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MINAL APARTMENT

TPS PLOT No. 34, JUNJU ROAD, SANTACRUZ (WEST),
BOMBAY-400 054.



AGREEMENT

FLAT No. 42 ON 4TH FLOOR

GARAGE No. --- ON GROUND FLOOR

STILT No. --- ON GROUND FLOOR

CAR PARKING SPACE No. --- IN COMPOUND

GUNDECHA BUILDERS

"ASHOKRAJ", S. V. ROAD,

GOREGAON (WEST),

BOMBAY-400 062.

Phone : 672 42 10 / 672 24 38





A.S.
A.S. 1989, 1991
A.S. 1989, 1991

ARTICLES OF AGREEMENT made at Bombay this 27th day of MARCH one thousand nine hundred and eighty NINE BETWEEN MESSRS. GUNDECHA BUILDERS a partnership firm carrying on business at Ashokraaj, S.V.Road, Goregaon (W), Bombay-400 062. (hereinafter called "the Builders" which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the said firm the survivors or survivor of them and the heirs, executors and administrators as of such survivor their his or her assigns) of the

One Part AND SHRI/SMT/MESSRS. M.I.S.S. N.I.L.U. MAWCHANDA
C.P.D.: N.A. HARSH K.V.M.A.R. MAWCHANDA

.....
of Bombay Inhabitant/carrying on business at A.S.
Middleton, A.H. Middleton, Rm. CALCUTTA 700071.
hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors and administrators/the partners or partner for the time being of the said firm the survivors of them and the heirs, executors and administrators of such survivor) of the Other Part;

WHEREAS

- 1) By an Agreement for sale dated 30th August, 1979 made by and between (1) Ramesh Chhotalal Shah

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(Kothari) and (2) Subhash Chhotalal Shah (Kothari) therein referred to as "the Vendors" of the one part and the builders herein therein referred to as "the Purchasers" of the Other part the said Vendors agreed to sell to the purchasers all those pieces or parcels of land situate lying and being at Juhu Road, Santacruz (West), Bombay and containing by admeasurement 1000 sq.yards equivalent to 836.13 square meters or thereabout together with two buildings standing thereon known as Champa Nivas (1) & (2) and more particularly described in the Schedule hereunder written as also in the Schedule hereunder written (hereinafter referred to as "the said property") at or for the price and upon the terms and conditions therein contained.

b) Under the said Agreement the Builders have paid to the Vendors the entire consideration amount save and except a sum of Rs.-/- which has been retained for the production of Certificate under Section 230A of the Income Tax Act, 1961 which amount shall be paid by the Purchaser to the Vendors on completion of the said as hereinafter provided.

c) The Vendors i.e.(1) Ramesh Chhotalal Shah (Kothari) and (2) Subhash Chhotalal Shah (Kothari) are shown as the Owners of the said property in the Government and Revenue Records. A copy of the Extract of the property card is annexed hereto as annexure "B".

d) Pursuant to the said Agreement for Sale dated 30th August, 1979 the Builders are absolutely authorised to develop the said property by way of constructing building or buildings thereon. The Builders are also further entitled to sell and/or dispose of the flats and/or units in the buildings to be constructed thereon on what is known as "Ownership Basis" and to enter into agreement for sale with the intending purchaser/s and to receive from them the consideration thereof.

e) The Builders propose to construct on the said property one new multi-storeyed building of ground floor at still level and upper floors (hereinafter referred to as the "said building").

f) By his order dated 19th September, 1979, the Deputy Collector and Competent Authority (ULC) Bombay,

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has granted a permission to the Owners for the development of the property more particularly described in the schedule hereunder written.

- g) The plans of the said building having been duly approved by the Municipal Corporation of Greater Bombay under No.CE/8594/BSII/WS/AH dated 26/9/87 Commencement Certificate No. 8th July, 1987 has been duly issued by the Bombay Municipal Corporation.
- h) The Builders have entered into a standard agreement with the architect Sapre & Associates and the structural engineers E.D'Souza & Associates.
- i) Under the said Agreement for sale dated 30th August, 1979, the Builders are entitled to sell on ownership basis flats/parking spaces/shops/garages in the said building to be constructed on the said property.
- j) The Builders intent to sell on ownership basis flats/car parking spaces and garages and other premises in the said building to be constructed on the said property.
- k) The Purchaser/s has seen the plan of the said property showing the location of the said building as also the plans in respect of the said building.
- l) At the request of the Purchaser/s, the Builders have agreed to allot on ownership basis flat No.....^{4th}..... on.....^{4th}..... floor Car Parking space/garages bearing No..... on Ground floor in the said building, being constructed on the said property.
- m) The Flat Purchaser/s has/have demanded from the Builders and the Builders have given inspection to the Flat Purchaser/s of all the documents of title relating to the said land, the said order, the said agreement and the payment receipts, plans and designs and the specifications prepared by the Builders' Architect and/or such other documents as specified under the Maharashtra Ownership Flat Act, 1963 and the rules made thereunder.
- n) Copies of the certificate on title issued by the Attorney-at-law of the Builders, copies of the property card or extracts 7/12 extracts or any other relevant records showing the nature of title of the original vendors and the Builders to the said property on which the Builders are constructing buildings and the copies

of plans and specifications of the flat agreed to be purchased by the purchaser approved by the Bombay Municipal Corporation have been annexed thereto as Annexure "A", "B" & "C" respectively.

- o) The Builders have accordingly commenced construction of the said buildings in accordance with the said plans.
- p) The Builders will enter into separate agreement for sale with several other persons and parties for sale of the flats/units/car parking space in the said building.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- (1). The Builders shall construct the said building consisting of ground floor and upper floors on the said property in accordance with the plans, designs, specifications approved by the Bombay Municipal Corporation and which have been seen and approved by the flat Purchaser/s.

- (2). The Purchaser has seen the building plans as also the particulars of the specifications, in accordance with the said building is to be constructed. The Builders will be entitled to make such changes in the building plans (including change of users of the area therein) as the builders may from time to time determine and as may be approved by the Municipal Corporation of Greater Bombay and other Concerned Authorities and the Purchaser hereby agrees to the same. This shall operate as an Irrevocable consent of the Purchaser to the Builders carrying out such changes in the Building Plans. The said building will be constructed in accordance with specifications mentioned in the Second Schedule hereunder written: IT IS, HOWEVER, EXPRESSLY AGREED by the Builders that the Builders shall obtain prior consent in the writing of the Purchaser in respect of any variations or modifications which may adversely affect the said premises agreed to be purchased by the Purchaser as hereinafter stated.

- (3) The Purchaser has prior to the execution of this Agreement satisfied himself/her self/themselves about the title of the Builders to the said property and the Purchaser shall not be entitled to further investigate the title of the Builders to the same or to their

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right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. A copy of certificate of title issued by Advocate & Solicitors is annexed and marked as Exhibit 'A' hereto. The Purchaser shall purchase the premises hereinafter mentioned on the basis of the said certificate.

(4) The Builders shall sell and the Purchaser shall purchase

Flat No. ^{4th} 42 on floor,

car Park No..... in the said Building.

(5) The Carpet area of the said premises isSq.ft. inclusive of the Balcony. The common areas and facilities for the said Building limited common areas and facilities for the said premises and percentage of undivided interest in the common areas and facilities appertaining to the said premises as particulars given in the statement hereto annexed as Annexure 'C'. The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being change in Building plan.

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(6) The purchaser shall pay to the Builders the sum of Rs. ^{6.70.000/-} 6,70,000/- (Rupees..... only) as the purchase price in respect of the said premises.

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The purchase price of Rs...../- is inclusive of Rs...../- being the proportionate prices of common areas and facilities of the said building. The said purchase price shall be paid by the Purchaser to the Builders in accordance with the instalments as under:-

(a) Rs. ^{2.50.000/-} 2,50,000/- as a earnest money on the execution of this agreement.

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(b) Rs...../- on the completion of the plinth of the said Building.

(c) Rs...../- on the commencement of the Slab work of the said Building.

(d) Rs...../- on commencement of the Brick work of the said building.

(e) Rs...../- on the commencement of the Tiling work of the Said Building.

(f) Rs...../- on commencement of window and door work of the said Building.

(g) Rs...../-

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Contd.....6/-

(g) Rs. 4,20,000/- ^{:- 6 :-} *for the family members only*
flat/car Parking/ against the

execution of Deed of Conveyance
as mentioned in Clause 11 hereof.

It is specifically agreed that the apportionment
of Rs...../- (Rupees

.....) as proportionate price of common
amenities is not subject to change, even if the
percentage of individual Share of the said premises
in the common areas and facilities increases or
decreases the intent of parties being that the said
premises are sold to and purchased by the purchaser
with all the apartment rights for minimum price of
Rs...../- (Rupees.....

.....only).

7. IT IS HEREBY EXPRESSLY AGREED that the time
for payment of each of the aforesaid instalments
of the purchase price shall be the essence of
the contract.

In the event of Purchaser making any default in
payment of any one instalment of purchase price,
the Builders will be entitled to terminate this
Agreement and in that event all the monies paid hereunder
by the Purchaser shall be refunded to the Purchaser
by the Builders (But without any interest, compensation,
damages or costs) sixty days after the termination
of this Agreement and the Builders will be entitled
immediately after the termination of this Agreement
to sell and or dispose off the Said premises in
favour of third party and the purchaser herein
will have no right to object to such sale/disposal of
the said premises by the Builders.

8. Without prejudice to the above the Builders' other
rights under this Agreement and/or in law the
Purchaser shall be liable to pay to Builders interest
at the rate of 21% per annum on all amount
due under this Agreement, if such amount remain
unpaid for seven days' or more after becoming due.

9. The Builders Agreed give possession of the said
premises to the Purchaser on or before the.....
subject to availability of cement, steel, water for

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construction or other building materials and subject to strike, civil commotion or any Act of God such as earthquake, flood or any other natural calamities and act of enemy or other cause beyond the control of the Builders. Possession of the said premises will be given to the Purchaser only on the execution of the Deed of Conveyance of the said property in favour of the Co-operative Housing Society to be formed for the said property as hereinafter mentioned or on the execution of the Deed of Conveyance in respect of the said premises in favour of the Purchaser. If the Builder shall fail to give possession of the said premises to the Purchaser on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchaser to terminate this Agreement in which event the Builder shall forth-with on demand refund to the Purchaser all the money paid by the Purchaser to the Builder herein together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Builder and until such amount is refunded such amount and interest shall be a charge on the said property together with construction (if any) thereon to the extent of amount due to the purchaser. Provisions of this Clause shall be subject to what is provided in Section 8 of the Maharashtra Ownership Flat Act 1963.

10. Nothing contained in this Agreement, shall be construed so as to confer upon the purchaser any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof or the said premises, such conformant shall take place only upon a Co-operative Housing Society being formed by the Purchasers of different premises in the said building and on execution of the Deed of Conveyance in favour of such Co-operative Housing Society or/on the execution of the Deed of Conveyance as hereinafter stated. Possession of the said Building shall be handed over by the Builders to the Co-operative Housing Society on the execution of Deed of Conveyance as aforesaid, and the Co-operative Housing Society shall thereafter put the Purchaser in possession of the said premises.
11. The Purchaser shall have no claim save and except

in respect of the premises agreed to be purchased by him/her/them. All open spaces, lobbies, terrace flats, etc. will remain the property of the Builders until the whole building is transferred to proposed Co-operative Housing Society as hereinafter mentioned or on the execution of the Deed of Conveyance but subject to the rights of the Builders as hereinafter stated.

12. IT IS HEREBY EXPRESSLY AGREED THAT THE Builders shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or commercial user shoppes, consulting rooms, Banks, stalls or any non-residential user as may be permitted by the Municipal Corporation and/or any other use that may be permitted by the Municipal Corporation of Greater Bombay and other Authorities and the Purchaser shall not object to the use of the premises for the aforesaid purpose by the respective purchaser thereof.

13. The Purchaser shall be entitled to use the said premises or any part thereof for residence/office/show-room/shop/godown and/or for carrying on any business as may be permitted by the Concerned Authorities. Similarly, the Builders shall be entitled to sell other flats, shops in the said Building and/or other premises therein for residence/office/show-room/shop/godown and/or for carrying on any business as may be permitted by the Concerned Authorities. The Purchaser herein shall not object to such user by the Purchasers of the other premises. The Purchasers shall use garage or parking space only for the purpose of keeping or parking his/her/their own vehicle.

14. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said multistoreyed Building shall always belong to the Builders and they shall be entitled to deal with the disposed of the same in such manner as they may deem fit. In the event of the Builders obtaining permission from the Municipal Corporation of Greater Bombay for construction of

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any type of premises on the terrace; then the Builders shall be entitled to dispose off such premises constructed by them on the terrace together with the terrace to such person at such rate and on such terms as the Builders may deem fit. The Builders shall be entitled in that event to allot the entire terrace to the Purchaser of such premises constructed on the terrace. The Co-operative Housing Society that may be formed by the Purchasers of premises in the said Building shall admit as its members the Purchasers of premises that may be constructed on the terrace along with the terrace. In the event of any water storage tank for the Building being constructed on the terrace then the Co-operative Housing Society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the tank at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of the premises on the terrace and the Co-operative Housing Society as the case may be.

15. Until the execution of the Deed of Conveyance in favour of the proposed Co-operative Housing Society or until the execution of the Deed of Conveyance as hereinafter mentioned the Builders shall have a right, if so permitted by the Municipal Corporation of Greater Bombay to make additions to the said building now under construction and to put up additional storeys on the said building which shall be the property of the Builders and the Builders will be entitled to dispose off the same in such manner as they may deem fit. Similarly, until, the execution of the Deed of Conveyance in favour of the proposed Co-operative Housing Society or the execution of the Deed of Apartment the Builders shall if so permitted by the Municipal Corporation of Greater Bombay be entitled to construct additional structure or structures on the said property and to dispose off the premises in such additional structures in such manner as the Builders may deem fit. In the event of the Builders constructing additional storeys on the said property, the Purchasers of the premises in all he structures on the said property shall form a common Co-operative Housing Society. It is expressly agreed and confirmed by the Purchaser that the right of the Builders to construct additional structures on the said property

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or to put up additional floors on the Building now under construction is an integral part of this contract for sale of the said premises to the Purchaser and the Purchaser will not in any manner object to the Builder constructing such additional structures or carrying out any additional construction work on the said building now under construction. The Purchaser hereby give his irrevocable consent to the Builders carrying out construction of additional storeys and additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the plans as may be approved by Municipal Corporation of Greater Bombay.

16. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said premises agreed to be purchased by the Purchaser, the Builders shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their rights, title or interest in the said property or in the building to be constructed by the Builders. The mortgage or any other encumbrances created by the Builders, shall be cleared by the Builders on his own prior to giving possession of the said premises to the Co-operative Housing Society.

17. As soon as the said building is notified by the Builders as complete each of the Purchasers of the Premises (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said building. If any of the Purchasers fail to pay the arrears inspite of the notice the Builders will be entitled to terminate the Agreement with such Purchaser and thereupon all the money paid by the Purchaser to the Builders in respect of the premises agreed to be purchased him/her/them within sixty days of such termination be refunded by the Builders to the Purchaser.

18. The Building shall be constructed and completed in accordance with the plans and specifications

as approved by the Municipal Corporation of Greater Bombay with such modifications thereto as may be made by the Builders as hereinabove set out and if any defect in the said Building or materials used or if any unauthorised change in the constructions is brought to the notice of the Builders within a period of 3 year's from the date of handing over the possession of the said premises to the Purchaser, it shall wherever possible be rectified by the Builders without further charge to the persons who have purchased premises in the said Building and in other cases the Purchasers of flats shall be entitled to receive reasonable compensation for such defect or change from the Builders. In case there shall be any dispute as regards any defect in the building Complex or materials used or any unauthorised change in the construction, or as to whether it is reasonably possible for the Builders to rectify any such defect or change or as regards the amount of reasonable compensation payable in respect of such defect or change which cannot be or is not rectified by the Builder the matter shall within a period of 3 years from the date of handing over possession of the same be referred to the decision of the Authority specified in sub-section (2) of Section '7' of the Maharashtra Ownership Flats Act, 1963.

19. The Builders shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser.

20. Subject to what is staged hereinafter in Clause '27' hereof the Builders shall execute in favour of the Co-operative Housing Society to be formed by the purchasers of the premises in the said building as also in the additional structures that may be constructed by the Builders, Deed of Conveyance in respect of the said property described in the First Schedule hereunder written and all the structures constructed thereon.

21. Commencing from the date the Builders obtain completion/ Part occupation certificate for the said building and

so long as the premises in the said building shall not be separately assessed for Municipal Property Taxes, Water rates and outgoings, the Purchaser shall pay to the Builders Rs. every month towards his/her/their share of Municipal taxes, water tax and other outgoings mentioned in the Third Schedule hereunder written assessed on the whole building such proportion to be on the basis of area of the premises to be purchased by the Purchaser.

22. The Purchaser shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Bombay, B.E.S.T. Undertaking and other Authorities and local bodies and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

23. The Purchaser hereby agreed to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the assence of the Contract. Further, the Builders are not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount on the respective due dates.

24. The Purchaser hereby covenant with the Builders to pay the amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builders indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Builders. The Purchaser also agrees and undertakes to give all the facilities to the Builders to carry out additional construction work on the Building now under construction and/or construct additional structures on the said property.

25. The Purchaser hereby agrees and undertakes that

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on the Builders deciding to form a Co-operative Housing Society of the Purchasers of premises then in that event the purchaser shall become a Member of such Co-operative Housing Society in the manner hereinafter appearing AND ALSO from time to time to sign and execute the Application for the Registration and other papers and documents necessary for the formation and the registration of the Company including the Memorandum and Articles of Association of the proposed Co-operative Housing Society and duly fill in sign and return within ten days of the same being forwarded by the Builders. No Objection shall be raised to the draft Memorandum and Articles of Association as may be required by the Registrar of Companies or other concerned Authority. The Purchaser shall be bound from time to time sign all papers and him/her/them to do all the acts from time to time for safeguarding the interest of the Builders and other Purchaser of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement in so fact to come to an end. The Purchaser shall ensure that as and when the Builders shall so require the Co-operative Housing Society pass the necessary resolution confirming the rights of the Builders to carry out additional construction work on the said Building as also to construct additional structures on the said property.

26. The Purchaser hereby agrees that the in the event of any amount becoming payable by way of premium to the Municipality or to the State Government or any amount becoming payable by way of betterment charges or development taxes or any other payment of similar nature in respect of the said property described in the First Schedule hereunder written and/or the structure or structures to be constructed thereon, the same shall be reimbursed by the Purchaser to the Builders in the proportion in which the area of the said premises shall bear to the total area of all the premises in the said building.

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27. Without prejudice to the right of the Builders to require the Purchaser of premises to form themselves into a Co-operative Housing Society and to transfer

the building to such Co-operative Housing Society as provided in this Agreement the Builders shall also have right to submit the Building and the said property (including additional structures that may be constructed thereon) to the provisions of the Maharashtra Apartment Ownership Act,1970 and to require the Purchasers of the premiss to form themselves into an Association of Apartment Owners being a Condominium as contemplated under the provisions of the Maharashtra Apartment Ownership Act, 1970 and rules framed thereunder. In the event of the Builders determining that the Purchasers of premises should form themselves into an Association of Apartment Owners as contemplated by the said Act, all the Purchasers of the premises shall sign such declaration Agreements, papers and deeds of undertaking as may be required to be signed and executed for enabling the Builders to form such an Association under provisions of the said Act. The Purchaser of Premises shall agree to abide by the Rules and Bye-laws of the Condominium as may be prescribed under provisions of the said Act from time to time. In order to enable the Builders to form such Association the Purchaser shall give such particulars about himself/herself/themselves as may be required. In that event the Builders will execute Deed of Apartment in favour of each Purchaser of premises separately conveying the Apartment and the Proportionate undivided right/share in the common area or limited facilities unto the Purchasers of premises.

28. The Purchaser/s shall on demand deposit with the Builders a sum of Rs. 200/- (Rupees two hundred only) towards the installation of Electric meter and/or any other deposit to be paid by the Builders to the B.S.E.S. or M.S.E.B and/or any other authority or body concerned. The purchaser shall on the execution of this Agreement deposit with the Builders a sum of Rs. 251/- (Rupees two hundred fifty one only) towards the share and entrance fees of Co-operative Housing Society. In the event of any additional amount becoming payable in respect of the aforesaid items the Purchaser shall forthwith on demand pay the same to the Builders.

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29. The Purchasers shall at the time of payment of the instalment mentioned in Clause 6(9) hereof pay to the Builders a sum of Rs.5000/- (Rupees five thousand only) to be held by the Builders as deposit without interest and the Builders shall be entitled to utilise moneys from such deposit towards payments of Municipal taxes Lease rent and other outgoings in the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him/her/them. After the Co-operative Housing Society as aforesaid shall have been formed and building shall have been transferred and/or. Conveyed to the Company as aforesaid, the Builders shall handover the said deposit or the balance thereof to such co-operative Housing Society. If the property shall have been submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970, the said deposit shall be handed over to the Association of Apartment Owners.
30. Any Co-operative Housing Society formed of Purchasers of premises in the said building shall begin its name with "MINAL" and the building shall be known as " MINAL APPARTMENT " and that name will no be changed under any circumstances without obtaining written permission of the builders.
31. The Purchaser shall not without the written permission of the Builders let, sub-let,sell, convey, charge or in any way encumber or deal with or dispose his/her/their premises nor assign, underlet or part with his/her/their interest under or benefit of this Agreement or any part thereof or in the said premises until the execution of Deed of Conveyance in favour of the Co-operative Housing Society formed by the Purchasers of premises or execution of the Deed of Apartment in respect of the said premises and till the Purchaser shall have paid to the Builders all money payable to the Builders.

32. The Purchaser shall permit the Builders and their surveyors and agents with and without workmen and others at all reasonable time to enter upon his/her/their premises or any part thereof for the purpose of repairing

any part of the building and or cables, water covers, fittings, wires, structures and other convenience belonging to or serving 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 and/or similar purpose and also for the purpose of cutting off the water supply to the premises or any other premises in the building in respect whereof the Purchasers of the occupiers of such other premises as the case may be shall have committed default in paying his/her/their share of the water tax and/or other outgoings and the electric charges.

33. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building is required to be carried out by the Government, Municipality or any other statutory, authority, the same shall be carried out by the Purchaser of premises in the building at his/her/their own costs and the Builders shall not be in any manner liable or responsible for the same.

34. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any Insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or likely to cause nuisance or annoyance to occupiers of the other premises in the Building.

35. After all the structure that may be constructed by the Builders on the said property are complete and ready and fit for occupation and after the Co-operative Housing Society as aforesaid is registered and only after the all the premises in all the structures that may be constructed have been sold and disposed off by the Builders and the Builders have received all dues Payable to them under the terms of the Agreement with various Purchasers of premises the Builders shall execute and/or cause to be executed by the persons concerned Deed of Conveyance in respect of the said property and all the structures constructed thereon in favour of the said Co-operative

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Housing Society or execute or cause to be executed separate Deed of Apartment in respect of each premises, as hereinabove provided. Until the execution of the Deed of Conveyance or the Deed of Apartment as aforesaid the possession of the said property and all the structures thereon shall be deemed to be of the Builders.

36. In the event of the Co-operative Housing Society being formed and registered before the sale and disposal by the Builders of all the premises in the said building as also the completion of construction of additional structure and sale and disposal of the premises in such additional structures the powers and authority of the Co-operative Housing Society so formed or of the Purchaser therein and other purchasers of premises shall be subject to the over all power of the Builders in any of the matters concerning the building, the construction and completion thereof as also of additional structure and all amenities pertaining to the same and in particular the Builders shall have absolute authority and control as regards any unsold premises and the disposal thereof.

37. The Purchaser shall at the time of making payment of the instalment mentioned in Clause 6(j) deposit with the Builders the following amounts:

- i) Rs.1000/- for legal charges
- ii) Rs. 251/- for share money, application entrance fee of Co-operative Housing Society.
- iii) Rs. 500/- for formation and registration of the Co-operative Housing Society.
- iv) Rs. 200/- for payment to B.S.E.S. Ltd, Bombay for providing separate electric meter in the premises sold to the purchaser.
- v) Rs.5000/- for proportionate share of taxes and other charges.

Total... Rs.6951/-

The Builder shall utilise the sum of Rs.1500/- (Rupees One thousand five hundred only) paid by the Purchaser to the Builders for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builders in connection with the formation of the said Co-operative Housing Society preparing its rules, regulations and bye-laws

and the cost of preparing and engrossing this agreement and the Conveyance or assignment of lease. In case there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to the Builders his/her/ their proportionate share to make up such deficit.

38. The Deed of Conveyance and other documents for transferring the title shall be prepared by M/s. Rajesh & Co., and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said property.

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

40. The Builders shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said building of which the aforesaid premises form part and the Purchaser shall have no right to require the enforcement thereof or any of them at any time. The Purchaser herein shall agree to exercise by the Purchaser under such Agreement of his/her/their rights under the same.

41. The Purchaser himself/herself/themselves with intention to bind all persons into whosever hands the said premises may come, doth hereby covenant with the Builder as follows:-

a) To maintain the said premises at Purchaser's cost in good tenable repair and condition from the date of possession of the said premises is taken and shall not do suffer to be done anything in or to the Building in which the said premises is situated, staircase or any passages which may be against the rules, Regulations or Bye-Laws of the concerned local or any other authority or change alter or make addition in or to the building in which the said premises

is situated and the said premises itself or any part thereof.

b) Not to store in the said premises any 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 said premises are situated or storing of which good is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to stair cases, common passages or any other structure of the building in which the said premises are situated, including entrances of the building in which the said premises are situated and in case any damage is caused to the Building in which the said premises are situated on the said premises on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

c) To carry at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Builders to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the said premises are situated or the said premises which may be forbidden by 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 Purchaser shall 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 be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the Building in which the said premises are situated and shall keep the portion, sewers, drains pipes in the said premises 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 said premises are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Parts or other structural members in the said premises without the prior written permission of the Builder and/or the Co-operative Housing Society. In case on account of any alterations being carried out by the Purchasers in the said premises (whether such alterations are permitted by the concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage or water and damage to the drains the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages)).

e) Not to throw dirty rubbish, rags, garbage or other refuses or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises are situated.

f) Pay to the Builder within 7 days of demand by the Builders, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the said premises are situated.

g) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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 said premises by the Purchaser.

h) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's Interest or benefit factor of this Agreement or the said premises of part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Builder

under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of the Builders for the purpose, such transfer shall be only in favour of the Transferee as may be approved by the Builders.

1) The Purchaser shall observe and perform all the Rules and Regulations which the Co-operative Housing Society may adopt at its inspection and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Co-operative Housing Society regarding the occupation and use of the said premises 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.

j) Till Deed of conveyance of building in which the said premises are situated is executed or till the Deed of Conveyance is respect of the said premises is executed the Purchaser shall permit the Builders and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (Including in the Recitals thereof).

42. Letters, receipts and/or notices issued by the Builders despatched under Certificate of Posting to the address known to them of Purchaser will be sufficient proof

of receipt of the same by the Purchaser and shall complete and effectively discharge the Builders.

43. If the Purchaser neglects, omits or fails to pay for any reason whatsoever to the Builders any part of the amount due and payable to the Builder under the terms and conditions of this Agreement (Whether before or after the delivery of the Possession) within the time hereinafter specified or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Builders shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The Purchaser therein agrees that on the Builders re-entry on the premises as aforesaid all the right, title and interest of and purchaser in the said premises and under this Agreement shall cease and Purchaser shall also be liable for immediate ejectment as a trespassers. The Purchaser shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Purchaser (Except the outgoings apportionable to the said premises till the date of such terminations) shall sixty days after such termination be refunded by the Builders to the Purchaser.

44. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or the Association of Apartment Purchasers as contemplated by the provision of the Maharashtra Apartments Ownership Act, 1970 as the case may be as well as the costs preparation, engrossing stamping and registering this Agreement, Deed of Conveyance and any other documents, required to be exercised by the Builders or by the Purchaser, Stamp and registration charges in respect of such documents transferring land and building in favour of such Society or of Deed of Conveyance in respect of premises as well as the entire professional costs of the Advocates and Solicitors of the Builders in preparing and approving all such documents shall be borne by the Co-operative Housing Society or proportionately by the Members

of such Co-operative Housing Society or by the such Apartment Owners. The Builders shall not contribute anything towards such expenses. The Proportionate shares, costs, charges and expenses payable by the Purchasers shall be paid by him/his/them immediately on demand.

45. The Purchaser shall lodge this Agreement with the Sub-Registrar of Assurance at Bombay and intimate to the Builders the particulars of the number under which the Agreement is lodged for Registration.

46. The Purchaser hereby agrees to pay brokerage at the rate of 2% to Mr. *M.H. K...* on the execution of this Agreement and the Builder shall pay brokerage at there the rate of 2% on the purchase price herein mentioned to Mr. *.....*

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground with the messages, tenement or dwelling houses standing thereon situate laying and being at Juhu Road, Santacruz, Village Danda in the Registration Sub-District Bandra, District Bombay Suburban Containing by admeasurement 1,000 Square Yards equivalent to 836.13 Sq.mts. or thereabouts and bearing final Plot No.34 of Santacruz Town Planning Scheme II and bearing Municipal No.15 of Santacruz of Bandra Municipality No.1 and Bounded as follows:

that is to say on or towards the East by the remaining portion of the said Plot No.34 if the said Scheme, on or towards the South by Plot No.38 of the said Scheme and on or towards the North by Juhu Road.

A-2


[Signature]

Signed Sealed & Delivered by the withinnamed Builders

M/s. Gundecha Builders in the Presence of

For Gundecha Builders

Partner,

For Nela Namelanda

Partner & Legal Guardian

Signed Sealed & Delivered by the withinnamed Purchaser. MT.S.S. N.F. & U. HANU (HANU.DA... C.D.U. MR. HANUHANU HANUHANU.DA)


In the presence of
.....
.....

Received of and from the withinnamed Purchaser the sum of Rs. 2,50,000/- (Rupees. Two Lacs Fifty Thousand only by Chaque No. 0959583 of Oriental Bank of Campanere to be by him/her/them paid to us.

2,50,000/-

Witness.

We say received.

For Gundecha Builders

Partner,

Rajesh & Company
Advocates & Solicitors

510, Gundecha Chambers,
Nagindas Master Road,
Fort, Bombay-400 023.
Phone: 271746, 271687

RAJESH SHAH
Solicitor

ANNEXURE-A

TO WHOMSOEVER IT MAY CONCERN

Sub: Sale of property at Juhu Road, Sandacruz Village
Danda bearing Final Plot No.34 under Town Planning
Scheme II and bearing Municipal No. 15 in the Registration
Sub District Bandra of Santacruz Municipality No.1
admeasuring 836.13 sq.meters or thereabouts.

Ramesh Chhotalal Shah & Anr.

to

Gundecha Builders.

THIS IS TO CERTIFY we have caused the search
to be taken in the office of Sub-Registrar of Assurances
at Bombay and Bandra and in public records and have
also perused the title deeds in respect of the aforesaid
property to investigate the title of the Vendors to the
above property. In our opinion the title of the Vendors
to the above property is marketable and free from all
encumbrances.

Dated this 14th day of December, 1988.

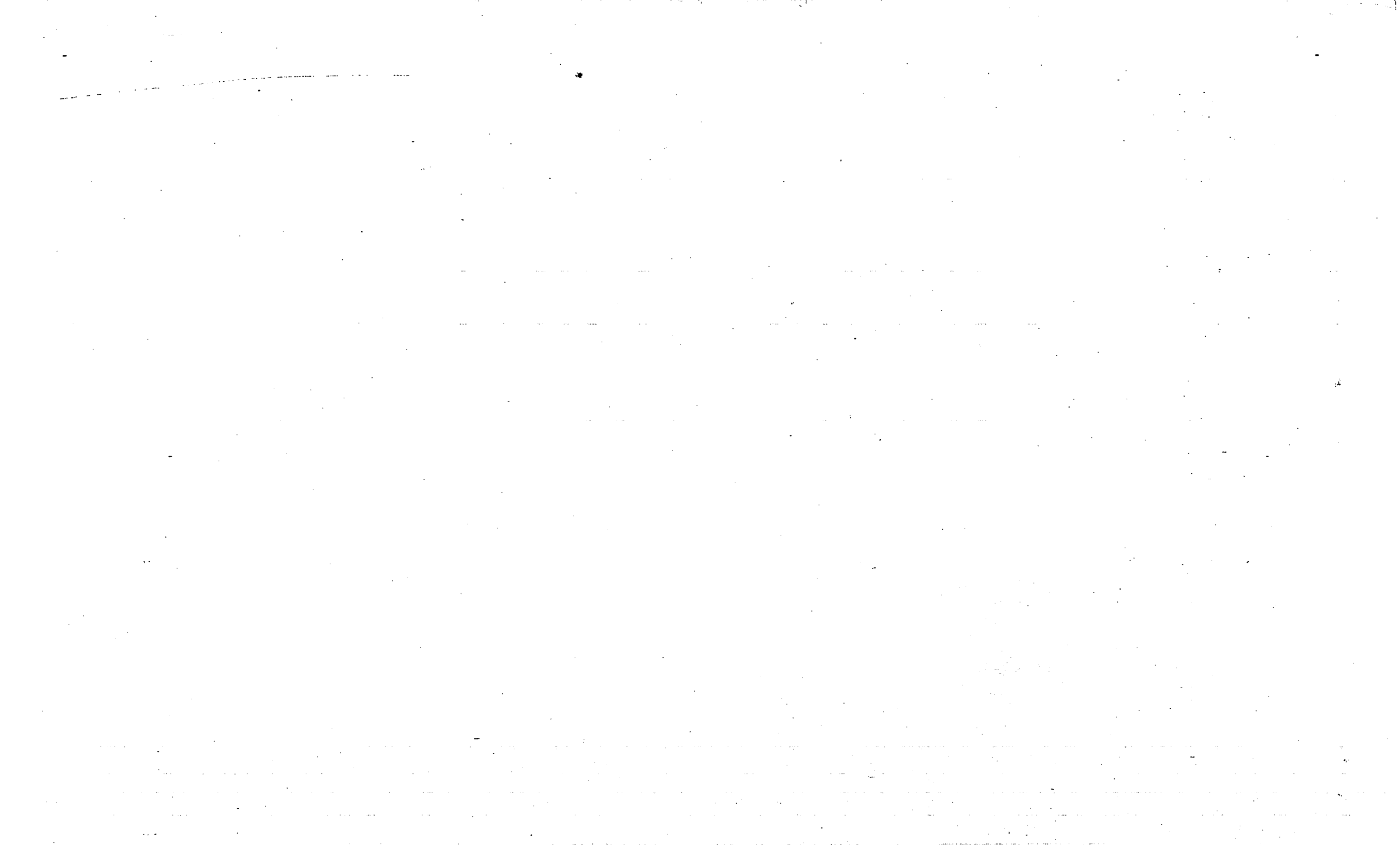
lved.

For RAJESH & CO.

A 3



Proprietor
(RAJESH SHAH).

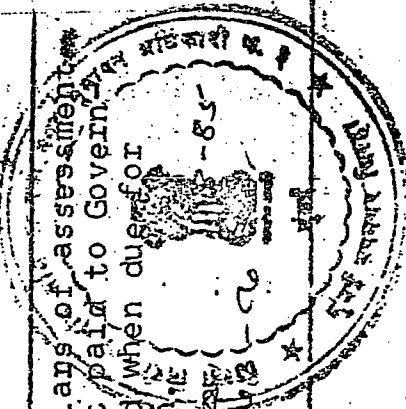


ANNEXURE - B

EXTRACT FROM THE PROPERTY REGISTER CARD

City Survey : **आंधरी व** Taluka: **Andheri, Dist. B.S.D.**

City Survey Number 6/43	Area Sq. Mts. ८३६.७	Tenure C	Particulars of assessment for, rent paid to Government and when due for revision मि. नं. ६६७४
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Assessment :
Holder in 1945 :
Origin of the title :
(So far as treated :

Lessee :
Other encumbrances :
Other remarks :

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation
२-६-६६	चंपा बेनमयान ना. २०-२-६५ अफी/डि. नं. २०-२-६५ नार सोनी ना. ३	२-१६	(H) १) रमेशचंद्र खोराणा अफ. २) सुभाष खोराणा अफ.	रमेश नं. २५६७ न. २५६७
२-६-६६	डि. नं. २०-२-६५ मनीकाचे बाव कमी	२-१६	-	रमेश नं. २५६७ २-६-६६ न. २५६७
२-६-६६	डि. नं. २०-२-६५ संयम कंपनी ना. ३०-५-६५	२-१६	-	रमेश नं. २५६७
२-६-६६	डि. नं. २०-२-६५ पदमाकेनचे बाव कमी	२-१६	-	रमेश नं. २५६७
२-६-६६	डि. नं. २६-५-६६ शोभा कंपनी ना. २६-५-६६	२-१६	-	रमेश नं. २५६७
२-६-६६	डि. नं. २६-५-६६ रजनी कामची बाव कमी	२-१६	-	रमेश नं. २५६७
२-६-६६	डि. नं. २६-५-६६ आबाबा केनचे बाव कमी	२-१६	-	रमेश नं. २५६७

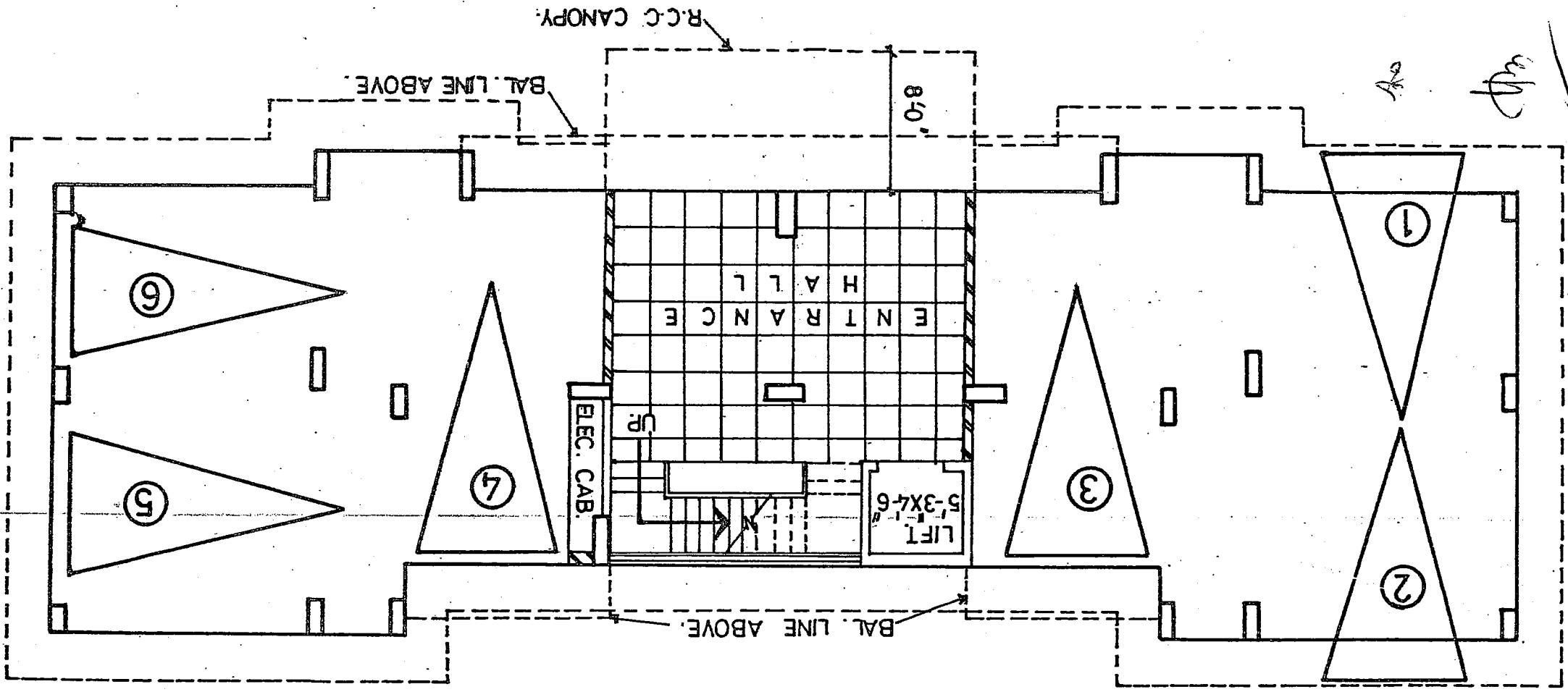
(Handwritten signature)

PROPOSED BUILDING ON PLOT NO. 34,
C.T.S. NO. G-93.1-P.S. II AT JUHU ROAD,
SANTACRUZ (WEST), BOMBAY-54.

STILT FLOOR PLAN

STILT NO. ON GROUND FLOOR.

MEENAL APARTMENT

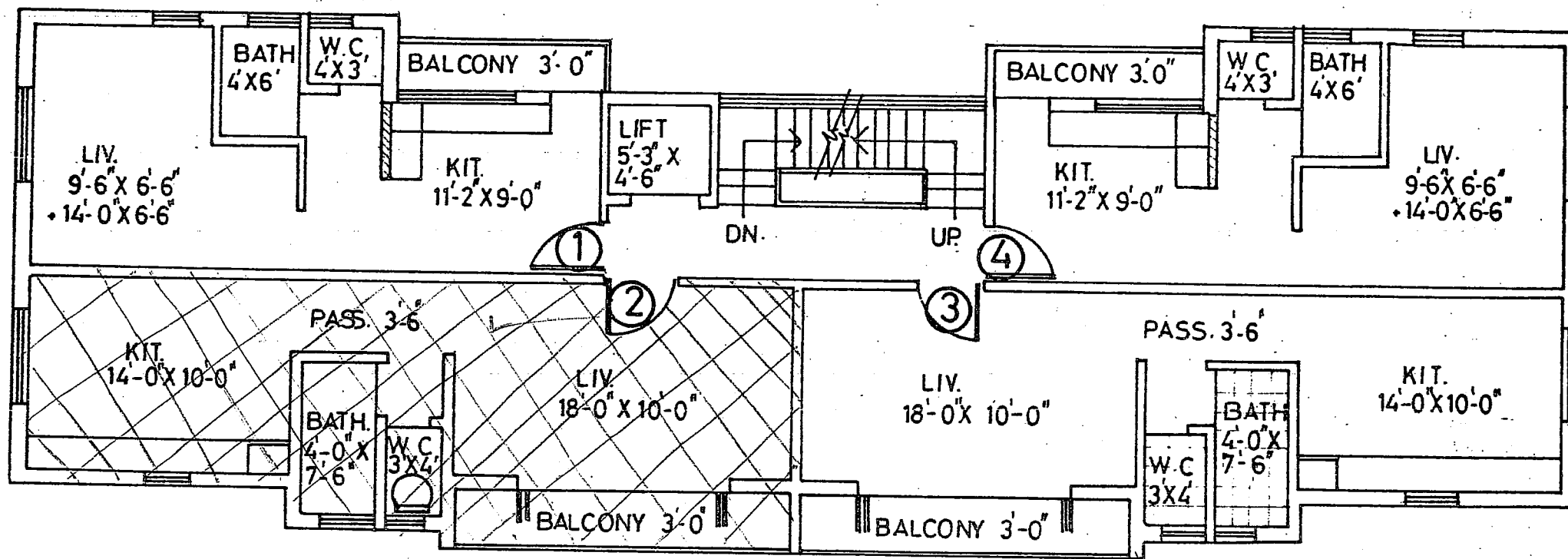


ANNEX-C

Handwritten notes in Devanagari script, including a signature and various annotations.

ANNEX-C

90'-0" WIDE JUHU ROAD.



MEENAL APPARTMENT.

typical floor plan.

AKK *thm*


PROPOSED BUILDING ON PLOT NO.34,
C.T.S. NO. G-93, T P S II, JUHU ROAD,
SANTACRUZ. (WEST)

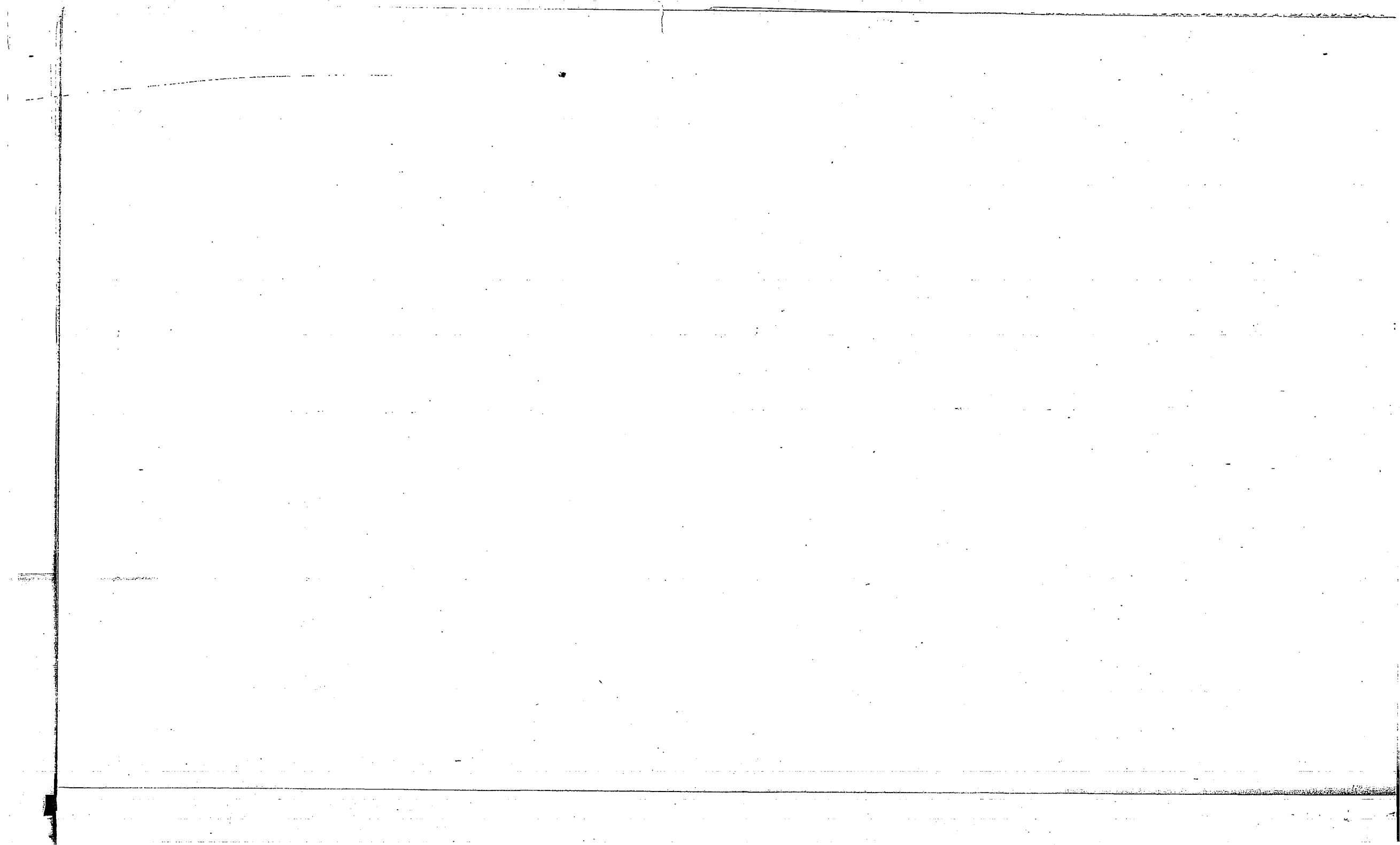
FLAT NO.	ON	FLOOR	FLAT NO.	CARPET AREAS	% OF WASTAGE ON COMMON AREA.
1	4 th		1	361.00 SQ FT.	8.78%
2			2	457.00 "	"
3			3	457.00 "	"
4			4	361.00 "	"

ANNEXURE 'D'

AMENITIES to be provided in flats in MINAL APARTMENTS.

1. Marble flooring with 4'skirting in all rooms and balconies
2. Bathroom with colour glazed tiles dado upto 6' x 0" high.
3. Granite kitchen within raised platform and with colour Glazed tiles dado.
4. Teak wood doors and windows for all rooms with ironoxide and aluminium fittings, front doors to be french polished fitted with a Night Latch, lock, and peep hole.
5. Concealed electric work with copper wiring as follows:
 - (i) Hall: Three light points, one fan and one domestic point.
 - (ii) Bedroom: two light points and one fan point.
 - (iii) Kitchen: two light points.
 - (iv) Bathroom & W.C. : one point each.
 - (v) Balcony : one light point.
6. Underground and overhead water tank.
7. Other facilities: Wash basin-18" x 11", one mirror over wash basin, Shower for every bathroom, one Boiler for each flat.
8. Building shall be constructed with quality material in R.C.C. work as per elevation given by Architect.
9. Compound wall, gates and lights will be provided.
10. Plumbing shall be of cromium fittings.
11. Intercom connection shall be provided to each flat controlled by Ground floor office,
12. Television point with conduit and wiring shall be provided with common Antenna.
13. Marble shall be provided in the Ground floor entrance lobby with decoration.
14. Proper Lift arrangement shall be provided.
15. In side all the walls will be painted with Plastic of Flat, paint.

AS 



APPLICATION FORM

To

The Chief Promoter/Chairman,

_____ Co-operative Housing Society Ltd.

_____ (Proposed/Registered).

Sir/Madam,

I, the undersigned, Shri/Smt. _____

_____ hereby request you to admit

me a Co-partner/Co-owner Tenant Member of your society.

My particulars are given below :

(1) Age _____ years.

(2) Occupation _____

(3) Address _____

(4) Monthly income of the Applicant and of any other person on whom the applicant is dependant Rs. _____

I have gone through the proposed / Registered Bye Laws of your Society and the Rules and the Regulations thereunder and I undertake to abide by the same and with any modification that the Registrar may make in them.

I am remitting herewith Rs. 250/- towards the value of five fully paid up shares of Rs. 50/- each and Re. 1/- as admission fee.

I am prepared to contribute _____ percent of total cost of the land and construction of building thereon and the balance amount of which I expect to obtain as loan either from Government or any other Financing Agency from which the society may obtain loan. In the event of Society being unable to obtain to the extent of its expectation, I am prepared to contribute further amount towards the cost of land and construction as the society may require. I have paid Rs. _____ towards the cost of my flat.

I furnish my particulars, in form "E" under schedule III attached to the Bye-Laws as under :—

Sr. No.	Name of the Member	Particulars regarding residential building / building sites owned by him (in whole or in part) or by any other 'member of the family' staying with him.	Place where situated	Reason why it is necessary to have a house plot from the Society
1	2	3	4	5

Attested by :

Yours faithfully,

Chief Promoter :

Date :

(The "member of family" as defined in section 6 of the Maharashtra Co-operative Societies Act, 1960 for the purpose of section 8 of the Act includes Wife, Husband, Father, Mother, Grandfather, Grandmother, Step-father, Step-mother, Son, Daughter, Step-son, Step-daughter, Grand-son, Grand-daughter, Brother, Sister, Half-sister and Wife of Brother, or Half-Brother).

DATED THIS 27th DAY OF MARCH 1989

GUNDECHA BUILDERS

"ASHOKRAJ", S. VIROAD,
GOREGAON (WEST),
BOMBAY-400 062.

AND

MISS WILU MARCHANDA

CD-D. MR. HARSHKUMAR MARCHANDA

(PURCHASER)

AGREEMENT

FOR SALE OF

FLAT No. 42 ON 4th FLOOR

GARAGE No. --- ON GROUND FLOOR

STILT No. --- ON GROUND FLOOR

CAR PARKING SPACE No. --- IN COMPOUND

IN

MINAL APARTMENT

TRP. Plot No. 34, Juhu Road, Santacruz (West),
BOMBAY-400 054.

RAJESH & CO.

510, Gundecha Chambers,
Nagindas Master Road,
Fort, Bombay-400 023.