

# MONICA SADAN CO-OP. HSG. SOC. LTD.

Flat No. 710

~~Guests~~

~~Dr. K. Shankar~~

~~Dr. Deshpande~~

~~Dr. Deshpande~~

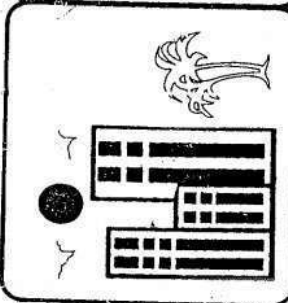
Name: \_\_\_\_\_

Address: Monica Sadan, B.L. Murarka Marg, Off. Kedarmal Road, Malad (East), Mumbai - 400 097

Flat No. \_\_\_\_\_

~~Monica Sadan~~

~~Guests~~



## United Enterprises

Monica Sadan, B. L. Murarka Marg, Off. Kedarmal Road, Malad (East), Mumbai - 400 097.

☎ : 883 97 12

Pub, W

Slum - W.S.M.

And 10/2/2012

उपस्थित रेफरेंस

नोदणी ३९ म.  
Regn. 39 m.

वस्तुऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक ०१/११ सन १९ ००  
२१/०२/१९००  
१०१. ४३५१ ४०. संघात

वस्तुऐवजाचा प्रकार-

सादर करणाराचे नाव-

खालीलप्रमाणे फी मिळाली:-

नोदणी फी  
नक्कल फी (फोटोलिजो)  
पृष्ठांवांनाची नक्कल फी  
टपालखर्च

नकला किंवा सापणे (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये...

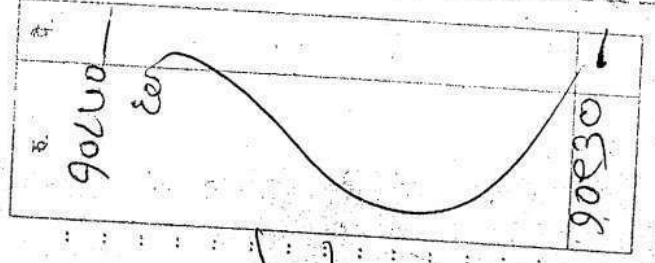
कलम ३४ अन्वये

अप्रामाणित नकला (कलम ५७) (फोटोलिजो)

इतर फी (मागील पानावरील) बाब क्र.

" " " "

१५ ३५५५५  
५१/११/००



दस्तऐवज  
नक्कल

रोजी तयार होईल व नोदणीकृत डाकने पाठवली जाईल.  
या कार्यविषयावर देण्यात येईल.

सह. दुय्यम निबंधक चोरिसली

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोदणी शुभ्र सुपनामर जिल्हा हवाली करावा.

सादरकर्ता

(वि.नि. नमना क्र) (Fin No) 3. Form No

म. ई  
Gen 113 m.e.

CASE NO. :

COUNTER CODE 1

DATE: 16/04/99

RECEIPT NO.:

41

मूल प्रत

ORIGINAL OFFICE

(अहस्तातरणीय)

(NOT TRANSFERABLE)

श्रीमती कुसुम देवी सांगहावी  
RECEIPT FOR PAYMENT TO GOVERNMENT  
MUMBAI

**DELIVERED**

ठिकाण / Place

KUSUM D. SANGHAVI

**DELIVERED**

यांच्याकडून /

Received from

₹ 45700.00

Only रुपये / Rupees

Fourty Five Thousand Seven

102-(11)

On account of

याकरिता मिळाले

mode of Payment:

FD NO: 811980 400025018

SYNDICATE BANK (SYB) KALBADEVI (KAL)

ADJUSTED ON : 16/04/99

रोखपाल व लेखापाल

Cashier or Accountant

(सही / Signature)  
Kusum D. Sanghavi  
(अहस्तातरणीय / Authentication)

ये.का.म. (एच) १६८

16/04/99

## AGREEMENT FOR SALE

Articles of Agreement made at Mumbai this 7<sup>th</sup> day of February, JUNE

in the Christian Year One Thousand Nine Hundred and Ninety ~~Seven~~ Seven BETWEEN **MESSRS UNITED ENTERPRISES** a Partnership firm registered under the Indian Partnership Act, 1932 and having its office at 1, Sneha Dhara, Bachani Nagar Road, Malad (East), Mumbai - 400 097 hereinafter referred to as "the Builders" (Which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include the said firm of M/s. UNITED ENTERPRISES, the partners or partner for the time being of the said firm, the Survivors or Survivor of them and the heirs, executors and administrators of last such survivor) of the One

Part and

Jones. Kusum. D. Sanghavi  
श. म. डी. सान्गवळी

MR/MRS/MESSRS श. म. डी. सान्गवळी (CHDF)

श. म. डी. सान्गवळी, सान्गवळी, मालाद - ४०० ०९७  
residing at Malad - CE, Mumbai - 400 097

hereinafter referred to as "the Purchasers" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and his/her/their respective heirs, executors, administrators and permitted assignees) of the Other Part ;

1. Kusum. D. Sanghavi
2. श. म. डी. सान्गवळी
3. श. म. डी. सान्गवळी (HUF)

GENERAL STAMP OFFICE  
TOWN HALL, FORT,  
MUMBAI - 400 023.  
SAH/GSO/001

भारत  
INDIA  
STAMP DUTY  
0045700  
281975  
महाराष्ट्र  
SPECIAL ADHESIVE  
16.4.99  
00029  
MAHARASHTRA  
# 11167702165

M. M. Pednekar  
Proper Officer,  
General Stamp Office Mumbai

WHEREAS :

- (i) Under a Deed of Conveyance dated 29th March, 1974 made BETWEEN CHANDIKAPRASAD KANTAPRASAD DUBE therein referred to as "the Vendor" of the One Part and (1) NARENDRA DESAIBHAI PATEL and (2) SHOBHNA PRADIP SANGHRAJKA, therein referred to as "the Purchasers" of the other part (and hereinafter for brevity's sake referred to as "the Owners"). The said Owners have acquired and purchased all that piece or parcel of land, ground and hereditaments and premises lying and being, situated at B. L. Murarka Marg, Off Kedarnal Road, Malad (East), in Greater Mumbai, Registration Sub District of Bandra and Registration District of Mumbai Suburban bearing New Survey No. 299, Hissa No. 4 and C.T.S. No. 176 and Hissa No. 9 (part) and containing by admeasurement about 2297 Sq. yds. equivalent to 1921.2 Sq. mtrs. or thereabouts for the consideration and on the terms and conditions more particularly recorded in the said Deed of Conveyance dated 29th March, 1974,
- (ii) The said Deed of Conveyance has been duly registered with the Sub-Registrar of Assurances at Mumbai, Under Serial No. S-152/74 of Book No. 1, dated 14th December, 1978 ;
- (iii) The Chief Promoters of Monica Sadan Co-operative Housing Society (then proposed) claimed adverse possession of the said property as against the said Owners which Society ultimately came to be registered on 8th August, 1972 under the provisions of the Maharashtra Co-operative Societies Act, 1960 and known as Monica Sadan Co-operative Housing Society Limited bearing Registration No.. BOM/HSG/3711 (Hereinafter for brevity's sake referred to as "the said Society") ;
- (iv) The said Society obtained necessary exemption order dated 22nd February, 1978 under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 concerning the said property and the said Society also executed an undertaking dated 5th August, 1975 in favour of the Municipal Commissioner, Municipal Corporation of Greater Mumbai, for the development of the said property and which undertaking has been duly registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. S-4025/75 of Book No. 1 dated 10th January 1976 ;
- (v) Since the said Owners challenged the title of the said Society to the said property, the said Society filed a suit being Suit No. 3371 of 1994 in the High Court of Judicature at Mumbai, against the said Owners inter alia, for a declaration that the said Society was the sole and absolute owner of the said property and that the said Owners had no right, title, interest or claim of any nature whatsoever in the said property ;
- (vi) After contesting the said High Court Suit No. 3371 of 1994, ultimately the said disputes and difference have been settled between the parties, by filing Consent Terms dated 29th January 1996 in the said suit wherein the said Owners have confirmed and ratified that the said Society is the sole and absolute owner of the said property ;

1 Musum D. Sanghavi

2 एच+एम कल्याणकर

3 एच+एम क. अर्चना (HVP-2)

- (vii) The said Owners have entered into an Agreement dated 11th November, 1993 with the Builders herein for the development of the said property on the terms and conditions as more particularly recorded therein ;
- (viii) The said owners had appointed M/s. Athithi Estates and Investment Corporation as the Architect, as per the Agreement of Contract dated 7th December, 1974 which ultimately got cancelled with mutual consent ;
- (ix) In the said High Court Suit No. 3371 of 1994, the Builders herein have also been joined as necessary party, being Defendant No. 3 to the said suit and the Builders have also signed the said Consent Terms in the said suit ;
- (x) The said Society has accordingly retified and confirmed the said Agreement dated 11th November, 1993 made between the said Owners on the one hand and the Builders herein, on the other hand concerning the development of the said Property which is more particularly described in the schedule here under written on the terms and conditions as recorded and set out in the said Consent Terms, a copy of which is hereto annexed and marked Annexure "A";
- (xi) The necessary building plans been got approved and sanctioned from the Municipal Corporation of Greater Mumbai bearing file No. CE/6805/BP/WS/AP and the Municipal Corporation of Greater Mumbai, issued Intimation of Disapproval dated 17th May, 1995 for the development of the said property ;
- (xii) The Municipal Corporation of Greater Mumbai, through the Municipal Commissioner also issued Commencement Certificate No. 5695 for Construction of a building on the said property as per the said sanctioned plans ;
- (xiii) All the aforesaid Agreements, exemption orders, IOD and Work Commencement Certificate are valid, subsisting and binding;
- (xiv) The title of the said property has been investigated by M/s. Vinod Mistry & Co., Advocates & Solicitors as per the Certificate of Title issued by them dated 10 / 9 / 93 a copy of which is hereto annexed and marked Annexure "B";
- (xv) The Builders have been put in possession of the said property by the said Owners which has been ratified and confirmed by the said Society and the Builders have been permitted by the said Owners as well as the said Society, to construct a multi-storeyed building on the said property and to sell tenements comprised in the said building, on what is popularly known as Ownership Basis and on the terms and conditions as are recorded in the said Consent Terms;
- (xvi) In the premises that have happened the Builders are absolutely entitled to develop the said property, which is more particularly described in the Schedule hereunder written, in accordance with the sanctioned plans, IOD and the Works Commencement Certificate issued by the Municipal Corporation of Greater Mumbai and the Builders have accordingly commenced the work of development and of construction as per the sanctioned plans, IOD and the Works Commencement Certificate issued by the Municipal Corporation of Greater Mumbai;



Musum. D. Sanghavi  
10/9/93

1 Musum. D. Sanghavi  
2 21/4 + 28/12 & 16/7/27/24/9  
3 21/4 + 28/12 H 2/3/97 (HVF)

(xvii) The builders have evolved a Scheme of selling out the premises such as, Flats/Garages/Parking Spaces, on what is popularly known as Ownership Basis and to enter into necessary Agreement for Sale with the prospective buyers/Purchasers;

(xviii) The Purchasers/s is/are desirous of acquiring and purchasing one residential Flat/Parking Space/Garage-bearing No. 206 on the 2nd floor in the building known as MONICA SADAN on the said property ;

(xix) Prior to entering into this Agreement, the Purchasers/s has have seen and verified all the title deeds, relating to the said property as well as the revenue records, exemption orders, sanctioned plans, IOD, Works Commencement Certificate, Court Papers and Proceedings including the Consent Terms etc. and after having duly satisfied with the same, has/have agreed to acquire and purchase the said residential Flat/Parking Space/Garage No. 206 on the 2nd floor in the said building to be known as MONICA SADAN for the consideration and on the terms and conditions which are more particularly recorded and set out hereinafter.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERE TO HEREBY AGREE AS UNDER :-

1. The Builders shall construct the residential building/s consisting of ground and upper floors in the said property more particularly described in the First Schedule plans specification seen and approved by the Purchasers. Provided however, it is agreed by and between the parties hereto that the Builders shall be entitled to vary and/or modify the said plans as may be considered necessary by the Builders in their sole discretion and/or as may be required by the Municipal Corporation of Greater Mumbai and/or other authorities without the consent of the Purchasers provided that the Builders shall inform in writing to the Purchasers in respect of such variation or modification which may adversely effect the fait agreed to be sold to the Purchasers.

2. The Purchasers hereby agree to Purchase from the Builders and the Builders hereby agree to sell to the Purchasers one flat/Terrace Flat/Parking space No. 206 of Builtup area measuring 86 Sq. Ft. (which is inclusive of area of balconies) and proportionate area of passage lift well and staircase and Parking/Stilt space (the said flat/terrace Flat/parking/stilt space is for the sake of convenience hereinafter referred to as " THE SAID UNIT" No. 206 on 2nd floor in        wing as shown in the plan hereto annexed in the Residential Building known as "MONICA SADAN".

3. The purchasers have agreed to pay Rs. 9,46,000/- as Purchase price of the said unit out of which the Purchasers have paid to the Builders Rs. 9,46,000/- i. e. a sum of on or before the execution of these presents. The Purchasers agree to pay the balance of the Purchase price in the following manner :

| Sr.No. | Amount | Particulars |
|--------|--------|-------------|
|--------|--------|-------------|

|   |                              |  |
|---|------------------------------|--|
| 1 | Musum D. Sanghavi            |  |
| 2 | 28/4 + 28/1 K 4 (14222222)   |  |
| 3 | 28/4 + 28/1 K H 222222 (HVF) |  |

|    |     |     |                       |
|----|-----|-----|-----------------------|
| 1. | 25% | Rs. | Completion of plinth  |
| 2. | 10% | Rs. | First Floor RCC Slab  |
| 3. | 10% | Rs. | Second Floor RCC Slab |
| 4. | 10% | Rs. | Third Floor RCC Slab  |
| 5. | 10% | Rs. | Complexion of walls   |
| 6. | 4%  | Rs. | On External plasters  |
| 7. | 5%  | Rs. | On Internal plasters  |
| 8. | 1%  | Rs. | On possession         |

4. The Builders hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plan or thereafter in relation to the said building and shall before handing over possession of the said Unit to the Purchasers as hereinafter provided obtain from the concerned local authority, occupation and/or completion Certificate in respect of the said Unit.

5. The Builders hereby declare that the floor space index available in respect of the larger property is to 1921.2 sq. mtrs. only and that no part of the said floor space index has been utilised by the Builders elsewhere for any purpose whatsoever. It is agreed that the residual floor space index of the larger property of the layout no consumed by the Builders will be available to the developers till the registration of the Society or Limited company of such common organisation as hereinafter provided.

6. The Purchasers agree to pay to the Builders interest at eighteen percent per annum on all the amounts which become due and payable by the Purchasers to the Builders under the terms of this agreement from the date the said amount is payable by the Purchasers to the Builders.

7. On the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Builders under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Purchasers committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchasers fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchasers in remedying such breach or breaches within a reasonable time after giving of such notice.

Provided further that upon termination of this agreement as aforesaid, the Builders shall refund to the Purchasers, the installments sale price of the unit which

1 Musum D. Sanghavi

2 21/4 + 27/1 K 5/1472 27/1 K

3 21/4 + 27/1 K 14/12/1 K (5/1472)





may till then have been paid by the Purchasers to the Builders but the Builders shall not be liable to pay to the Purchasers any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders shall be at liberty to dispose of and sell all the Unit to such person and at such price as the Builders may in their discretion think fit.

8. The fixtures, fittings and amenities to be provided by the Builders in the said building and the unit are those that are set out in Second Schedule annexed hereto.

9. The Builders shall give possession of the unit to the Purchasers on or before \_\_\_\_\_ day of 19\_\_\_\_. If the Builder fail or neglect to give possession of the unit to the purchasers on account of reasons beyond their control as per the provision of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Builders shall be liable, on demand, to refund to the Purchasers, the amount already received by them in respect of the unit with simple interest at nine percent per annum from the date the Builders received the sums till the date, the amounts and interest thereon is repaid, provided by mutual consent if section 8 have been satisfied or not, will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereof is refunded by the Builders to the Purchasers, the same shall be Subject to prior encumbrances, if any, be a charge on the portion of the property as well as the construction or building which the unit is situated or was to be situated.

Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of :

- (i) Building Material, water or electricity supply;
- (ii) War, civil commotion or act of god;
- (iii) Any notice, order, rule, notification of the Government and/or other or competent authority ;
- (iv) B. M. C. sanctioned and permission, changes and rules by B. M. C. or by Government.
- (v) Any other cause beyond the control of the Builders.

10. The Purchasers shall take possession of the unit within Ten days of the Builders giving written notice to the Purchasers intimating that the said unit is ready for use and occupation.

Provided that if within a period of one year from the date of handing over the unit to the Purchasers the Purchasers bring to the notice of the Builders any structural repairs, excluding periodical repair and other damages in the unit or the building in which the unit is situated or the material used therein or any unauthorised change in the construction of the said building, then wherever possible, such defect or unauthorised change shall be rectified and the Purchasers shall be entitled to receive from the Builders reasonable compensation for such defect or change.

1 Kusum. D. Sanghavi

2 21/4 + 2/12 21/4 21/4 21/4 21/4  
3 21/4 2/12 21/4 21/4 (HVF)

11. The Purchasers shall have no claims save and except in respect of the premises agreed to be purchased by him/her/them. All open spaces, lobbies, terrace, Parapet wall, flats, shops, offices, garage etc. will remain the property of the proposed Co-operative Housing Society as hereinafter mentioned or on the execution of the Conveyance Deed but subject to the rights of the Builders as hereinafter stated.

12. It is hereby expressly agreed that the terraces and Parapet walls on the said building shall always belong to the Builder and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Builders obtaining permission from the Municipal Corporation of Greater Mumbai for construction of any type of premises on the terrace, then the Builders shall be entitled to dispose of such premises constructed by them together with the terrace to such person at such rate and on such terms as the Builders may think fit and proper, Builders shall be entitled in the event to allot the entire terrace to the Purchasers of such premises constructed on the terrace. The proposed Co-operative Housing Society that may be formed by the Purchasers of premises that may be constructed on the terrace then the proposed Co-operative Housing Society shall be entitled to depute its representative to go to the terrace for the regular check-up and up keep and for repairing the tank at all reasonable time and/or during such times as may be mutually agreed upon the Purchaser of the premises on the terrace and the Proposed Co-operative Housing Society as the case may be.

13. The Purchasers shall use the said unit or any part thereof or permit the same to be used only for purpose for which it is sold. He shall use the stilt or parking space on garage if allotted only for the purpose of parking the Purchasers own vehicles.

14. The Purchasers shall on or before taking possession of the unit keep deposited with the Builders the following amounts :

(i) A sum of Rs. \_\_\_\_\_ /- towards share application, entrance fees of the proposed Society or limited Company.

(ii) A sum of Rs. \_\_\_\_\_ /- towards legal charges.

(iii) Commencing a week after notice in writing is given by the Builders to the Purchaser that the unit is ready for use and occupation, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the unit.) all outgoings in respect of the said property and buildings namely local taxes, betterment charges or such levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, mail, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and buildings. Until the society is formed and the said property and buildings are transferred to it, the Purchaser shall pay to the Builders such proportionate share of outgoings as may be determined. The purchaser further agrees that till the Purchaser's share is so determining the Purchaser shall pay to the Builders

1 Musun. D. Sainghavi

2 १/५४ ६२११२ ६८१४३ ३०६५१

3 १/५४ ६२११२ ६८१४३ (HUF)

४



provisional monthly contribution of  
Rs.1) 2) 3) per month towards the  
outgoings. The amounts so paid by the unit Purchasers to the Builders shall not  
carry any interest and remain with the Builders till the conveyance is executed in  
favour of the Society, Subject to provision 6 of the said Act, on such conveyance/  
being executed, the aforesaid deposits (less deduction provided for under this agree-  
ment) shall be paid over by the Builder to the Society as the case may be. The  
Purchaser undertakes to pay such provisional monthly contribution and such pro-  
portionate share of out going regularly on the 5th day of each and every month in  
advance and shall not withhold the same for any reason whatsoever, However, a  
further sum of \_\_\_\_\_  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
equivalent to six months maintenance charges shall be deposited by the Purchaser  
with the Builders before taking possession of the unit. This provisional monthly  
contribution is subject to variation.

(iv) A sum of Rs. (1) \_\_\_\_\_/- (2) \_\_\_\_\_/- (3) \_\_\_\_\_/-  
as security deposit for due performance of this agreement which will include the  
deposits payable to the concerned local authority or Government for giving water,  
electric and/or electric sub-station if any including Transformers or any other ser-  
vice connections to the building in which the unit is situated. The balance of such  
deposit if any, will be transferred to the Society in the account of the Purchaser and  
if this deposit amount is found short, the Purchasers agrees to pay such further  
amount as may be required by the Builders.

(v) A sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).  
for formation and registration of the Society.

(vi) A sum of Rs. 1/- per sq. ft. towards fire Capitation Fees of C. F. O. of BMC. or  
as may be applicable at the time of possession.

15. The Purchaser shall on or before delivery of Possession. of said flat keep  
deposit with Builders the following amounts;

- (i) Rs. 500/- /- towards legal charges.
- (ii) Rs. 250/- /- towards share money application, entrance fee  
of the society or Limited Company.
- (iii) Rs. 750/- /- towards formation and registration of the  
Society or Limited Company.
- (iv) Rs. \_\_\_\_\_/- towards maintenance, maintance, municipal  
Taxes, revenue, water charges, electric charges, watchman salary etc.
- (v) Rs. \_\_\_\_\_/- towards the boaring expenses.

1 Musum .D. Sanghavi

2 8/4+2M12 21/12/2024  
3 8/4+2M12 H 21/12/2024 (HVF)

16. The Builders shall utilize the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) provided in the preceding clause and deposited for legal charges paid by the Purchasers to the Builders for above mentioned all legal costs, charges and expenses, including professional costs of the Attorney at law/advocates of the Builders preparing and endorsing this agreement and the declaration. All further expenses in relation to the aforesaid shall be borne and paid by the Purchasers. All legal formalities required to be carried under these presents shall be carried out by M/s. VINOD MISTRY & CO., Advocates & Solicitors and all fees payable to them shall be borne and paid by the Purchasers.

17. It is agreed that the Builders shall form the Society of the unit holders and/or premises holder of the Building constructed on the said property by the Builders and execute or cause to be executed the deed of conveyance of the said Property and the Building constructed thereon. The Purchaser/s agree to join other holders of unit/s in the Building or Buildings that may be constructed on the said property in forming Society or a Limited Company or similar organisation and shall become member thereof and be bound by the bye-laws thereof as may be in force from time to time.

18. It is agreed that the possession of the said unit shall be handed over to the Purchasers simultaneously with execution of the deed of Conveyance in favour of the Society or Limited Company or such other Organisation when the Stamp Duty and Registration Charges will be paid by the Purchasers in proportion to his share thereof. All the documents for demise of the said lands and other documents that may be required to prepared under these presents shall be prepared by M/s Vinod Mistry & Co., Advocates & Solicitors for the Builders and such documents shall be binding on the Purchasers.

19. It has been expressly agreed between the parties hereto as also the Purchasers/acquires of the different unit tenements that in case the said Building/colapses or any damage is caused due to any Act of God, ear thquake, floods or any natural calamity, Act of enemy, war or due to any of the cause which is beyond the control of the Builders, the Builders shall not be in any way liable to reconstruct the building or to carry out the repairs. However the rights title and interest of the Builders in the said property by virtue of this agreement shall be demised or transferred to the Co-operative Society or a Limited Company or such common organisation of the unit holders of tenements in the manner aforesaid.

20. The Purchasers themselves with intention to bring all persons into whosever hands the unit may come, both hereby covenant with the Builders as follows :-

- a) To maintain the unit at Purchasers own costs in good tenable repair and condition from the date of possession of unit is taken and shall not do or suffer to be done, anything in or to the Building in which the unit is situated, or the staircase or any passage; which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the unit is situated and the unit itself or

1 Kusum D. Sanghavi

2 EMT LAL (HUF)

3 EMT LAL (HUF)

any part thereof.

- b) Not to store in the unit goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried, heavy packages on the upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the building in which the unit is situated and in case any damage is caused to the Building in which the unit is situated, on account of negligence or default of the Purchasers in this behalf, the Purchasers of the unit shall be liable for the consequence of the Breach.
- c) To carry at their own cost all internal repairs to the said unit and maintain the unit in the same condition, state and order in which it was delivered by the Builders to the Purchasers and shall not do or suffer to be done anything in or to the Building in which the unit is situated or the unit which may be given in violation of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchasers will be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to demolished, the unit or any part thereof, not at any time make or cause to be made, any addition or alteration of whatever nature in or the unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the unit is situated and shall keep the portion, sewers, drains, pipes in the unit 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 unit is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or to other structural portions in the unit without the prior written permission of the Builders and/or the Society or the Limited Company as the case may be.
- e) Not do or premit to be done, any act or thing which may render void or voidable, any insurance of the said lands and the Building in which the unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to through dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound/of the Unit is situated, not keep any thing in passage, staircase, openspaces, terrace or external wall.
- g) Pay within 7 days of demand, his shares of security, deposit demanded, by concerned local authority or Governement for giving water, elec-

1 Musum . D. Sanghavi

2 21/4 + 2m 12 (11-12-2014)

3 21/4 + 2m 12 H. 21/4/11/11/10

tricity or any other service connection to the building in which the Unit is situated.

h) To bear and pay increase in local taxes, water charges insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other Public authority, on account of change of user of the Unit by the Purchasers viz. use for any purpose other than for residential purpose.

i) The Purchasers shall not let, sub-let, transfer, assign or part with Purchasers interest or benefit under this agreement or part with the possession of the unit until all the dues payable by the Purchasers to the Builders under this Agreement are fully paid up and only if the Purchasers had not been guilty of breach of or non-observance of any of terms & conditions of this Agreement and the Purchasers has intimated in writing to the Builders and obtained prior consent in writing from the Builders.

j) The Purchasers shall observe and perform all the rules and regulations which the Society or Limited Company may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Unit therein and for the observance and performance of the Building Rules, Regulations 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 stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) The Purchasers 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 unit land and Building or any part thereof to view and examine the state and condition thereof.

21. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchasers on account of the share capital for the promotion of the Co-operative Society or a Limited Company or such common organisation or towards the outgoing or legal charges etc. and shall utilize the amounts so received only for the purpose for which they have been received.

22. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Property and the Building or any part thereof. The Purchasers shall have no claim save and except in respect of Unit hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will

1 Musum . D. Sanghavi

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remain the Property of the Builders until the said property and Building are de-  
mised to the Society/Limited Company or such common organisation.

23. The Purchasers have, prior to the execution of this agreement satisfied them-  
selves as to the title of the property and they shall not be entitled to investigate the  
title of the property and No Objection shall be raised on any matter in relation  
thereto after the execution of these presents.

24. The Purchasers shall be liable to pay the proportionate share towards any  
deposit amount payable to the Municipality and other local authorities or Public  
body in respect of the said property and the Building constructed thereon. The  
Builders will not be liable to share such charges as aforesaid in respect of unsold  
Units.

25. The Purchasers shall be liable to pay Sales-Tax payable if any in respect of  
the said unit.

26. It is agreed that if floor space index is increased by Government authority  
or extra. F.S.I. is granted or any benefit arise by way of Transfer of Development  
Rights on density, if not consumed in the Building to be put up before the transfer of  
the said property and the building thereon as aforesaid to a Co-operative Society  
or a Limited Company or such other organisation as the case may be and further  
constructions on the said property is allowed, the Builders alone would be entitled  
to put up additional or other construction of Unit on the portion of the Property  
including on the Building constructed or being constructed and to sell the same on  
ownership basis without any consent or hindrance by the Purchasers provided that  
any other authority shall or any payment that may have to be made to the Municipal  
Corporation shall be paid by the Builders alone on use any where as per B. M. C.  
rules and regulations. The Purchasers shall not be entitled to object to the same for  
any reason whatsoever.

27. The Builders shall have the right to give for the purpose of advertising, open  
space in the said property including on the terrace, either by putting up support  
and/or by using the compound walls for the purpose on such terms and conditions  
as the builders may desire. The said right shall continue to subsist even after the  
portion of the said property is transferred to the Society or to the Limited company  
or similar organisation as the case may be and the said right shall also be incorporated  
in the final Deed of conveyance. The Purchasers herein shall nor be entitled to  
object to the same for any reason whatsoever and shall also allow the Builders,  
their agents, servant etc., to enter into the portion of the said lands for the purpose  
of putting and/or removing such advertisement.

28. The Purchasers shall have no claim save and except in respect of the par-  
ticular unit to be acquired by them until the said property is conveyed and transferred

1 Kusum . D. Sanghavi

2 एचएमके (HMK) (HVF)

3 एचएमके (HMK) (HVF)

to Society or a Limited Company or similar organisation as hereinabove mentioned. The Purchasers shall not be entitled to park in compound, Motor Cars, Scooters, Motor Cycles or other vehicles without the permission in writing of the Builders.

29. Save as provided hereinabove in the event of the Purchasers failing to comply with the terms of these presents, this Agreement shall stand terminated and the Purchasers shall have no claim in respect of the said unit against the Builders.

30. In the event of any portion of the property is notified for set back, on any reservation impose by B. M. C., the Builders alone shall be entitled to receive the amount of compensation or to get the benefit of F. S. I. in respect of the said set back and/or to use such F.S.I. on the said property and to sell the Unit that may be constructed without any objection whatsoever on the part of the Purchasers.

31. If any charges are levied or payment is required to be made by any authorities, after the execution of these present either on the said property or the Building under construction or otherwise, the Purchasers shall be on being called upon by the Builders pay the same to the Builders their proportionate share thereof.

32. The Builders shall, in respect of any amount liable to be paid by the Purchasers under the terms and conditions of this Agreement, have a first charge and lien on the said Unit, to be acquired by the Purchasers as mentioned herein. It is also agreed that the Purchasers shall not sell, transfer or assign their unit or their interest therein or the benefit of the Agreement and/or part thereof until all their dues to Builders are fully paid and until they have obtained written permission of the Builders.

33. That the said property and the Building constructed thereon shall be known as "MONICA SADAN".

34. That the Builders shall be entitled at any time to alter the terms and conditions of the Agreement relating to the unsold Units of the said Building and the Purchasers shall not be entitled to raise any objection to them or any of them in respect thereof at any time against the Builders.

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

† Musum D. Sanghani

28/4 + 28/11 (HATE 27/11)

38/4 + 28/11 H 27/11 (HUC)



36. The Purchasers shall pay the amount of Stamp Duty which may be required to be paid on the final Deed of Conveyance to the Builders prior to the Purchaser's taking possession of the said Unit. The Purchaser has further agreed to pay the additional Stamp Duty if there is any increase by the Government. Such amount shall not carry any interest. The Purchasers shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act on payment of necessary stamp and registration charges and the Builders will attend such office and admit execution thereof on receiving intimation from the Purchaser to that effect.

37. All the notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers, by Registered Post A.D./Under Certificate of posting at their address specified below.

208- Jiten Apt.,  
Mumbai Del.,  
Maharashtra - 400097

38. This Agreement shall always be subject to the provision of the Maharashtra Apartment Ownership Act and the rules made thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day and year herein above written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land or ground hereditament and premises situated Near B. L. Murarka Marg, Off. Kedarmal Road, Malad (East), in Greater Mumbai Registration Sub-District of Mumbai City and Mumbai Suburban admeasuring 2297 Sq. Yds. equivalent to 1921.2 sq. meter or thereabout and bearing New Survey No. 299, Hissa No. 4, City Survey No. 445 and old Survey No. 176, Hissa No. 9 (part) and the said property is bounded as follows : that is to say,

On or towards the North : by Survey No. 300 (part).

On or towards the South : by property of the Vendor and of Tambe and of the Estate Finance Ltd.

On or towards the East : by Survey No. 300 (part) and

On or towards the West : by Surevy No. 299 (part) and also by the property of Naidu.

1 Kusum D. Sanghavi

2 Elythrik & Co. Del.

3 Elythrik H. Del. (HVF)

SIGNED SEALED AND DELIVERED by the )

with in named MESSRS UNITED ENTERPRISES )

being the Builders in the presence of \_\_\_\_\_ )

For UNITED ENTERPRISES

*Vikram Singh*  
Partner

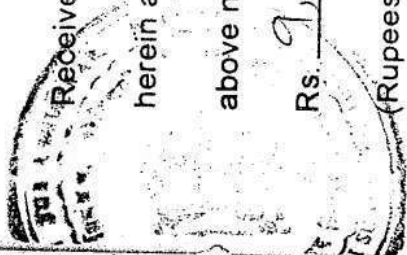
SIGNED SEALED AND DELIVERED by the )

Kusum D. Sanghavi

within named Purchasers MR./MRS./M/S. )

- 1) Mrs. Kusum D. Sanghavi
  - 2) Mr. Deepak Kumar. H. Sanghavi
  - 3) Mr. Deepak Kumar. H. Sanghavi (HDF)
- 3 एच+एम डी एच एच  
3 एच+एम डी एच एच

in the Presence of \_\_\_\_\_ )



Received the day and year first )

herein above written of and from the )

above named Purchaser a sum of )

Rs. 9,66,000/-

(Rupees Nine Lakhs Fourty Six Thousand only) )

being the amount to be paid by them )

to us as mentioned within )

Rs. 9,66,000/-

WITNESSES:

WE SAY RECEIVED.

For UNITED ENTERPRISES

*Vikram Singh*  
Partner

Monica fla.

K--J 36-1,00,000-10.91  
R., J.D., No. 4398, dated 3-7-16.]

11/6/16

ANNEXURE - A

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12-6C  
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[ Spl.-P.D.1c

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NM/Appeal/C.S. No OF.199  
SUIT No. 3371 OF 1994

Monica Sadan Co-operative Housing  
Society Limited ..... Plaintiffs.

V/s.

Narendrabhai Desaibhai Patel.&.Another..... Defendants.

Coram : S.M. Jhunjhunwala, J.

Dated : 29-1-1996

Called out filing Consent Terms.

Shri Kirit H. Mody instructed by M/s. Vinod Mistry & Co.  
for Plaintiffs.

Shri C.D. Patel for Defendant Nos. 1 & 2.  
Shri A.V. Jain for Defendant No.3.

Leave to amend the Plaintin terms of draft  
amendment handed in and Marked 'X'.

Amendment to be carried out by tomorrow i.e.30-1-96.  
Service to Writ of Summons to answer the Plaint  
on behalf of newly added Defendant No.3.waived.

Mr. Jain undertakes to file vakalatnama on behalf  
of Defendant No.3 by 31-1-1996.

Consent Terms signed by the parties and their  
respective advocates taken on record and Marked 'X-1' for  
identification.

P.C.: Decree in terms of Consent Terms. No order as to ~~costs~~  
~~costs~~ costs.



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IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 3371 OF 1994.

MUNICIPAL CORPORATION  
SOCIETY LTD.,  
.. PLAINTIFF.

V/S.

NARENDRAHAI DESAIBHAI PATEL & ANR. .. DEFENDANTS.



CONSENT TERMS

1. Ordered and Decreed that the Plaintiff is the Sole and absolute Owner of the property more particularly described in Ex. 'A' to the Plaintiff.

2. Agreed that the Agreement dated 11/11/1993, between the Plaintiff and the Defendant No. 3 for development of the said property, is valid and binding upon the parties hereto.

3. Agreed that the Defendant No. 3 to give 10 flats in the building to be constructed on the said property described in Exhibit 'A' to the plaint of approximately 550 Sq.ft. built up area (each), to the Plaintiff for the accommodation of the existing members of the Plaintiff.

A. Agreed that the Defendant No. 3 shall be entitled to dispose off remaining flats, shops and garages in the building to be constructed by them on the said property described in Ex. 'A' to the Plaintiff on ownership basis and shall be entitled to appropriate the sale proceeds thereof to itself.

5. Agreed that the Plaintiff shall admit the Purchasers of the remaining flats, shops and garages in the building to be constructed by the Defendant No. 3 on the said property described in Ex. 'A' to the Plaintiff, as its members on payment of Rs.250/- as share money and Rs. 10/- as admission fees.

6. No Order as costs.

7. 1/2 refund to be paid to the Plaintiff.  
Certified Copy of the Consent Terms be expedited.

Dated this 11th day of January, 1976.

FOR VINDO MISTRY & CO.,

Advocates for Plaintiff

FOR MONICA SADAN CO-OPERATIVE HOUSING SOCIETY LIMITED.

SECRETARY

Advocates for Defendants No. 1 & 2

- 1. ...
- 2. ...

Advocate for Defendants No. 3

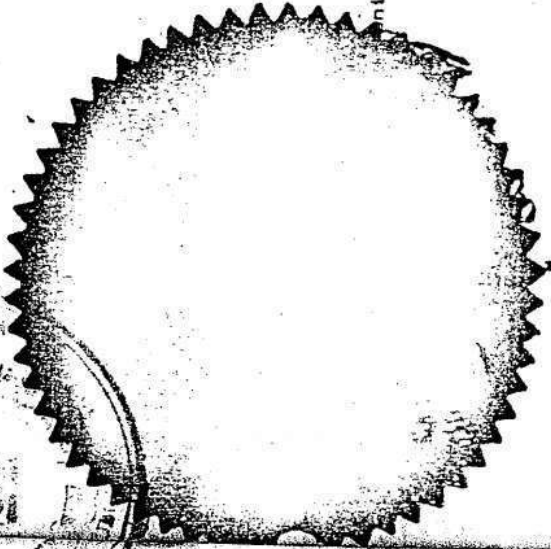
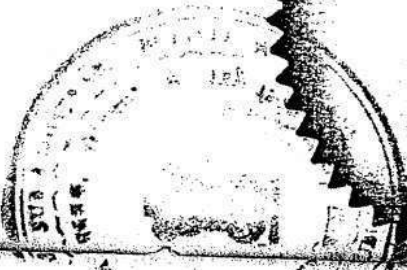
FOR UNITED ENTERPRISES

PARTNER FOR UNITED ENTERPRISES Defendant No. 3.

11th July 76  
FOR PROHIBITION

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# Vinod Mistry & Co.

ADVOCATES, SOLICITORS & NOTARY

**Vinod B. Mistry**

ADVOCATE, SOLICITOR & NOTARY

RES. : 836 42 85 - 836 05 53

FAXER : 9602-101319

MR. JAYSHREE NAMBIAR

PH. : 561 3038

MRS. SONAL RAM AWASTHI

ADVOCATES, HIGH COURT

NATVER CHAMBERS,  
1ST FLOOR,

94, NAGINDAS MASTER ROA  
FORT, BOMBAY-400 023.

OFF. : 267 67 36 - 267 66 54

FAX : 267 68 24

ANNEXURE - B

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

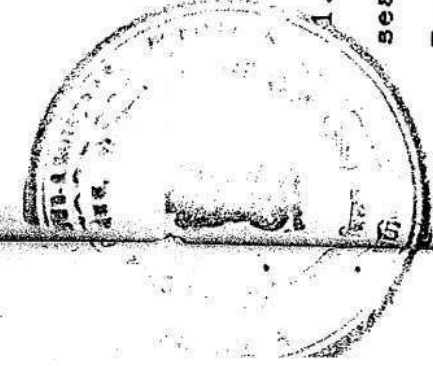
121/1996

## REPORT ON TITLE

To,

M/s. United Enterprises,  
1, Sneha Dhara,  
Bachani Nagar Road,  
Malad (East),  
Bombay-400 097.

Sir,



Sub : Property at Kedarmal Road,  
Malad (East), Registration  
Sub-District of Bombay and  
Registration District of Bombay  
Suburban, New Survey No. 299,  
Hissa No. 4 and C.T.S. No. 445  
and admeasuring 1921.2 Square meters.

1. We hereby certify that we have caused the searches to be taken in the office of the Sub-Registrar at Bassein from 1948 to 1958, Sub-Registrar at Bandra, from 1957 onwards and Sub-Registrar at Bombay, from 1973 onwards concerning the above property which is more particularly described in the Schedule hereunder written.

2. We have also given Public Notices in the issue of Bombay Samachar dated 25/8/1993 and in the issue of Free Press Journal dated 25/8/1993 inviting the claims/objections, if any. We have not received any claim or objection so far.

3. Under a Deed of Conveyance dated 29th March, 1974, Chandrikaprasad Kantaprasad Dube has sold, transferred and conveyed the within mentioned property to (1) SHOBHA PRADEEP SANGHRAJKA and (2) NARENDRA DESAIBHAI PATEL (hereinafter for brevity sake referred to as "the said OWNERS"), which Deed of

Conveyance has been duly registered with the Sub-Registrar of Assurances at Bombay under Sr.No. S-152/74 of Book No. 1 dated 14th December, 1978.

4. The Chief Promoters of Monica Sadan Co-operative Housing Society Limited (then proposed) claimed adverse possession concerning the said property as against the said Owners and which Society got ultimately registered on 8th August, 1972.

सुट्टी नं. ३३७१४

5. The said Society filed a Suit in the High Court of Judicature at Bombay, being Suit No. 3371 of 1994 against the said Owners inter-alia for a declaration that the said Society was the sole and absolute owners of the said property and that the said owners had no right, title, interest or claim of any nature whatsoever in the said property.

6. The said owners entered into an Agreement dated 11th November, 1993, with M/s. United Enterprises for the said property. The said Society had also entered into an Agreement dated 17th December, 1974 with M/s. Atithi Estates and Investments Corporation for carrying out the construction on the said property. The said dispute in the said suit No. 3371 of 1994, has ultimately been got settled by way of filing of the Consent Terms on 29th January, 1996.

7. Under the said Consent Terms, the said Owners confirmed that the Society was the owner of the said property and the said Society also confirmed the Agreement dated 11th November, 1993, between the said Owners and the said United Enterprises. The Agreement of Contract dated 17th December, 1974, between the said Society and the said Atithi Estates and Investments Corporation has been got cancelled with mutual consent.

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8. Under the said Consent Terms M/s. United Enterprises are permitted to remain in the said property and to develop the same as per the Consent Terms dated 29th January, 1996, filed in the said proceedings.

9. The said M/s. United Enterprises got the building plans duly sanctioned from the Municipal Corporation of Greater Bombay bearing No. CE/6805/BP/WS/AP and also got the IOD dated 17th May, 1995, and the Commencement Certificate from the Bombay Municipal Corporation.

10. In our opinion, title to the said property is clear and marketable.

-----  
SCHEDULE OF THE PROPERTY ABOVE REFERRED TO  
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All that piece or parcel of land or ground hereditaments and premises situate near Kedarmal Road, Malad (East) in Greater Bombay Registration Sub-District of Bandra and Registration District of Bombay City and Bombay Suburban admeasuring 2297 Sq.Yds. (equivalent to 1921.2 Sq.mtrs.) or thereabouts and bearing New Survey No. 299, Hissa No. 4, City Survey No. 445 and Old Survey No. 176, Hissa No. 9 (part) and the said property is bounded as follows : that is to say,

On or towards the North : By Survey No. 300 (Part);

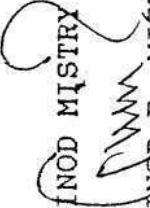
On or towards the South : By the property of the Vendor and of Tambe and of the estate Finance Ltd;

On or towards the East : By Survey No. 300 (Part) and

On or towards the West : By Survey No. 299 (Part) and also by the property of Naldu.

Bombay, Dated this 22nd day of February, 1996.

For VINOD MISTRY & CO.,

  
(VINOD B. MISTRY)  
Advocates & Solicitors,  
High Court, Bombay.



गाव- गावगाव  
 तालुका नाशिक  
 जिल्हा नाशिक

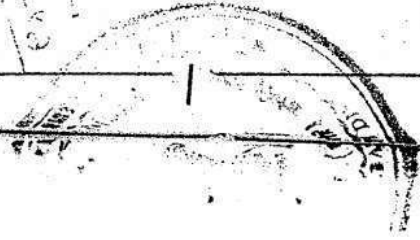
गा. न. नं. ७, ७-अ व १२  
 कबजेदार (००)

स. नं. २००४  
 हिस्सा नं.

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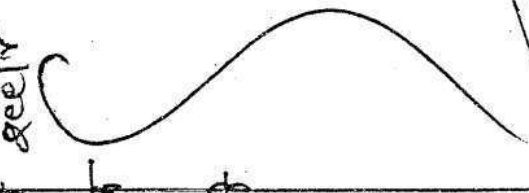



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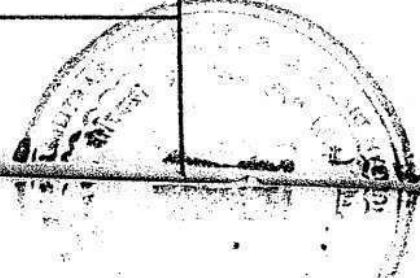
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मीचे :- भाऊराज  
तातुका - विप्रविती

### हक्काचाचे पत्रक

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| नदणीचा<br>अनुक्रम<br>नंबर<br><b>(1780)</b> | हक्काचा प्रकार<br><br>सा. १९११९९ वर्षेचीं लागू लागू नसून नव्या सर्व वणवणी<br>जमीन (१) की. नसून वेसाई भाई पेटल (२) यांनी शिमगा<br>शिमगा प्रथीप स्वधवायका की चंपकाप्रसाद कापूरप्रसाद<br>कुंठे भागपासुत सा. १९१३१०११ मी र. क. ५१९९९९१-<br>सा साकुणाक एक (१५२९१०११) सा. कायम दलवी<br>घेवली असे. त्याप्रमाणे कुठली कसणे कानीगा गीपकोली<br>यास<br>सा. ११. ११ न क्षेत्र चौमि न. ११. ११-<br>असे. ११ १९११-२ ११११<br>(श्री. आर. डी. एस. घाबरी / १५००१९११ सुचीनं ११<br>एरक घजनाची नावक सापकार) <u>१५००१९११</u><br><u>११. कुबार</u> | फेरफार झालेले<br>स. नं. हि. नं.<br><br>१९९९११<br><br><u>१९९९११</u> | तापासणी अंमलदाराचा<br>सही किवा शेरा<br><br>मो. काळी<br>१९११९१<br>गो. पुंदागाजी<br>खजिरी आणखी<br>पायाकर नावक ना.<br><u>१५००१९११</u><br>खुंबुकी इगाक ११११<br>गपसक १५११<br>अंजूर<br><u>१५००१९११</u><br>११११९१<br>नर. नरिवली<br> |
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अस्सल बरहुकुम खरी नक्कल असे तयार दि. ११/११/१९११



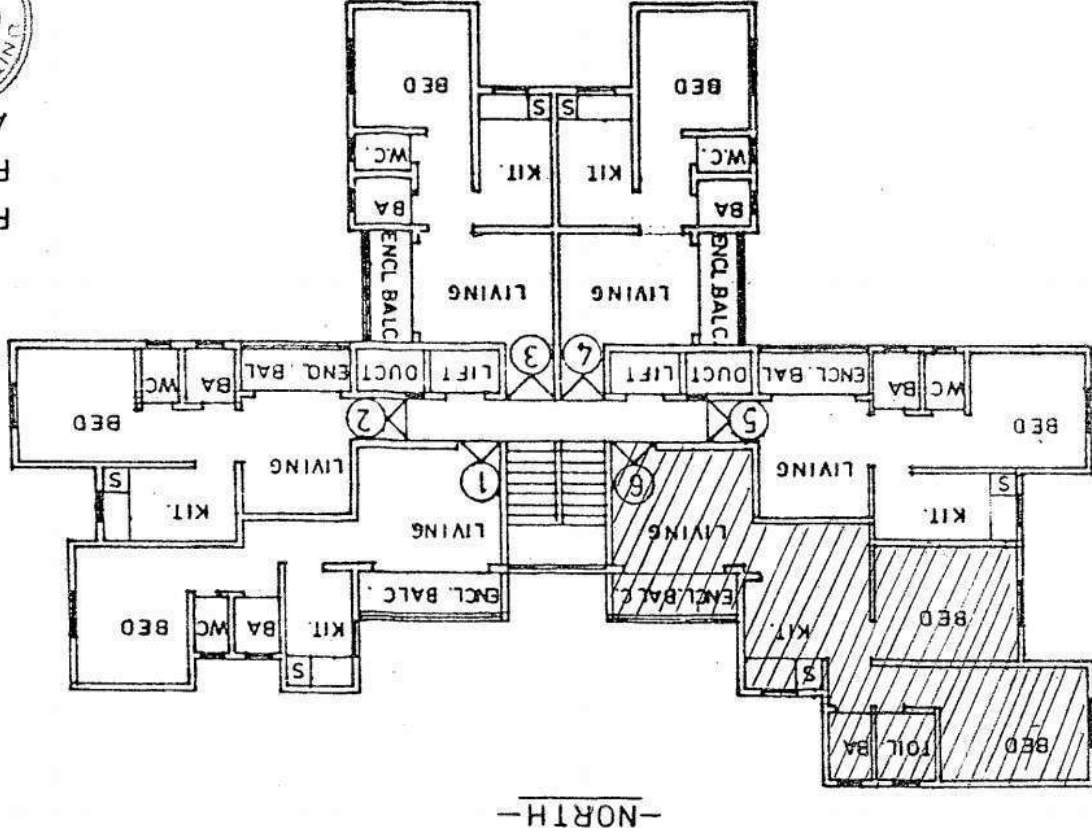
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