

at
S. D. Rs. 50,000/-

AGREEMENT FOR SALE

PL
6.57

M/s. SUPER CONSTRUCTION COMPANY

ADVOCATES & SOLICITORS:

M/s. M. P. SAVLA & CO.,
Bharat House, 2nd Floor,
104, Mumbai Samachar Marg,
Fort, Mumbai - 400 001.



Friday, August 13, 2004

6:24:03 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 7163

गावाचे नाव बोरला

दिनांक 13/08/2004

दस्तऐवजाचा अनुक्रमांक वदर3 - 07168 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

DELIVERED

सादर करणाराचे नाव: छाया हनुमंत दवले

नोंदणी फी	:-	14050.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (65)	:-	1300.00
एकूण	रु.	15350.00

आपणाला हा दस्त अंदाजे 6:38PM ह्या वेळेस मिळेल

दय्यभ निबंधक
कुर्ला 1 (कुर्ला)

दाजार मुल्य: 1322433 रु मोबदला: 1404800 रु.

भरलेले मुद्रांक शुल्क: 54000 रु.

दय्यभनाचा प्रकार : डीडी/घनाकर्षाद्वारे;

वैधतेचे नाव व पत्ता: बँक ऑफ बडोदा;

डीडी/घनाकर्ष क्रमांक: 624302; रक्कम: 14050 रु.; दिनांक: 07/08/2004

तह कुर्ला जिल्हा, कुर्ला-१

मुंबई उपनगर जिल्हा:

DELIVERED

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

मूळ प्रत
ORIGINAL COPY

(अहस्तांतरणीय)
[NON TRANSFERABLE]

संख्या ११३ सड
Gen. 313 me.

27874

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण / Place कुर्ला (चेंबूर) / KURLA (CHEMBUR) दिनांक / Date 7/11/08

Received from Chhaya. C. D. ... यांच्या कडून

रु / Rs. ... रुपये / Rupees ... या करिता

मिळाले. on account of Stamp Duty.

रोखपाल वा लेखापाल
Cashier or Accountant

Baroda Chhaya
624/3
7/8
09/11/2008
रसिद / Signature
JOINT SUB-REGISTRAR,
(MURGA / CHEMBUR)

JOINT SUB-REGISTRAR
KURLA - MUMBAI
MAH/CCRA/05/2000

102197 AUG 09 2004
R.0054000 PD 0128
INDIA STAMP DUTY MAHARASHTRA

fifty four thousand only

PROPER OFFICER
JOINT SUB-REGISTRAR
KURLA (CHEMBUR)



K/S ARTICLES OF AGREEMENT made at Mumbai this
10th day of August, Two Thousand ^{Four} ~~Three~~
BETWEEN M/S. SUPER CONSTRUCTION COMPANY, a
partnership firm having their office at 234-36, Narshi Natha Street,
Mumbai - 400 099, hereinafter referred to as "the Builders" (which
expression shall unless it be repugnant to the context or meaning
thereof be deemed to mean and include the partners or partner for
the time being and from time to time constituting the said firm, the
survivors or survivor of them, the heirs, executors and
administrators of such survivors, his/her/their assigns) of the One
K/S Part; AND M/S. CHHAYA HANUMANT DHAMALE
hereinafter referred to as "the
Purchaser" (which expression shall unless it be repugnant to the
context or meaning thereof be deemed to mean and include his/her/
their heirs, executors, administrators and permitted assigns) of the
Other Part.

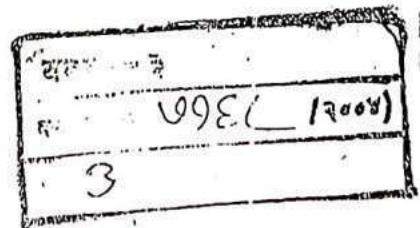
Dhale

For Super Construction Co.
Kurla
10/08/2004
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(Signature)
Partner

WHEREAS :

- (i) Prem-Jyot Co-operative Housing Society Limited, a society registered under the Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG/3798 of 1972 as Tenant-ownership Society, hereinafter referred to as "the said Society" was seized and possessed of property admeasuring 44897.50 sq. mts. bearing CTS No. 1A, 1B and 1C situated at Village Borla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as "the said larger property";
- (ii) The said larger property has been sub-divided into two plots namely Plot 'A' admeasuring 16768.24 sq. metres bearing CTS No. 1A, hereinafter called "the said Plot 'A' and Plot "B" admeasuring 14810.68 sq. metres, hereinafter called "the said Plot "B" by way of a natural sub-division by virtue of 60 ft. wide Road running through the said larger property and having an area of approximately 4486.58 sq. metres, hereinafter called "the said 60 ft. Road" and there is also a 120 ft. wide Road out of 60 m. wide D.P. road having an area approximately 8832.00 sq. metres, running throughout said larger property, hereinafter called "the said 120 feet road" and the aggregate area of all thereof amounting to 44897.50 sq. metres;
- (iii) The said Society being a Co-operative Housing Society was entitled to hold the said larger property within the meaning of the provisions of the Urban Land Ceiling and Regulation Act, 1976 (hereinafter referred to as "the said Urban Land Ceiling Act);



(iv) The said Larger Property has been permitted to be used for non-agricultural purpose by an Order dated 20.01.1988 passed by the Additional District Deputy Collector, BSD



(v) The said Society submitted a layout in respect of the said larger property to the Municipal Corporation of Greater Mumbai, hereinafter referred to as "MMC" and in pursuance of the said layout MMC sanctioned the sub-division of the said Plot 'A' and the said Plot 'B' under Order No. CE/294/BPES/BOM dated 11.06.1987 and in pursuance thereof the sub-divisional officer of Mumbai Suburban District sanctioned sub-division by his Order No. DLN/LND/B/7428 dated 08.03.1988;

(vi) The said Society evolved a scheme for allotment of portions forming part of the said Plot 'A' and the said Plot 'B' to its all members which said portions are collectively called "the said Building Sites" and each of the said Building sites singly is called "the said Building site";

(vii) The said Plot 'B' interalia consists of several Building sites including Building Site Nos. 16 and 17 and several portions as recreation grounds common to all the Building sites forming part of the said Plot 'B';

(viii) One Kunverji Premji being one of the former partners of the Builders herein viz. M/s. Super Construction Company is the present member of the said Society and as such member became the allottee of the said Building Site No. 16;

(ix) The said Society executed Lease dated 25th April, 1994 in favour of the said Kunverji Premji (being one of the former partners of the Builders herein) and registered with the Sub-

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Registrar of Mumbai under serial No. 1349 of 1995 by
of Deed of Confirmation dated 30th March 1995 in respect
the said Building Site No. 16 for the period of 998 years
commencing from 26th December, 1983;



- (x) The said Kunverji Premji has executed writing confirming that the said Plot was acquired by him for and on behalf of the Builders and as a former partner of the Builders, a copy whereof is annexed hereto and marked 'A';
- (xi) One Rasik Kunverji Premji being one of the partner of the Builders herein viz. M/s. Super Construction Company is also the present member of the said Society and as such member became allottee of the said Building Site No. 17;
- (xii) The said Society executed Lease dated 25th April, 1994 in favour of the Rasik Kunverji (being one of the partners of the Builders herein) and registered with the Sub-Registrar of Mumbai under serial No. 1356 of 1995 by virtue of Deed of Confirmation dated 30th March, 1995 in respect of the said Building Site No. 17 for the period of 998 years commencing from 26th December, 1983;
- (xiii) The said Rasik Kunverji has executed writing confirming that the said Plot was acquired by him for and on behalf of the Builders and as a partner of the Builders, a copy whereof is annexed hereto and marked 'A1';
- (xiv) The Builders have divided the said building site No. 17 into three portions viz. No. 17A, 17B and 17C;
- (xv) The Builders submitted plans to Municipal Corporation of Greater Mumbai for construction on the said Building Site

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Nos. 16 and 17-A of a building on stilts and 7 floor consuming FSI of 3918.21 sq. mtrs. which said plans were amended and duly approved by MMC on 24.01.2002 under I.O.D. No. CE/3458/BPES/AM and commencement certificate thereof was issued by MMC;



(xvi) In pursuance of the said sanctioned plans, the Builders are constructing building of 7 floors on stilts/Ground Floor, hereinafter referred to as "the said Building" on the said Building Site Nos. 16 and 17A;

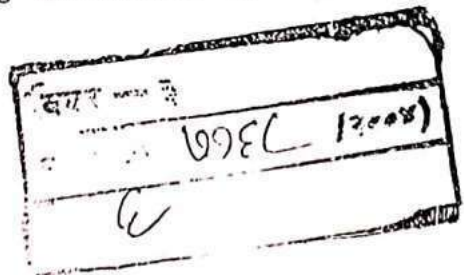
(xvii) The said Building Site Nos. 16 and 17A is more particularly described in the First Schedule hereunder written and is shown on the plan annexed hereto and marked 'B'. The location plan showing Plot 'B' is annexed hereto and marked 'B-1';

(xviii) A Certificate of Title of the said Society in respect of the said larger property and of the Confirming Party in respect of the said Building site No. 16 and 17A issued by M/s. M. P. Savla & Company, Advocates and Solicitors is annexed hereto and marked 'C';

(xix) The Builders have informed the Purchasers that :

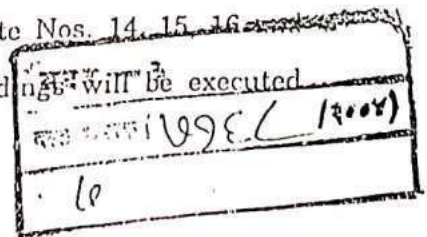
(a) The use of FSI on the said Building Site Nos. 16 and 17A has no relevance with the area of the said Building Site Nos. 16 and 17a and that the said Building is being constructed out of the total FSI allocable to the said Plot 'B';

(b) That this Agreement is only in respect of tenements in the said Building being constructed on the said



Building Site Nos. 16 and 17A and that the Purchaser and/or the proposed society of the tenements purchasers in the said Building shall have no right, title or interest of any nature whatsoever in any other building site or in the open space of any other building site or in any part of the said larger property or in the other parts of Plot 'B' or in FSI used in any other building site or additional FSI that might become available in lieu of Transfer of Development Right (TDR) purchased or for any portion of the said Plot 'B' and from 60' and 120' D.P. Road or due to increase in FSI by MMC or Government in future;

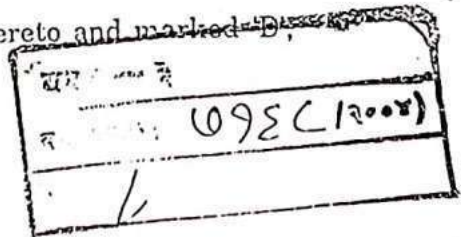
- (c) That the Builders have constructed buildings on adjoining Building Site Nos. 14 and 15 and tenements whereof have already been sold and are in occupation of the Purchasers therein;
- (d) That upon all the tenements being sold the Builders at their option will either form one co-operative society for the said tenements consisting of Building Site Nos. 14 and 15 as also of the tenements consisting of the building proposed to be constructed on the said Building Site Nos. 16 and 17A being subject matter of this Agreement as also for the tenements consisting of Building Site Nos. 17B and/or 17C to be developed hereafter or a separate Society only of the tenements purchasers of the building proposed to be constructed on the said Building Site Nos. 16 and 17A will be formed hereinafter called "the proposed Society" and sub-lease only of the Building Site Nos. 14, 15, 16 and 17A together with the said Building Site Nos. 14, 15, 16 and 17A will be executed

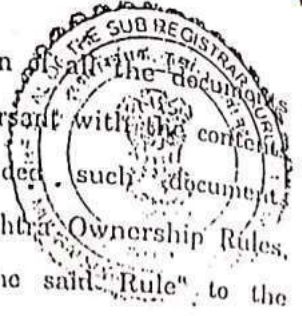


in favour of such Society in case one Society is formed of buildings on Buildings Site Nos. 14, 15, 16 and 17A and in case separate Society is formed only of Building Site Nos. 16 and 17A as the case may be as provided in the operative part of this Agreement;



- (e) That the Plot 'B' consists of two recreation grounds for the buildings on all the building sites forming part of Plot 'B'. Out of that recreation ground on west side (of smaller size) is earmarked for the use of buildings on Building Site Nos. 9 to 13 and the other recreation ground is to enure for the benefit of all the buildings in Plot 'B' including for the said Building on Building Site Nos. 16 and 17A. The Tenement Purchaser in the said Building shall proportionately contribute for the maintenance and upkeep of the said recreation ground. The internal Feeder Road touching the said Building site is meant for use by all the building sites in Plot 'B' and occupants shall have an un-obstructed right of way over the said internal Feeder Road;
- (f) That the name of the said Society is duly entered in the City Survey Extract in respect of said Plot 'B' and that names of the said Kunverji Premji and/or of the said Rasik Kunverji Premji and/or of the Builders are not shown thereon and further that no separate City Survey Extract has been issued in respect of the said Building Site Nos. 16 and 17A. A copy of the City Survey Extract in respect of the said Plot 'B' showing therein the name of the said Society as the Owner of the said Plot 'B' is annexed hereto and marked 'B'.





(xx) The Purchaser/s have taken inspection of all the documents referred to hereinabove and are conversant with the content thereof. The Builders have provided such document mentioned in Rule 4 of the Maharashtra Ownership Rules, 1964, hereinafter referred to as "the said Rule" to the Purchaser/s;

(xxi) The Builders will be entering into separate Agreement with several other persons for sale of tenements, stilts and open parking space in the said building;

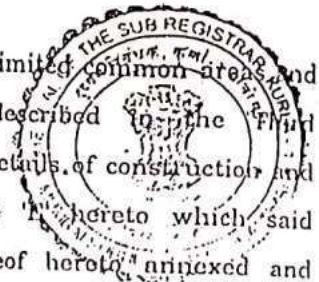
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The Purchaser/s has/have agreed to purchase a Flat No. G-1 on the ground Floor of the said building together with parking space No. --- under ~~stilt/open car parking space~~ on compound of the said building, hereinafter referred to as "the said premises" to be constructed on the said Building Site Nos. ~~16 and~~ 17A which said premises is more particularly described in the Second Schedule hereunder written with full knowledge of the aforesaid at the price and on the terms and conditions hereinafter appearing;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1-4
1. The Purchaser hereby agrees to acquire Flat No. G-1 on the ground Floor in the said Building under construction by the Builders on the said Building Site Nos. ~~16 and~~ 17A, hereinafter called "the said two premises" together with the common area and facilities appurtenant to the said premises and the limited common areas and facilities subject to which the said premises is the nature extent and description of the

Signature

For Silver Construction Co.
108 & L 12002
Partner



common area and facilities and the limited common area and facilities are more particularly described in the First Schedule hereunder written as per details of construction and

'E' Amenities as set out in Annexure 'A' hereto which said premises, shown on the plan thereof hereto annexed and marked 'F' and surrounded by a red coloured boundary line thereon as per plan and specifications seen and approved by him/her/them for the nominal price of Rs. 14,04,800/- (Rupees Fourteen Lakhs Four Thousand Eight Hundred Only - only).

The said price is fixed on lumpsum basis and has no bearing on the actual admeasurement. The carpet area of the said Flat premises inclusive of Balcony is 627.25 square feet as per the said sanctioned plans. The said area is liable to vary on actual admeasurement and the Purchaser/s shall not be entitled to claim any rebate in price of the variation in the area upto 5%.

2. The Builders are constructing the said Building on the said Building Site Nos. 16 and 17A more particularly described in the First Schedule hereunder written in accordance with the plans and specifications which have been kept at their office and the Building Site for inspection and which the Purchaser/s has/have seen and approved. The Purchaser/s also agree/s that the builders may make such variations thereto as may be required to be done by the Government, the Mumbai Mahanagarpalika or any other local authority.

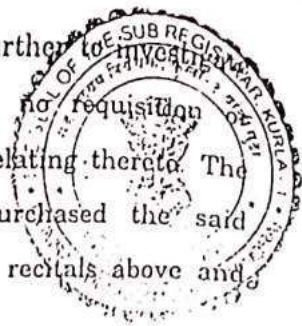
3. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the said Society to the said larger property and the right of the Builders to develop the said Building Site No. 16 and 17A

Shankar

Stamp: 0988 (12008) 29

For Super Construction Co.,
Partner

and he/she/they shall not to be entitled further to the title of the said building site and no requisition objection shall be raised on any matter relating thereto. The Purchaser shall be deemed to have purchased the said premises on the conditions set out in the recitals above and to have accepted the title thereof.



4. The name and address of the Purchaser/s till possession of the premises is taken by the Purchaser shall be as under :

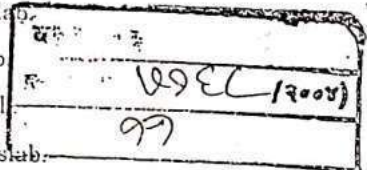
Name : MRS. CHHAYA HANUMANT. DHAVAL

Address : K-230 R.B.I. Quarters,
Sion Trombay Road,
Chembur, Mumbai-400071.

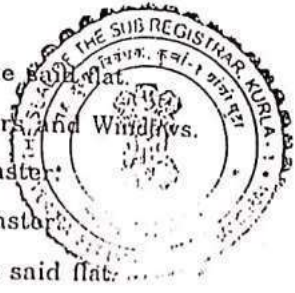
Telephone : 252 04 878

5. The said price shall be paid by the Purchaser to the Builders in the manner given below percentage referred to hereinbelow are of the total purchase price payable by the Purchaser/s :

- (i) 10% Earnest money on or before the execution of this Agreement.
- (ii) 10% on completion of the Plinth.
- (iii) 4% on casting of the first slab.
- (iv) 4% on casting of the second slab.
- (v) 4% on casting of third slab.
- (vi) 4% on casting of the fourth slab.
- (vii) 4% on casting of the fifth slab.
- (viii) 3% on casting of the sixth slab.
- (ix) 3% on casting of the seventh slab.
- (x) 3% on casting of the eighth slab.



Dhaval



- (xi) 7% on completion of walling to the said flat.
- (xii) 5% on fixing of frames of the Doors and Windows.
- (xiii) 3.5% on completion of internal plaster.
- (xiv) 3.5% on completion of external plaster.
- (xv) 7% on fixing of the flooring to the said flat.
- (xvi) 5% on fixing of shutters of the Doors and Windows.
- (xvii) 5% on completion of Electric work.
- (xviii) 5% on completion of sanitary and plumbing work.
- (xix) 10% on or before the time of possession of the Flat.

6. The time for payment of each of the installments shall be essence of contract. Intimation of the Builders shall be conclusive proof that the plinth or the respective slab or the respective work is completed and within seven days, from the receipt of a notice from the said Builders to the Purchaser/s time being of essence informing the Purchaser that the Plinth or the respective slabs or the respective work have been completed, the Purchaser shall make the payments as agreed to by him/her/them as hercin provided.

7. In the event of failure of payment of any amount due under Clause No. 5 hereof including any of the said installments payable by the Purchaser/s to the Builders on their respective due dates, this Agreement shall come to an end and all the amounts paid by the Purchaser to the Builders shall stand forfeited and the Purchaser shall have no claim against the Builders in respect of the said Flat or the said amounts or any of them and the Builders shall be fully entitled to resell the said premises to anybody else and the Purchaser shall not take or make any objection, contention, obstruction, claim or any proceeding in that behalf. However, the Builders shall have the option, at their sole and absolute discretion, to treat.

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Handwritten signature/initials

Construction Co.
Partner

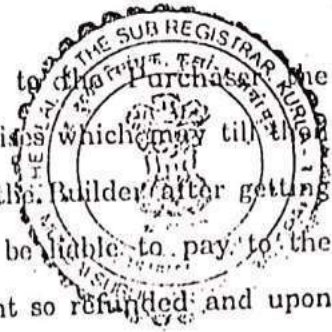
this Agreement as alive and subsisting in the event of failure of payment as aforesaid and in that case all unpaid amounts under Clause 5 hereof shall become due and payable at once and the Builders shall be entitled to recover the same together with interest thereon at the rate of 24% per annum from the date of default till payment. In respect of all payments to be made by the Purchaser, the Builders shall not be deemed to have accepted or agreed on or to have waived of their rights unless and until the amount or amounts and interest as aforesaid actually received from the Purchaser and receipt for the same is passed by the Builders to the Purchaser. The Builders shall not be bound to make any demand or give any notice requiring any payment due or to be due under this Agreement except as provided herein and the absence thereof shall not be put forward by the Purchaser as an excuse for non-payment of any amount or amounts on the respective due dates thereof. Unless and until the Builders shall have exercised in writing the aforesaid option of treating the Agreement as alive and subsisting as aforesaid the Builders shall also not be taken or deemed to have exercised the said option or waived any rights of the Builders. Provided always that the power of termination hereinbefore contained shall not be exercised by the Builder unless and until the Builder shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice. Provided further that upon termination of this agreement as



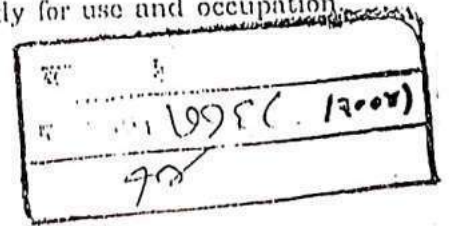
Female

For Super Construction Co.
G. S. Srinivasan
Partner

aforesaid, the Builder shall refund to the Purchaser the installments of sale price of the premises which may till it resold, but the Builder shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builder. The Builder shall be at liberty to dispose off and sell the said premises to such person and at such price as the Builder may in their absolute discretion think fit.



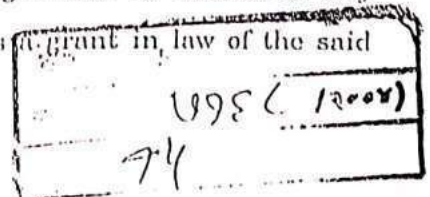
8. The Building is expected to be completed and possession of the said premises is expected to be delivered by March, 2004 subject however to the availability of Cement, Steel and other building materials, electrical and/or other power connection, Elevator, drainage and water connection and subject to any Act of God or Act of State or Force Majeure or any act of enemy, war or Law or ordinance restraining sale or development of land or building or construction or the manufacture or supply of any building material or labour strike or any litigation or any objections of Municipal or other authorities or any other reason or circumstances whatsoever beyond the control of the Builders and in such event the time for completion of the building and delivery of possession of the said premises shall stand and be automatically extended for such further time as the Builders may determine. Under any circumstances the Purchaser shall not be entitled to any damage whatsoever on account of delay or default in giving possession of the said premises. The Purchaser/s shall take possession of the said premises within seven days of the Builder giving written notice to the Purchaser/s intimating that the said two premises are ready for use and occupation.



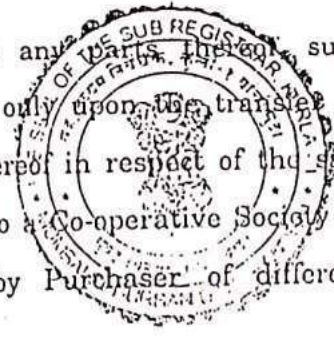
9. Notwithstanding anything contained in Clause 8 above Builders shall fail to deliver possession on the day mentioned therein, the Purchaser shall be entitled to cancel the Agreement whereupon the Builders shall return to the Purchaser the amounts already received by them in respect of the said premises together with interest thereon at the rate of 9% per annum from the date of the receipt of the respective payment. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Builders are unable to complete the aforesaid building/s and/or to give possession of the said premises to the Purchaser the only responsibility and liability of the Builder will be to pay over to the Purchaser and several other persons who have purchased or who may purchase hereafter the premises or other portions in the said building, the total amount (attributable to the said premises) that may be received by the Builder at the time and in the manner as may be received by the Builder pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement.

10. The Purchaser is aware that the builders are entering into similar Agreements with several other parties in respect of other premises in the said building containing similar terms and conditions save and except the sale price which may be mutually agreed upon between the Builders and each Purchaser.

11. Nothing contained in these presents shall be construed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over or as a grant in law of the said



premises or the said building or any part thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said land hereditaments and premises to a Co-operative Society or any other body to be formed by Purchaser of different premises as stated herein.

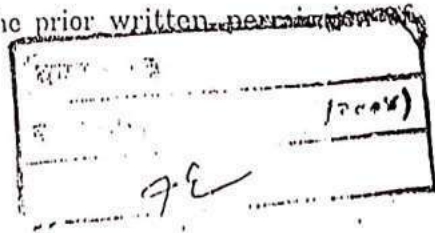


12. The Purchaser/s covenant/s with the Builders that he/she/they the Purchaser/s :

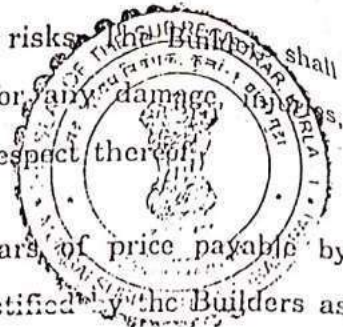
(a) shall not carry on any work in or use the said premises or permit the same to be used for any purpose whatsoever other than as a premises and what is prescribed by the Municipal Corporation of Greater Bombay in its Bye-Laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Builders or occupiers of the other Flat in the same building or neighbouring properties not for any illegal or immoral purposes. The Purchaser shall use the stilt or open parking space only for purpose of keeping or parking the Purchasers own vehicle;

(b) shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by Purchaser nor will the purchaser at any time make or cause any additions or alterations of whatsoever nature in or to the said Flat or any part thereof;

(c) shall not enter or remain in the said property or any portion thereof without the prior written permission



the Builders and at their own risks shall not be responsible or liable for any damage, mishap, fatal or otherwise in respect thereof.



(d) shall pay the respective arrears of price payable by them, as soon as building is notified by the Builders as complete within seven days of such notice served individually or put up at some prominent place in the building.

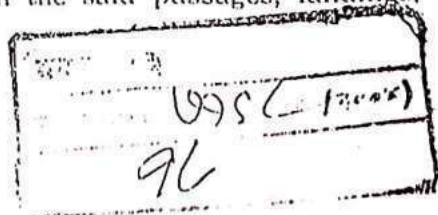
(e) after the possession of the said premises is handed over to the Purchasers and if any additions or alterations in or about or relating thereto are thereafter required to be carried out by the Municipality or competent Authority, the Purchaser agrees that such additions or alterations shall be carried out by the Purchaser and the Purchasers of the other premises in the said building at their own risk and costs and the Builders shall not be or be held to be in any manner liable or responsible for the same;

(f) shall always keep the said premises purchased by the purchaser properly insured against loss or damage by the fire and/or any other risk and the Purchaser shall not do or permit to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the property or render higher or increased premium to be payable in respect thereof. If any such higher premium becomes payable then the Purchaser shall bear and pay the same. All the moneys as and when received by virtue of any such assurance shall be spent in re-building and/

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or repairing the premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the Purchaser/s shall pay his/her/their share for reinstating and repairing the same. The Purchaser/s shall also pay his/her/their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the builders;

- (g) shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles, wagons, cars, lorries, trollies, etc. in the compound of the said Plot;
- (h) shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to effect the construction or the structure of the said building;
- (i) shall not close balconies or open space or any other space or make any alteration in the elevation and shall not put in any window ventilator or on the exterior of the said premises except at the entrance of the said Flat a sign board or plate outside the same signifying his ownership of the same;
- (j) shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircases, corridors, sinks, baths or lavatories on the said building and the open spaces around the said building and in the like manner shall not store any article or merchandise in the said passages, landings,



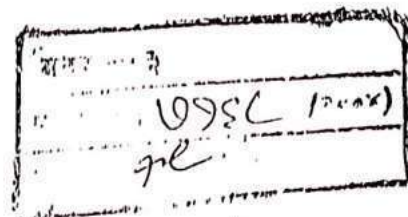
staircase and corridors in the said building and open spaces around the said building,

(k) shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to by majority of the Flat acquirers, occupiers or users of the Premises comprised in the said building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted;

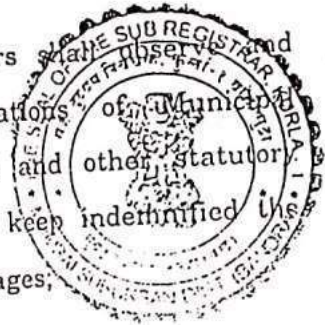
(l) shall observe and perform the terms, conditions and covenants contained in this agreement so far as the same are not required to be observed and performed by the Builders and to indemnify and keep indemnified the Builders against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Builders;

(m) that the Builders shall not be liable to execute any separate legal transfer in respect of the said premises in favour of the Purchasers;

(n) that so long as each premises in the building shall not be separately assessed for municipal charges and water tax, the Purchaser/s shall pay a proportionate to the carpet area of the premises of the water tax and Municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Bombay Municipal corporation or any other authority by reason of any permitted use of the said premises and road, the



Purchaser/s and other purchasers perform all rules and regulations of Municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep Builders against any loss or damages;



(o) shall maintain at his own costs the said premises agreed to be acquired by him in the same good condition state and order in which it is delivered to him and shall by all the bye-laws rules and regulations of the Government, Municipal Corporation of Greater Mumbai and B.S.E.S. Limited or any other competent Authority and shall attend answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws;

(p) shall keep the said premises and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the building;

(q) shall pay to the Bombay Municipal Corporation the necessary charges for connecting the drainage and sewerage from the said building/s and/or septic tank to the public drain and sewerage when laid or called upon by the Municipal Corporation of Greater Mumbai.

13. On possession being taken by the Purchaser of the said premises the Purchaser shall have no right and shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Builders regarding the

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said building or the said premises or any part thereof or in respect of anything connected with same including quality of construction, materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed on account of defective workmanship and all such claims contentions and objections if any, shall be treated and deemed to have been extinguished and/or waived.

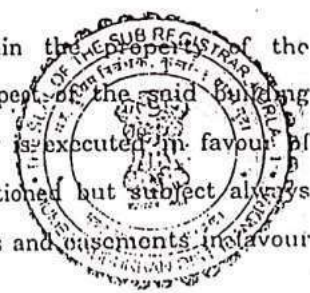


14. The Builders will make arrangement for water supply as per prevailing rules and regulations of the Municipal Corporation of Greater Mumbai at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Builders and/or on behalf of the Owners to the Corporation subject to any terms and conditions, which may be stipulated by the said Corporation. In spite of this, if any shortage of water supply occurs, the Builders shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Builders to the said Corporation in that behalf or be paid by the Builders, out of the deposits to be paid by the Purchaser to the Builders hereunder and if the Builders shall pay the said deposits or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payment out of the said deposits as and when collected and without prejudice to other rights and remedies of the Builders.

15. The Purchaser shall have no claim or right to any part of the said property and also to any part or parts of the said building other than the said premises agreed to be taken by

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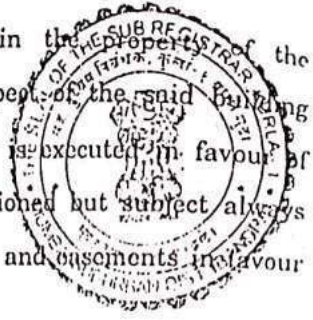
him. All lobbies, staircases, remain the property of the Builders until the sub-lease in respect of the said building site together with the said building is executed in favour of Co-operative Society as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Builders as herein provided.

- 16. The Builders shall be entitled to give terrace adjoining to any of the premises to the Purchasers thereof for their exclusive use as "Terrace Flat" and the Purchasers of the other premises shall not be entitled to raise any objection of the same.
- 17. Irrespective of dispute, if any, arising and/or pending at any time between the Builders and the Purchaser and/or Co-operative Society or any other body all amounts, contributions and deposits including amount mentioned hereunder, payable by the Purchaser to the Builders under this Agreement shall always be paid punctually by the Purchaser to the Builders and shall not be withheld by the Purchaser for any reason whatsoever.
- 18. The Builders shall in respect of any amount due and payable by the Purchaser under the terms and conditions of the Agreement have first and paramount lien and charge on the said premises agreed to be acquired by the Purchaser without prejudice to the Builders other rights under this Agreement and/or law. The Purchaser shall be liable to pay to the Builders interest at the rate of 24% per annum on all the amount due and payable by the purchaser to the Builder under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.

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For Super Construction Co.
Kamin Kamin
Partner

him. All lobbies, staircases, remain the property of the Builders until the sub-lease in respect of the said building site together with the said building is executed in favour of Co-operative Society as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Builders as herein provided.



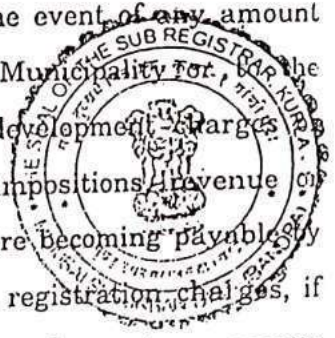
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For Super Construction Co.
Kamin Kumar
Partner

19. The Purchaser hereby agree that in the event of any amount payable by way of premium to the Municipality for the State Government or betterment or development charges, assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable by the Builders and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Builders the same shall be borne and paid by the Purchaser in proportion to the Area of the said premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Builders shall be final, conclusive and binding upon the Purchaser.

20. The Purchaser shall permit the Builders and their surveyors and agents with or without workman and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting off the supply of water to the said premises or any other premises in case the Purchaser or other Purchaser or Purchasers shall have made any default in paying his/her share of water charges/tax.



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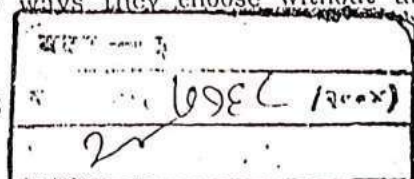
21. The Purchaser agree to sign and deliver to the Builders before taking possession of the said premises and papers as may be reasonably necessary and required by the Builders including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society.



22. The Purchaser agree and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Builder for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Builders for securing the due fulfillment of the provisions hereof on the part of the Purchaser.

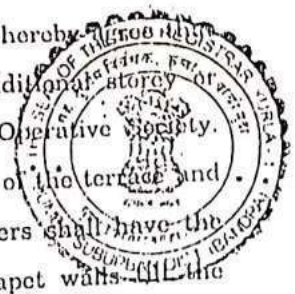
23. The Builders shall have a right to make additions and alterations to the said building or any part or parts thereof including the said premises and also to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building including terraces at any time either before or after transfer of the property and such right shall include the right to use the floor space index or the additional space which may be available in respect of the said plot or other land at any time in future or by use of TDR and as may be permitted by the Municipal Corporation of Greater Bombay and such additional floor space index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Builders who shall be entitled to deal with or dispose of the same in any ways they choose without any

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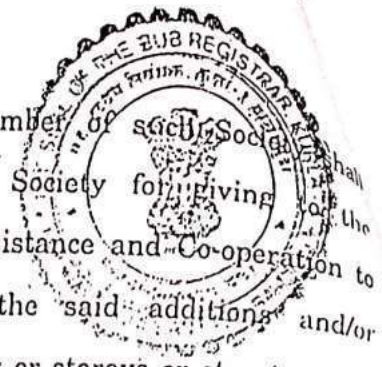
objection or hindrance from the Purchaser and the Purchaser hereby consent to the same. The Purchaser hereby he will agree to the Purchaser of such additional structure being made members of the Co-Operative Society. The Purchaser shall not be allowed the use of the terrace and parapet walls of the terrace and the Builders shall have the exclusive use of the said terrace and parapet walls. The building site is transferred to the Society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls shall always be the property of the Builders until the formation of the society. The Agreement with the Purchasers of the premises in the said building shall be subject to the aforesaid rights of the Builders who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement and signboard and the Purchaser shall not be entitled to raise any objection or to seek any abatement in the price of the premises agreed to be acquired by the Purchaser and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Purchaser hereby agrees that all necessary facilities, assistance and Co-Operation will be rendered by the purchaser to the Builder to enable the Builders to make any additions and alterations and/or to raise additional storey storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by the Municipal Corporation of Greater Bombay and the Purchaser hereby further agrees that after the proposed Co-Operative Society is



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for Super Construction Co.
Keshu Khande
Partner



registered, the Purchaser as member of such Society shall accord his/her consent to such Society for giving of the Builders and give full facility, assistance and Co-operation to enable the Builders to make the said additions and/or alterations and/or additional storey or storeys or structures as aforesaid and to make the said additional storey or storeys or structures which may be constructed by the Builders and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and Purchaser hereby consent to the same being done by the Builders. PROVIDED that as long as the Builders do not in any way affect or prejudice the right hereby granted in favour of the Purchaser the Builders shall always be entitled to sell, assign or otherwise deal with or dispose off their rights, title and interest in the said land hereditaments and premises and the building under construction and/or hereafter to be erected thereon.

- 24. In the event of non-observances or non-performance of the provisions of this Agreement on the part of the Purchaser this Agreement shall at the option of the Builders come to an end and the earnest moneys and all other amounts including all contributions and deposits paid by the Purchasers to the Builders under this Agreement shall stand forfeited to the Builders and all rights of the Purchaser in respect of the said Flat/Parking spaces and the said earnest moneys and other amount shall be extinguished and come to an end and the Purchaser shall not be entitled to take and shall not take any objection or proceeding or make any claim in that behalf.
- 25. If after the possession of the said premises offered to the Purchaser any additions or alteration

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to the said building or any part thereof are at any time required to be made by the Governments, Municipalities or any Statutory Public or Local Authority to be carried out by the Builders, the same shall be the responsibility of the Purchaser and all other Purchaser of Flat/Parking spaces in the said building and shall be carried out by the Purchaser and other aforesaid Purchasers in the said building at the Purchaser's costs and expenses and the Purchaser and other such Purchasers shall bear and pay the same in the portion of the area of their respective premises and shall be liable for and shall bear all consequences of delay or default in that behalf including any fine, penalty, action or proceedings and costs, damages and expenses or injury which may be occasioned in that behalf and the Purchaser shall bear and pay his/her share of contribution thereof immediately on demand. The Builders shall not be in any manner liable or responsible to carry out the said additions or alterations or any of them or for the aforesaid consequences or to bear, pay or contribute anything in that behalf.



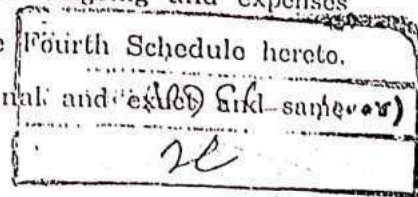
26. The Purchaser and/or allottee of all the premises in the said building will form and join a Co-operative Society at opinion of the Builders, either consisting of tenement purchasers of the building constructed by the Builders on the Building Site Nos. 14 and 15, 16, 17A, 17B and 17C or only of the tenement Purchasers in the said Buildings. The Purchaser agrees and undertakes to be a member of such co-operative society and this agreement shall be treated as an irrevocable application and consent to become such a member. The Purchaser shall within one week from being called upon to do so by the Builders, thro being of the

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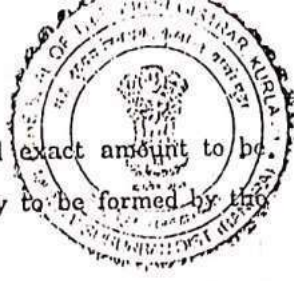
essence, do execute and deliver to the Builders document and papers for or in connection with the formation and registration of such society and also doth hereunto irrevocably consent to the Builders making additions and alterations in the application and all annexures or accompaniments thereto for or in connection with formation and registration of such co-operative society bye-laws or constitutions or rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser as may be required by the Authorities concerned or as may be desired by the Builders to protect the rights and interest of the Builders and the Purchaser agree to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Builders may be injured, prejudiced and endangered in any manner or to do any thing whereby the rights and interest of the builders may be injured, prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for formation and registration of the said Society shall be of the Purchaser and other Purchasers and not of the Builders notwithstanding anything done by the Builders in that behalf. Failure to comply with the provisions of this clause will render this Agreement to come to an end and the money paid by the Purchaser shall stand forfeited to the Builders.

27. The Purchaser shall from the date of receipt of the notice from the Builders to take possession of the premises regularly pay every month on account of the outgoing and expenses inclusive of those mentioned in the Fourth Schedule hereto.

The aforesaid payments are not final and ~~final~~ (अंतिम नहीं है)



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shall be adjusted towards the final and exact amount to be decided by the Society or any other body to be formed by the Purchasers of Flat and Parking spaces.

- 28. The Purchaser hereby agrees to contribute and/or pay his/her proportionate share towards the costs, expenses and outgoing in respect of the matters specified in the Fourth Schedule hereunder written as and when the same is demanded, by the Builders till the formation of the Society when the building site and building are transferred to it. The Purchaser/s shall be responsible for additional Municipal Taxes that may be levied by reason of the user of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the Purchaser/s.
- 29. It shall be the obligation of the Co-operative Society or any other body of the Tenement Purchasers and or of the Tenement Purchasers collectively (if such Society is not formed) to maintain and repair the rights of way pertaining to the said property and recited hereinabove.
- 30. The Purchaser hereby undertake to deposit with the Builders proportionate amount non-refundable deposit payable to several authorities. The Purchaser shall before taking possession of the said premises, pay to the Builders sum of Rs. 2,000/- (Rupees Two Thousand only) towards and on account of such deposits. On grant of sub-lease of the building sites and building to the Society the Builders shall write a letter to the authority concerned regarding the transfer of such deposits to the name of Society. If any balance remains with the Builders the same shall be paid over to the proposed Society or such body to the credit of the Purchaser. The Purchaser shall pay to the Builders within 7 days on demand

if any balance remains with the Builders the same shall be paid over to the proposed Society or such body to the credit of the Purchaser

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For Super Construction Co.
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any other taxes or cess like development charges, contract tax, sales tax, turnover tax or any taxes that may be levied by local, state, central or any other authority till the sub-lease is executed in favour of the proposed society as provided herein.

31. The Purchaser has agreed to bear and pay to the Builders before possession the sum of Rs. 350/- (Rupees Three Hundred Fifty only) towards and on account of the following charges and expenses :

Rs. 100/- (Rupees One Hundred only) Entrance fee.

Rs. 250/- (Rupees Two Hundred Fifty only) The Price of the shares of the Co-operative Society, or Limited Company or for Membership Fees, fees of Association. ((and in case of a firm Rs. 500/- (Rupees Five Hundred only)).

The entrance fee and the Purchase money for the Share will be transferred to the proposed Society or Limited Company or Association and the same shall not be refundable in any event.

32. The Purchaser shall on or before the execution of this Agreement pay to M/s. M. P. Savla & Company, Solicitors a sum of Rs. 2,500/- (Rupees Two Thousand Five Hundred only) towards their fees for this Agreement. Stamp Duty and registration charges payable on this Agreement shall be borne by the Purchaser alone.

33. The Purchaser/s has/have agreed to bear and pay to the Builders before possession the sum of Rs. 500/- (Rupees Five Hundred only) on account of T.V. Cable-connection.

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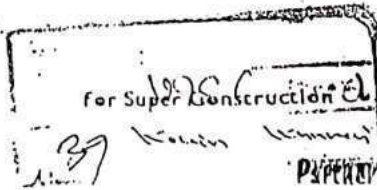
For Super Construction Co.
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Partner



34. The Purchaser/s shall from the date of receipt of the notice from the Builder take possession of the flat regularly pay every month his/her/their proportionate share towards taxes, outgoings and expenses mentioned in the Fourth Schedule hereto. The Purchaser/s hereby agree/s to deposit Rs. 15,000/- (Rupees Fifteen Thousand only) with the Builders prior to taking possession of the premises as deposit for payment of the items mentioned in the Fourth Schedule hereto. The Purchasers shall however continue to be liable for monthly outgoings as provided hereafter. The Builders shall at their option be entitled to make payment of Municipal Taxes and other outgoing on behalf of the Purchaser out of the said deposit and the balance after deducting arrears of taxes and expenses as mentioned in the Fourth Schedule shall be transferred to the proposed Society to the credit of the Purchaser at the time of the transfer of the said building site.

35. The Purchaser shall before taking possession of the said premises also deposit with the Builders a sum of Rs. 10,000/- (Rupees Ten Thousand only) towards all costs, charges and expenses in connection with the formation of the proposed Co-operative society as well as the costs of preparing, engrossing, stamping and registering all the Agreements, Leases or any other documents, required to be executed by the Builders or the Purchaser/s as well as the entire professional costs of Advocates of the Builders in preparing and approving all such documents shall be borne and paid proportionately by all the Purchasers of the said premises in the said building. The Builders shall not contribute anything towards such expenses. All such documents shall be prepared by M/s. M. P. Savla & Company, Advocates and Solicitors.

Signature



36. In the event of the Co-operative Society being formed and registered before the sale and disposal of all the Flats, Parking Spaces by the Builder in the said building, the rights, powers and authorities and control of the Builders over the same building site, building and construction and completion thereof and all matters concerning the same shall not in any manner be adversely affected and will continue to remain in force for the benefit of the Builders and the powers of authority of the Society so formed or of the Purchaser of the premises shall always be subject to the overall control and authority of the Builder and the Builders shall have full control over the said building and premises and all amenities appertaining to the same and the unsold Flats, Parking Spaces, Stilts and in particular the Builders shall have absolute right, authority and control before and after the transfer of the building site as herein provided as regards the unsold Flats, Parking Spaces and also the Flat/Shop/Parking Spaces in respect of which the Agreements may be cancelled at any stage for any reason whatsoever and also Flats, Parking Spaces which may be constructed by the Builders in future either or after the transfer of the property as herein provided and for sale and disposal of all the said Flats, Parking Spaces and the Purchasers of all Flats, shall be admitted by the Society members of the Society that may be formed with the same obligations as those of the Purchaser and other members or share-holders of such Society as the case may be and the Purchaser do hereby give his irrevocable consent to admit such Purchasers as members of such Society or any other body, as aforesaid and do and cause to be done all acts necessary for the said purpose and shall not take any objection or proceedings and shall

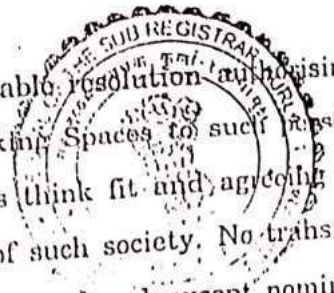


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building to it shall pass an irrevocable resolution authorising the Builders to sell the Flats, Parking Spaces to such person and on such terms as the Builders think fit and agreeing to make such purchasers a member of such society. No transfer fees/premium or any other amount save and except nominal entrance fees, share money and other moneys paid by all the Purchasers at the time of formation, shall be charged from such Purchaser. The Purchaser of the Parking Spaces may be admitted as a nominal members if so decided by such Society. The Builders shall not be liable to pay maintenance charges in respect of the unsold premises and shall pay only Municipal taxes for the unsold Flats, Parking spaces and shall not pay any maintenance expenses.

37. The Purchaser shall not let, sub-let, sell or deal with or dispose off or part with possession of his premises or part thereof nor assign, underlet or part with his interest under or the benefit of this Agreement or any part thereof till all his dues of whatsoever nature owing to the Builders are paid and only if the Purchaser has not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement and until he/she obtains previous consent in writing of the Builders. PROVIDED that the Purchaser shall be entitled to mortgage his/her right, title and interest in the said premises in favour of his/her employer or with any Bank / Financial institution for obtaining loan for the purpose of purchasing the said premises and for payment of such loan to the Builders for the purchase price under the agreement.

38. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the



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part of the Builders or any breach of the terms and conditions of this Agreement and she obtains previous consent in writing of the Builders.



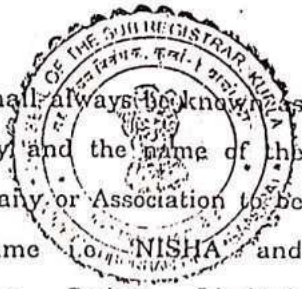
39. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to Builders any of the amount due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to the Builders shall be entitled to re-enter upon and resume possession of the said premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Purchaser shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Purchaser or any part thereof and the Purchaser hereby agree to forfeit all his right, title and interest in the said Flat, Parking Space and all amounts already paid and in such event the Purchaser and/or his nominee or nominees shall also be liable to immediate ejections as trespassers and the right given by this clause to the Builders shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Builders against the Purchaser PROVIDED THAT if the Agreement is terminated by the Builders in pursuance of this clause the Builders shall also be entitled to sell and dispose of the Flat/Stillt upon Parking space to any Third Party at the risk of the Purchaser and to appropriate and forfeit the purchase price and/or the amount paid by the Purchaser to the Builders.

20/11/2013
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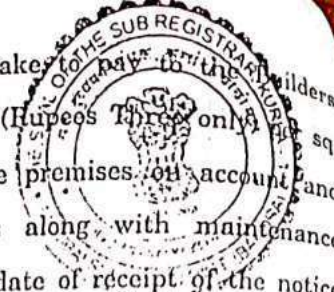
40. The said building Nos. 16 and 17A shall always be known as 'NISHA' and 'MADHAVI', respectively and the name of the Co-operative Society or Limited Company or Association to be formed shall always bear the same name 'NISHA' and 'MADHAVI' Co-operative Housing Society Limited, respectively and this shall not be changed without the written permission of the Builders.

41. After the buildings are complete and ready and after all the premises in the said buildings including the building that is to be constructed on Building Site No. 17B and after all the flats and parking spaces have been sold and disposed off in Building Nos. 16, 17A, 17B and 17C and after the Builders have received in full all the dues including all the maintenance charges payable by all the Purchasers under the terms of the Agreement, then if the Builder decides to form one Society for all the said buildings including Building Site Nos. 14 and 15 then the Builder shall cause the lessees of the Building Site Nos. 14 and 15 and the said Kunvarji Premji and Rasik Kunvarji to execute sub-lease of the said building sites together with the said buildings. In case a separate Society is to be formed of tenement Purchasers of the said Building on Building Site Nos 16 and 17A, then the Builders shall cause the said Kunvarji Premji and Rasik Kunvarji to execute sub-lease of the said building sites together with the said Buildings in favour of the Society or any other body for a period of one month less than the said period of 998 years.

The Builders shall join as a Confirming Party to such sub-lease. The sub-lease shall be only in respect of the said Building Sites Nos. 14, 15, 16, 17A and 17B (or of the Building Site Nos 16 and 17A, as the case may be. The



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- 45. The Purchaser agree and undertake every month provisionally Rs. 3/- (Rupees Three only) sq. ft. of super built-up area for the premises on account and towards the aforesaid outgoings along with maintenance charges of the building from the date of receipt of the notice to take possession until the building site is transferred to a Co-operative Society.
- 46. In the event of any portion of the said property being required by the B.S.E.S. Limited for putting up an electric sub-station, the Builders shall be entitled to give such portion to the said B.S.E.S. Limited or any other body for such purpose on terms and conditions as the Builders may think fit.
- 47. In the event of any portion of the land being notified for set back prior to the transfer of the property to a Co-operative Housing Society or any other body the Builders alone shall be entitled to receive the amount of compensation or FSI for setback land.
- 48. The Builders shall handover possession of the said Building site to the Co-operative Society or any other body to be formed by all the Purchasers, upon all the tenements having been sold and the Builders having received full purchase price from all the Tenants, Purchasers.
- 49. It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Purchaser alone.

Private

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36

For Super Construction Co.
Partner
 Partner

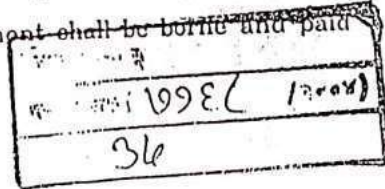
45. The Purchaser agree and undertake to pay to the Builders every month provisionally Rs. 3/- (Rupees Three only) per sq. ft. of super built-up area for the premises on account and towards the aforesaid outgoings along with maintenance charges of the building from the date of receipt of the notice to take possession until the building site is transferred to a Co-operative Society.

46. In the event of any portion of the said property being required by the B.S.E.S. Limited for putting up an electric sub-station, the Builders shall be entitled to give such portion to the said B.S.E.S. Limited or any other body for such purpose on terms and conditions as the Builders may think fit.

47. In the event of any portion of the land being notified for set back prior to the transfer of the property to a Co-operative Housing Society or any other body the Builders alone shall be entitled to receive the amount of compensation or PSI for setback land.

48. The Builders shall handover possession of the said Building site to the Co-operative Society or any other body to be formed by all the Purchasers, upon all the tenements having been sold and the Builders having received full purchase price from all the Tenants, Purchasers.

49. It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Purchaser alone.



For Super Construction Co.
Partner

Handwritten signature

THE FIRST SCHEDULE ABOVE REFERRED TO



ALL THAT Building site No. 16 admeasuring 380 sq. metres and Building site No. 17A admeasuring 310 sq. metres both aggregating to 690 sq. metres or thereabout shown in Green Colour on the plan annexed hereto situate at Village Borla in the registration District and Sub-District of Mumbai city and Mumbai Suburban and forming part of the Plot 'B' admeasuring 14,810.68 sq. metres which said Plot 'B' bears C.T.S. No. 1A of Village Borla, Govandi, Mumbai-400 043, the said Plot 'B' forms part of larger property bearing CTS No. 1A and 1C bearing survey No. 96, Hissa No. 1 (part) and 2 (part). This property falls under development Plan sheet No E-26 in 'M' ward of M.C.G.M. It is situated between Eastern Express Highway and Ghatkopar - Mankhurd Link Road, adjoining to the creek.

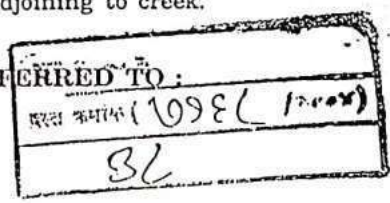
THE SECOND SCHEDULE ABOVE REFERRED TO :

152
②

ALL THAT Flat No. G-1 on ground Floor admeasuring 69.95 sq. metres ^{built-up} together with Car Parking No. on ~~stilt / open land~~ parking in the compound of the building on Building Site Nos. ~~16 &~~ 17A described in the First Schedule hereinabove written situated at Village Borla, Govandi, Mumbai - 400 043 and bearing CTS No. 1A (part) and 1C (part). This property falls under Development Plan Sheet No. E-26 in 'M' Ward of MCGM. It is situated between Eastern Express Highway and Ghatkopar - Mankhurd Link Road adjoining to creek.

THE THIRD SCHEDULE ABOVE REFERRED TO :

COMMON AREAS AND FACILITIES :



- 1. Common Passages.
- ② Staircase and Lift Well.

For Super Construction Co.
Kishan Kishan
Partner

7/2/2

Top Terraces.

4. Septic Tanks.
5. Overhead and suction Water storage tanks
6. Electric Meter Room.
7. Pump Room,
8. 10' wide excess to the Building.
9. Parking space under stilt.
10. Parking space in open/garage.



LIMITED AREAS WHICH ARE NOT ALLOWED TO BE USED:

1. Terraces attached to a particular flat.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, redecorating etc. of the buildings and in particular the roof, gutters and rain water pipes of the buildings, water pipes and electric wiring in under or upon the buildings or enjoyed or used by the Purchaser/s in common with the other occupiers of other shop, flats and offices and the main entrance passage, landing and staircases of the buildings as enjoyed by the Purchaser/s used by him/her/them in common as aforesaid and the boundary compound walls of the buildings, compounds, terraces etc.
2. The costs of cleaning and lighting the passages, landings, terraces, staircases and other parts of the buildings so enjoyed or non-enjoyed or used by the Purchaser/s aforesaid.
3. Maintenance of Garden and recreation place, internal roads
4. The costs of decorating the exterior of the building.
5. The costs of the salaries of clerks, bill collectors, sweepers, lift attendants, watchmen, security guards, water connections, etc.
6. The costs of working and maintenance/replacement of water pumps, lifts, lights, sewerages, pumping station and other

1098 (100%)
32

Barle

For Super Construction Co.
W. S. Kulkarni
Partner

services.

7. Municipal and other taxes.
8. Insurance of the buildings.
9. Legal expenses and other professional charges and incidental costs to be incurred.
10. Cost of Tube Well, motive power machine i.e. oil operated / electric pump, motor and its maintenance / replacement, etc.
11. Such other expenses necessary or incidental for the maintenance and up keep of the building.
12. Deposits like electric meters, water meters and use of Municipal Corporation of Greater Mumbai Road.
13. Common Garden maintenance along with other Building 9 to 16, 17A, 17B and 17C.



IN WITNESS WHEREOF the Builders through one of their partners and the Purchaser hereto have hereunto set and subscribed their respective signatures on the day, month and year first hereinabove written.

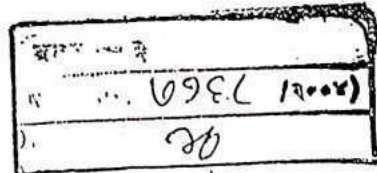
SIGNED and DELIVERED by the
withinnamed : BUILDERS
M/s. SUPER CONSTRUCTION CO.
in the presence of

)
) For Super Construction Co.
) *Kalish Kumar*
) Partner

Sham Sunder
(SHAM SUNDER)

SIGNED and DELIVERED by the
withinnamed : PURCHASERS

in the presence of



) *H.M. Dhavale*
) (CHHAYA HANUMANT; DHAVALE)

H.M. Dhavale
H.M. Dhavale

RECEIVED the day and year
first hereinabove written of and
from the withinnamed Purchaser
a sum of Rs. 100,000/- (Rupees
One Lakh Only -



only))
towards earnest money / part payment)
payable to us as withinmentioned.)

Rs. 100,000/- /-

By chq. No. 752992, dt. 28/07/04
dr. on HDFC Bank Ltd. Chennai.
Recpt. No. 2385, dt. 28/07/04.

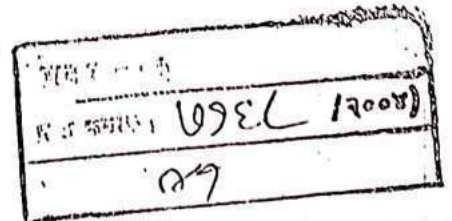
WITNESS :

Ramsuchan

WE SAY RECEIVED,
For M/s. SUPER CONSTRUCTION CO.,

Kavin Kumar

Partner
BUILDERS



'A'

I, KUNVERJI PREMJI, hereby confirm that :

- (a) I was one of the partners of M/s. Super Construction Company (the firm). I have now retired as a partner of the said firm.
- (b) that when I was a partner of the said Firm, I became a member of Prem-Jyot Co-operative Housing Society Limited (the Society) and was allotted Building Site No. 16 forming part of Plot 'B' bearing CTS No. 1A of Village Borla, Govandi within Greater Mumbai as Lessee of the Society on behalf of the firm in my capacity as a partner thereof;
- (c) I confirm that I have no right, title or interest in the said Building Site No. 16 even though lease in respect thereof was executed in my favour and the said firm is entitled to the said Building Site No. 16;
- (d) I shall execute Sub-Lease in respect of Building Site No. 16 in favour of Co-operative Society to be formed by Fiat Purchasers of the Building to be constructed thereon by the firm upon the firm calling upon me to do so.

Dated this 28th day of January, 2002.

Sd/-

(KUNVERJI PREMJI)

पुस्तक क्रमांक (10986) (नया)

22

'A-1'

I, RASIK KUNVERJI, hereby confirm that



(a) I am one of the partners of M/s. Super Construction Company (the firm).

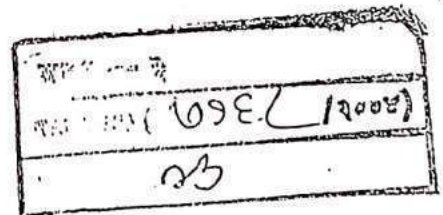
(b) that I am a member of Prem-Jyot Co-operative Housing Society Limited (the Society) and hold Building Site No. 17 forming part of Plot 'B' bearing CTS No. 1A of Village Borla, Govandi within Greater Mumbai as Lessee of the Society on behalf of the firm in my capacity as a partner thereof;

(c) I shall execute Sub-Lease in respect of Building Site No. 17A in favour of Co-operative Society to be formed by Flat Purchasers of the Building to be constructed thereon by the firm upon the firm calling upon me to do so.

Dated this 28th day of January, 2002.

Sd/-

(RASIK KUNVERJI)



'E'

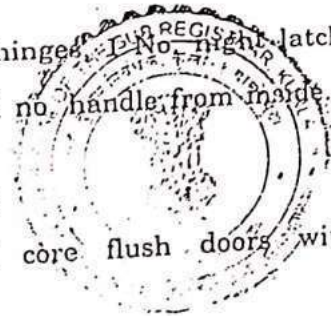
DETAILS OF CONSTRUCTION AND AMENITIES



- 1) **R.C.C. WORKS :**
The building shall be of R. C. C. framed construction with R. C. C. Piles, Pile Caps, Columns, Beams, Slabs, Staircase Chhajjas, etc.
- 2) **WALLS :**
All the external walls shall be of 6" thick bricks and all internal walls shall be 4" - 4½" and 6" thick brick masonry.
- 3) **OUTER PLASTER :**
The exposed R.C.C. works and brick masonry works shall be of sandfaced cement plaster.
- 4) **INNER PLASTER :**
Inner Plaster of all the external walls and internal walls (both sides) shall be cement plaster with P.O.P. Plaster finish.
- 5) **DOOR FRAMES :**
Main door frames shall be of teak wood.
All the doors shall have marble frames.
- 6) **SHUTTERS OF MAIN DOORS :**
 - 1) Main door will have solid core flush door, both sides with laminated sheets.
 - 2) Safety door will be of solid core flush door, both the sides with laminated sheets along with steel grill.
- 7) **FITTINGS OF MAIN DOORS :**
 - 1) Main door will have 3 Nos. hinges, 1 No. night latch, 1 No. tower bolt from inside, 1 No. handle from inside.

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[Signature]

- 2) Safety door will have 3 Nos. hinges, 1 No. tower bolt from inside, 1 no. handle from inside, 1 no. night latch.
- 8) **SHUTTERS OF OTHER DOORS :**
All Internal doors will be solid core flush doors with laminated sheets on both the sides.
- 9) **FITTINGS OF OTHER DOORS :**
3 Nos. hinges, 1 no. Cylindrical / mortise lock and 1 No. stopper.
- 10) **W.C. / BATH / TOILET DOORS :**
Toilet will have hard core flush doors, with waterproofing ply and laminated sheets on both sides.
- 11) **FITTINGS OF W.C. / BATH / TOILET DOORS :**
3 Nos. hinges, 2 Nos. baby latch, 2 Nos. handle on both the sides.
- 12) **WINDOWS IN ALL THE ROOMS :**
Aluminium frames with shutters of 5 mm plain glasses.
- 13) **GRILLS IN WINDOWS AND BALCONIES :**
M. S. Grills of flats / rods in all the floor windows / balconies.
- 14) **WINDOWS FOR W.C. / BATH / TOILET :**
Louvered aluminium frames with glasses.
- 15) **FLOORINGS :**
18" x 18" Ceramic floor tiles for all the rooms and toilets / baths. Toilets/bath walls will have door height ceramic tiles dado.
- 16) **KITCHEN PLATFORM :**
Kitchen platform with black granite top shall be provided



बदल - ३
बदल (७९६८/२००५)
४५

with steel sink and 3' height ceramic platform above platform.



17) **WATER WORKS :**

- a) **Common W.C. :** All plumbing lines in W.C. will be concealed. Each W.C. will have 1 No. bibcock, 1 No. Indian Orissa pan with 1 No. flush valve system.
- b) **Common Bath :** All plumbing lines in bath will be concealed. Each bath will have 2 Nos. stop cocks, 1 No. stop cock (main), 1 No. spout, 1 No. 3-way diverter, 1 No. shower, 1 No. wash basin, 1 No. pillar cock, 1 No. bottle trap, 1 No. instant geyser, 2 Nos. angular stop cocks.
- c) **Toilet :** All plumbing lines in toilet will be concealed. Each toilet will have 2 Nos. stop cocks, 1 No. stop cock (main), 1 No. spout, 1 No. 3-way diverter, 1 No. shower, 1 No. wash basin, 1 No. pillar cock, 1 No. bottle trap, 2 Nos. angular stop cock, 1 No. boiler, 1 No. English pan with 1 No. flush valve system and 1 No. bib cock.

18. **ELECTRICAL WORKS :**

All electrical wiring will be in copper and concealed. Separate electrical meters will be provided for each flat. Each room will have points as follows :

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- a) Master Bedroom will have 3 Nos. light points, 1 No. fan point, 1 No. 15 Amps, A.C. point, 2 Nos. 5 Amps, 1/2 points, 2 Nos. 2-way switch, 1 No. T.V. socket and 1 No. Tel. socket.
- b) Master W.C. / bathroom will have 2 Nos. light points, 1 No. 15 Amps. Geyser point, and 1 No. 5 Amps. 1/2 point.

- c) Kitchen will have 2 Nos. light points, 1 No. 15 Amps point and 4 Nos. 5 Amps 1/2 points.
- d) Dinning area will have 1 No. light point and 1 No. 5 Amps 1/2 points.
- e) Living room will have 4 Nos. light points, 2 Nos. fan points, 2 Nos. 5 Amps 1/2 points, 1 No. T.V. socket and 1 No. Tel. socket.
- f) Common bedroom will have 3 Nos. light points, 1 No. fan point, 2 Nos. 5 Amps 1/2 points, 2 Nos. 2-way switch, 1 No. T.V. socket and 1 No. Tel. socket.
- g) Common W.C. / bath room (together) will have 2 Nos. light points, 1 No. 15 Amps. Geyser point and 1 No. 5 Amps. 1/2 point.
- h) Passage will have 1 No. light point.
- i) Main door will have 1 No. bell point.

19) LIFT :

The building will be provided with 1 No. lift.

20) WATER STORAGE ARRANGEMENT :

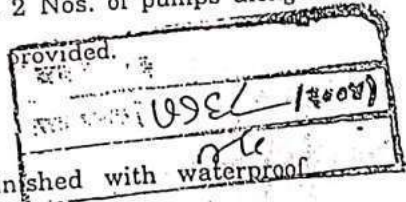
R.C.C. underground storage and overhead storage tanks of adequate capacity will be provided.

21) PUMP ROOM :

Pump room of the required size with 2 Nos. of pumps along with starters and main switch will be provided.

22) PAINTINGS :

Outer face of building shall be finished with waterproof cement paint. All internal walls of the room will be painted with oil bound distemper colour.

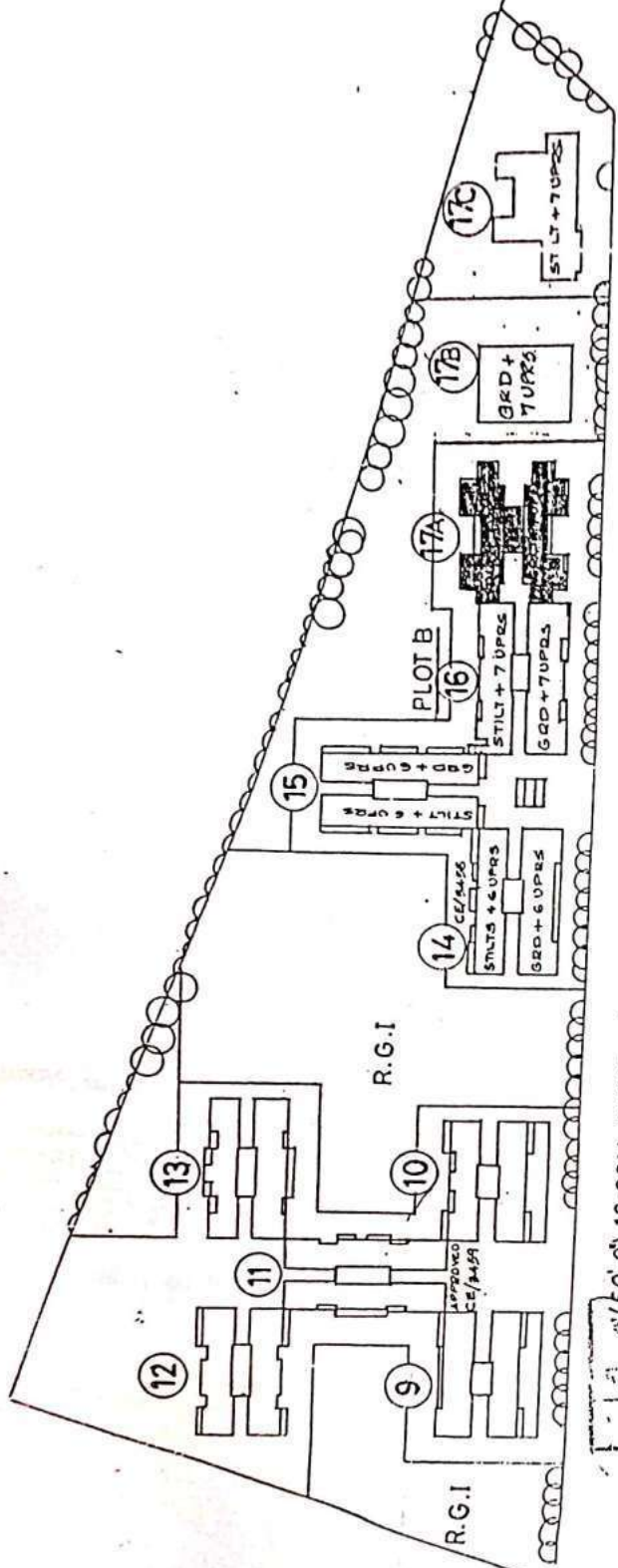


For Super Construction Co.
 Partner

M. K.



36.00M WIDE EASTERN FREE WAY



For Super Construction Co.
Ketan Kumar
Partner

PLOT A

Parole

(60.0') 18.30M WIDE D.P. ROAD

INDIAN OIL NAGAR (I.O.C)

61.00M D.P. ROAD

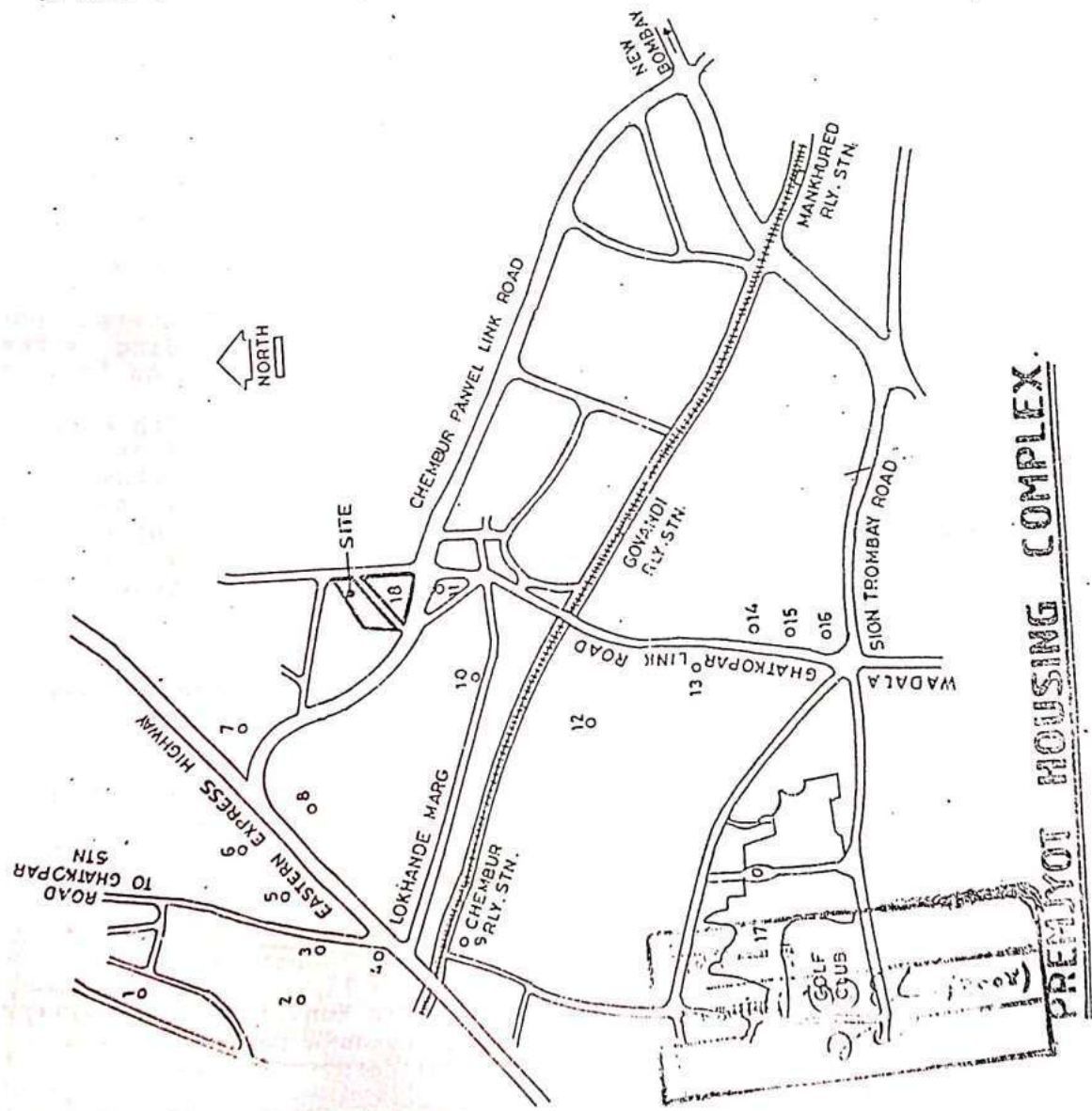
PREMJYOT HOUSING COMPLEX

LAYOUT PLAN



1. S. K. SOMAIYA COLLEGE.
2. TILAK NAGAR.
3. SAHAKAR THEATRE.
4. AMAR MAHAL JUNCTION.
5. PESTOM SAGAR.
6. HOLY FAMILY HIGH SCHOOL
7. R.T.O.
8. MURUGAN TEMPLE./CHEDDA NAGAR.
9. NATRAJ THEATRE.
10. NARAYANA GURU SCHOOL & COLLEGE.
11. SANKARA COLONY.
12. ACHARYA COLLEGE.
13. AMAR THEATRE
14. HOSPITAL.
15. DUKES FACTORY.
16. SHAH & ANCHOR ENG. COLLEGE.
17. GOLF CLUB.
18. INDIAN OIL NAGAR.

LOCATION PLAN.



PREMIJOT HOUSING COMPLEX.

M. P. SAVLA

Phones Off. : 267 5873
Resi. : 671 6578
Telfax : 267 6789
E-mail : mpsavla@bom9.vsnl.net.in

Ref. No. : 757/2002.



Re: Building Site Nos.16 & 17A
Village Borla, Greater Mumbai
bearing CTS No.1-A (part)

THIS IS TO CERTIFY that we have investigated the title of M/s. Super Construction Company, hereinafter referred to as "the said Builders" to the Building Site Nos.16 and 17A, hereinafter referred to as "the said Building Site Nos.16 and 17A".

2. Prem Jyot Co-operative Housing Society Limited, hereinafter referred to as "the said Society" is the Owner of land admeasuring 44,897.50 sq. metres situate at Village Borla, in the Registration District and Sub-District of Mumbai City within Greater Mumbai bearing C.T.S. No.1A, 1B and 1C and is hereinafter referred to as "the said larger property". The said larger property has been sub-divided into two Plots, namely Plot 'A' admeasuring 16,768 sq. metres and Plot 'B' admeasuring 14,810.68 sq. metres. The Plot 'B' admeasuring 14,810.68 sq. metres is sub-divided Plot of the said larger land and is bearing C.T.S. No.1A.

3. The said Society has earmarked several portions of the said Plots 'A' and 'B' into building sites and given such building sites to its members on lease basis.

4. By an Indenture of Lease dated 25th April, 1994 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.1349 of 1995 by virtue of Deed of Confirmation dated 30th March, 1995, the said Society demised Building Site No.16 forming part of Plot 'B' and described partly in the Schedule hereunder written unto Mr. Kunvarji Premji for a period of 998 year commencing from 26th December, 1993.

5. The said Kunvarji Premji has executed the said lease in his capacity as a former partner of and for and on behalf of the Builders M/s. Super Construction Company (the Builders).

6. By another Indenture of Lease dated 25th April, 1994 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.1356 of 1995, by virtue of a Deed of Confirmation dated 30th March, 1995 the said Society demised Building Site No.17 also forming part of Plot 'B' unto Dr. Rasik Kunvarji for a period of 998 years commencing from 26th December, 1993.

7. The said Dr. Rasik Kunvarji has executed the said Lease in his capacity as a partner of and for and on behalf of the said Builders.

8. The said Builders have divided the said Building site No.17 into three parts viz. 17A, 17B and 17C.

9. We hereby certify that the Builders M/s. Super Construction Company through their aforesaid partners have become Lessees of the said Society in respect of the said Building Site Nos.16 and 17 for a period of 998 years commencing from 26th December 1983 and the title of the said Kunvarji Premji and Dr. Rasik Kumbhar as Lessee of the said Building Site Nos.16 and 17 is marketable and free from encumbrances and consequently the title of the said M/s. Super Construction Co. in the Building Site Nos.16 and 17A (forming part of the said Building Site No.17) and described in the Schedule hereunder written is marketable and free from encumbrances.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT Building site No.16 admeasuring 380 sq. metres and Building Site No.17A admeasuring 310 sq. metres both aggregating to 690 sq. metres or thereabouts situate at Village Borla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and forming part of the Plot 'B' admeasuring 14,810.68 sq. metres which said Plot 'B' bears C.T.S. No.1A of Village Borla, Govandi, Mumbai-400 043, the said Plot 'B' forms part of larger property bearing CTS No.1A and 1C bearing Survey No.96, Hissa No.1 (part) and 2 (part). This property falls under development Plan sheet No.E-26 in 'M'-Ward of M.C.G.M. It is situated in between Eastern Express Highway and Ghatkopar-Mankhurd Link Road, adjoining to the creek.

Dated this 27th day of December, 2002.

For M/s. M. P. Savla & Co.,

M. P. Savla

Proprietor
Advocates & Solicitors.

