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flat

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Eight.

Dec. 28th
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THIS AGREEMENT at Bombay this 28th day of
 in the year one thousand Nine Hundred and Seventy
 between Messrs DIPTI Builders a partnership firm
 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
Laxman Swave of Bombay Indian
 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.

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WHEREAS:

- (a) One Parmeshwaridevi Gordhandas Garodia was absolutely seized and possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Plots No. 119 and 120 of Garodia Nagar Scheme, bearing survey No. 249 Hissa No. 3(pt) in the District and Registration Sub-District of Bombay City and Bombay Suburban admeasuring about 1037.80 sq. metres and bearing C.T.S. No. 195/102 and 195/110(pt) 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 Gordhandas Garodia on the said Plot on or about the 2nd February, 1976;
- (c) The said Parmeshwaridevi Gordhandas 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 Gordhandas 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 ship 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 Gordhandas Garodia brought the said Plot in the said partnership firm by way of her capital;

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...red to as the "said Premises") at or the lumpsum price of
1. 48000/- (Rupees fourty eight thousand only) on the terms and conditions here-
after 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 :-

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;
- 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 fourty eight thousand only)

The name of Building on the said Plot shall always be "Mahavir Villa" 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 preceded by the word "Mahavir Villa".

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 HEREINABOVE REFERRED TO :

ALL THAT freehold piece or parcel of land situate lying and being Ghatkopar (East), Bombay being Plot No. 119 and 120 Garodia 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 bearing C.T.S. Nos: 195/102 and 195/110(pt).

SIGNED SEALED AND DELIVERED BY) For DIPTI BUILDERS.
the withinnamed Messrs Dipti) [Signature]
Builders in the presence of) Partner

SIGNED SEALED AND DELIVRED BY) the withinnamed Flat Holder Smt. [Signature]
in the presence of) [Signature] X I. L. Surve
K. F. Desai

RECEIVED of and from the withinname Flat Holder)
a sum of Rs. 24,000/- (Rupees Twenty
four thousand only) in casr/by cheque No. 86992)

BATH & W.C.

Flooring of bath will be tandur 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" wide 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" B.M. all around building. Wherever compound wall is existing builders need not construct new compound wall.
7. Electric sunmica board.

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

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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. 500/- 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/- p. m. 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 ~~as also 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 or the account thereof. The Flat Holder shall also keep deposited with the Builder a sum of Rs. 251/- (Rupees two hundred and fifty one only) as share money and entrance fee 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 I.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. 500/- (Rupees five hundred) before taking possession

Reimbursement of deposits.

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The Flat Holder shall also pay Rs. 250/- as cost of this Agreement and other professional costs to be incurred in pursuance hereof.

17. The Flat Holder shall take if necessary, requisite shares of the said Organisation and this Agreement 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, 1970.

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 tenable 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 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 co-operation 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.

31. In case the Flat Holder gives the said Premises on leave 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 costs and bear consequences whether directly indirectly or remotely resulting from such non-payment.
- Liability and consequences for increased taxes.
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 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.
- Right restricted to the premises.
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
- Lien for unpaid amount.
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.
- Act to affect insurance.
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.
- No waiver by indulgence.
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.
- Agreement subject to M. O. F. act.
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
- F. S. I.

[Signature]
I. L. S.

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 account 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 :—

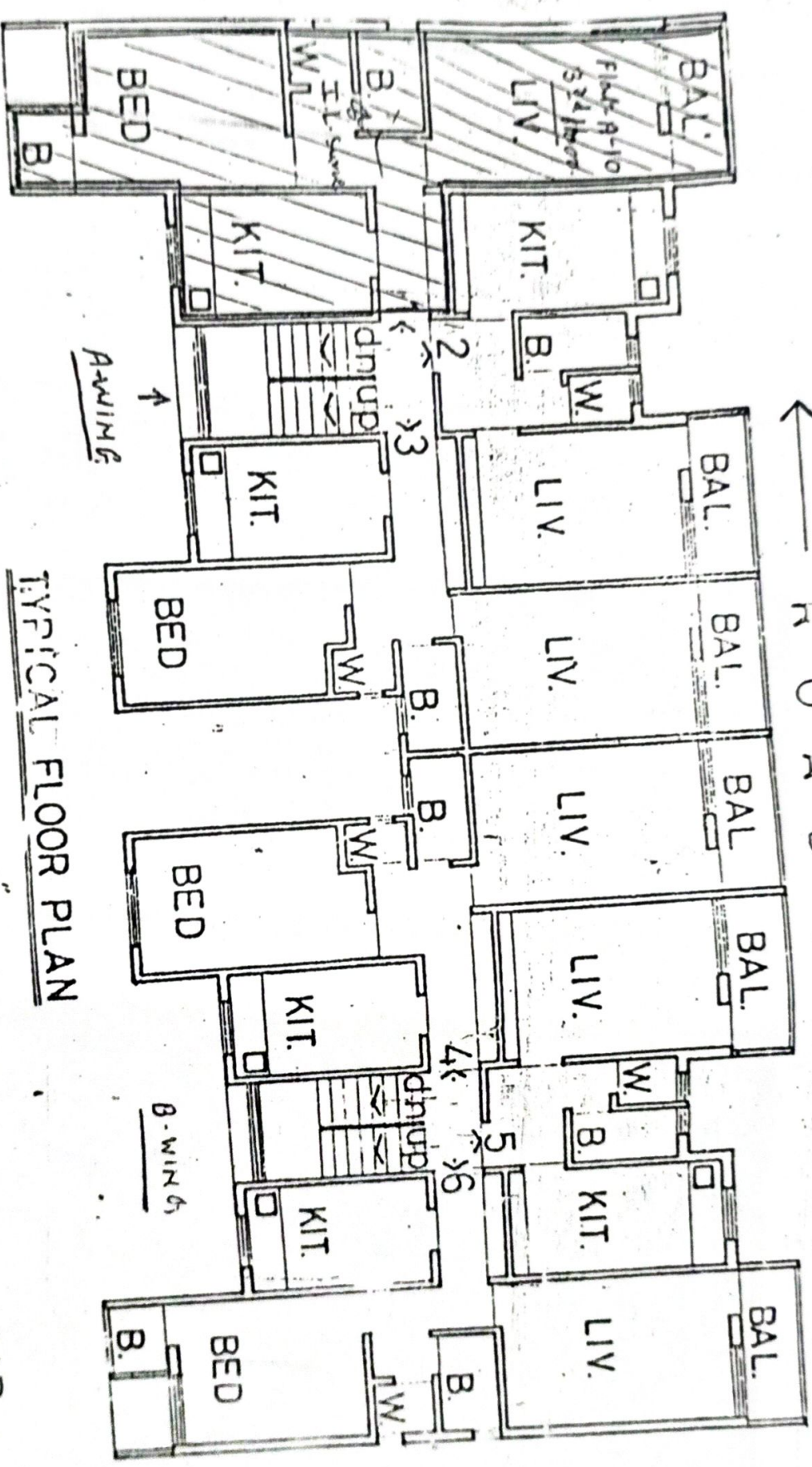
Sr. No.	Name of the Member	Particulars regarding residential building/ Building sites owned by him (in whole or part) or by any other "Member of the family" staying with him.	Place where situated	Reasons why it is necessary to have a house/plot from the Society.
1.	2.	3.	4.	5.

Attested by
Chief Promoter _____
Bombay, dated the _____

Yours faithfully,

I. L. S.

PROPOSED BUILDING ON PLOT NO-119 & 120 GARDNIA NATION
 "MAHAR VILLA"



TYPICAL FLOOR PLAN

← ROAD →

ESTATE AGENTS
 1st Floor, Justice Nagar No 2
 Vaidyaiah Lane, Ghatkopar
 BOMBAY-77 TEL. 51133

THE SARODIANAGAR MAHAVIR VILLA CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M.C.S. Act, 1960)

No. 9

3699

Authorised Share Capital Rs. 10,00,000/- Divided into 20,000/- Shares each of Rs. 50/-

Member's Register No. 9 Share Certificate No. 9

THIS IS TO CERTIFY that Shri Smt. INDIRA LAXMAN SURJE

of A-10 is the Registered Holder of Shares [FIVE] from No. FORTY ONE to FORTY FIVE of Rupees TWO HUNDRED FIFTY [250/-]

in THE SARODIANAGAR MAHAVIR VILLA CO-OPERATIVE HOUSING SOCIETY LTD.

Mumbai, BOMBAY subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees FIFTY has been paid.

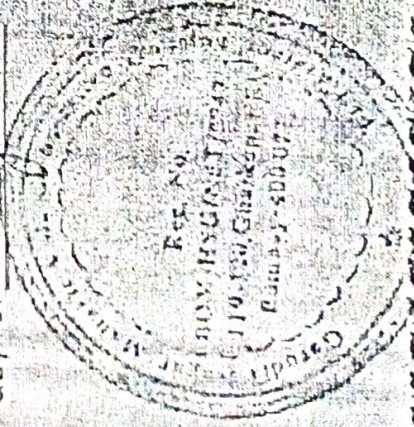
GIVEN under the Common Seal of the said Society at BOMBAY this 6th

day of August 1981.

Bhaskara Chairman

Hon. Secretary

Member of the Committee



P.T.O.