East : By Final Plot Nos. 401, 410 and 411 and;
- On or towards West : By Final Plot No. 408 and Final Plot No. 402
- On or towards South : Partly by Final Plot No.401 and partly by 9.13 mts. Wide T. P. Road known as 4th Road,
- On or towards North : By Final Plot No. 411 and 412;

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT new residential Flat No. 803 on 8th floor admeasuring about 550 Sq.ft. Carpet area in the building to be constructed and known as "ADOBE HEIGHTS" at Shradhanand Road, Vile Parle (East), Mumbai - 400 057. The said new building will be constructed on the plot of land bearing Original Plot No.366 corresponding to final Plot No.409 of TPS - V, of Vile Parle (East) and City Survey No.1538, 1538/1 to 7 (area as per Property Card 612.2 Sq. Mtrs.) of Village - Vile Parle (East), Taluka - Andheri, District -

Mumbai Suburban.		
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)

By the within named)

"OWNERS")

M/s. Ravi Construction Co.)

Through authorized Partner)

Mr. Jayesh A. Mehta)

in the presence of)

Witnesses: -

1. *[Signature]*

2. *H.M. Vaephala*



SIGNED SEALED AND DELIVERED)

By the within named **"Purchasers"**)

(i) **Mrs. Nisha J. Mehta**)

M. J. Mehta

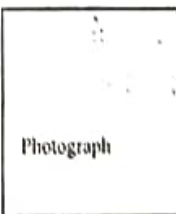


In presence of)

Witnesses: -

1. *H.M. Vaephala*

2. *[Signature]*



Signatures

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