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AGREEMENT

Sale of Flat/Garage
on
OWNERSHIP BASIS
in
MAHAVIR VILLA
at
Plot No. 119-120.
Garodia Nagar
Ghatkopar (East) Bombay-400 077.
By
MESSRS DIPTI BUILDERS



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THIS AGREEMENT at Bombay this 29th day of
in the year one thousand Nine Hundred and Seventy
hereinafter referred to as the "BUILDER" (which expression shall un-
less it be repugnant to the context or meaning thereof be deemed to
include the partners for the time being of the said Messrs Dipti
Builders their survivors or survivor and the heirs executors and ad-
ministrators of such last survivor) of the One Part and *Smt. Indira*
Laaman Sune of Bombay Indian *I.L.S.*
inhabitant hereinafter referred to as "FLAT HOLDER" (which expres-
sion shall unless it be repugnant to the context or meaning thereof be
deemed to include his heirs, executors administrators and permitted
assigns) of the Other Part.

WHEREAS:

- (a) One Parmeshwaridevi Gardhandas Garodia was absolutely seized and possessed of an otherwise well and sufficiently entitled to a piece or parcel of land bearing Plot No. 119 and 120 of Garodia Nagar Scheme, bearing survey No. 249 Hissa No. 3(p) in the District and Registration Sub-District of Bombay City and Bombay Suburban admeasuring about 1037-00 sq. metres and being C.T.S. No. 103/102 and 103/110(p) and more particularly described in the Schedule hereunder written and for brevity's sake hereinafter referred to "the said Plot";
- (b) The plans of building to be constructed on the said Plot were approved by the Municipal Corporation of Greater Bombay and the certificate to commence construction in pursuance of such plans was granted by the Municipal authorities on the 2nd February, 1976 and the construction of a building was started by the said Parmeshwaridevi Gardhandas Garodia on the said Plot on or about the 2nd February, 1975;
- (c) The said Parmeshwaridevi Gardhandas Garodia was unable to complete the construction of the said building on the said Plot as per the said plans, or to sell the flats contained in such building or to do the other acts, deeds matters and things to complete the project of developing the said Plot for want of sufficient experience, finance at her disposal and for several other good reasons;
- (d) The said Parmeshwaridevi Gardhandas Garodia therefore with effect from the 1st October, 1977 entered into the Partnership with Chandrakant Damji Shah and Ors on the terms, conditions and covenants contained in the Deed of Partnership dated 15th October, 1977 made between them to complete development of the said Plot in the Partnership firm name and style of the Builder firm;
- (e) The said Parmeshwaridevi Gardhandas Garodia brought the said Plot in the said partnership firm by way of her capital;



- (f) The amended Plans of building of ground and upper floors to be constructed on the said Plot have been sanctioned by the Municipal Authorities under No. CE/2721/BS/III AN on the 27th January, 1978 and the specifications of such building have been drawn up the Builder as are annexed hereto.
- (g) The Builder have commenced construction of a building on the said Plot in pursuance of the said sanctioned building plans and the said specifications;
- (h) The Plot Holder declares that not more than one dwelling unit in the said Building will be owned by him and that the extent of vacant land held by the Flat Holder shall in no case exceed the extent required under any building regulation governing the group housing.
- (i) The Flat holder has taken inspection of the said sanctioned plans as also has been furnished with two copies of the documents set out in Rules 4 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction etc.) Rules 1954 (hereinafter referred to as "the said Rules") including those hereinabove recited which the Flat Holder doth hereby confirm and the said plans have been kept open for inspection at the site of building;
- (j) The title to said Plot has been duly certified by Shri L. D. Shah Advocate by his certificate of title a copy whereof is hereunder reproduced;
- (k) The Builder will sell the tenements in the said building constructed as aforesaid on the said Plot on ownership basis with a view ultimately that the purchasers of all such tenements (hereinafter for brevity's sake collectively referred to as "the premises in such building") in such building should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960 or they should incorporate a limited Company under the Companies Act with themselves being the share holders (hereinafter for brevity's sake referred to as "the said Organisation") and upon each of the purchasers of the premises in such building paying in full the amounts payable by him to the Builder for purchase of the premises in such building and strictly complying with all the terms and conditions to be observed and performed by each of such purchasers with the Builder, the Builder shall subject to the permission under the Urban Land (Ceiling and Regulation) Act, 1976 or any other Law as may be necessary to convey or cause the Plot and the Building to be constructed thereon conveyed to the said Organisation;
- (l) The Flat Holder has agreed to purchase from the Builder Premises hereinafter mentioned contained in the said building for the price and upon the terms and conditions herein contained and on the detailed terms and conditions hereto annexed;
- (m) The Flat Holder in the agreement shall unless repugnant to the context or meaning thereof also include the plural of "Flat Holder" and the feminine gender of the "Flat Holder";

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY AGREED by and between the Parties as follows:—

1. The Flat Holder hereby agrees to purchase from the Builder a Premises being Flat Garage No. A-1000 3rd the floor of the said building on the said Plot consisting of 7.10 sq. m. and a portion thereon on the (which formed annexed hereto and hereunder for brevity's sake see

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ferred to as the "said Premises") at or the lumpsum price of
Rs. 48000/- (Rupees *forty eight thousand only*) on the terms and conditions here-
inafter set out and on the detailed terms and conditions annexed hereto.
The said Purchase price of the said Premises shall be paid by the Flat
Holder to the Builder in the manner given below:-

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1. Rs. 24,000/- as the earnest money on
execution here of.
2. Rs. 12,000/- / on or before 20th January 1978;
3. Rs. - / on or before 1978;
4. Rs. - / on or before 1978;
5. Rs. - / on or before 1978;
6. Rs. - / on or before 1978;
7. Rs. - / on or before 1978;
8. Rs. 12,000/- / being the balance within a week of the
possession of the said Premises being
offered to the Flat Holder or before
taking possession whenever is earlier;

Total Rs. 48000/- (Rupees *forty eight thousand only*)

2. The name of Building on the said Plot shall always be "Mahavir
Villas" and subject to the approval of the Asst. Registrar Co-operative
Societies, Bombay, the name of the Co-op. Society that may be formed
by the Flat Holder with Purchasers of the other premises shall be pre-
ceded by the word "Mahavir Villa".

3. The detailed terms and conditions on which this Agreement has
been arrived at between the parties hereto have been annexed
hereto and that the said terms and conditions shall form an integral part
of this Agreement.

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

THE SCHEDULE HEREINAFORE REFERRED TO:-

ALL THAT freehold piece or parcel of land situate lying and being
at Ghatkopar (East), Bombay being Plot No. 119 and 120 Carodia Nagar
Scheme, bearing Survey No. 249 H. No. (Part) in the Registration Sub-
District and District of Bombay City and Bombay Suburban admeasuring
1037.80 sq. metres or thereabouts being C.T.S. Nos. 105/102 and
106/110(pt).

SIGNED SEALED AND DELIVERED BY)
the withinnamed Messrs. Dipal Builders in the presence of)
Partner

For DIPTI BUILDERS.
Dipti Builders
Partner

SIGNED SEALED AND DELIVERED BY)
the withinnamed Flat Holder)
in the presence of)
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RECEIVED of and from the withinname Flat Holder)
a sum of Rs. 24,000/- (Rupees *Twenty*)
four thousand only in cash/by cheque No. *86992*)

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dated 28/12/36 on United Commercial Bank
Thiruvancherappur, Bank being the earnest money to be
paid by him to us as within mentioned Rs. 24,000/-

WE SAY RECEIVED
FOR MESSRS DIPTI BUILDER'S

L. D. Shah

Partner
(Builder)

TO WHOMSOEVER IT MAY CONCERN

I have investigated the title of Smt. Purnashwarderi Gordhat-
das Garodia to the Plots No. 119 and 120 of Garodia Nagar Scheme,
Ghatkopar (East) Bombay bearing S. No. 240 II; No. 3(p) (part) and City
Survey No. 105/102 and 105/110 admeasuring about 1637.80 sq. metres
and in my opinion the same is free from reasonable doubts and
is such marketable.

Dated this 23rd day of January, 1973.

Sd/- L. D. Shah
Advocate, High Court,
Bombay.

SPECIFICATIONS AND AMENITIES.

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BUILDING

Building will be of R.C.C. framed structure consisting of beams,
columns and slabs etc. outside walls will be ~~partly of R.C.C. and partly of cement-~~
concrete blocks ~~R.C.C. work~~, Internal brick work shall be of 4" B.M. work

DOORS AND WINDOWS:

All the outside doors and windows will be with ventilators, except
main door. Inside doors will be of without ventilators. Frames of
4" x 2 1/2" section. Main entrance door to each flat shall be flush door
with summer from outside and commercial ply from inside and without
ventilator. One night latch peep hole androp. from outside, postman
slit, safety chain number plate, electric bell one each and tower bolt
from inside. One marble sillar, copper sill to the main entrance. All
the door shutters will be of panel type. All doors and windows shall
be painted with oil paint, W.C. & Bath doors will have towerbolt from
both the sides. Handles will be on both sides. All the fittings shall be
of aluminium except hinges and screws and pavankills which will be
of steel. Bath & W.C. door to have a glass panelled top. All the
windows will have one towerbolt and one handle per window. All the
windows shall have Indian ground glass. M. S. grill in window except
those of bath and W.C. which will have round M. S. Bars. All wood
and grill work will be oil pated.

LOFTS:

R.C.C. lofts will be provided for bath and same will be covered
with jall shutters.

BATH & W.C.

Flooring of bath will be tandar polished. Bath will have 3'-6" white glazed tiles dado. Bath will have one geyser of 2 K.W. one chromium plated shower and Aluminium towel rod of 2'-0". Each W.C. will have one Indian type W.C. with high level flushing tank. Flooring of W.C. shall be white glazed and dado of 1'-6" white glazed tiles.

KITCHEN

The flooring of each kitchen will be of mosaic tiles white glazed tiles dado on three sides wall upto 1'-0" with 0'-3" border. There will be one R.C.C. platform with black cudapa over it in one or two pieces over the platform 1'-6" glazed dado with 0'-3" white border. Cudapa shelf below platform. Sunmica shutters below kitchen platforms.

PLUMBING

One indirect tap in each kitchen, W.C. bath and wash basin. There will be one underground tank with pumpset for storage purpose. There will be one overhead tank in the building. All taps will be chromium plated. There will be one wash basin of 20" x 16" in each flat.

ELECTRIC:

Electric wiring will be conduit upto main and open in the flats. Aluminium wire will be used for entire electric work. Each flat shall be provided with following number of points.

HALL:

2 light points, 1 fan point, 1 power plug, 1 light plug.

BED:

2 light point, one fan point, 1 light plug.

KITCHEN:

1 light point one power plug. One fan point.

BATH & W.C.:

Separate light points.

PASSAGE & BALCONIES:

One point each in passage and balcony. Each flat will have separate meters. In case domestic power is delayed or refused by the authorities, builders shall not be responsible for the same.

GENERAL:

1. Flooring shall be of marble mosaic tiles.
2. The building shall be painted with 3 coats of lime colour wash from inside and two coats of snowcem or its equivalent from outside.
3. W.I. compound gate.
4. Terrace flooring shall be of mosaic tiles pieces.
5. One 48" fan in each flat.
6. Compound wall of 9" R.M. all around building. Wherever compound wall.

Terms and Conditions forming integral
part of the Agreement

1. The Flat Holder hereby agrees to pay all amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being essence of the contract. It is expressly agreed between the parties that the Builder is not bound to give a notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount on their respective due dates.

Regular
payment

2. The Flat Holder has prior to the execution of this Agreement inspected and satisfied himself about the title of the said Plot and no requisition or objection shall be raised on any matter relating thereto, and that the Flat Holder hereby accepts the title of the said Plot.

Title

3. It is hereby expressly agreed and declared that the Builder will have absolute right and authority to make such changes in the said building plans as the Builder may from time to time deem it necessary in the course of construction of the said Building provided such change in plans and construction does not affect the shape, size and location of the said Premises and the Flat Holder hereby irrevocably gives his consent to the Builder for making such change.

Right to amend
the plans

4. The Builder will sell all the premises in the said building on ownership basis with a view ultimately that the the Purchasers of all the premises in such building should form themselves into the said Organisation and upon the Purchasers of all the premises in such building paying in full their respective dues payable by them and complying with all terms and conditions of their respective agreements with the Builder, the Builder shall subject to such permission of such authority as and

Conveyance

if it may be necessary under any Law for the time being in force including the Urban Land (Ceiling and Regulation) Act, 1976 convey the said Plot with the building which is being constructed thereon in favour of the said Organisation or at the option of the Builder the Purchasers of all the premises in such Building should submit the said Plot and the Building thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing Declarations and Deeds of Apartment as required by the said Act.

Payments
before
possession.

5. Under no circumstance the possession of the said Premises shall be handed over by the Builder to Flat Holder unless and until all the payments required to be made under this Agreement by the Flat Holder have been so made to the Builder.

Notice for
possession.

6. The possession of the said Premises shall be handed over by the Builder to the Flat Holder PROVIDED ALL the amounts including price of the said Premises deposits payable under clauses 10 and 11 hereof are paid to the Builder in full. The Flat Holders shall take possession of the said Premises within seven days after Builder giving a notice to the Flat Holder intimating him that the said Premises is ready for use and occupation.

Tentative
date of
possession.

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7. Subject to the Flat Holder making full payment of all the amounts due by him under this Agreement the possession of the said Premises shall be delivered by the Builder to the Flat Holder on or before 30-12-1979. The Builder shall not incur any liability if they are unable to deliver possession of the Premises by the date aforesaid if the completion of the building is delayed by reason of non availability of steel or cement or any other building material or by reason of war, civil commotion, or any act of God, or if non-delivery of possession is as a result of any notice, order rule or notification of the Government or the Municipal Authorities or any other authority or court of law or tribunal or on account of the Municipal Authorities not granting water connection or on account of the circumstances beyond the Builders' control, or any other unavoidable, unforeseen or inevitable circumstance.

Right to
terminate

8. If for any reason the Builder is unable or he fails to give possession of the said Premises to the Flat Holder by the date specified in Clause 2 above, its extension or by a period during which any or more of the reasons set out in clause 7 prevail or on any further date or dates agreed to by and between the parties hereto, then and in that case, the Flat Holder shall be entitled to terminate this Agreement in which event the Builder shall, within two weeks from such termination refund to Flat Holder the amounts that may have been received by the Builder from the Flat Holder in terms hereof in respect of the said Premises together with simple interest on such amounts at the rate of 9% per annum

from the date of receipt of each of such amounts till payment. Over and above the payment of Interest as aforesaid the Builder shall also pay to the Flat Holder a sum of Rs. 200/- as liquidated damages.

9. Upon the Flat Holder taking possession of the said Premises he shall have no claim against the Builder as regards the quality of the Building material used for construction of the said Premises or otherwise whatsoever.

Builder
released on
possession.

10. Commencing a week from the date of the occupation Certificate that may be granted by the Municipal Authorities in respect of the Building on the said Plot the Flat Holder shall pay on or before the 5th day of every month to the Builder until the said Plot and the Building thereon is transferred to the Organisation or till the same is submitted to the provisions of the said Maharashtra Apartment Ownership Act, 1970 a sum of Rs. 100/- towards the proportionate share that may be ascertained by the Builder of (a) the insurance premium for insuring the said Building against fire, riot and civil commotion etc. (b) the Municipal rates, charges and taxes and all other outgoings that may from time to time be levied on or incurred in respect of the said Plot and building thereon and (c) the charges for the maintenance and management of the said building including wages and salaries of watchmen, sweepers etc. The Flat Holder shall keep deposited with the Builder before taking possession of the said Premises a sum of Rs. 600/- (Rupees Six hundred only) for payment of the aforesaid expenses and outgoings ~~and the deposits referred to in the paragraph 11 hereof and Rs. 250/-~~ as contemplated by clauses 43 and 44 hereof. The said sums shall not carry any interest and will remain with the Builder until said Plot and building thereon are transferred to the said Organisation or upon the said Plot with the building thereon being submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970. The said deposit or the balance thereof shall be paid over by the Builder to the said Organisation or to the Condominium of the Flat Holders only and the Flat Holder shall not be entitled to demand repayment of the account thereof. The Flat Holder shall also keep deposited with the Builder a sum of Rs. 250/- (Rupees two hundred and fifty one only) as share money and entrance fee to be paid to the said Organisation.

Liability and
deposit for
outgoings

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and the expenses

11. The Flat Holder hereby agrees that in the event of any amount by way of premium or security deposit to the Municipal Corporation of Greater Bombay or to the State Government or Betterment charges or Development tax or Security Deposit for the purpose of giving water connection or any other tax or payment of a similar nature including L.D.O. Deposit and occupation Deposit or any other Deposit becoming payable by the Builder the same shall be reimbursed by the Flat Holder to the Builder in proportion to the area of the said Premises and in determining such amount the decision of the Builder shall be conclusive and binding upon the Flat Holder. For this purpose the flat purchaser shall deposit a sum of Rs. 250/- (Rupees two hundred and fifty one only) before taking possession.

Reimbursement
of deposits.

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The Flat Holder shall also pay Rs. 250/- as cost

12. Without prejudice to the rights and remedies available to the Builder under the provisions elsewhere contained in the foregoing agreement in this connection, the Flat Holder shall be liable to pay and the Builder shall be entitled to recover from the Flat Holder interest at the rate of 12% per annum on all the amounts remaining unpaid to the Builder as per clause 1 hereof or otherwise from the due date thereof till payment.

Liability to
maintain
Premises.

13. After the possession of the said Premises is handed over to the Flat Holder, he shall maintain the said Premises at his own cost in good and reasonable repair and condition and shall not do or suffer to be done anything in the said building the said Premises staircases and common passages which may be against the rules or bye-laws of the Municipal Corporation of Greater Bombay or other authority nor shall the Flat Holder charge, alter or make addition in or to the said Premises or to the said Building or any part thereof. The Builder shall not be responsible for the forfeiture of the O. L. D. Deposit or any other penalty or fine imposed by the Municipal Authorities on account of the unauthorised alteration or addition that may be made by the Flat Holder or by the Purchasers of any other Premises, contained in the Building on the said Plot.

Nature of
Right

14. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Premises or of the said Plot or the building thereon or any part thereof to the Flat Holder by the Builder.

Restriction on
alienation.

15. The Flat Holder shall not let, sublet, sell, transfer or assign his interest or benefit under this Agreement till all the dues payable by him to the Builder under this Agreement are fully paid up and until he obtains previous consent in writing of the Builder in that behalf.

Transfer of
Property to
Organisation.

16. The Flat Holder along with the Purchasers of other premises in such building shall form themselves into the said Organisation or submit the said Plot and building thereon to the provisions of the said Maharashtra Apartment Ownership Act, 1970. Upon the Flat Holder along with the Purchasers of the other premises forming themselves into the said Organisation, the Builder shall subject to such permission of such authority as and if may be required under the Urban Land (Ceiling and Regulation) Act, 1970 convey or get conveyed the said Plot with the Building which is being constructed thereon to such Organisation. Upon the said plot and building thereon being submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 the rights of the Flat Holder as the Owner of the said Premises will be regulated by the Provisions of the Bye-laws or the provision of the Memorandum and Articles of Association of such Organisation or the Bye-law of the Condominium of the Flat Purchasers as the case may be.

17. The Flat Holder shall take if necessary, requisite shares of the said Organisation and this Association shall be treated as an irrevocable application and consent to become a member of the said Organisation by the Flat Holder and for allotment of shares thereof to the Flat Holder.

Membership to Organisation.

18. That Flat Holder shall from time to time sign all applications papers and documents and do all acts, deeds, and things as the Builder and/or the said Organisation may require for becoming a member of the said Organisation.

Application to be Member.

19. The Flat Holder shall observe and perform all the bye-laws and the Rules and Regulations which the said Organisation may adopt.

20. The Builder shall co-operate with the Flat Holder and the Purchasers of the Other premises in such building in formation and registration of the said Organisation as aforesaid for the purposes of management of the said Plot and the Building thereon, as also if necessary for submitting the premises in such building to the provisions of Maharashtra Apartment Ownership Act, 1973.

Formation of the common Organisation.

21. The Flat Holder shall keep the said premises and its external and partition walls, sewerages, pipes and appurtenances of the said building in reasonable repairs so as to support shelter and protect the parts and members of the said building other than the said Premises.

Repairs of common portions.

22. The Flat Holder shall permit the Builder the said Organisation and his/their surveyors and agents with or without workmen at all reasonable time and from time to time to enter into and upon the said Premises or any part thereof to view and examine the condition of of the said Premises and for the purpose of repairing any part of the said Building as also for the purpose of maintaining rebuilding cleaning lighting and keeping in order and condition all services, including drains pipes cables water pipes gutters, wires, structures used for the said building as also for the purpose of laying down, maintaining and repairing and testing drainages and all other pipes and electric wires and for similar other purpose.

Facilities for repair

23. After possession of the said Premises is handed over to the Flat Holder, if any addition or alteration for repairs about or relating to the said building is required to be carried out by the Government, Municipality or any other authority or public body, the same shall be carried out by the Flat Holder in cooperation with purchasers of the other premises in such building at his own cost and the Builder shall not be in any manner liable or responsible for the same.

Liability to repair after possession.

- Restriction on external decoration. 24. The Flat Holder shall not decorate the exterior side of the said Premises otherwise than in a manner agreed to with Builder.
- Property to be impartible. 25. The Flat Holder shall not be entitled to claim partition of this share in the said plot and/or the building thereon and the same shall always remain undivided and impartible provided that the Flat Holder shall have right to the said Flat and common amenities that shall attach thereto in the event of the said Plot and Building thereon being submitted to the provisions of the Maharashtra Apartment Ownership Act, 1979.
- Restrictions on nuisance. 26. The Flat Holder shall not throw dirt, rubbish, rage, or other refuse in the compound or any portion of building.
- Restrictions on user of the premises. 27. The Flat Holder shall not use the said Premises or permit the same to be used for any purpose - however noble - than as a private dwelling house and/or residence or for any purpose which may or likely to cause nuisance or annoyance to the occupants of the neighbouring properties nor for any illegal or immoral purpose.
- Restrictions on storage. 28. The Flat Holder shall not store in the said Premises any goods of hazardous or combustible nature or which are too heavy damage the construction or the structure of the building.
- Bar on Nuisance 29. The Flat Holder shall not cause or create noise or nuisance to other Flat Holders by allowing pounding of condiments and grinding on the masala stone or by any other similar act.
- Builder's right to terminate the agreement. 30. If the Flat Holder commits default in payment to the Builder of any of the instalments or interest or other payments to be made hereunder on their respective due dates time in that behalf being the essence of contract the Builder shall be at liberty to terminate this agreement in which case the said deposit or earnest money paid by the Flat Holder to the Builder shall stand forfeited. The Builder shall however, on such termination, refund to the Flat Holder the instalments or part payment if any which may have till then be paid by the Flat Holder to the Builder but without any further amount by way of interest or otherwise after deducting there from any dues in respect of the additional work done in the said Premises, interest due hereunder and the amount as he suffered by the Builder on resale of the Premises any other amount which may be found due and payable by the Flat Holder and on the Builder terminating this Agreement under this Clause the Builder shall be at liberty to sell the said Premises to any other as the Builder may deem fit at such price as the Builder may determine at the risk of the Flat Holder and the Flat Holder shall not be entitled to question such sale or to claim any amount whatsoever from the Builder.

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31. In case the Flat Holder gives the said Premises on lease and licence basis or any other basis and if on that account the Municipal Authorities or any other Authority charge the Municipal or other taxes at an increased rate, the Flat Holder hereby agrees to pay such excess Municipal Taxes in respect of the said Premises. In case the Flat Holder fails to pay such excess Municipal Taxes the Flat Holder shall alone be liable to pay all the cost and bear consequences whether directly indirectly or remotely resulting from such non-payment.
32. Save and except on the said Premises hereby agreed to be acquired, the Flat Holder shall not claim right to any other part of the said building i.e. to any of the open spaces, parking places, garages, terraces, unutilised F. S. I. that may be granted by the Municipal Authorities within five years from the date of conveyance of the said Plot and the Building hereby contemplated as aforesaid, and the same will remain the property of the Builder until the same is transferred to the said Organisation and that upon the said Plot and the Building thereon being transferred to the said organisation as aforesaid the document to transfer the same shall contain necessary covenant reserving to the Builder's the aforesaid rights or such of them as the Builder may desire, provided that in the event of the said property being submitted to the provisions of the Maharashtra Apartment Ownership, Act, the Flat Holder shall only be entitled to the said Premises together with the rights as may be set out in the Declaration as to the common areas and facilities.
33. The Builder shall in respect of any amount unpaid by the Flat Holder under the terms and conditions of this Agreement have a lien on the said Premises agreed to be acquired by the Flat Holder
34. The Flat Holder shall not do or cause to be done any act or thing which may render void or voidable the insurance Policy of the Builder or whereby the rate of premium payable in respect thereof is increased.
35. Any delay or indulgence of the Builder in enforcing the terms of this agreement or any forbearance or giving time to the Flat Holder shall not be construed as a waiver on the part of the Builder of any breach.
36. This Agreement shall always be subject to the Provisions contained in the said Act and the said Rules or any statutory modification or re-enactment thereof or any other provision of Law applicable thereto.
37. If the floor space index available on the said Plot is not fully consumed by construction of the said Building on the said Plot in pursuance of the said plans or if any additional floor space index is

Liability and consequences for increased taxes.

Right restricted to the premises.

Lien for unpaid amount.

Act to affect insurance.

No waiver by indulgence.

Agreement subject to M. O. F. act.

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available by modification or relaxation of Municipal Rules in that behalf, the Builder will be entitled to consume such unused floor space index or the additional floor space index by construction of additional premises on the said building at any time within 5 years (1) from the date the said Plot and building being submitted to the provision of the Maharashtra Apartment Ownership Act, 1970 and sell the premises in such additional construction on ownership basis by the Agreement in the form similar or as near as possible to the form of this Agreement and that the Purchasers of such additional premises shall be entitled to be members of the Organisation that will be formed by the Purchaser along with the other Purchasers of the remaining Premises of such building. The Conveyance of the said plot with the Building thereon in favour of the said Organisation or the said declaration shall contain a suitable covenant reserving the rights of the Builder as contemplated by the foregoing clause.

Compensation for set back.

38. In the event of any portion of the said Plot being notified for set back prior to the transfer of the Builder's interest in the said Plot in favour of the said Organisation or prior to the said property being submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 the Builder alone shall be entitled to receive the amount of such set back land.

User of other premises

39. The Builder shall be entitled to sell the Premises in the said building for purpose of using the same as bank dispensaries, nursing homes, maternity homes, coaching classes and for other residential or non-residential purpose and the Flat Holder shall not object to the use of the other premises in such building for the aforesaid purpose by the Purchaser thereof.

Add. for notice.

40. All notices to be served on the Flat Holder by the Builder under this Agreement or otherwise shall be deemed to have been duly served if sent to the Flat Holder by prepaid post under certificate of posting at his address at Isambhai Vasa Nagar,

Vilepari (E) Bombay

Flat Holder to lodge agreement for registration.

41. The Original hereof shall remain with the Flat Holder who will lodge the same for registration with Sub-Registrar of Assurances at Bombay and the Builder will attend the sub-registry and admit execution thereof after the Flat Holder sends written intimation of the number and date on which the same is lodged for registration.

Legal formalities for transfer of property.

42. Shir L. D. Shah, Advocate, of the Builder shall prepare and or approve as the case may be the Conveyance of the said Plot with the Building thereon or any other document in favour of the Organisation as also the bye-laws or the Memorandum and Articles

of Association in connection with the formation registration and/or incorporation of the said Organisation, or the Declarations and Deeds of the Apartment and Bye-laws of Condomination.

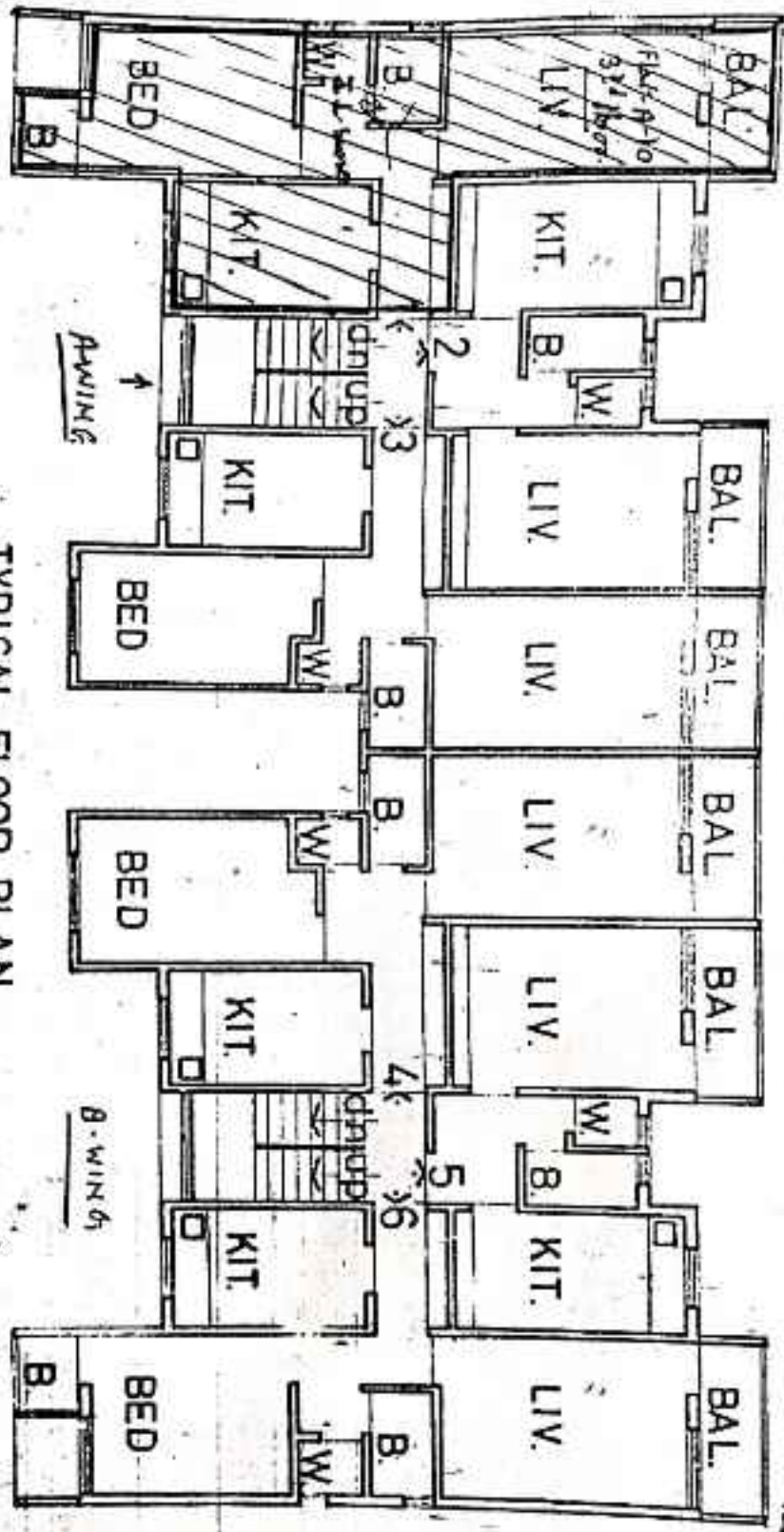
43. All costs charges and expenses, including stamp duty Registration charges and other expenses in connection with preparation and execution of the conveyance of the said Plot with Building thereon and any other document (whether incurred heretofore or to be incurred hereafter) to complete the title of the said Organisation to the said Plot and the Building thereon as also in connection with the formation registration and incorporation of the said Plot and the Building thereon as also in connection with the formation registration and incorporation of the said Organisation, and also on the Declaration and Deeds of Apartment to be prepared for submitting the said property to the provisions of Maharashtra Apartment Ownership Act, 1970 as the case may be shall be borne shared and paid by the Flat Holder in proportion to the area of the said premises. Expenses for transfer of property.

44. The Stamp duty, Registration charges and all other costs of and incidental to this agreement shall be born and paid by the Flat Holder. Expenses of this agreement.

IL-S. X

45. The flat purchaser shall pay 2.2% brokerage to M/s. Punjalal A. Dave.

← ROAD →



TYPICAL FLOOR PLAN

MAHARAJ VILAS
BOMBAYSEN. BUILDING ON DIRT ROAD-119 & 120 GARDOLA NAGAR

PUNJALAL G DAVE
Estate Agent,
1st Floor, Jankar Nagar No 2
Vaidhyanagar Lane, Chembur,
BOMBAY-27
Tel. 3-110

To

The Chief Promotor/Chairman

..... —Co. Op. Hsg. Soc. Ltd. (Regd./Proposed)

Sir/Madam,

I, the undersigned Shri/Smt. hereby request you to admit me a Co-Partner Co-Owner Tenant Member of your Society. My Particulars are given below :-

- (1) Age ————— years.
- (2) Occupation
- (3) Address
- (4) Monthly Income of mine and of any other person on whom I am depositing Rs. /-

I have gone through the proposed/registered Bye-laws of your Society and the Rules and the Regulations there under and I undertake to abide by the same and with any modification that the Registrar may make in them.

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

I am prepared to contribute ————— per cent of the total cost of the land and construction of building thereon and the balance amount of which I expect to obtain as loan either from Government or any other Financing Agency from which the Society may obtain loan. In the event of the Society being unable to obtain to the extent of its expectation. I am prepared to contribute such further amount towards the cost of land and construction as the Society may require.

I have paid Rs. /- towards the cost of my flat.

I further furnish my particulars in form "E" under Schedule III attached to the Bye-laws as under :-

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

Attested by
Chief Promoter _____
Bombay, dated the _____

Yours faithfully,

I. L. S.

Statement of Further Payment

| Date | Amount | Signature of Bullder | Signature of Flat holder |
|------|--------|----------------------|--------------------------|
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

Name of Flat Holder

Add: (a) Office :

(b) Resd. :

Age Yrs.

Occupation :

Cost of flat :

Income
Area of flat

Business
Service

11. BALI... (NI) DI OT... 170) GAR... NA... 71...

THE WATERLOO MIDDLE FIELD CO-OPERATIVE HOUSING
SOCIETY LIMITED
Incorporated under No. 2 Act, 1930

Authorised Share Capital Rs. 200000/- Dated into 200000 Shares each of Rs. 50/-
Member's Register No. 9 Share Certificate No. 9

THIS IS TO CERTIFY that BRUNO LEONARD SCHEER

A-01 is the Registered Holder of Five 1000000 Shares
to the order of Miss HANNO FRITZ ROSEN
in THE WATERLOO MIDDLE FIELD CO-OPERATIVE HOUSING SOCIETY LTD.
AS SHARES ISSUED subject to the by-laws of the said Society and that upon each of
such Shares the full amount PAID has been paid 50

GIVEN under the Common Seal of the said Society at BRUNO this
day of August 1938

W. M. ... Chairman

Hon. Secretary

... Member of the Committee

