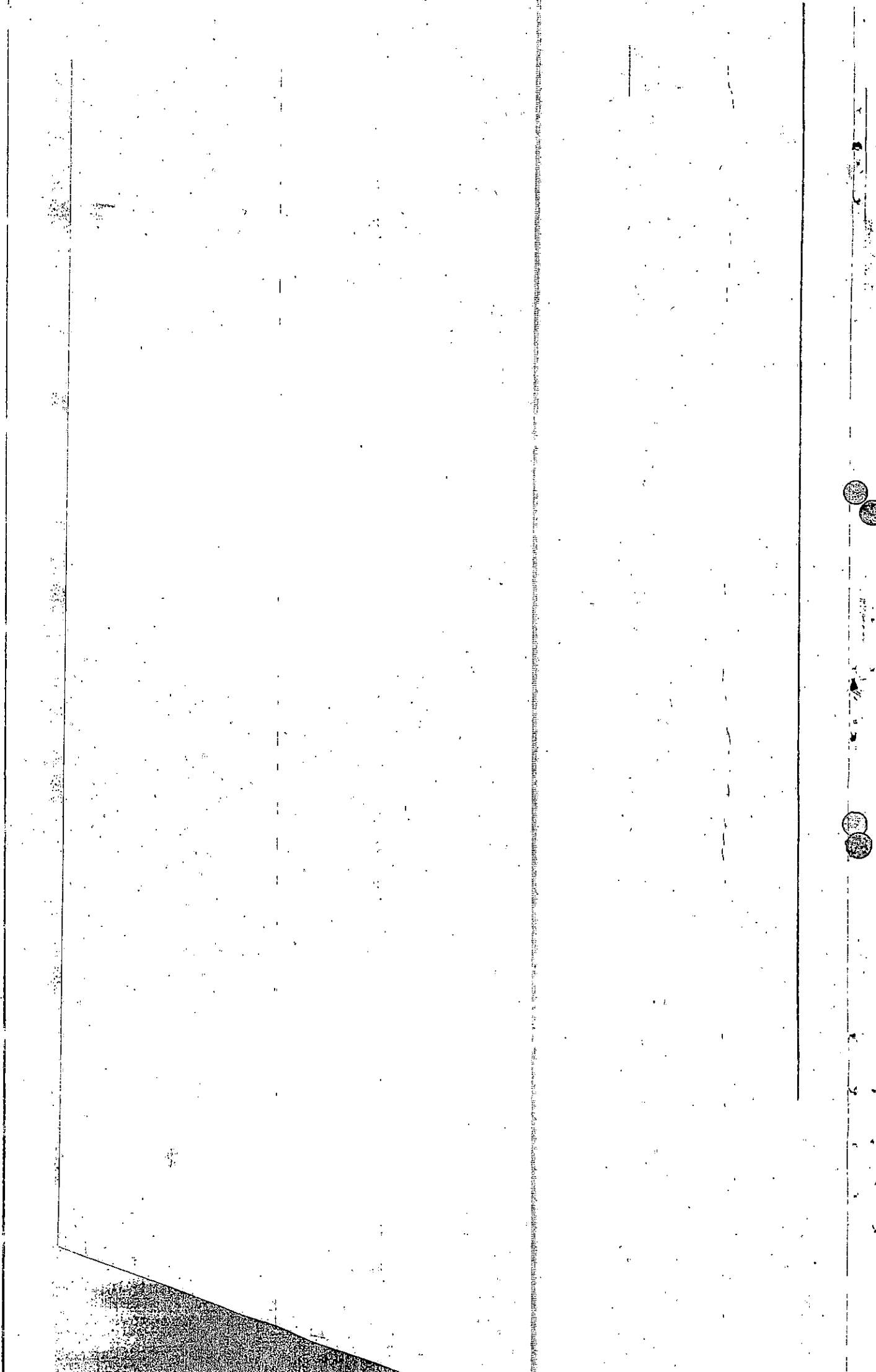


THE UNIVERSITY OF ALABAMA  
 ALBANY, ALABAMA 36830  
 PHONE (205) 887-2100  
 FAX (205) 887-2101

PROMOTERS  
 Home Development



दि. क्र. ३८६९, दि. ३२-६-६९  
वेश - मुद्रांक १६ म.

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ओळखचिन्ह क्रमांक  
ज्ञापन अनुक्रमांक

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Form code : 4

प्रपत्रांचे वर्णन : 30/01/2001

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\*\* H.G. DANGE \*\*

रीतसर मुद्रांकित केलेले

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N. RAVI CHANDRAN

याजकडून समासात लिहिल्या

प्रमाणे मुद्रांक शुल्कांचे मुल्य

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\*\* H.G. DANGE \*\*

रीतसर मुद्रांकित केलेले

दस्तऐवज मिळाले.

प्रापकाची

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डीए - १००६ - अप्रमकामं ७ - ६२ - ५.००० प्र./१०० पाने दोन प्रतीत - पीए

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इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.

४. (मुख्यांशाना अनुप्रमाणन)

पुस्तक फी.

दस्तावेज फी.

THIS AGREEMENT made at Bombay this 22<sup>nd</sup> day of FEB - 2001. BETWEEN M/S. HAPPY HOME DEVELOPERS, a Registered partnership firm, having its principal place of business at 101, Parekh Market, 39, Kennedy Bridge, Opera House, Bombay - 400 004 hereinafter referred to as "THE PROMOTER" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and deemed to include the said firm, its partner or partners for the time being, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns) of the ONE PART and

N. RAVI CHANDRAN.

residing/having its office at "B" Sheetal Regency, Flat No. 201, Sheetal Nagar, Misa Road (E), THANE - 401107. hereinafter referred to as "THE PURCHASER" (which expressions shall unless be repugnant to the context or meaning thereof mean and include, in the case of individual or individuals, such individual/his/her or their survivors and their respective heirs, executors and administrators, in the case of a firm be present partners thereof or survivor or survivors or their respective heirs, executors and administrators and in case of a company its successor or successors and permitted assigns) of the OTHER PART :

**WHEREAS:**

1. By Reclamation Lease dated 9<sup>th</sup> February, 1905 (hereinafter referred to as the First Lease) the Secretary of State for India in Council, therein and hereinafter called "the Lessor" in consideration of the rent and covenants therein reserved and contained

Rs 10650/- Ten thousand six hundred and fifty only  
 GENERAL STAMP OFFICE  
 TOWN HALL, FORT,  
 MUMBAI - 400 023.  
 MAH/50/2008  
 INDIAN  
 Rs 0010650  
 87983  
 MAHARASHTRA  
 30.1.2001  
 SPECIAL ADHESIVE  
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- demised unto Dinanath Harishchandra Navalkar (therein and hereinafter called "Dinanath") all that salt Marsh Land in the village of Mira and Bhayander then in Taluka Salsette and now in Taluka and District Thane (hereinafter for the sake of brevity referred to as "the land under the First Lease") and more particularly described in the Schedule thereunder written for the term of 999 years :
2. In the events that had happened the joint Hindu Family of Sundarrao Dinanath Navalkar (hereinafter called "Sundarrao") the only son of Dinanath become entitled to a portion of the said land under the First Lease which portion is hereinafter referred to as the First Land for the unexpired residue of the First Lease Upon and subject to the payment of the rent and observance of the terms and conditions therein contained.
  3. By another Reclamation Lease, dated 25th January 1915 (hereinafter referred to as the "Second Lease") the said Lessor in consideration of the rent and covenants therein reserved and contained demised unto the said Sundarrao all that salt Marsh Land in the village of Mira and Bhayander then in Taluka Salsette and now in Taluka and District of Thane (hereinafter for the sake of brevity referred to as "the Second Land") and more particularly described in the Schedule thereunder written for the term of 999 years.
  4. Out of the First Land and the Second Land Dr. Bholanath Sundarrao Navalkar (hereinafter referred to as "Dr. Bholanath") Miss Rashmi Bholanath Navalkar (hereinafter referred to as "Miss Rashmi") and Chandradatta Bholanath Navalkar (hereinafter referred to as "Chandradatta") respectively became entitled to the contiguous pieces of land collectively called "the holding land" and are more particularly collectively described in the first schedule hereunder written.
  5. Dr. Bholanath died intestate at Mumbai on or about 26th March 1975 leaving him surviving his widow, one son and two daughters as his only heirs.
  6. The said holding land being situated within the Jurisdiction of Collector and Competent Authority, Thane Urban Development Agglomeration as prescribed under the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter called "ULC Act") and the Rules made thereunder the heirs of Dr. Bholanath, Chandradatta and Miss Rashmi filed their respective statements under section 6(1) of the ULC Act and also declared that the said land was to be utilised for construction of dwelling units for welfare section of the Society as provided under section 21 of ULC Act and with the collector and Competent Authority No. III, Thane Urban Agglomeration.
  7. Collector and Competent Authority No. III, Thane Urban Agglomeration by Declaration dated 24th January, 1984 (hereinafter called the Declaration) made under section 21(1) of the ULC Act



in Case No. ULC/TA/F/62 Sr. No. 102 allowed the heirs of Dr. Bholanath, Chandradatta and Miss Rashmi to continue to hold vacant land specified in Schedule No. I thereto forming part of the holding land for construction of houses for weaker sections of the Society, subject to the terms and conditions contained in the Declaration.

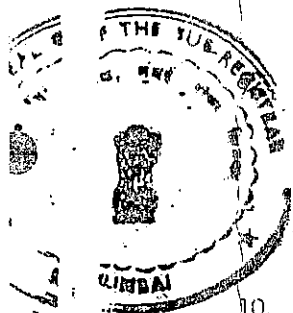
8. By a corrigendum made in the said Case No. ULC / TA / F-62 / SR-102 on 17th July, 1985 (hereinafter called "the Corrigendum") the Collector and Competent Authority No. III, Thane Urban Agglomeration modified the Declaration to the effect set out in the Corrigendum.

By an Order dated 15th June, 1994 bearing No. Thane/4294/(1) ULC-3 the Collector and the Competent Authority No. III, Thane Urban Agglomeration has passed further order under Section 20 of the ULCR Act permitting further development of the said property, a true copy of the said order is handed over by the Developer to the sub-Developers.

Vacant land which has been allowed to be held under the Declaration read with the Corrigendum (hereinafter called "the Scheme Land") is more particularly described in the second Schedule hereunder written and delineated on the said plan thereof hereto annexed and thereon shown surrounded by Green colour boundry line.

10. Some Portion of the Scheme land is situated within the village limits of Mira and some portion of the said scheme land is situated within the village limits of Bhayander, both in Taluka and District Thane.

1. The holding land was salt march land and formally in the other rights column or records or rights relating thereto, names of several persons were entered as tenants/protected tenants and some of such persons had made applications before the Additional Tahsildar and Agricultural Land Tribunal for declaring them as purchasers of portions of land of which they claimed to be tenants/protected tenants and for fixation of the purchase price. Some of such applications were rejected and in pursuance of some of the remaining applications, the Tribunal has passed order declaring some of the said applications as purchasers under the provisions of Section 32G of Mumbai Tenancy and Agricultural Land Act 1948 and also fixed purchase price payable by them. Such persons deposited the price fixed in respect of the land out of the holding lands, to which the said orders related to and thereupon the Tribunal was pleased to issue certificate of purchase under section 32M of the said Act and in pursuance thereof, names of the said Dr. Bholanath and Chandradatta and Miss Rashmi as the case may be were removed from the kabjedar column of the Record of Rights and in place thereof the names of the persons in whose favour orders under section 32G were passed and certificate of purchase under section 32M were issued. Appeals were preferred there against by the heirs



of Dr. Bholanath, Chandradatta and Miss Rashmi. All the claims by the tenants/protected tenants and persons in whose favour orders under section 32G and 32M were passed have been amicably settled and appropriate documents have been executed and orders obtained and requisite entries in the records of rights have been made whereby names of such tenants/protected tenants/purchasers have been removed and the name of the said Bholanath; Chandradatta and Miss Rashmi have been shown also as kabjedar in the records of rights. Annexed hereto and marked Annexure 'B' collectively are copies of the relevant extracts from the Records issued 4.02.1993.

12. The holding land previously did not have any access road from any public road. Out of the holding land portions have been earmarked for DP road, open space and Town Centre and other purposes respectively and the said portions are called "Reserved Land". Out of the said reserved land, the portion earmarked for DP road has been duly utilised for providing such road and the said road has been developed and access road from the public road now is available.
13. By an Order dated 15th June, 1994 bearing No. Thane/4294/(1) ULC-3 the Collector and the Competent Authority No. III, Thane Urban Agglomeration has passed further order under Section 20 of the ULCR Act permitting further development of the said property.
14. By and under an Agreement for Development dated 13th November, 1991 made and entered into between CHANDRADATTA BHOLANATH NAVALKAR, for himself and in his capacity as Karta and Manager of his joint Hindu Family consisting of himself and his wife Mrs. Chitra Chandradatta Navalkar and his son Chirayu Chandradatta Navalkar and his daughter Chandana Chandradatta Navalkar, all of Mumbai, Indian inhabitants residing at 101/102, Highway Apartments, Block A, 5th Floor, Mumbai-400 022 therein and hereinafter called "the Owner" on the one hand and M/s. Unique Shanti Developers therein and also herein called "the Developers" on the other hand, the Owner has for the consideration mentioned therein and on the terms, conditions, covenants, stipulations, agreements and undertakings contained therein agreed to grant to the Developers and the Developers agreed to accept from the Owner the said land more particularly described in the Second Schedule hereunder which is hereinafter for the sake of brevity referred to as "the said land".
15. By a Deed of dissolution dated 24th November 1993, the developers firm was dissolved and its business and assets have been takeover and continued by Shri Harshadrai P. Joshi as the sole proprietor thereof.



16. By and under an Agreement dated 19<sup>th</sup> September, 1994 and made between the said Shri Chandradatta Bholanath Navalkar, on the one hand and the said Harshadraj P. Doshi, Sole Proprietor of M/s. Unique Shanti Developers on the other, modified terms of the previous Agreement of Development dated 13<sup>th</sup> November, 1991 and mutually arrived at between the parties have been recorded therein whereby agreed discounted value of balance consideration has been paid by the Developers to the Owners and compliance of all the obligations of the Developers thereunder to the Owners has been so recorded.

17. In pursuance and implementation of the said Development Agreement, the Owner has also executed on 29.09.1994 a Power of Attorney in favour of Shri Harsadraj P. Doshi.

18. By and under an Agreement dated 30<sup>th</sup> August, 1993, and made and entered into between the developers as then constituted on the one hand and the sub-Developers on the other, the Developers granted rights to the sub-Developers to develop a portion of the said property and in pursuance of which the sub-Developers have already constructed buildings J and K thereon.

The Developer has now obtained sanction from Mira Bhayander Municipality permission to further develop the said property by constructing the said additional area under No. MC(1.e. NP) /NR/ 4420/296-96 dated 15<sup>th</sup> April, 1995 whereby, an area of 1,62,916 sq.ft. (built up) is permitted to be developed on the said portion. The requisite sanctions obtained by the Developers from the concerned authorities for construction on a portion of a said land admeasuring approximately 9500 sq. mtrs. i.e. 11358 sq. yds. (hereinafter referred to as "the portion of the said land") of eleven buildings and type each having wings and comprising of ground and upper storeys covering an aggregate in area of 162916 sq. ft. (built up including area of balconies) for construction of shops and flats (including area of Balconies) on the ground floor and self-contained residential flats on the upper floors.

20. By and under a supplemental agreement dated 15<sup>th</sup> October, 1995, and made and entered into between the Developer on the one hand and the Sub-Developer on the other, the Developer as conferred upon the Sub-Developer right and authority to further develop portion of the said property by construction of an additional area of 162916 sq. ft. on the terms set out therein (herein after referred to as the said further development)

21. The said supplemental agreement for sub-development inter alia provides as under:

- (i) The Sub-Developers shall be free and entitled to carry on and complete development of the said portion of the said land in accordance with the said sanctions, with or without such modifications changes and/or alterations therein as may be made therein and approved provided however that the

aggregate area to be constructed does not exceed 162,916 sq.ft.

(ii) The Sub-Developers shall be entitled to ~~agree~~ to sell and allot on ownership basis/or otherwise and/or otherwise alienated encumber, deal with or dispose off tenements and rights in the building to be constructed and in the portion of the said land and to receive from time to time price deposits and other considerations and amounts in respect thereof and to cancel or terminate allotments and to receive a ~~reorder~~ and/or effect transfer and to re-allot as the case may be the tenements and/or rights.

22. In the premises the promoters have commenced construction of the said further development. (hereinafter referred to as "the said Buildings"):

23. The Developer has entered into a professional agreement by the Council of Architects with the Architect Mr. Avinash Mhatre registered with the Council of Architects and has appointed Shri R.J. Ashar a Structural Engineer for the design and supervision of the said buildings.

24. Copies of the Certificate of title issued by M/s. Law Charter Advocate of the Developers and copies of the floor plan and the specifications of the flat agreed to be purchased by the purchaser as approved by the concerned local authority, have been annexed hereto and marked as Annexures 'A' & 'B' respectively.

25. The specifications according to which the said buildings are to be constructed and the amenities to be provided in the said buildings and the flats and premises in the said buildings shall be as per the particulars given in the Annexure 'D' hereto.

26. The Purchaser had demanded from the Promoter and the Promoter has given inspection to the purchaser of all the documents of title relating to the said land, the said orders, the aforesaid agreements, the plans, designs and specifications prepared by the Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulations and Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said Act") and the rules made thereunder.

27. The Purchaser has taken inspection of all the hereinbefore recited documents, papers, plans as also all orders, schemes etc. which are referred to in this agreement and is aware of the terms and conditions thereof.

28. The purchaser has requested the Promoter for the allotment to the purchaser of Flat/No. 703 of SEVENTH floor.

in wing K-1 of the said building as per the plan hereto (hereinafter referred to as the said flat/shop). The said Flat/Shop is marked in plan at Annexure "C" hereto.

- 29 The Purchaser has entered into this agreement with full knowledge of all the terms and conditions contained in the said documents, approvals, papers, plans, order, schemes etc. and that the promoter will enter into separate Agreement/s with several other persons and parties for sales and/or allotment of flats/shops, garages, parking spaces, terraces, other premises other rights including Inter alia exclusive rights to garden and/or open areas in the said building/s and/or their appurtenant land.

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

1. The Promoter has commenced construction of and shall construct the said multistoried buildings as above recited on the said portion of land in accordance with the plans, designs, specifications approved and to be approved by the Purchaser with such variations, modifications and alterations as the Promoter may deem fit and/or as maybe required by the concerned local authority/The Government to be made in them or any of them and the purchaser hereby gives an irrevocable consent, power and authority to the Promoter to add, to alter, vary and/or modify from time to time the said plans, designs, specifications, including for further construction. It is hereby specifically agreed that the Promoter shall have to obtain consent writing of the Purchaser in respect of such variations or modifications which may adversely effect the internal layout of flat agreed to be purchased by the purchaser and that no consent of any nature whatsoever of the of the Purchaser is required for any modification, variation or amendment in the plan including for additions, alterations in the said building/s to be constructed and layout to be developed.
2. a) The Purchaser hereby agree to purchase from the Promoter and Promoter hereby agrees to sell to the Purchaser one flat/~~flat~~ No. 703 on ground/SEVENTH floor in the Wing K-1 as shown on the floor plan thereof hereto annexed and marked Annexure 'C' (hereinafter for the sake of convenience referred to as the said "flat") together with open/stilted/parking space and exclusive right to the use of terrace/garden for the price of Rs. 4,81,500/- (Rupees Four Lakhs Eighty One thousand Five Hundred only) as earnest or deposit (being 10% of the consideration) on or before the execution of these presents. The purchaser hereby agrees to pay to the Promoter balance amount in the following manner :-

1.	At the time of Booking	5%
2.	On Completion of footing work	5%
3.	On Completion of Plinth work	10%
4.	On Completion of 1st slab	5%
5.	On Completion of 2nd slab	5%
6.	On Completion of 3rd slab	5%
7.	On Completion of 4th slab	5%
8.	On Completion of 5th slab	5%
9.	On completion of 6th slab	5%
10.	On Completion of 7th slab	5%
11.	On Completion of 8th slab	5%
12.	On Completion of Internal Brickwork	5%
13.	On Completion of External Brickwork	5%
14.	On Completion of Internal Plaster	5%
15.	On Completion of External Sand faced Plaster	5%
16.	On Completion of Tiling work	8%
17.	On Completion of plumbing work	5%
18.	On Completion of Electric work	5%
19.	At the time of occupation being started	2%

b) In case of sale of shop, all references in the agreement exclusively relating to the residential flat shall be inapplicable and otherwise wherever context permits will be read as similarly and suitably applicable to shop.

c) The Purchaser shall be free to verify the corresponding progress stage of work as referred to above but the promoter shall not be required to submit any certificates regarding progress of work on corresponding due dates.

d) All the payments herein mentioned shall be made by A/c. Payee Cheque encashable in Mumbai in favour of the Promoter and the Promoter shall pass receipts for the same in favour of the Purchasers and time for each of the above said payment is of the essence of the contract.

e) Without prejudice to the other rights and contentions of the Promoter and without waiver of any of the rights and contentions of the Promoter, the Purchaser agrees to pay to the Promoter interest at 21% per annum on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this agreement from the date from which the said amount is payable by the Purchaser till the date of payment of the said amount to the Promoter. The Promoter and the said contractors shall have the first lien and charge on the said flat agreed to be allotted to the Purchaser in respect of any amount due and payable by the Purchaser under the terms and conditions of this agreement.

3. On the Purchaser committing default in payment on due date of any amount due and payable by the purchaser to Promoter under this Agreement (including his/her proportionate share to taxes levied by concerned local authorities and other outgoings) (time being of the essence) and/or on the purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this agreement by giving 15 days notice PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser the installments of sale price of the flat (but not the earnest money or deposit) which may till then have been

paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser any interest or any other amount on the amount so refunded and upon termination of this agreement and on refund of aforesaid amount by the Promoter, the Promoter may in its absolute discretion dispose off the said flat as he think fit. The Purchaser agrees that sending of the said amount by cheque by Promoter at the address given by the Purchaser in these presents, whether the Purchaser accepted and encashed the cheque or not, will amount to the refund of the amount so required to be refunded.

4. The undivided share of the purchaser in common area and facilities/ limited common area and facilities shall be in proportion to the area of construction of the said flat that bears to the total area (proposed and future sanction if any) of construction at the time of execution of conveyance or at the time of completion of construction whichever is later.

Till transfer of property in favour of the Body of Purchaser/s of flats/shops in accordance with the terms thereof the rights of the Purchaser/s shall be restricted and/or regulated as per the other provisions contained in this agreement.

The Promoter hereby agrees to observe, perform and comply with all the terms and conditions, still stipulations restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall before asking the Purchaser to take over possession of the flat, obtain from the concerned local authority occupation or completion certificate in respect of the building portion containing the flat agreed to be purchased by the Purchaser.

6. It is hereby expressly agreed between the parties hereto that the aforesaid purchase price is based on and/or calculated with reference to the presently ruling market price of the building materials and the amenities as also upon rates of wages and other emoluments and expenses incurrable by the Promoter/Developers, that if there is more than 5% increase in the market price of the said materials as on the date of this Agreement and/or other expenses as aforesaid which may be due to scarcity of the materials and/or due to overall inflation or due to any other reason whatsoever and the Promoter/Developers are required to incur such additional costs/expenses the Promoter shall be entitled to raise and/or escalate the aforesaid purchase price keeping in view such increases as the Promoter may in his absolute discretion deem fit and the Purchasers hereby irrevocably consents to such escalation by the Promoter and it is further agreed that in such event this Agreement shall be read and construed as if such



increase/escalation was hereinafter mentioned and the same shall be paid to the Promoter in equal instalments with the remaining instalment or against the occupation as the Promoter may demand and/or direct. The certificate of the Architect that the Promoter/Developers are required to incur the increased costs/expenses as aforesaid shall be final and binding and the Purchaser or anyone on behalf of the Purchaser shall not be required to question the same or require the Promoter to give details or accounts of such increase.

7. The Purchaser has prior to the execution of this Agreement satisfied himself about the title to the said lands. The purchaser shall not be entitled to investigate the title of the said lands any further and no requisition or objection shall be raised by the Purchaser in any manner relating thereto.
8. The Purchaser agrees to comply with all the terms and conditions of any order, scheme, permission, No objection etc. that may have been granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including Competent Authority under Urban Land (ceiling & Regulation) Act, Government of Maharashtra and Mira-Bhayandar Municipality.
9. The Purchaser declares that the Purchaser nor members of his/her family (the meaning of family being the same as defined under Urban Land (Ceiling & Regulation) Act, 1976) owns or own a tenement, house or building within the limits of Bombay City Agglomeration and relying upon this declaration the Promoter has agreed to sell the said flat to the Purchaser on the terms and conditions set out in this agreement.
10. The purchaser hereby grants his irrevocable power and consent to the Promoter and agrees:
  - a) that till the Assignment or sub-lease or any other document vestings or transferring the property in favour of Co-operative Society of the purchaser is executed, the Promoter alone shall be entitled to all F.S.I. whether available at present or in future including the balance F.S.I., the additional F.S.I. available under G. C. Rules from time to time and/or by any special concession, modification of present Rules and Regulations granting F.S.I. available in lieu of the road widening, set back, reservation or otherwise.
  - b) that under no circumstances the purchaser will be entitled to any F.S.I. or shall have any right to consume the same in any manner whatsoever.

c) to the Promoter developing the said plot of land fully by constructing additional built-up floors/structures thereon so as to avail of the full F.S.I. permissible at present or in future including for staircase, lift, passage, temporary access or by way of purchase of floating F.S.I. on the said plot and including putting up any additional constructions, as mentioned above and Promoter selling the same and appropriating to itself the entire sale proceeds therein without the Purchaser or other acquires of the tenements/flats in such building and/or their common organisation having any claim thereto or to any part thereof. The F.S.I. and/or additional construction shall always be the Property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Promoter chooses. The Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance. The conveyance of the portion of the said land with buildings etc. and transfer of rights of the Promoter/Developer as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The promoter shall be entitled to consume the said F.S.I. by raising floor or floors or any structures and/or putting additional structures and/or by way of extension of any structures;

- d) to the Promoter selling any part or portion of the said building including the open terrace, stilts or any portion thereof or any open area of appurtenant land for exclusive use as a garden, display of advertisement, hoardings, parking or as same may be convenient.
- e) Not to raise any objection or interfere with Promoters' rights reserved hereunder:
- f) to execute, at once if any further or other writing, documents, etc. is required or necessary for the purpose and intent of this agreement.
- g) to do all other acts, deeds, things and matter which the Promoter in his absolute discretion deem fit for putting into complete effect the provisions of this agreement.

The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Purchaser and/or possession of the said property is handed over to the society of the purchasers of flats.

11. The fixtures, fittings and appliances to be provided by the promoter in the said building and the flat are those that are set out in Annexure ~~to hereof~~.
12. The promoter may complete ~~any one~~ building or any wing and part portion of floor of ~~building~~ and obtain part occupation certificate thereof and give possession of flat therein to the acquires of such flats and the purchaser hereby gives his specific consent to the ~~same~~ Even after the purchaser takes possession of any flat in such part completed wing, part portion or floor or otherwise, the Promoter and/or its agents or contractors shall ~~be entitled~~ to carry on with the remaining work including ~~the~~ and additional construction work of building consisting ~~the said flat~~, the said building or any part hereof and if ~~any~~ inconvenience is caused to the purchaser, the purchaser shall not protest, object to or obstruct the execution of ~~such~~ work nor the purchaser shall be entitled to any compensation and/or damage and/or claim and/or to compensation for any inconvenience and/or nuisance which may be ~~caused~~ to him/her or any other person.
13. The Promoter to give possession of the flat to the Purchaser on or before the 30th day of ~~June~~, 2000 If the Promoter fails or neglects to give possession of the flat to the purchaser on account of reasons beyond his control and/or his agents as per the provisions of section 4 of Maharashtra Ownership Flat Act, by the aforesaid ~~date~~, then the promoter shall be liable on demand to ~~refund~~ to the purchaser (within six months) of such demand the amounts already received by the Promoter in respect of the flat with simple interest at nine percent per annum ~~from~~ the date the Promoter received the respective instalment ~~until~~ the date the amount is refunded and it is further provided that such amount and interest shall be a charge on the said property together with construction (if any) ~~hereto~~ of the extent of amount due to the Purchaser/s. The Purchaser agrees that sending of the said amount by cheque by the Promoter at the address given by the Purchaser in these presents, whether the Purchaser accepted an ~~enclosed~~ the cheque or not will amount to refund of ~~the amount~~ so required to be refunded. Neither party shall have any other claim against the other in respect of the ~~said flat~~ or arising out of this agreement, and the Promoter shall be at liberty to agree to allot the said flat to any ~~other~~ person upon such terms and conditions as the Promoter may deem fit PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of :
- i) Non-availability of steel, ~~cement~~, other building material, water or electric supply, ~~occupancy~~ permission etc;

- ii) War, civil Commotion or act of God;
- iii) any notice, order, rules, notification of the Government and/or other public or competent authority;
- iv) Non-payment or late payment of instalment/s of purchaser price by the Purchaser/s to the Promoter;
- v) any other circumstance beyond the control of the Promoter.

As soon as the Promoter shall notify that the said flat is ready for occupation, the Purchaser shall pay the respective arrears of purchase price (together with accrued interest if any) alongwith all other dues and deposits payable by him/her/them within seven days of such notice whether serviced individually or put up at some prominent place in the said building. If the purchaser fails to pay the said arrears as aforesaid, the Promoter will be entitled to terminate this agreement and to forfeit fifty percent of the amount previously paid by the purchaser to promoter and the purchaser shall lose all rights in the said flat as well as all the rights and benefits under this agreement on the refund of the balance fifty percent of amount to him. The purchaser agrees that sending of the fifty percent of amount received by the promoter by cheque to the purchaser at the address given by the purchaser in these presents, whether purchaser accepted and encashed the cheque or not, will amount to the refund of the amount so required to be refunded.

- 14. The promoter shall be entitled to change the use of the said land and/or building to be constructed thereon and/or part or portion thereof but the same will not effect the user of the said flat.
- 15. a) The purchaser shall take possession of the flat within seven days of the promoter giving written notice to the purchaser, intimating that the said flat is ready for use and occupation and the purchaser shall before taking possession of the said flat inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after-rectification thereof is carried out, if any required.
- b) Upon possession of the said flat being delivered to the purchaser he/she they shall be entitled to the personal use and occupation of the said flat. The purchaser shall not and shall not be entitled to use or permit to be used the said flat (and with particular and specific reference, the said shop) for the purpose of "our mill, and/or video games parlour or video theater.

C) Upon the purchaser taking possession of the said flat and/or receiving keys of the flat from the promoter he/she they shall have no claim against the promoter in respect of any item of work in the said flat or any unauthorised change in construction of the said flat or the said building/s and land which may be alleged not to have been carried out or completed in satisfactory manner, and/or being not in accordance with the plans and/or designs and specifications and/or this Agreement and/or otherwise howsoever in relation thereto. If however, any defect in the said flat or the said building of the materials used in construction is brought to the notice of the promoter within a period of 3 years from the date of handing over keys to the purchaser or offer or possession by the promoter to the purchaser/s or from the date of handing over possession of any one flat in the said building to the purchaser thereof whichever is earlier; it shall wherever possible be rectified by the promoter without further charge to the person who have purchased flats in the said building and in other case the purchaser of flat shall be entitled to received reasonable compensation for such defect from the promoter. If however, the purchaser has carried out any changes in his/her flat or premises and defect brought to the notice of the promoter is as a result thereof, the promoter shall not be hold responsible for the same.

16. The promoter will be entitled to take action against the purchaser if her/she/they does not pay her/their proportionate share of outgoings referred to in this agreement every month and he/she/they remain in arrears for three months, the promoter will be entitled to terminate this agreement and enter upon the flat and forfeit all the amounts paid by the purchaser to the promoter under this agreement and resume occupation of the flat and the promoter will be entitled to deal with anyone else in any manner whatsoever in respect of the said flat. The notice of termination of agreement sent by the promoter to the purchaser at the address of purchaser known to the promoter as recorded in these presents shall be construed as conclusive of termination of this agreement, whether the said notice of termination is accepted by the purchaser or not.

17. The flat is intended and shall be used for personal residential purpose only and the purchaser shall not use the flat or any part or portion thereof for any other purpose whatsoever. The purchaser shall use the garage or parking space only for the purpose of keeping or parking the purchaser's own vehicle and for no other purposes. The purchaser shall not use the terrace and/or open garden area at ground level adjoining to his/her flat and specifically (exclusively) allotted to him/her by the promoter for any purpose which is objected by the local authority. **THIS IS HEREBY EXPRESSLY AGREED.**

that the promoter shall be entitled to sell the other flats and premises in the said building/s for the purpose of using the same as guest house, bank, dispensaries, nursing homes, maternity homes, laboratory, residential or commercial and/ or any other user that may be permitted by the Municipal Corporation or other local Authorities and the Purchaser shall not object to the user of the other flats and premises in the said building for such purpose by the respective purchasers thereof. It is also agreed that the promoter will be entitled to change the plans and areas of the other flats and premises in the said building.

18. After taking possession the purchaser, shall use his/her flat for which it is intended. In case of any misuse of the flat by the purchaser hereof the promoter may themselves take suitable action against the defaulting purchaser or give full authority to the organisation of other purchasers or various premises in the said building to deal with the defaulting purchaser in the manner that may deem fit and proper to them and such defaulting purchaser hereby indemnifies and shall keep indemnified the promoter as well the other purchasers from and against the costs and consequences of any action taken by any one (including any authority in law). The promoter intend to cause any nos. of separate societies or other body of flat purchasers formed and to cause separate assignments/in favour of each sub-leases.

19. It will be option of the promoter to decide :

- a) the form of organisation of flat purchasers in whose favour the transfer is to take place.
- b) whether there is to be one legal entity for all buildings or any one.
- c) Form and manner of transfer of property.
- d) the time and mode in which such transfer to take place.
- e) the nature of constitution of such body.
- f) <sup>to</sup> cause conveyance or lease of the entire portion collectively or portions in favour of each body.

without prejudice to the generality of the following :

If the form of such organisation shall be other than Co-operative Society, all references herein to Co-operative Society shall apply mutatis-mutandis to such other form of organisation.

The purchaser alongwith other purchasers of flats in the said

building shall whenever required by the promoter join in forming and registering the society. There may be separate society for different types of wings if permitted in law and so desired by the promoter. The purchaser agrees that for the aforesaid they shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary for the formation and the registration of the society for becoming a member including the bye-laws of the proposed society and shall fill in and sign and return to the promoter within four days of the same being forwarded by the promoter to the purchaser so as to enable the promoter to register the society of the purchasers. No objection shall be taken by the purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent Authority. The purchaser shall be required to make payment to the promoter of the money application and entrance fee alongwith expenses to be incurred for formation and registration of the society as provided hereinafter to enable the promoter to take appropriate steps in this regard.

20. The developer shall, within a period of six months of registration of the society, as aforesaid, caused to be transferred to the society all the right, title and interest of the promoter at the option of the promoter only in the allquot part of the said land together with the building by obtaining or executing the necessary conveyance of the portion of the said land (to the extent as may be permitted by the Authorities) and the said buildings and of which the land, the boundaries are described in Second Schedule hereunder written:
21. Commencing a week after notice in writing given by the promoter to the purchaser that the said flat/tenement is ready for occupation or before taking the keys and/or possession of the flat, which ever is earlier, the purchaser will be liable and pay regularly to the promoter (a) the proportionate share of the purchaser of the Municipal Assessment Tax of the property, of rates and taxes whether any or all the tenements of the building shall have been actually assessed or not even if the assessment may not have been finally determined; (b) the share of the purchaser in N. A. assessment and all other dues, duties, impositions, outgoings and burcen of any nature at any time hereafter assessed or imposed upon the said property and building or upon the owners or occupiers thereof by any authority including the municipality Government Revenue Authority in respect of the entire buildings or the user thereof and payable either by the Owners or occupiers and (c) the proportionate share of all other outgoings in respect of said flat or buildings including other taxes, insurance premiums, common lights and electricity charges at any enhanced tariff charged by the electricity company on temporary



basis till permanent tariff is applicable, sanitation, additions and alterations, paintings, color washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality or otherwise by water tankers & borewells, salaries and charges of Bill Collector, Clerk, Chowkidars, Sweepers, Liftmen etc. and (d) all other expenses necessary and incidental to the said entire buildings including the said management, and operation as well maintenance of all infrastructures including roads, stormwater drains, street lighting, gardens, drainage, water mains, electric sub-station etc. The purchaser shall within seven days of posting intimation as aforesaid deposit and keep deposited with the promoter such sum as the promoter may decide towards and one account of the purchasers share of the aforesaid outgoings and payment. The said sum shall not carry any interest and will remain deposited with the promoter until the assignment/sub-lease of the property in favour of society. It is expressly agreed that the payment of said deposit shall not absolve the purchaser from his/her obligation to pay the promoter regularly his/her share of monthly contribution towards aforesaid outgoings. The purchaser hereby further unequivocally agrees with the promoter that until the purchaser's share is determined, the purchaser shall from the date of the said intimation regularly pay to the promoter on the 5th day of every month provisional monthly contribution as may be determined by the promoter from time to time towards and on account of the purchasers share of the aforesaid outgoings and such payments shall be made every month in advance to the promoter. The promoter shall be at liberty without being bound to do so to appropriate from the said deposit money, (if any), the due by the purchaser for its aforesaid share of liability. The purchaser along with the other purchasers will not require the promoter to contribute proportionate share of the management charges as well salaries and maintenance charges as well operational charges of the services utilised by the other occupants in the building for the flats/premises not allotted and disposed off by the promoter. The promoter will be entitled to the refund of the Municipal taxes on account of vacancy of the said flats/premises.

22. The purchaser shall on or before payment of last instalment pay to the promoter following amounts.
- (i) Rs. 1200/- being agreed legal and incidental costs charges and expenses; (excluding stamp duty and registration charges of any nature).
  - (ii) Rs. 260/- for share money application and entrance fee;
  - (iii) Rs. 1200/- being his/her share of costs charges and expenses for and incidental to formation and registration of the society.
  - (iv) Rs. 4500/- being his/her share of charges and expenses for securing permanent electrical connections to the property.
  - (v) Rs. 20,000/- Being non-refundable interest free deposit for maintenance charges for common complex facilities such as indoor games, club house, badminton court, garden, common security, common internal roads, street lights etc., calculated on the basis of Rs. Fifty per sq.ft. of carpet area.

Total Rs. 27,160/-

These amounts are provisional to the extent that they are minimum requirement which may increase on calculating at actuals and these amounts are not refundable as well not separately accountable.

23. The stamp duty and registration charges alongwith other out of pocket expenses as may be applicable to this Agreement and/or conveyance and/or any other document/writing for fulfilling the true Intents of this agreement shall be borne and paid by the Purchaser either alone or alongwith other purchasers of flats as the case may be. The Promoter shall not be required to contribute anything in this regard and shall not be hold responsible in any manner whatsoever.
24. On demand by the Promoter the purchaser shall also pay to the promoter at once and without any delay the Purchaser's share of stamp duty if any and registration charges as applicable and payable by the said society (proprietor or registered) of the Conveyance or any document or instrument of transfer in respect of the portion of the said land and the building to be executed in favour of the society.
25. In the event of any portion of the said land being notified for set back, the promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the set back land.
26. If any charges are levied hereafter or any payment required to be made hereafter to any Government authorities or local bodies either on the land or on buildings or otherwise howsoever, the purchaser on being called upon to do so by the promoter. Pay to the promoter its share thereof at or before or even after taking possession of the said flat/tenement, as may be required or demanded by the promoter.
27. The purchaser/s for himself/herself or his/her nominee (with intention to bring all persons in whomsoever hand the flat may come), doth hereby covenant with the promoters as follows :
- a) to maintain the flat at Purchaser's own costs in good tenantable repair and condition from the date of possession of the said flat and shall not allow or suffer to be done anything in or to the building in which the flat is situated, its staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof;

- b) not to store in the flat 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 flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages, or any other structure of the building in which the flat is situated including entrances of the building in which the flat is situated and in case any damage is caused on account of inelegance or default of the purchaser in this behalf, the purchaser shall be liable for the consequence of the breach;
- c) to carry at his own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the promoter to the purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat 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 provisions, 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 flat or any part thereof, not at any time make or use to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and to keep the portion, sewers, drains, pipes in the flat and appurtenances thereof in good tenable repair and conditions, and in particular so as to support shelter and protect the other part of the buildings in which the flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, or RCC paradi or other structural members in the flat without prior written permission of the promoter and/or society. In case on account of any alterations being carried out by the purchaser in the said flat (whether such alterations are permitted by the concerned Authorities or not) there shall be any damage to the adjoining flat or to the flat situated below or above the said flat (inclusive of leakage of water and damage to the drains) the purchaser shall at his own costs expenses repair such damage (including recurrence or such damages).
- e) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said

land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- f) not to throw dirt, rubbish, ~~and~~ garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated;
- g) pay to the promoter within seven days of demand by the promoter 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 flat is situated;
- h) to bear and pay increase in taxes, water charges of any nature, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority including on account of change of use of the flat by the purchaser viz. user for any purpose other than for residential purpose;
- i) The purchaser shall not let, sublet, transfer, assign or part with purchaser's interest or benefit factor of the agreement or part with the possession of the flat until all the dues payable by the purchaser to the promoter 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 promoter for the purpose. Any transfer shall be only in favour of the transferee as may be approved by the promoter in writing.
- j) The purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules, regulations and by-laws for the time being of the concerned local authority and of the Government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and the use of the flat 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) In the event of the possession of the flat being given before Assignment/sub-lease (of building in which flat is situated) is executed, the purchaser shall till such Assignment/sub-lease is executed permit the promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof;
- l) The purchaser shall not close verandah or balconies without the sanction and permission of the promoter and of the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said flat;
- m) To observe and perform all the terms conditions and covenants to be observed and performed by the Purchasers as set out in this agreement (including in the recitals hereof);
- n) To bear and pay from time to time on and from the date on which occupation of the said premises is offered to be given to the Purchaser by the Developers proportionate share of the Purchaser in the "Shanti Park Infrastructure Maintenance Charges Account".

The Purchaser agrees to sign and delivery to the promoter before and after taking possession of the flat all writings, papers, documents, applications, e.c. as may be necessary or required by the promoter to put the intention of the parties as reflected herein into complete effect.

29.

The promoter shall after execution of conveyance hand over to the society the balance amount from the sums received by the promoter from the purchaser as advance contribution or deposit towards outgoings after adjusting all dues and amounts paid on behalf of the purchaser towards the outgoings etc. If the promoter has spent more sum than that received for and on behalf of purchaser towards outgoings then they shall be entitled to recover the same from the purchaser before being obliged to comply and/or continue with the purchaser's benefits under this agreement.

30.

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment or transfer or deemed conveyance in law of the said flat or of the said lands and buildings or any part thereof in favour of the purchaser and/or other purchasers of flats in the said buildings or other building or buildings. The purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and the entire property including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls like hoarding rights etc.. will remain the property of the promoter, who shall be entitled to sell, transfer, deal with or dispose of the same in any manner the promoter deems fit until the entire property including land and building or buildings is transferred to the society as herein mentioned.

31. Irrespective of disputes, if any, arising between the promoter and the purchaser and/or the said co-operative society, all amounts, contributions and deposits including amount payable by the purchaser to the promoter under this agreement shall, always be paid punctually by the purchaser to the promoter and shall not be withheld by the purchaser for any reason whatsoever.
32. Notwithstanding anything stated ~~herein above~~, the promoter shall be entitled to submit the said ~~property~~ or portion thereof under the provisions of Maharashtra Apartment Ownership Flats Act, 1970 and in such an event, the purchaser shall at his/her/their costs, charges and ~~expenses~~ be entitled to execution of a Deed of Apartment ~~and/or~~ conveyance and in such an event the promoter shall ~~cause~~ the owners to execute such relevant documents for effectuating a proper transfer of the said flat and undivided share, right, title and interest in the common area and amenities in favour of the respective purchaser of the respective flats.
33. Any delay tolerated or indulgence ~~shown~~ by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser by the promoter shall not be construed as a waiver on the part of the promoter 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 rights of the promoter.
34. The purchaser at his own costs and charges shall present this agreement at the property registration office of the Registrar within the time limit prescribed by the Registration Act and the promoter will attend such office on being informed by the purchaser and ~~execute~~ execution thereof.
35. All notices to be served on the purchaser as contemplated by this agreement shall be deemed to have been duly served (whether accepted or not) ~~if sent~~ to the purchaser, at his/her address specified below: G Sheetal Regency Flat No. 201, Sheetal Nagar, Mira Road (E), THANE-401 107.
36. After possession of the said flat is handed over to the purchaser if any additions or alterations ~~in or about~~ or relating to the said building and/or flat are ~~required~~ to be carried out by any statutory authority, the same shall be carried out by the purchaser and the other ~~acquires~~ of the flats in the said buildings at their own costs and promoter will not in any manner be responsible for the same.
37. The promoter shall be at liberty to ~~sell~~ assign or otherwise deal with or dispose off their right, title or interest in the said property and in the said building to be constructed by the promoter but the same ~~shall not~~ effect the flat purchased by the purchaser.

38. Under no circumstances, the possession of the flat shall be given to the purchaser unless and until all payments required to be made under the agreement by the purchaser has been made by him/her/them.

39. The purchaser shall not be entitled to claim partition of share in the said property and/or the said building and the same shall always remain undivided and impartible.

40. In the event of the society being formed and registered before the construction and/or sale and/or disposal by the promoter of all the flats/parking space/other rights in the said building and land as aforesaid, the powers and the authority of the society so formed of the purchaser and other purchasers of flats, shall be subject to the over all control of the promoter on all or any of the matters, concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular but without prejudice to the generality of the foregoing, the promoter shall have absolute authority and control as regards the F.S.I. available for further construction, incomplete construction, unsold portion of such building including flats, shops, garages, terraces, other premises, open spaces, garden, lawn and parking spaces, and the disposal thereof alongwith other exclusive rights and the society so formed shall not have any such rights or authority.

41. The transfer deeds and all documents shall be prepared by M/s. Law Charter, Advocate, of the promoter and shall contain convenient and conditions including those contained in this agreement and the agreement with Developer with original owner with such modifications alterations and additions therein the promoter may deem fit and proper and shall also contain other clauses which they the promoter may think necessary and desirable.

42. The purchaser shall sign all papers and documents and do all other things that the promoter may require it to do from time to time in this behalf including for safeguarding the interests of the promoter and holders of other flats/parking spaces or other exclusive rights in the building and in the said property.

43. All costs, charges and expenses in connection with the formation of the Co-operative society as well as the costs, charges and expenses of preparing, engrossing, stamping and registering this and all other agreements, covenants, deeds, including deed of apartment or any other documents of transfer (including conveyance) required to be executed by and/or in favour of the promoter and/or the purchaser, out of pocket expenses and all



costs, charges and expenses arising out of or under these presents as well as the entire professional cost of the Advocates and Solicitors for the promoter including preparing and approving all such documents shall be borne and paid by the acquirer of the flats or by the society proportionately including the purchaser. The promoter shall not contribute anything towards such expenses. The proportionate share of the costs, charges and expenses payable by the purchaser shall be paid by the purchaser immediately on demand.

44. This agreement shall always be subject to the provisions contained in the Urban Land (Ceiling & Regulation) Act, 1976 the guidelines issued thereunder from time to time. The purchaser is expressly aware that (a) re-sale or transfer to dwelling unit is not permitted for a period of 5 years from the date of completion of dwelling unit and (b) the dwelling unit can be purchased only if the purchaser or any members of the family of the purchaser does not own dwelling unit in Bombay Urban Agglomeration. The purchaser hereby declares and confirms that the purchaser and/or any of its family members does not own any dwelling unit in Bombay Urban Agglomeration. The purchaser hereby agrees to make an affidavit to this effect at his own costs forthwith and hand over the same to the promoter immediately on the same being done.

45. The deposits and charges that may be demanded by or paid to the concerned authorities for the purpose sanctioning and connecting water supply and electricity supply to the said buildings and the said flat and the electric meter deposits with service connection charges, water meter deposits with service connection charges, shall be borne and paid if so desired by the promoter by all the purchasers of the said building wings in proportion to the respective floor areas of their respective flats and premises to the total aggregate area of all flats and premises. This sum is non-refundable. All the deposit receipts shall be signed in favor of the society for the benefit the purchaser of the flats premises of the said buildings.

46. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space open space / garden / lawn in front of or adjacent to any flats in the said building, if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat Purchaser. The said terrace space open space / garden / lawn shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and the Builders or from the Society or as the case may be the Limited Company.

47. The said building shall be known as, "HAPPY HOME COMPLEX" and/or any other name/s as the promoter may in their absolute discretion deem fit and proper. Wings therein may also be named as the Promoter may deem fit.

48. It is hereby agreed that till the Corporate Body is formed, the purchaser shall insure and keep insured his/her flat against loss or damage by fire in the full value thereof in the joint names of the promoter and the purchaser/s with such insurance company as the promoter shall approve and whenever required produce to the promoter the policy or policies of such insurance and the receipts for the same and in the event of the flat being damaged or destroyed by fire as soon as reasonably practical to lay out the insurance money in the repair, rebuilding or reinstatement of the said building. In the event of the building being insured by the promoter, the purchaser agrees to reimburse the promoter with the proportionate share of the insurance premium. The purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any flat or premises or part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyances to occupiers of the other flats and premises.

49. The promoter shall be entitled to alter terms and conditions of the agreement relating to the unsold flats and premises in the said building of which the aforesaid flat/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 agreed to exercise by the purchaser under such agreement of his rights under the same.

50. The transaction covered by this contract at present is not understood to be a sale liable to tax under a sales tax law. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, central or state this transaction is hold to be liable to tax, as a sale or otherwise either as a whole or in part any inputs or materials or equipments used or supplied in execution or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser on demand at any relevant time and as determined by the promoter.

51. The provisions of this agreement shall also be applicable in the same manner to the last of the purchaser who has subsequently acquired rights or benefits of this agreement by way of transfer or nomination.

52. Carpet Area of flat..... 37.0 ..... S. QM.

In WITNESS WHEREOF the parties hereunto have set and subscribed their respective hand and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of leasehold land or grounds situate, lying and being at village Mira in the Taluka and Registration Sub-District and District of Thane bearing Survey Nos. 215, 216, 221, ~~221, 222, 224~~, 225, 226, 227, and Survey Nos. 728, 730 and 731 of Village Bhayandar and aggregately admeasuring about 3,50,741.84 sq. mtrs.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of leasehold land or ground situate, lying and being at village Bhayandar in the Taluka and Registration Sub-District and District of Thane bearing Survey No. 728 of village Bhayandar admeasuring about 34208.36 square meters and survey no. 730 of village Bhayandar admeasuring about 32336.01 square meters and Survey No. 731 of village Bhayandar admeasuring approximately 6387.68 square meters aggregating approximately to about 1,27,932.05 square meters and of which portion admeasuring 9500 square meters for which sub-development rights are conferred bounded as follows :-

- On or towards North by 60. ft. D. P. Road
- On or towards East by Q type Building
- On or towards West by 40 ft. D. P. Road
- On or Towards South by 25 ft. D. P. Road



SIGNED SEALED AND DELIVERED by the within named "PROMOTERS" M/s. HAPPY HOME DEVELOPERS in the Presence of

PRAKASH JYOTILAL MEHTA

- 1.
2. Sandhya Mayekar

SIGNED SEALED AND DELIVERED by the within named "PURCHASER"

N. RAVI CHANDRAN

In the Presence of PRAKASH JYOTILAL MEHTA

- 1.
2. Sandhya Mayekar

) For HAPPY HOME DEVELOPERS

) Navalchand Sankar

) Partner

) Ravi Chandran

)   
C.A.

RECEIVED the day and 22-02-2001 )  
year first hereinabove written of )  
and from the withinnamed Purchaser )  
a sum of Rs. 40,000/- (Rupees Forty )  
Thousand only) )  
being the amount of earnest money to )  
be paid by them to us by ~~cash~~/cheque )  
No. 143573 drawn upon UAE EXCHANGE )  
branch Abu Dhabi CENTRE - Abu Dhabi )  
Paytel Bank ) RS. 40000/-  
Federal Bank Ltd.  
H. N. Street, Mumbai - 23.

WITNESS

WE SAY RECEIVED,  
For HAPPY HOME DEVELOPERS

*Nalin Navinchand Subh*

Partner  
(Promoter)



ANNEXURE - A

M. K. GHELANI  
NOTARY, UNION OF INDIA

M. M. GHELANI  
V. R. ADVANI

*Law Charter*

*Registered*

Advocates, Solicitors & Notary

14-K, HAMAM STREET, FORT, BOMBAY 400 023 - TELEPHONE : 2651372 - 265 5907 - TELEGRAM : 'LAWCHANT', BOMBAY

IN REPLY PLEASE QUOTE REF. NO. MG/0413

DATE 14TH APRIL, 1997

Re. : Sub-development agreement dated 30th August 1993  
and Supplemental Sub-development agreement dated  
15-10-1995 Between UNIQUE SHANTI DEVELOPERS and  
HAPPY HOME DEVELOPERS.

and

Re. : Sub-development rights in respect of the portion of land  
admeasuring 9500 sq. mtrs. i.e. 11358 sq. yds. or thereabouts  
forming part of Leasehold land bearing S. No. 728 (new No.  
121) 730 (new No. 122) and 731 (new No. 126) of village  
Bhayandar and situated at village Mira-Bhayandar and  
situated at village Mira-Bhayandar in Taluka and registra-  
tion Sub-district and district of Thane.

TO WHOMSOEVER IT MAY CONCERN

We have perused inter alia the xerox copies of the following in connection with the  
above

- 1) Copy of reclamation lease dated 9-2-1905 from Secretary of State in India in Council  
to Dinanath Harishchandra Navalkar.
- 2) Reclamation lease dated 23-1-1915 from the Secretary of State for Indian Council to  
Sundarrao Dinanath Navakar.
- 3) Declaration U/S. 21 (1) of the Urban Land (Ceiling & Regulation) Act issued by the  
Collector and Competent Authority No. 3, Thane; Urban Agglomeration, Thane in Case  
No. ULC/TAF-62/SR-102 & 100;
- 4) Corrigendum dated 17-8-85 in the said case issued by the Collector Competent  
authority No. 3, Thane Urban Agglomeration, Thane modifying the declaration referred  
to above.

- 5) 7/12 extract No. 3, in respect of S. No. 728 (new No. 122) and 730 (new No. 122) and 731 (new No. 126) dated 4-2-93 issued by ~~the~~ ~~State~~ ~~Government~~ ~~of~~ ~~Maharashtra~~ ~~by~~ ~~the~~ ~~Minister~~ ~~for~~ ~~Urban~~ ~~Development~~ ~~and~~ ~~Public~~ ~~Works~~ ~~Department~~.
- 6) Order dated 2-9-92 bearing No. ULC-1809/6669 ~~77024~~ issued by the Government of Maharashtra (Housing & Special Assistance ~~Department~~ ~~of~~ ~~Maharashtra~~).
- 7) Order dated 15-6-94 bearing No. Thane/4294/ ~~77024~~ issued by the Collector & competent Authority No. III Thane Urban Agglomeration.
- 8) Development agreement dated 13-11-1991, between Chandradatta Bholanath Navalkar for himself and in his capacity as the Karta and Manager of his joint Hindu Undivided family consisting of his wife Mrs. Chitra Chandradatta Navalkar, and his son Chirayu Chandradatta Navalkar and his daughter Chandra Chandradatta Navalkar on the one hand and Harshadrai Poonamchand Doshi and two other partners of M/s. Unique Shanti developers.
- 9) Power of Attorney dated 13-11-1991 from Chandradatta Bholanath Navalkar for himself and in his capacity as Karta and Manager of his joint Hindu Undivided Family in favour of Jitendra Poonamchand Doshi and Shri H. P. Doshi, Partners of Unique Shanti Developers.
- 10) Certificate dated 15-10-92 issued by H. D. Patil, ~~Advocate~~ ~~certifying~~ ~~title~~ ~~of~~ ~~the~~ ~~owners~~ ~~Kumar~~ ~~Chandradatta~~ ~~Bholanath~~ ~~Navalkar~~ ~~a~~ ~~cop,~~ ~~which~~ ~~is~~ ~~annexed~~ ~~hereto~~ ~~and~~ ~~marked~~ ~~as~~ ~~Annexure~~ ~~'A'-1.~~
- 11) Original Sub-development agreement dated 30-8-93 between M/s. Unique Shanti Developers and M/s. Happy Home Developers.
- 12) Power of Attorney dated 29th September 1994, by ~~C. B. Navalkar~~ ~~for~~ ~~himself~~ ~~and~~ ~~in~~ ~~his~~ ~~capacity~~ ~~as~~ ~~Karta~~ ~~and~~ ~~Manager~~ ~~of~~ ~~his~~ ~~HUF~~ ~~in~~ ~~favour~~ ~~of~~ ~~Shri~~ ~~H. P. Doshi.~~
- 13) Supplemental Agreement dated 15th October 1995 between Shri H. P. Doshi sole proprietor M/s. Unique Shanti Developers and Happy Home Developers.
- 14) Power of Attorney dated 16th October 1995, from ~~Shri H. P. Doshi~~ ~~sole~~ ~~proprietor~~ ~~of~~ ~~M/s.~~ ~~Unique~~ ~~Shanti~~ ~~Developer~~ ~~to~~ ~~Shri~~ ~~Nalin~~ ~~N. Shah~~ ~~and~~ ~~Shri~~ ~~Chandrakant~~ ~~D. Shah.~~

On perusal of the aforesaid and subject to what is set out therein and relying on the correctness of the said xeroxes and the contents thereof and on the said certificate dated 15-10-92 (copy at annexure 'A' -1 hereto) we are of the opinion that the said M/s. Happy Home Developers have been empowered and authorised to sub-develop the above referred portion of the property referred to above comprised in and permitted to be sub-developed as set out in the said sub-development agreement dated 30-8-93 and supplemental agreement dated 15-10-95 and that as provided therein, the sub-developers are entitled to and have agreed to take on ownership basis and/or otherwise tenements in the building being constructed on the said portion and to deal with and dispose off the same.

For M/s. Law Charter,

Sd/  
Partner



ANNEXURE - A-1

Tel. : 609 1495

H. D. Patil

B.Com. LL.B.  
Advocate Highcourt

Office :  
17 Anusaya Apartment,  
Opp. Bhayandar Rly. Stn. (E),  
Dist. : Thane Pin 401 105.

Res :  
103, Sai Kiran,  
Opp. Bhayandar Rly. Stn. (E),  
Dist. : Thane Pin 401 105.

REF.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that as per the papers produced before me by Mr. Jitendra P. Doshi one of the Partner of M/s. Unique Shanti Developers, carrying on construction business at Mira Road (East), Shanti Park, Opp. Sector VI, Taluka dist. Thane, regarding the plot of land bearing S. No. 728 and S. No. 730 admeasuring about 34200 sq. mts. and 32320 sq. mtrs. respectively situated at Bhayander, Tal. & Dist. Thane, within the jurisdiction of Mira/Bhayander Nagar Palika parishad. I have investigated the title of the OWNER SHRI KUMAR CHANDRADATTA BHOLANATH NAVALKAR of the said property, AND 1) SMT. BHIMABAI DINKAR 2) SHRI BHASKAR BALLYA TUMBDA 3) SHRI NAVSHI BALLYA TUMBDA 4) SHRI BALLYA TIMBDA of Mira Village the Tenant of the said property and M/s. The Estate Investment Co. Ltd., the claimant of the said property.

As per the Agreement dated 13th November 1991, the Owner Kumar Chandradatta Bholanath Navalkar has give the development rights of the said property as per the terms and conditions contained therein. Further Shri Bhaskar Balya Tumbda and others has also surrender their rights, title, interest in favour of M/s. Unique Shanti Developers as per the Agreement dated 28.9.1992 and SMT. BHIMABAI DINKAR MATRE and others has also surrender their right, title, interest in favour of M/s. Unique Shanti Developers as per the Agreement dated 18.9.1992 and M/s. The Estate Investment Co. Ltd. has also given the No. Objection to M/s. Unique Shanti Developers their vide letter No. E/108 dated 28th July, 1992.

In my opinion the title of the above OWNER to the said plot of land is marketable.

Sd/-

(H. D. PATIL)

ANNEXURE - A

Tel. : 609 1495

H. D. Patil

B.Com. LL.B.  
Advocate High Court

Office :  
17, Anusaya Apartment,  
Opp. Bhayandar Rly. Stn. (E),  
Dist. : Thane Pin 401 105.

Office :  
103 Sai Kiran,  
Opp. Bhayandar Rly. Stn. (E),  
Dist. : Thane Pin 401 105.

REF. \_\_\_\_\_

TO WHOMSOEVER IT MAY CONCERN

This is to certify that as per the papers produced before me by Mr. Jitendra P. Doshi one of the Partner of M/s. Unique Shanti Developers carrying on construction business at Mira Road (East), Shanti Park, Opp. Sector VI, Tal. Kalina, Thane regarding the plot of land bearing S. No. 731 admeasuring about 34200 sq. mts. situated at Village Bhayander, Tal. & Dist. Thane, within the jurisdiction of Mira Bhayander Urban Palika parishad. I have investigated the title of the OWNER SHRI KUMAR CHANDRADATTA BHOLANATH NAVALKAR of the said property, AND 1) SMT. BHIMABAI PARSHURAM MHATRE 2) SHRI BHASKAR BALYA TUMBDA 3) SMT. NAVSHIBAI BALYA TUMBDA of Mira Village the Tenant of the said property and M/s. The Estate Investment Co. Ltd. the claimant of the said property.

As per the Agreement dated 13th November 1991, the Owner Chandradatta Bholanath Navalkar has give the development rights of the said property as per the terms and conditions contained therein. Further Shri Bhaskar Balya Tumbda and Smt. Navshibai Balya Tumbda and others has also surrender their rights, the interest in favour of M/s. Unique Shanti Developers as per the Agreement dated 29.11.1991 and SMT. BHIMABAI PARSHURAM MATRE and others has also surrendered their title, interest in favour of M/s. Unique Shanti Developers as per the Agreement dated 15.12.1992 and M/s. The Estate Investment Co. Ltd. has also given the No. Objection to the Unique Shanti Developers their vide letter No. E/108 dated 28th July, 1992.

In my opinion the title of the above OWNER to the said plot of land is marketable.

Sd/-

(H. D. PATIL)



ANNEXURE 'B'

गां. न. नं. ७, ७ अ व शूर

जुनी  
सि.नं. ७२६ हिस्सा नं. ० )  
क्र.सं. नं. १२९१ -

कनवेरा  
कुआर  
जयरा  
२००९

गांव. आशिनर  
तालुका. वाणे  
इतर हक्क. ११९०  
२६०४  
५००५ ५८३५  
५४२०

हेक्टर	आर	प्रती	र	गुं.
२	४२	०		
२	४२	०		

आकार  
मुडी प्रववा  
बादा आकार  
पाणी  
०६-१९

वर्ष	तागवड कारभारांचे नांव	धन	रीत	निकालाचे नांव	धन
०२/०३	२९३	३	४२-०	आकार प्रववा अकार	३-४२-०

अस्तित्तर बर हुकुम खरी नक्कल भत्ते

२००३  
तलाठी



ANNEXURE 'B'

गां. न. नं. ७, ७ अ व १२

स.नं. ७३१ हिस्सा नं - काविका १२६१ - क्षेत्र	<table border="1"> <tr> <th>हेक्टर</th> <th>आर</th> <th>प्रती</th> <th>ए</th> <th>गु.</th> </tr> <tr> <td>2-६३-3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>0-६६-७</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3-2४-5</td> <td></td> <td></td> <td></td> <td>२२३६</td> </tr> </table>	हेक्टर	आर	प्रती	ए	गु.	2-६३-3					0-६६-७					3-2४-5				२२३६	कनवेदा (६५२) कुमर चंद्रका श्री कलक नाराकर २००१ २०५० ५४५०	गांव - फाईदर तालुका - ठाणे इता हक्क. ४३१७ ५००३ ५४२५
हेक्टर	आर	प्रती	ए	गु.																			
2-६३-3																							
0-६६-७																							
3-2४-5				२२३६																			
मालकी तायक - पोर छणक - एकूण	१२४५०																						
कार पवा कार																							
नं. *	लागवड करणाऱांचे नांव (३१)	क्षेत्र २-६३-३	तेंत कोस	पके आणि लागवड २-६३-३																			

असल बरतुकुम खरी नकस असे

ता. ०२/०६  
 (Signature)  
 तलाठी

१९८०  
 ५०३५  
 ५००







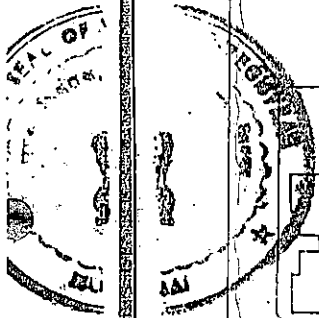
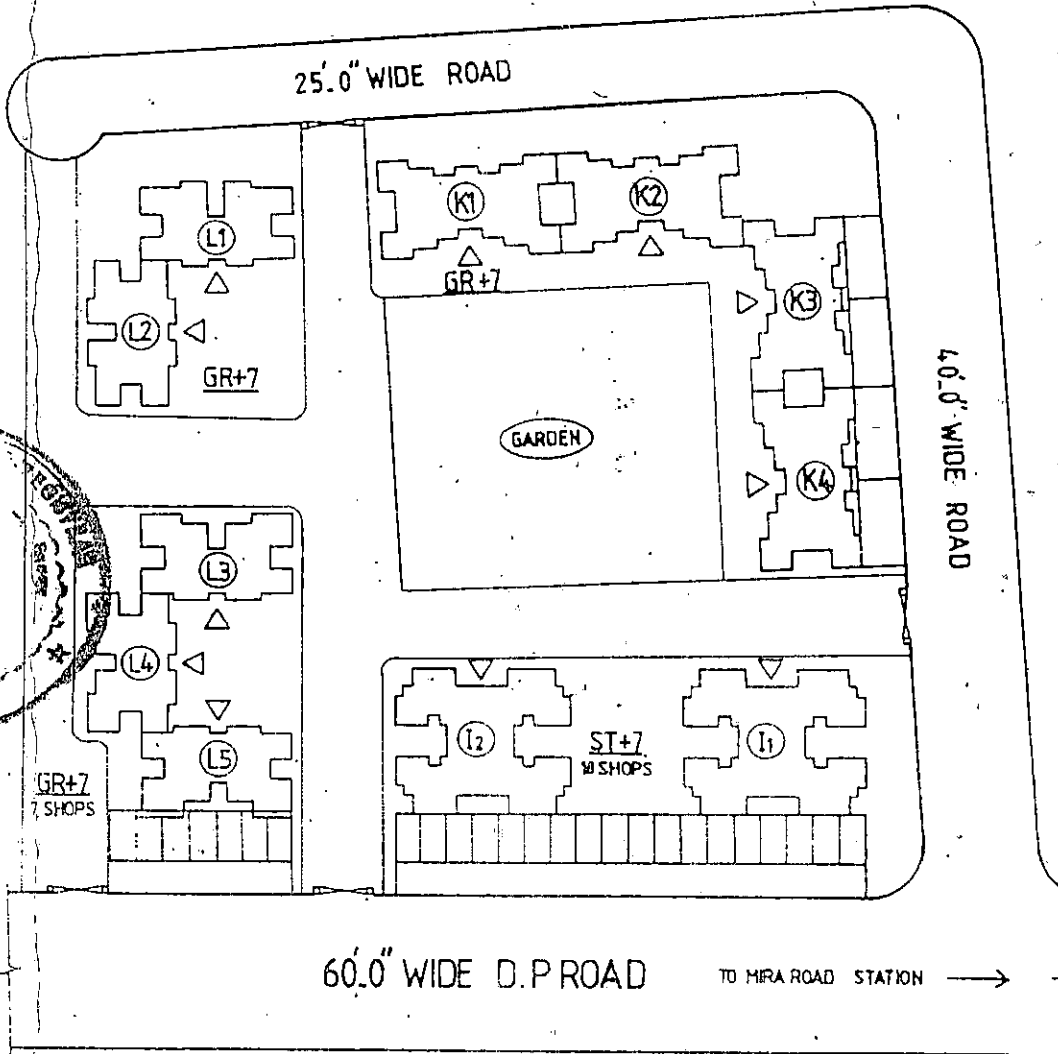


ARCHTE

AVINA  
101, WE  
SECTOR  
MIRA'RI  
DIST. TI

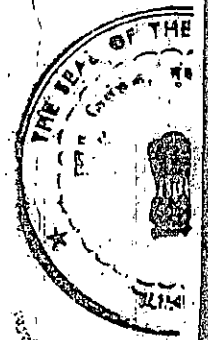


ANNEXURE - C



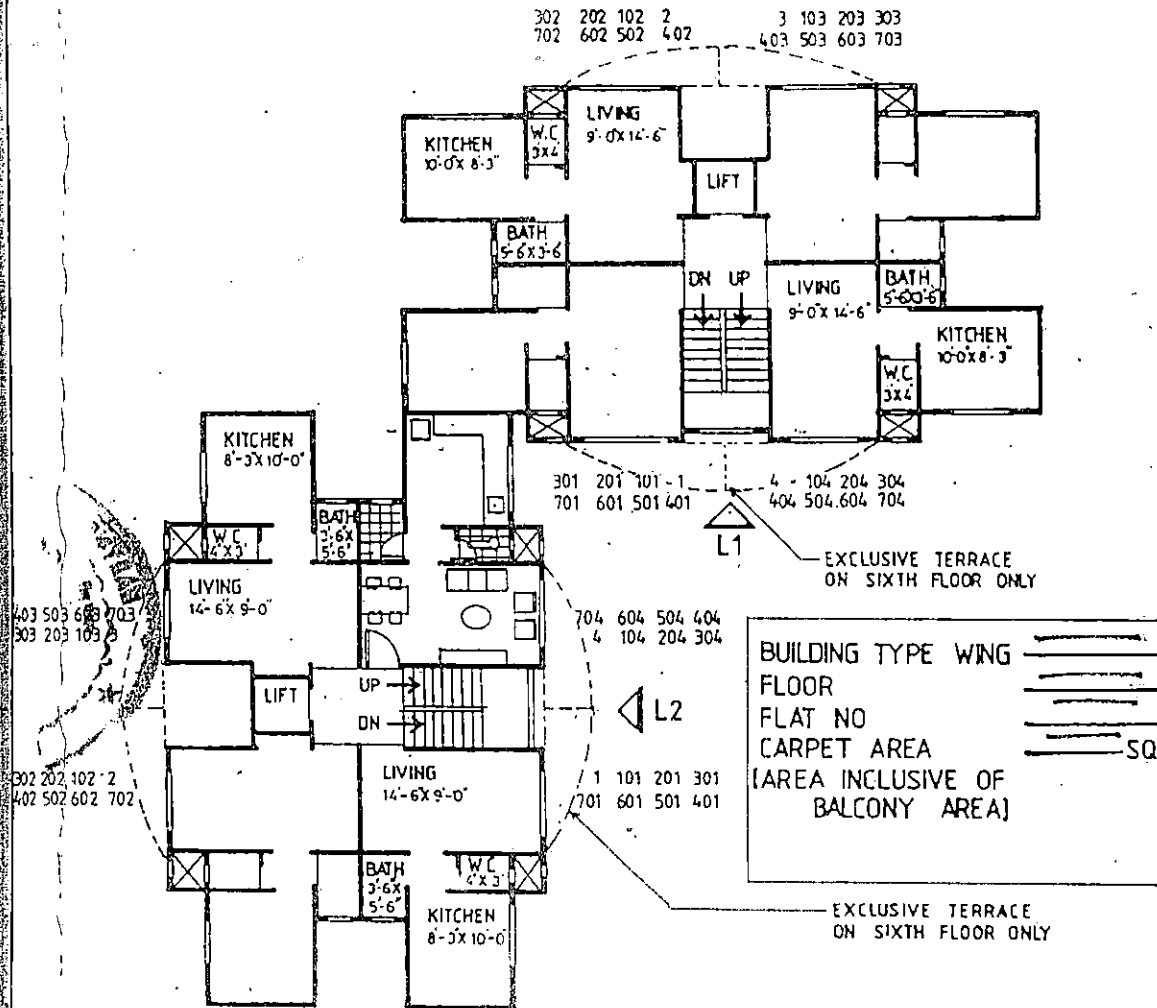
LAY OUT PLAN

ARCHITECT	HAPPY HOME COMPLEX.	DEVELOPERS.
AVINASH MHATRE 101, WEST VIEW, A2, SECTOR. 2, SHANTI NAGAR, MIRA ROAD (E) DIST. THANE.	SHANTI PARK LAYOUT, MIRA ROAD (E) DIST - THANE.	HAPPY HOME DEVELOPERS. 101, PAREKH MARKET, KENNEDY BRIDGE, MUMBAI - 400004. PHONE - 3872549, 3894982



3-503  
3-203  
202-202  
202 502

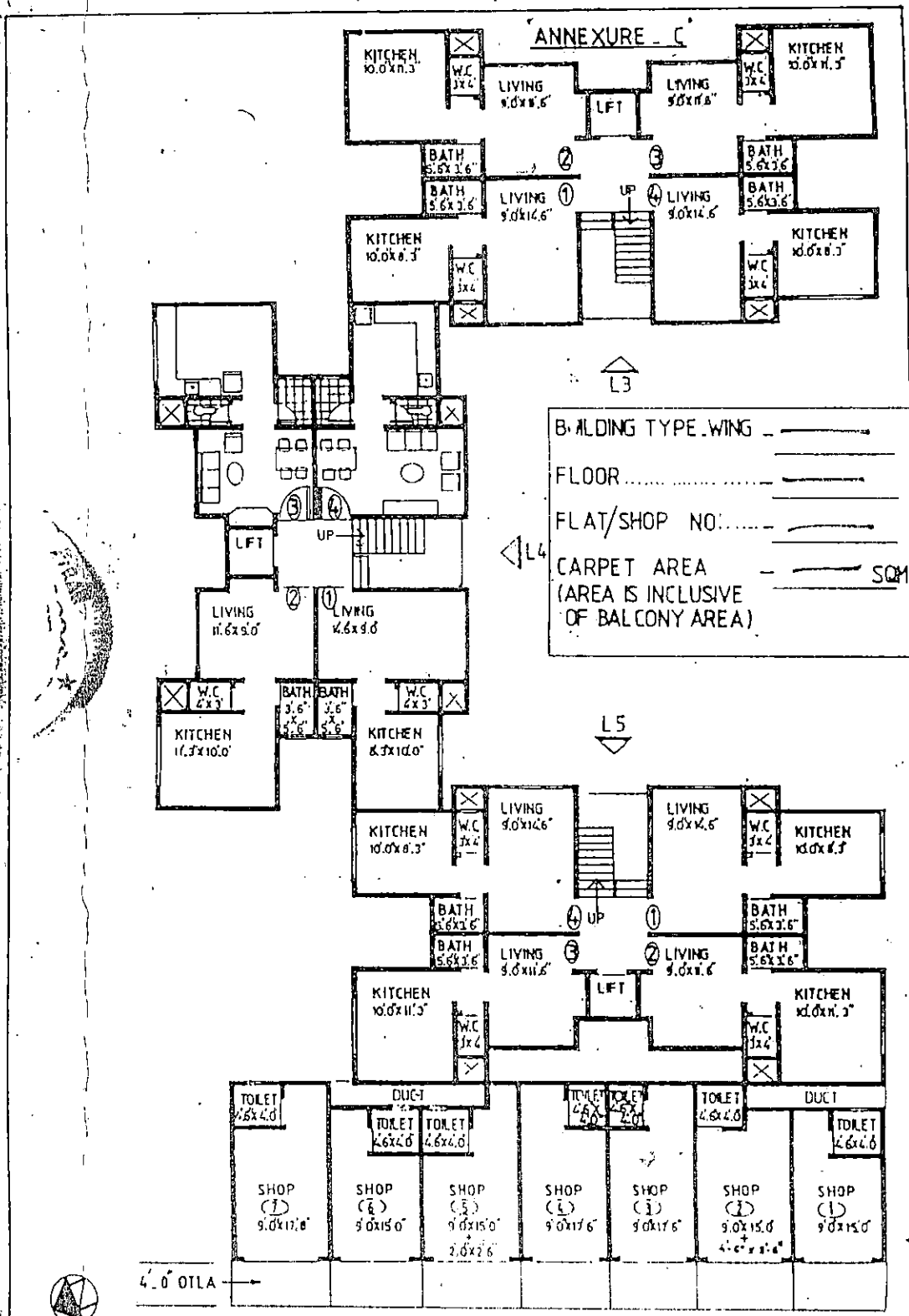
ARCHIT  
AVIN,  
101, W  
SHANTI  
DIST.



GROUND TO SEVENTH FLOOR PLAN

ARCHITECT	HAPPY HOME COMPLEX	DEVELOPERS
AVINASH MHATRE 101, WEST VIEW, A. 2, SECTOR. 2, SHANTI NAGAR, MIRA ROAD (E), DIST. THANE.	BUILDING TYPE- L1, L2 SHANTI PARK LAYOUT MIRA ROAD (E) DIST. THANE	HAPPY HOME DEVELOPERS 101, PAREKH MARKET KENNEDY BRIDGE MUMBAI 400004 PHONE . 3872549, 3894982

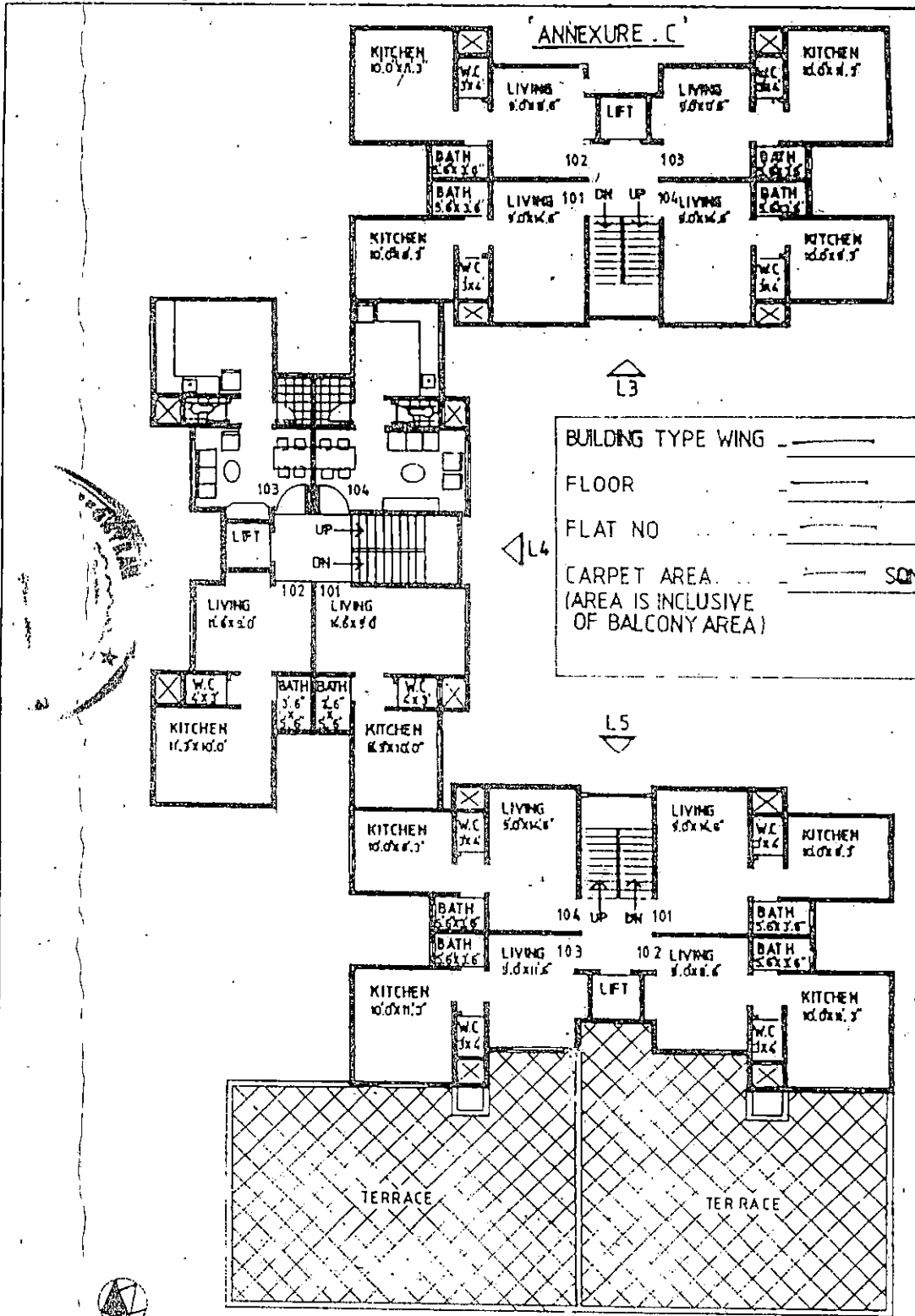




ARCHITECT	HAPPY HOME COMPLEX	DEVELOPERS
<b>AVINASH MHATRE</b> 101, WEST VIEW, A7, SECTOR 2, SHANTI NAGAR, MIRA ROAD (E) THANE - 401107	<b>BUILDING TYPE . L3,L4,L5</b> SHANTI PARK LAYOUT DIST - THANE	<b>HAPPY HOME DEVELOPERS .</b> 10', PAREKH MARKET, KENNEDY BRIDGE, MUMBAI - 400004 ☎ 3872549, 3894982

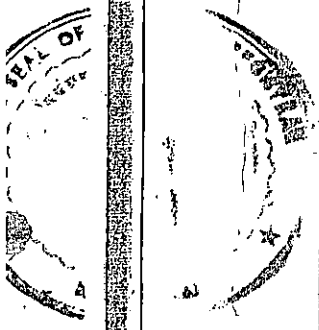


AR  
AV  
01  
SEC  
MR  
THU



FIRST FLOOR PLAN

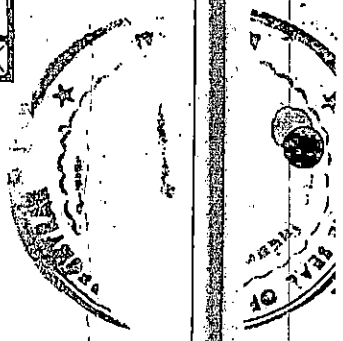
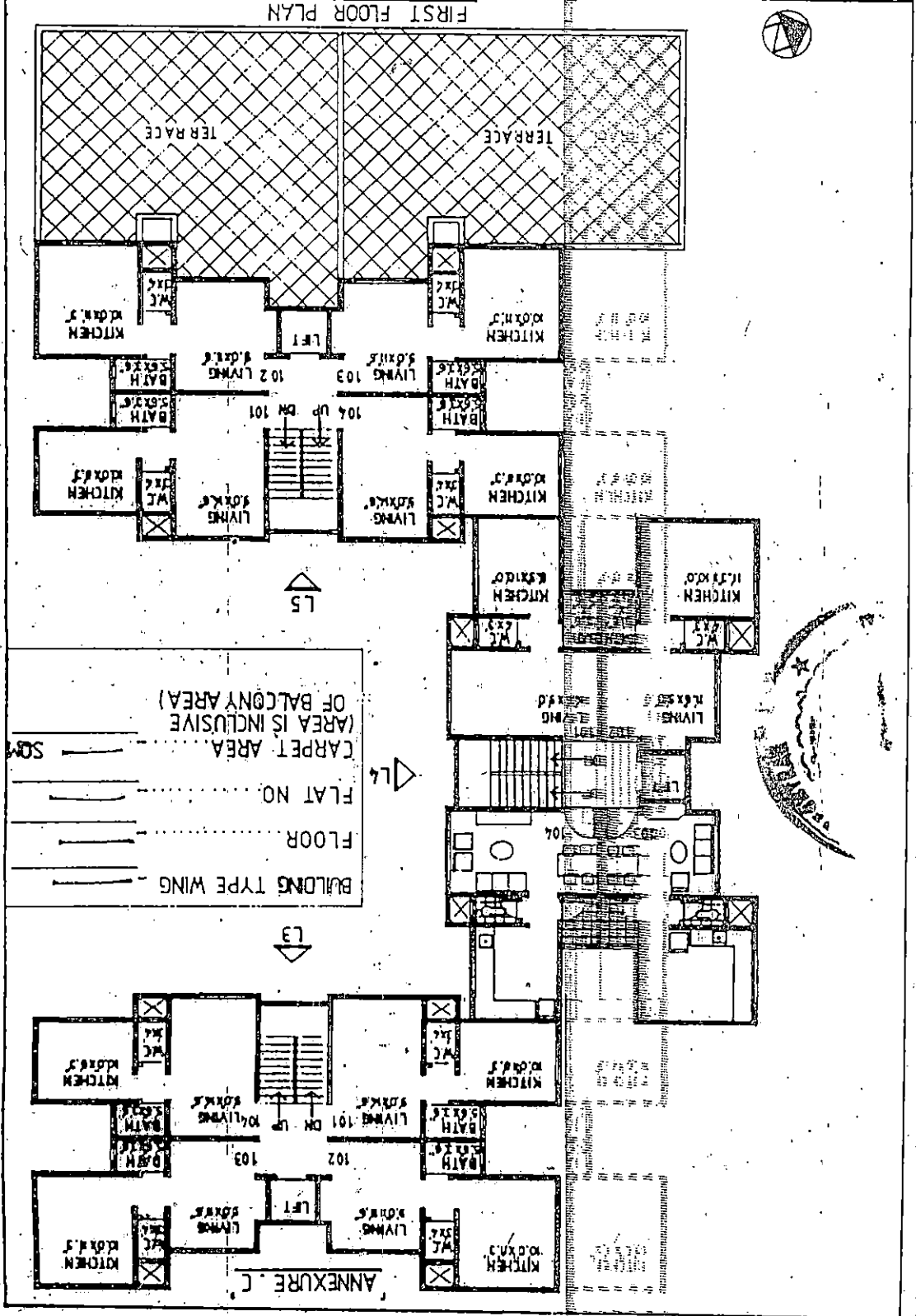
<p>ARCHITECT  <b>AVINASH MHATRE</b>          101, WEST VIEW, A2,          SECTOR 2, SHANTI NAGAR,          MIRA ROAD (E),          THANE - 401107</p>	<p>HAPPY HOME COMPLEX          BUILDING TYPE - L3, L4, L5          SHANTI PARK LAYOUT          DIST. - THANE</p>	<p>DEVELOPERS  <b>HAPPY HOME DEVELOPERS,</b>          101, PAREKH MARKET,          KEMUNDEY BRIDGE,          MUMBAI - 400004          ☎ 3872549, 3894902</p>
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ARCHITECT: ANVASH MHATRE  
 101, WEST VIEW, A2  
 SECTOR 2, SHANTI NAGAR,  
 THANE - 401107

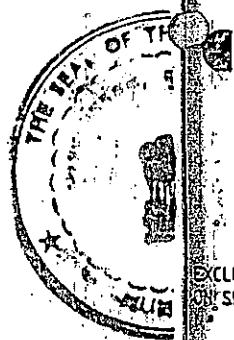
DEVELOPERS: HAPPY HOME DEVELOPERS  
 101, JYESKH MARKET,  
 KEMDEY BRIDGE,  
 MUMBAI - 400044  
 3872549, 3886982

PROJECT: HAPPY HOME COMPLEX  
 DWG TYPE: L3, L4, L5  
 101, PARK LAYOUT,  
 THANE.



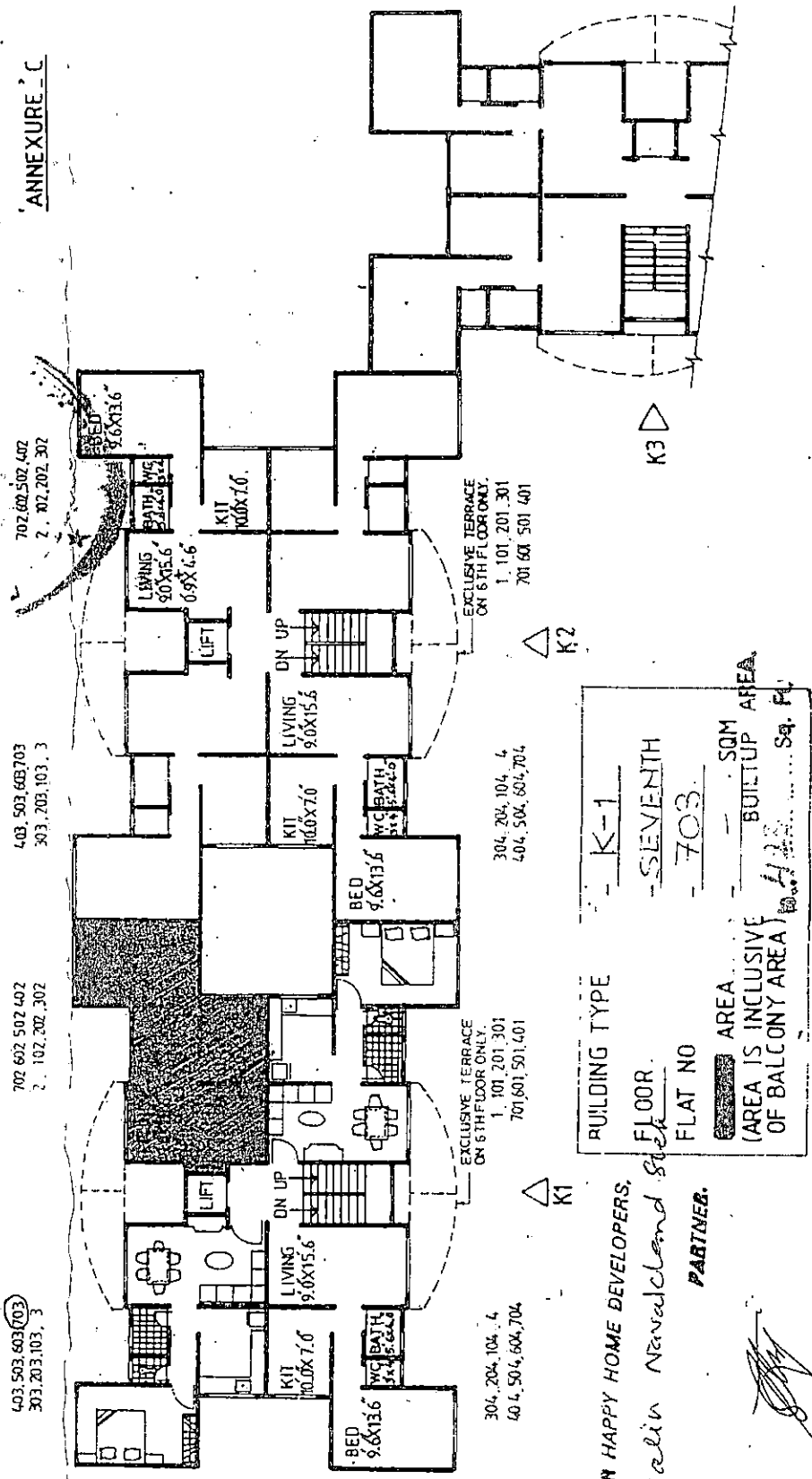






AF  
A  
10  
SF  
DC

ANNEXURE 'C'



403, 503, 603, 703  
303, 203, 103, 3

702, 602, 502, 402  
2, 102, 202, 302

403, 503, 603, 703  
303, 203, 103, 3

702, 602, 502, 402  
2, 102, 202, 302

304, 204, 104, 4  
604, 504, 604, 704

EXCLUSIVE TERRACE  
ON 6TH FLOOR ONLY.  
1, 101, 201, 301  
701, 601, 501, 401

304, 204, 104, 4  
404, 504, 604, 704

EXCLUSIVE TERRACE  
ON 6TH FLOOR ONLY.  
1, 101, 201, 301  
701, 601, 501, 401

FOR HAPPY HOME DEVELOPERS,  
Nalin Navalchand Shah  
PARTNER.

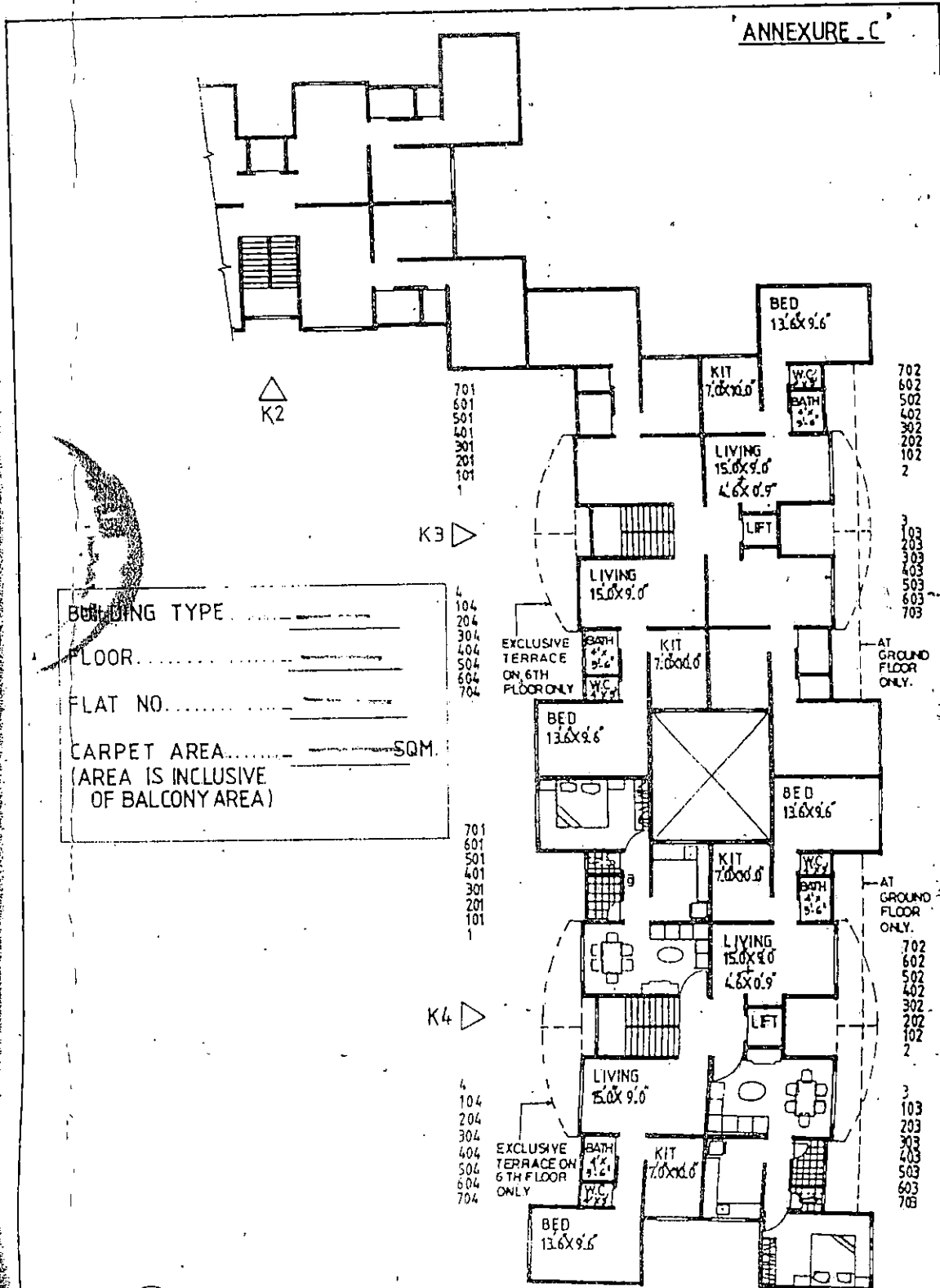
BUILDING TYPE - K-1  
FLOOR - SEVENTH  
FLAT NO - 703  
AREA - SQM  
(AREA IS INCLUSIVE OF BALCONY AREA) + BUILTUP AREA

GROUND TO SEVENTH FLOOR PLAN

ARCHITECT	AVINASH MHATRE 101, WEST VIEW, A-2, SECTOR-2, SHANTI NAGAR, MIRA ROAD (E) DIST. THANE
DEVELOPERS	HAPPY HOME DEVELOPERS. 101, PAREKH MARKET, KENNEDY BRIDGE, MUMBAI 400004, PHONE 3872549, 3894982.
DEVELOPERS	HAPPY HOME DEVELOPERS. 101, PAREKH MARKET, KENNEDY BRIDGE, MUMBAI 400004, PHONE 3872549, 3894982.



ANNEXURE - C



BUILDING TYPE .....

FLOOR .....

FLAT NO. ....

CARPET AREA ..... SQM.  
(AREA IS INCLUSIVE OF BALCONY AREA)

GROUND TO SEVENTH FLOOR PLAN

ARCHITECT	HAPPY HOME COMPLEX.	DEVELOPERS
AVINASH MHATRE 101, WEST VIEW, A.2, SECTOR. 2, SHANTI NAGAR, MIRA ROAD (E) DIST. THANE	BLDG TYPE .K3, K4 SHANTI PARK LAY OUT MIRA ROAD (E) DIST. THANE.	HAPPY HOME DEVELOPERS. 101, PAREKH MARKET, KENNEDY BRIDGE, MUMBAI - 400 004 PHONE - 3872549, 3894982.

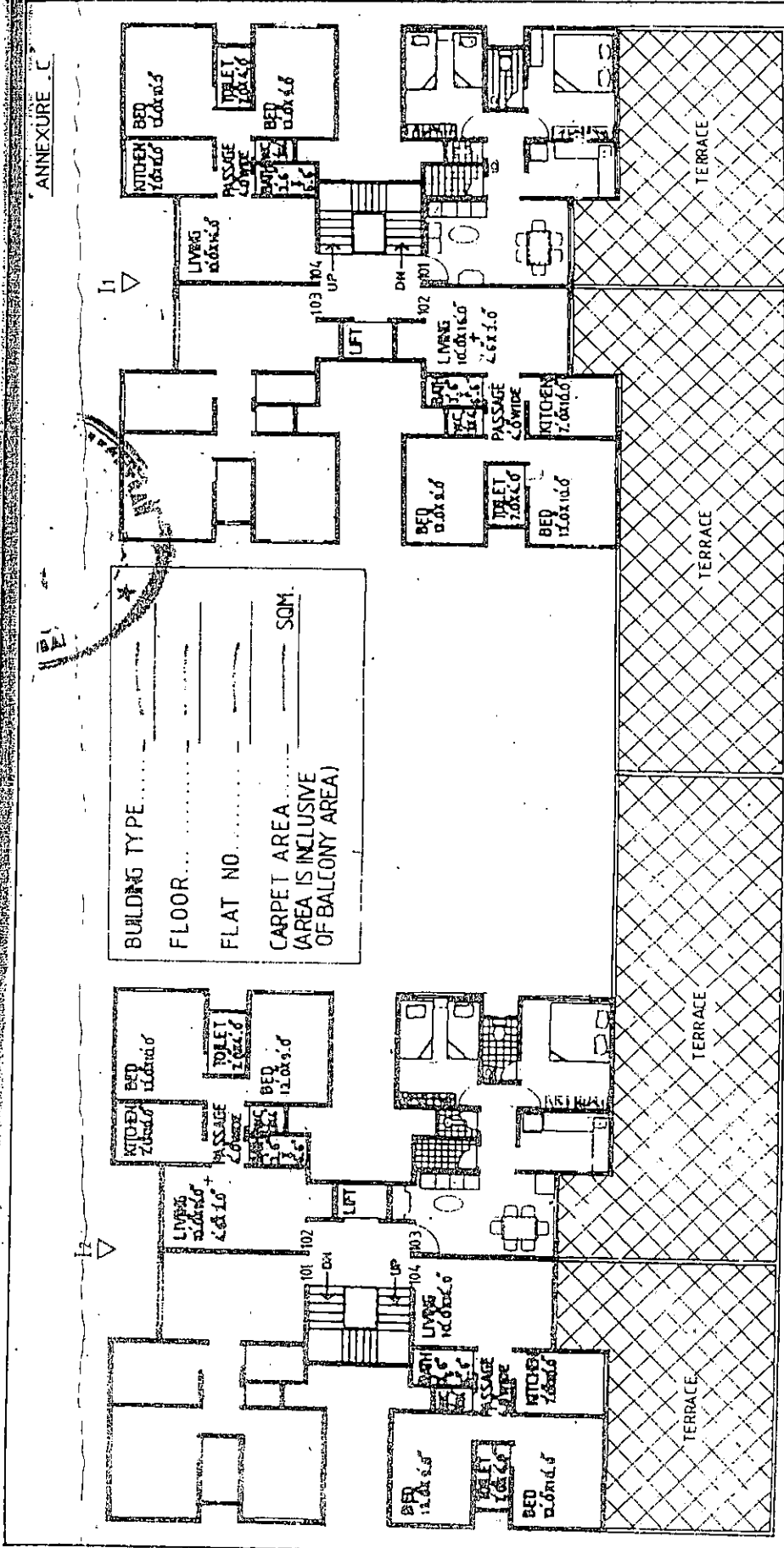








ANNEXURE 'C'



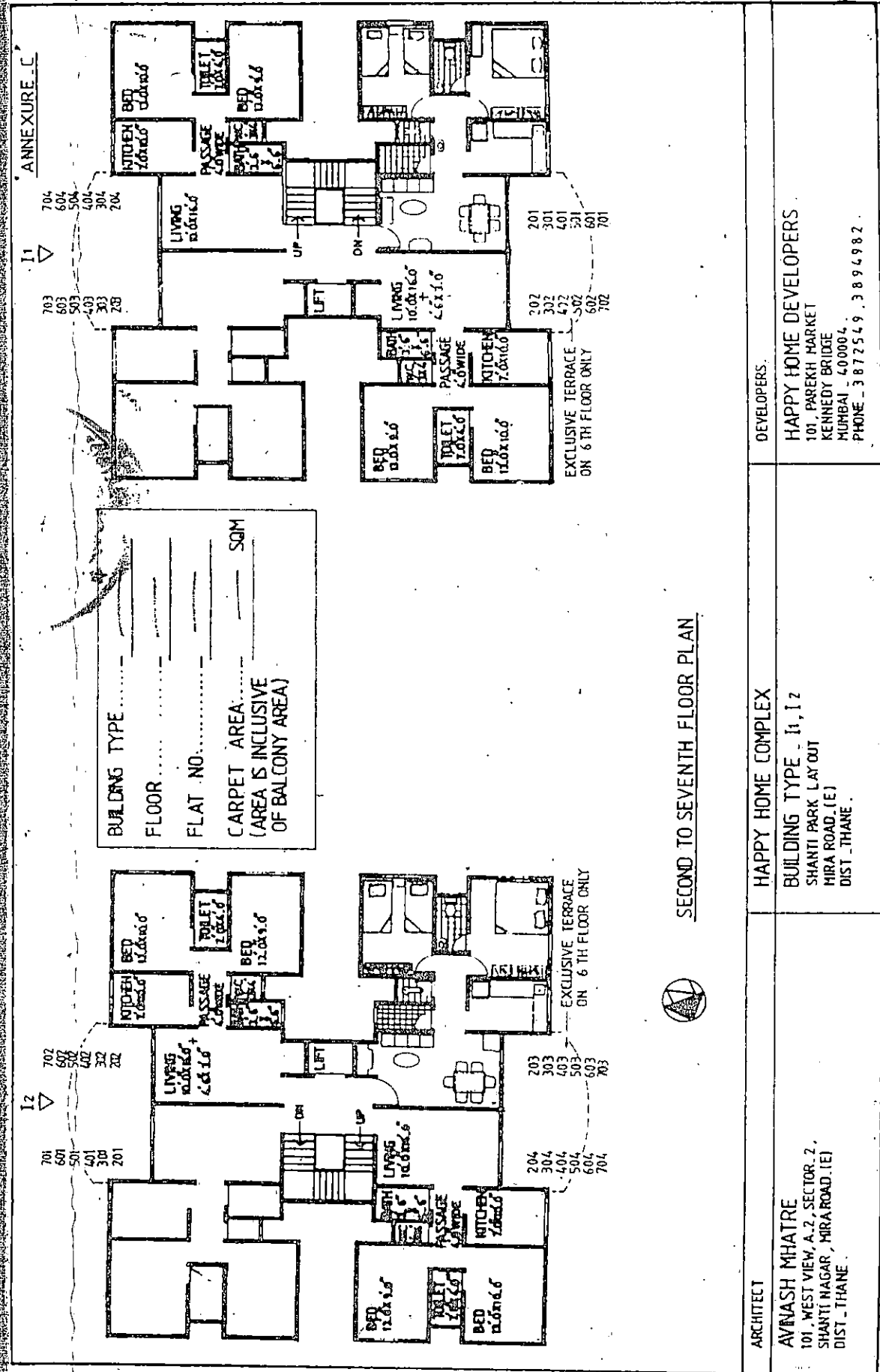
BUILDING TYPE.....  
 FLOOR.....  
 FLAT NO.....  
 CARPET AREA..... SQM.  
 (AREA IS INCLUSIVE OF BALCONY AREA)

FIRST FLOOR PLAN

<p>ARCHITECT</p> <p>AVINASH MHATRE          101 WEST VIEW, A.2, SECTOR.2,          SHANTI NAGAR, MIRA ROAD (E)</p>	<p>HAPPY HOME COMPLEX.</p> <p>BUILDING TYPE - J<sub>1</sub>, J<sub>2</sub>          SHANTI PARK LAYOUT          MIRA ROAD (E)</p>	<p>DEVELOPERS.</p> <p>HAPPY HOME DEVELOPERS          101, PAREKH MARKET          KENNEDY BRIDGE          MUMBAI - 400004          PHONE - 3872549, 3894982.</p>
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AL OF THE  
FABRIK



ANNEXURE - C

BUILDING TYPE .....  
 FLOOR .....  
 FLAT NO. ....  
 CARPET AREA ..... SQM  
 (AREA IS INCLUSIVE OF BALCONY AREA)

SECOND TO SEVENTH FLOOR PLAN

<p>ARCHITECT</p> <p>AVINASH MHATRE          101, WEST VIEW, A-2, SECTOR-2,          SHANTI NAGAR, MIRAROAD, (E)          DIST - THANE</p>	<p>DEVELOPERS</p> <p>HAPPY HOME DEVELOPERS          101, PAREKH MARKET          KENNEDY BRIDGE          MUMBAI - 400004          PHONE - 3872549, 3894982</p>	<p>HAPPY HOME COMPLEX</p> <p>BUILDING TYPE - 1, 1, 2          SHANTI PARK LAYOUT          MIRAROAD, (E)          DIST - THANE</p>
---	---	---

1950  
JUL 17 1951  
LIBRARY

1950  
JUL 17 1951  
LIBRARY



ANNEXURE 'D'

GENERAL SPECIFICATIONS AND LIST OF AMENITIES  
FOR HAPPY HOME COMPLEX

1. **BUILDING** : The building shall be of R.C.C. framed with brick/  
C. C. block masonry in walls.

- a) All R. C. C. work viz. slabs, beams, columns, staircase, parapet walls shall be in accordance with the design given by the consulting Engineer.
- b) All the walls shall be brick and/or C.C. block masonry with cement mortar.
- c) All internal walls will be finished with neeru finished cement plaster and external wall with two coat sand faced cement plaster.
- d) The oil bound distemper paint for neeru internal walls and two coats of cement based paint for external sand faced plaster wall will be provided.

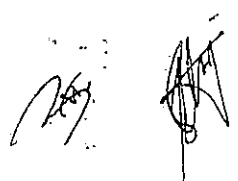
**DOORS** : All doors will be provided with wooden frame of 4" x 2 1/2" or 5 x 2 1/2" size and shutters with flush doors in commercial ply cover.

- a) Main entrance door will be commercial flush door of good quality with lamination or french polish on outside with one Aldrop, One Godrej or equivalent Night latch, one letter slit, one magic eye, one electrical bell with one tower bolt and one safety chair.
- b) Other internal doors will be commercial flush doors enamel oil painted on both sides and with suitable aluminium fittings and fixtures with oxidised M. S. hinges.
- c) Bath-room/W. C./Toilet doors will be panelled shutters oil painted on both sides and with aluminium handle on both sides and tower bolt inside.
- d) One No. Rolling shutter will be provided for each shops.

3. **WINDOWS** : All windows shall have Aluminium section window with marble sill. Bath-room/toilet shall be provided with glass louvered type window.

4. **FLOORING** :

- a) All rooms and Passage of the flats shall be provided with good quality Indian Marble with skirting.
- b) Tandar Ladi shall be provided for the shops.

1  


- c) Bath room shall have marble or ceramic tiles floor and shall also have 6 feet height of ceramic tile dado.
  - d) W.C. shall have white glazed flooring and door height dado of white glazed tiles.
5. **KITCHEN PLATFORM** : Granite finished standing platform with 2' height, dado in ceramic tiles with built-in sink.
6. **SANITARY FITTINGS AND FIXTURES** : All the plumbing and sanitary work shall be carried out through licensed plumber and shall be concealed type using 'C' class G.I. Pipes.
- a) One washbasin with aluminium towel rod, self looking mirror and built-in-soap stand.
  - b) One water tap shall be provided in each W. C., bath and kitchen.
  - c) One overhead storage tank for each wing or one common overhead tank for all wings with one underground suction tank with two suitable electrically operated water pumps in pump house shall be provided.
  - d) Bath room of the flats shall have one mini instant geyser with necessary shower and hot and cold water mixer arrangement. (This Amenity is not available for shops)
  - e) Bath room and W. C. shall be treated with water proofing compound.

7. **ELECTRICAL AMENITIES** : All electrical work shall be concealed type with copper wiring and shall be carried out as per regulation, Following points shall be provided in each flat :

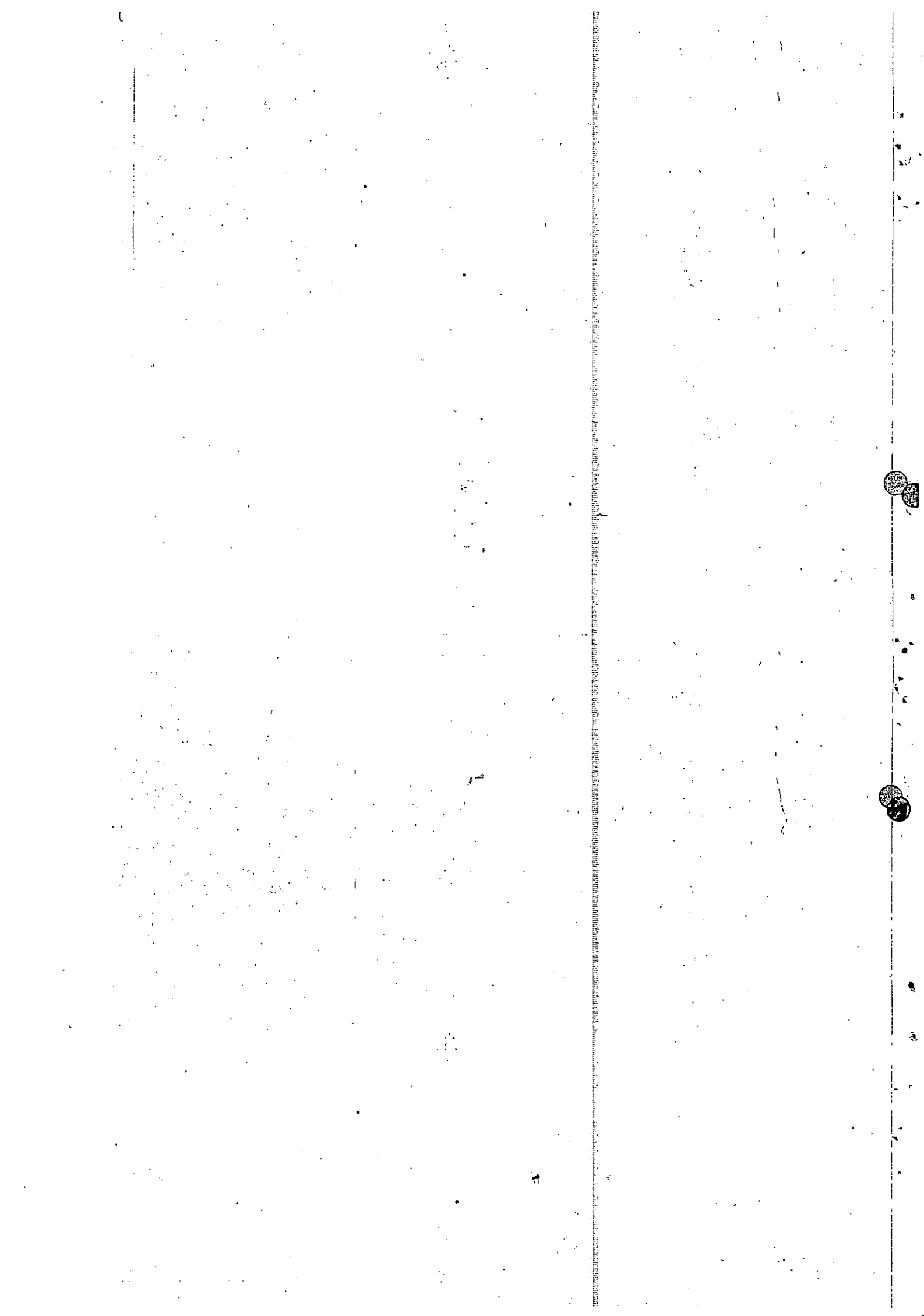
	Light Point	Fan Point	Plug Point	Power Point	Telephone Point	Telephone Point	Cable TV Connection
Living room	2	1	1	-	1	1	1
Bedroom	1	1	1	-	1	1	-
Kitchen	1	1	1	1	-	-	-
Passage/ Balcony	1	-	-	-	-	-	-
Bath	1	-	-	1	-	-	-
W.C.	1	-	-	-	-	-	-
Shop	2	-	1	1	1	1	1

8. Loft : Loft shall be provided over bath room & in kitchen.
9. Staircase : Staircase will be of R. C. C. with R. C. C. Pardi. The treads shall be finished with black cudadah or kotah stone or mosaic.
10. Lift : One electrically operated lift will be provided for each wing in building.
11. Compound Pavement : Cement concrete compound pavement as per Municipal requirement.
12. Loft tank will be provided in kitchen & bathroom.
13. Netlon Jali will be provided for window.

one No. Aque Guard will be provided in Kitchen.

#### COMMON AMENITIES FOR COMPLEX

1. Decorative Enternce for each wing.
2. Decorative Enternce for main gates.
3. Well planned Land Scaped Garden.
4. Playground equipments for childrens.
5. Badminton's Court.
6. Indoor Games club House for Carrom, Chess Board, Table Tannis etc.
7. Light poles for Internal Roads.





महाराष्ट्र शासन  
नोंदणी व मुद्रांक विभाग

नोंदणी फी व मुद्रांक शुल्क या करिता भरावयाचे मुल्यांकन माहिती वितरण पत्र

(बांधकाम / इमारतीकरिता)

विभाग क्र. (झोन नं. "J"  
(माहिती असल्यास द्यावी)

उपविभाग क्र. (सब झोन नं.)

१. पदाकाराचे नाव:

N. RAVI CHANDRAN.

२. दस्तऐवजाचा प्रकार

AGREEMENT FOR SALE.

३. मालमत्तेचे वर्णन:

(अ) रिटो: सर्वे नं., सर्वे नं./गट नं./पोट हिस्सा नं./ टी.पी.एम. नं. 728 - 730 - 731.

(ब) चतुः सीमा १) ON OR TOWARDS NORTH BY 60 FT. D.P. ROAD.

२) ON OR TOWARDS EAST BY Q TYPE BUILDING.

३) ON OR TOWARDS WEST BY 40 FT. D.P. ROAD.

४) ON OR TOWARDS SOUTH BY 25 FT. D.P. ROAD.

RESIDENCE

(क) मालमत्तेचे क्षेत्र

चौ.मी./चौ.फु.

428 Sq. Ft. BUILTUP.

(ग्लॅट/अपार्टमेंट/दुकान/कार्यालय)

RESIDENCE.

(ड) वापराचे स्वरूप

(निरासी/व्यवसायी/अॅटोमॅटिक)

SEVENTH.

703.

(इ) मत्त. अ.

LIFT.

गाळा क्र.

(क) इतर सुविधा


(गच्ची/टेरेस) / लिफ्ट / जॉइनिंग पार्क/ क्लब / उद्यान / पोहण्याचा तलाव / वाहनतळ इत्यादी

टीप: करारपत्र / सादेखत (Agreement of Sale) कोणतेही पूरक कागदपत्रे लागत नाहीत.

संबत दस्तऐवजाची झेरोक्स प्रत जोडली आहे.

तारीख:

ठिकाण: MUMBAI.

पदाकाराची स्वाक्षरी: 

कार्यालयीन उपयोगासाठी

Area = 428 Sq. Ft. b.u.

वरील माहितीच्या आधारे लागू होणारा

Bheyandaz (DRT Thary)

जिल्हाच्या/ त. असाच्या बाजार/सदर

तकत्यातील विभाग क्रमांक

J. 100

मधील अ/क्र. वा दर

1107

रशि नं. फी. फु. व

नुसार मालमत्तेचा शोधीरी किंमत

4,72,940/-

- Con = 4,81,500/-

अवश्यक मुद्रांक शुल्क रु.

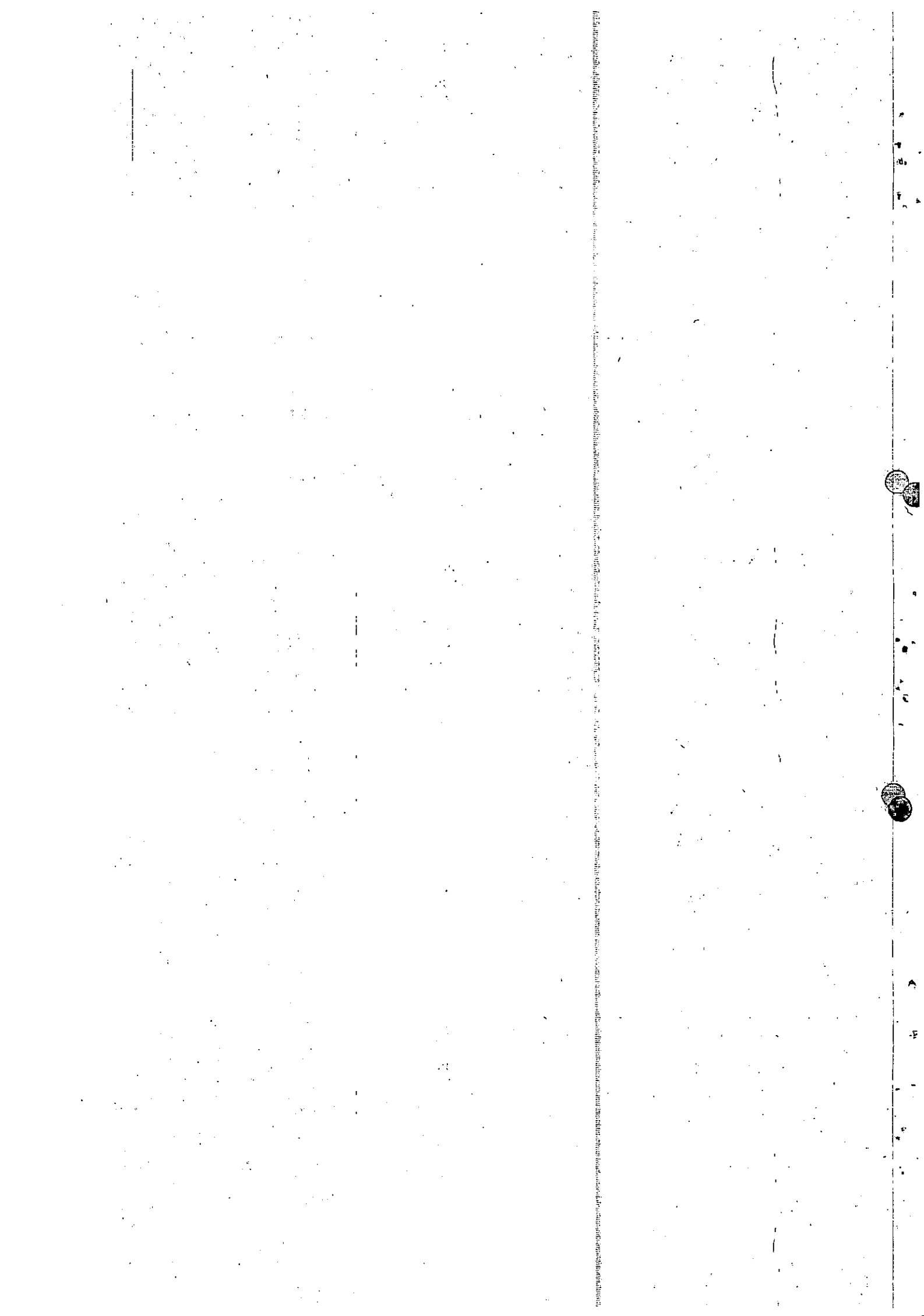
10605/-

नोंदणी फी रु.

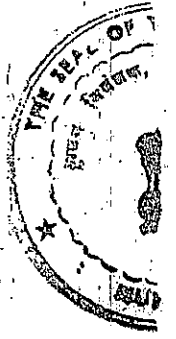
4820/-

लिपिक

मुद्रांक निवर्तक







१९. वरील खंड आ मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदांविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट भूदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिकारी-याने निर्देश देण्यास धिरो संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुजागाही व्यक्तीकडून जमीन महसुलाची थकवाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

२०. दिलेली ही परवानगी मुंबई कुळवहिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होणेत. त्या उपबंधाच्या अंतर्गत असेल.

२१. अनुजागाही यांनी भिगरशेतकी आकारणीच्या पाचपट रक्कम रु. ३४,९३६/- (अक्षरी रु. चौतीस हजार अक्षरी रु. चौतीस मात्र) रूपांतरीत कर ( कन्व्हर्शन टॅक्स ) म्हणून नगरी सजा मिरं यांचे कडील पत्रां क्र.१३५१२७९ दि. ११.१.२००० अन्वये सरकार जमा केली आहे.

२३. अनुजागाही यांनी मिरा भाईंदर नगरपालिका यांचे कडील बांधकाम नकाशां व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुजागाही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरूपाचा गुन्हा बाबत करण्यांस पात्र रहातील व असे जादा बांधकाम दूर करण्यांस पात्र राहिल.

सही/-  
( मुकेश खुल्लर )  
जिल्हाधिकारी ठाणं

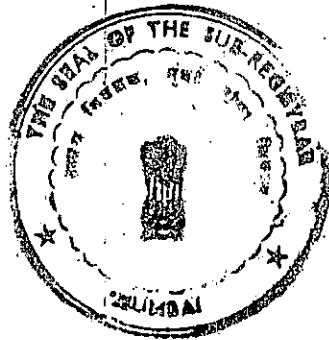
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श्री. रश्मी भोलाभाय नवलकर व इतर  
सा. भाईंदर ता.जि. ठाणं



जिल्हाधिकारी ठाणं करिता







PB 1540/2001  
Registered No. of pages  
Volume 10 of National No 182-220  
No. 1  
Date 27/2  
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and the power  
of hearing appeals



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JABBY HOME DEVELOPERS  
PROMOTERS

TO

PURCHASER

AGREEMENT OF SALE

BUILDING \_\_\_\_\_  
FLAT/SHOP \_\_\_\_\_  
FLOOR \_\_\_\_\_

M/S. Law \_\_\_\_\_  
Advocates \_\_\_\_\_  
14/1, Ham \_\_\_\_\_  
Bombay \_\_\_\_\_