

1/4

AGREEMENT FOR SALE

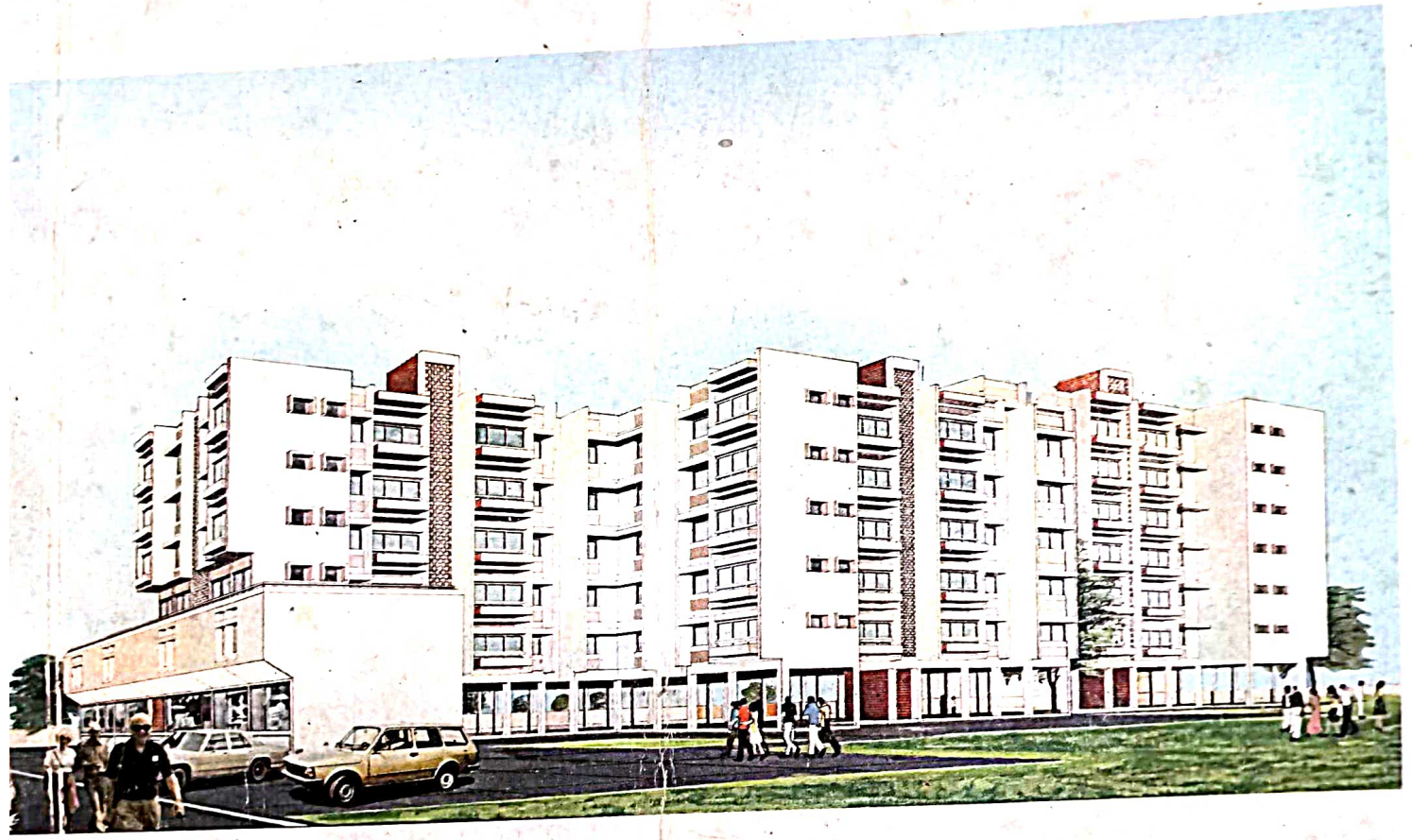
1 wing OF

FLAT / SHOP NO. 304 ON 3rd FLOOR

IN

# NEELGIRI APARTMENTS

OPP. SHANTI NAGAR, NEAR MILAP THEATRE,  
S. V. ROAD, MALAD (WEST),  
BOMBAY - 400 064.



**BUILDERS :**

## NAHAR BUILDERS (INDIA)

118, COMMERCE HOUSE, 140, N. M. ROAD.

FORT, BOMBAY - 400 023.

PHONE : 27 25 69 □ 27 43 42





कुसुम निर्माता संस्थान १५५६/८८

दि ११ १० १९८०

कार्यक्रमांक १२

१) कुसुम निर्माता संस्थान निर्माण  
कार्यक्रमांक १२

11/Phucanetaxhouse

आवक्याचे खे निहाळे :-

	रु.	पैसे
मौल्य	..	323000
दंड	..	900
संपत्ती (फॉर्मलनेस)	..	900
संपत्ती	..	300
फॉर्मलनेस	..	900
दंड	..	27000

एकूण 385000

कुसुम निर्माता संस्थान  
मुंबई

कुसुम निर्माता संस्थान  
मुंबई

### Agreement for Sale

THIS AGREEMENT made at Bombay this 28<sup>th</sup> day of October Vishu  
 One Thousand Nine Hundred Eighty five BETWEEN MESSRS. Kusum  
 NAHAR BUILDERS (INDIA) a partnership firm having its principal Or  
 place of business at 515 Commerce House, Nagindas Master Road, Bom-  
 bay 400 023 hereinafter called "the Developers" (which expression shall  
 unless it be repugnant to the context or meaning thereof be deemed to-  
 mean and include the partners for the time being of the said firm, the  
 survivor or survivors of them the heirs, executors, administrators  
 and legal representatives successors and assigns of the last of survivor  
Or  
 of them) of the ONE PART. Shri Vishwanath Khemka R.  
Mrs Kusum Khemka. Vishu  
Kusum

AND Messrs/Sri/Smt/Miss/ \_\_\_\_\_

hereinafter referred to as "the Purchaser" (which expression shall unless repugnant to the context or contrary to the meaning thereof shall be deemed to mean and include their/his/her heirs, legal heirs, execu-tors, administrators, representatives and permitted assigns) of the OTHER PART

दिनांक २३-१०-८०  
कुसुम निर्माता संस्थान, मुंबई

**WHEREAS :**

1. One Shri Nanubhai Hariprasad Bhatt and three others as partners of Messrs. The Indian Crucible Co., were absolutely seized and possessed of or otherwise well and sufficiently entitled to the several pieces or parcels of land or ground as one composite commercial plot situated lying and being at 4 S. V. Road, Malad (West) ~~Barkey MIRA~~ (hereinafter for the sake of brevity referred to as "the said property") measuring in aggregate about, 558.5 sq. mts or thereabouts and more particularly described in the schedule hereunder written.
2. By an Agreement for sale dated the 22nd day of October 1981, the said Nanubhai Hariprasad Bhatt and Others (therein called the Vendors') of the one part and one S. B. Samant (hereinafter called "the purchaser") of the other part, the Said Nanubhai Hariprasad Bhatt and others agreed to sell the said property to the said S. B. Samant on the terms and conditions contained therein.
3. By an agreement for sale dated the 29th day of December 1981, made between the said S. B. Samant (therein called "the Assignor") of the One part and the Developers herein (Therein called "the Purchasers") of the other part the said S. B. Samant agreed to sell convey transfer and assign the said property more particularly described in the schedule hereunder written to the developes on the terms and conditions therein contained.
4. Undr the herein before recited Agreement dated the 29th day of December 1981, it was interalia agreed that the assignors shall execute and get executed proper Deed of Conveyances and other assurances in the name of the Assignees, that is the developers herein and or their nominee or nominees of the developers, including a Co-operative Society or a Limited Company, as the case may be;
5. The Developers herein nominated one PRITHVIRAJ TIKU-CHAND JAIN as the Chief Promotar of VANIGOTA CO-OPERATIVE HOUSING SOCIETY LTD. (PROPOSED) as the person in whose favour the Deed of Converance and other assurances are to be executed and got executed by the said Assignors.
6. The said hereinbefore recited Agreement dated the 22nd day of October 1981 and 29th day of December 1981 were subsequently modified by the parties thereto and the said Chief Promotor of Vanigota Co-operative Housing Society Ltd. (Proposed) as set out in the letter dated 29th January 1982;

7. By an agreement dated the 6th day of February 1982 made between the said P. T. Jain in his capacity as the Chief Promoter of the Said Vanigota Co-operative Housing Society Ltd. (Proposed) (therein called promoter) of the one part and the Developers herein (therein called "the Vendors") of the Other part, the said property continued to be in possession of the developers herein for the purposes of construction of multi-storied buildings therein and the developers have absolute right and full authority to sell the tenements flat|shops|garages|parking spaces to be constructed by the Developers on the said property:

8. The said Prithviraj Tikunand Jain and the said Developers herein filed a suit being Suit No. 290 of 1982 in the High Court of Judicature at Bombay, against the said S. B. Samant, the said N. H. Bhatt and against the said S. B. Samant, the said N. H. Bhatt and others for specific performance of the said hereinbefore recited agreements for sale dated 22nd day of October 1981 and the said agreement dated the 29th day of December 1981, and the said agreement modified agreement recorded in the hereinbefore recited letter dated 29th day of January 1982.

9. By consent decree passed on the 22nd day of February 1982, in the said High Court Suit No. 290 of 1982, the said S. B. Samant and the said N. H. Bhatt and others, the partners of Messrs. The Indian Crucible Co., sold, transferred and conveyed the said property to the said P. T. Jain in his capacity as the Chief Promoter and Express Trustee of the said Vanigotta Co-operative Housing Society Ltd. (Proposed).

10. The said Consent Decree dated the 24th day of September 1980 in the said Suit No. 1329 of 1980 has been lodged with the Sub-Registrar of Assurances at Bombay under Sl. No. S/2768 of 1981 on the 8th day of January 1982 for registration.

11. The Developers are constructing tenements|flats|shops|garages|parking spaces on the said property in accordance with the plans and specification duly approved and sanctioned by the Municipal Corporation of Greater Bombay and other concerned authorities.

12. By his order No. C/D.III/SEC.22/2109 (Revised) dated 3rd May 1982, the Competent Authority granted permission under Sec. 22 of the Urban Land (Ceiling and Regulation) Act, 1976 for developing the said property more particularly described in the schedule hereunder written and on the terms and conditions therein contained.

13. The Purchaser has gone through the said herein-before recited agreements dated 22nd day of October, 1981, 29th day of December 1981 and the modified agreement recorded in letter dated 29th day of January 1982, and all other documents hereinabove referred to and have

satisfied. himself|herself|themselves as to the title of the developers to construct the building|s of the said property more particularly described in the schedule hereunder written and to dispose of the tenements|flats|garages|shops|parking spaces to be constructed on the said property and entered into agreement with the Purchaser.

14. The Purchaser has agreed to purchase from the developer on 'Ownership basis' Flat|Shop No. <sup>304 in C/W/S</sup> <sup>836 sq. ft.</sup> admeasuring about <sup>836 sq. ft.</sup> built-up area in the building known as NEELGIRI APARTMENTS AND <sup>ST/A</sup> garage|Parking space bearing No. <sup>ST/A</sup> )which premises are herein after referred to as "the said Premises") on the terms and conditions hereinbelow appearing.

15. The purchaser has demanded from the Developers and the Developers have given to the Purchas|s inspection of the said hereinbefore recited agreements dated the 22nd day of October 1981, the 29th day of December 1981 and the modified agreement recorded in the said letter dated 28th day of January 1982, and the approved and sanctioned plans and all other documents hereinabove referred to and has agreed to purchase the said premises from the developers with the full knowledge and notice of the terms and conditions contained in the aforesaid papers and documents.

NOW THESE PRESENTS WITNESSETH and IT IS HEREBY AGREED AND BTWEEN THE PARTIES as follows :

1. The Developers shall, under normal conditions and subject to the availability of the required building materials construct and complete and the said building as per the said plans, designs and specifications seen and approved by the Purchaser, with such variations and modifications as Developers may consider necessary or may be required by any public authority to be made in them, but so as not reduce the total area of the said premises hereby agreed to be acquired by the Purchaser. The Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans.

2. The Puchraser hereby agree to purchase the said Flat|Shop No. <sup>ST/A</sup> on <sup>ST/A</sup> floor with the Open terrace in the building to be constructed on the said property and Garage|covered|open parking space No. <sup>ST/A</sup> |Hoarding space No. <sup>ST/A</sup> (hereinafter

wherever necessary called the said premises) as per the plans and specifications seen and approved by him|her|it|them and plan annexed hereto in the said Building called NEELGIRI APARTMENTS which is being constructed by the Developer.

described in the First Schedule hereunder written at or for the price of Rs. 3,32,000/- (Rupees Three lacs & thirty two thousand + eleven thousand only).

3. The purchaser agrees to pay to the Developers the said consideration or purchase price of Rs. 3,32,000/- as under:—

(a) By payment of Rs. 1,00,000/- (Rupees one lac only) as Earnest Money

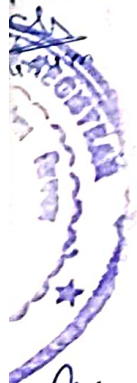
by d no. 490301 of Bank of India

deposit on the execution of this Agreement;

(b) By making the following part payments towards the balance of purchase price which shall be payable in the manner and by the instalments specified below:—

- (i) Rs. 1,35,000/- on <sup>on a before 20/11/25</sup> the plinth of the said building being constructed;
- (ii) Rs. \_\_\_\_\_ on the 1st slab of the said building being cast;
- (iii) Rs. \_\_\_\_\_ on the 2nd slab of the said building being cast;
- (iv) Rs. \_\_\_\_\_ on the 3rd slab of the said building being cast;
- (v) Rs. \_\_\_\_\_ on the 4th slab of the said building being cast;
- (vi) Rs. 25,000/- on the 5th slab of the said building being cast;
- (vii) Rs. 25,000/- on the 6th slab of the said building being cast;
- (viii) Rs. 25,000/- on the 7th slab of the said building being cast;
- (ix) Rs. 25,000/- on the 8th slab of the said building being cast;
- (x) Rs. \_\_\_\_\_ on the 9th slab of the said building being cast;
- (xi) Rs. \_\_\_\_\_ on the 10th slab of the said building being cast;
- (xii) Rs. \_\_\_\_\_ on the 11th slab of the said building being cast;
- (xiii) Rs. \_\_\_\_\_ on the 12th slab of the said building being cast;
- (xiv) Rs. \_\_\_\_\_ on the 13th slab of the said building being cast;
- (xv) Rs. \_\_\_\_\_ on the 14th slab of the said building being cast;

DISP  
Kusum  
Or  
Kishu  
Kusum  
Or



Or  
K  
54m  
Or  
K  
54m  
Or  
K  
54m  
Or  
K  
54m

- (xvi) Rs. )
- (xvii) Rs. )
- (xviii) Rs. )
- (xix) Rs. )
- (xx) Rs. 8,000/- —

on the 15th slab of the said building being cast ;  
 on the 16th slab of the said building being cast ;  
 on the 17th slab of the said building being cast ;  
 on the 18th slab of the said building being cast ;  
 being the balance purchase price within

Vish  
 Kusum  
 N

seven days from the date on which the Developers give to the purchaser written intimation that the said premises are ready for occupation irrespective as to whether the purchaser take possession thereof or not. The time for each of the aforesaid payments as well as other payments to be made by the purchasers to the Developers shall be of essence of the contract. The list of specifications and amenities to be provided in the flat, shop, garage, parking space agreed to be purchased by the purchaser is described in the second Schedule hereunder written.

4. If the purchaser commits default in payment of any of the instalments on their respective due dates (time being the essence of the contract) and/or observing and performing any of the terms and conditions of this Agreement, the Developers shall without prejudice to their other rights against the purchaser be at liberty to terminate this Agreement in which event the said Earnest Money Deposit paid by the purchaser to the Developers shall stand forfeitd and all the rights if any of the purchaser which may have accrued to him/her under or by virtue of this agreement shall stand ipso facto terminated and extinguished. The Developers shall, however, on such termination, refund to the Purchaser, the instalments if any, which may till them have been paid by the purchaser to the Developers but without any further amount by way of interest or otherwise and on the Developers terminating this Agreement under this clause, they shall be at liberty to sell of the said premises to any other person as the Developers deem fit, at such price terms and conditions as the Developers may determine and the Purchaser shall not be entitled to question such sale or claim any amount whatsoever from the Developers.

5. Possession of the said premises shall be delivered to the Purchaser after the said building is ready for use and occupation and the occupation certificate in respect thereof is granted by the Municipal Corporation of Greater Bombay in respect of the said building or of the part thereof in which



by them has been paid by the Purchaser to the Developers. The Purchaser shall take possession of the said premises within seven days of the Developers giving written notice to the Purchaser intimating that the said premises are ready for use and occupation upon paying to the Developers all the amounts, if any including interest that may have remained to be paid under any of the provisions hereof by the Purchasers to the Developers.

6. Without prejudice to their other rights under this Agreement and/or under any law for the time being in force the Developers shall be entitled to charge and the Purchaser shall be liable to pay to the Developers interest at the rate of 18% per annum on the amounts that may be due and payable by the Purchaser under this Agreement if such amounts remain unpaid and outstanding for seven days or more after becoming due.

7. Possession of the said premises shall be delivered by the Developers to the Purchaser latest by *Dec-86*. The

Developers shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid if the completion of the building or the making of the said premises fit for use and occupation is delayed by the reason of non-availability of steel and/or cement or other building materials or by reason of war, civil commotion or any act of god, force majeure, strike|lockouts|layoffs whether of the labour of the Developers or any of the labour at the works of the manufacturers|suppliers of steel cement or other building materials or other natural calamity or any reason beyond the control of the developer, notice, order, rule or notification of the Government and/or any other public body or authority then and in all such circumstances, the time of handing over possession shall be deemed to have been extended by mutual consent of the parties hereto and/or the parties claiming under them as the case may be. If as a result of any legislation or the decision of any authority under any law or for the time being in force the Developers are unable to complete the said building and/or to give possession of the said premises to the purchaser, the only responsibility and liability of the Developers will be to pay over to the Purchaser and to the several other persons who may have agreed to purchase or who may hereafter agree to purchase any premises in the said building the total amount (attributable to the respective premises) that may have been received by the developers at the time and in the manner as may be received by the Developers pursuant to such legislation and/or decision. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever and if there is any such right or claim the same shall be deemed

*VISU  
Kusum*  
*6*



to have been waived and given up by party having such right or claim in favour of the other party.

8. If for any reason (other than those set out in clause 7 above) the Developers are unable to give possession of the said premises to the Purchaser before or on the date or dates agreed to by and between the parties hereto, then and in such case the Purchaser shall be entitled to give notice to the Developers terminating this Agreement and in that event the Developers shall within four weeks from the receipt of such notice, refund to the Purchaser the aforesaid amount of Earnest Money deposit and the further amounts, if any, that may have been received by the Developers from the Purchaser as instalments in part payment of the purchase price in respect of the said premises as well as simple interest on each receipt till payment. The Developers shall also pay to the Purchaser a sum of Rs. 500/- as liquidated damages in respect of such termination in full satisfaction of all claims, if any, of the purchaser against the Developers and neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement in the event aforesaid.

9. Upon possession of the said premises being delivered to the Purchaser he/she shall be entitled to the use and occupy of said premises. Upon the Purchaser taking possession of the said premises he/she shall have no claim against the Developers in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and it is agreed that all such claim of the Purchaser against the Developers shall be deemed to have been waived and/or given up by the purchaser.

10. Commencing seven days after notice is given by the Developers to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay all taxes lease rent and charges for electricity and other services and all the outgoings payable in respect of the said premises mentioned in Clauses 2 Thereof.

11. The Purchaser agrees and binds himself/herself to pay regularly every month by the 5<sup>th</sup> of each month to the Developers until the Deed of Conveyance of the said property or Deed of apartment of the said premises is executed in favour of Co-operative Society or a limited Company or the Purchaser as mentioned aforesaid and thereafter to the Co-operative Society or the Limited Company or the Association of Apartment Owners as the case may be for (a) insurance Premium (b) all Municipal and other taxes and outgoings that may from time to time be levied against the land or building including electricity charges water taxes and water charges and (c) outgoings for the maintenance and management of the buildings, common lights and other outgoings, the

Purchaser shall keep deposited with the Developers a sum of Rs. before taking possession of the said premises. The said sum shall not carry any interest and will remain with the Developers.

12. (a) The Purchaser hereby agrees to pay to the owners a sum of Rs. 830/- (Rupees Eight hundred & thirty only), for the due observance and performance of this agreement.

Vishu  
Kusum  
2

(b) The Purchaser agrees to pay a further sum of Rs. 251/- towards share money & entrance fees.

(c) The Purchaser Agrees to pay a sum of Rs. 500/- (Rupees Five hundred only) on account and towards the amount by way of deposit and other sums payable to BEST for Electric meter to be installed on the flat|shop|terrace|open or covered parking space of the purchaser.

Vishu  
Kusum  
2

(d) The Purchaser agrees to pay sum of Rs. 415/- (Rupees Four hundred & fifteen only) on account and towards legal charges, for conveyance in respect of the flat|shop|terrace|open or covered parking space of the purchaser.

Vishu  
Kusum  
2

(e) The Purchaser agrees to pay a sum of Rs. 415/- (Rupees Four hundred & fifteen only) being his|her share payable on account and towards society formation charges.

Vishu  
Kusum  
2

(f) The Purchaser hereby agrees and binds himself to pay to the owners the aforesaid deposits|sums in subclause (a) to (e) above on the date provided for in the clause 11 as above. The said deposits|sums shall not carry interest.

13. The Purchaser shall use the said premises for any purpose permissible by law except a mutton shop or grinding mill or storing of any obnoxious or inflammable goods of other purpose which are likely to cause nuisance or annoyance to the occupants of the said building or the occupants of the adjoining buildings or for any illegal or immoral purpose.

14. The Purchaser has prior to the execution of this Agreement satisfied himself|herself|itself|themselves about the title of the Developers to the said land described in the first Schedules hereunder written.

15. The fixtures, fittings and amenities to be provided in the building and in the said premises and the materials to be used in the construction of the said building and the specification of the said buildings set out in the second Schedule hereunder written and the purchaser has satisfied himself/herself about the design and the fixtures, fittings and amenities and specifications of the said buildings.

16. The Purchaser shall from the date of possession maintain the said premises at his/her own costs in a good and tenurable repair and shall not do or suffer to be done any thing in or to the said building or the said premises the stair cases and or common passages which may be against the rules and/or byelaws rules or regulations of the Municipality, BEST/ESSES or legal bodies or any other authority nor shall the purchaser change alter or make additions an or alterations in or in the building or any part thereof or change the use thereof. The Purchaser shall be responsible for violation or breach of this provision and hereby agrees to save, keep harmless indemnify and keep indemnified the Developers as well as such Co-operative society or limited Company or Association of Apartment Owners against any action and liability of any nature whatsoever on account of any such breach default commission on the part of the Purchaser.

17. The Developers shall be at liberty to sell, assign transfer or otherwise deal with their right, title and interest in the property and in the building to be constructed thereon provided it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises.

18. The Purchaser shall permit the Developers and their servants agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof and the purchaser shall make good within three months of the giving of a notice all defects damages and wants of repairs of which such notice in writing shall be given by the Developers to the Purchaser. The Purchaser shall also permit the Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purpose of repairing any part of the Building and for the purpose of making repairs maintaining rebuilding, clearing, lighting and keeping in order and condition all services drains pipes cables and order and condition all services drains, pipes cables, water courses, gutters, wires, party walls, structures or other conveniences belonging to or serving or used for said building and also for the purpose of laying maintaining repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

19. It is clearly understood and agreed by and between the parties hereto that the Developers shall have the unqualified and unfettered right to sell on ownerships basis to anyone of their choice the terrace above the top floor of the said building subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Purchaser of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.

20. It is also understood and agreed by and between the parties hereto that the terrace spaces to the front of the terrace flats in the said building shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for exclusive use of the respective terrace flats.

21. The Developers shall have a first lien and a charge on the said premises agreed to be acquired by the purchaser in respect of any amount payable by the purchaser under the terms and conditions of this Agreement.

22. If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation of Greater Bombay or any other Public Body or Authority and as a result thereof the Developers become entitled to avail of the said increase and construct additional floors and/or additional structures on the said property or if otherwise the Developers become entitled to construct additional floors areas or additional structures on the said property by payment of premium or otherwise howsoever the Developers shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structure to be constructed by them on the said property to the prospective purchasers hereof even if the Indenture of Conveyance or Declaration or Deed of Apartment has in the Meantime been executed in favour of such Co-operative Society or Association or Condominium of Apartment Owners or Limited Company and that such Prospective purchasers of the other premises shall have right to and that they shall also be admitted as members of such Co-operative Society or Association or Condominium of Apartment Owners or Limited Company that may be formed of all the purchasers of the premises in the said building and or on the said property. The purchaser hereby covenants, agrees and undertakes to sign such consent letters and other papers as may be required by the Developers from time to time for availing the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the Local Authority.

23. If the Bombay Suburban Electricity Supply Company Limited or any other body or authority requires a sub-station to be put up on the

Owners or Limited Company as the case may be and he/she shall not withhold the same for any reason whatsoever.

46. If for any reason prior to the completion of the said building and the receipt by the Developers of the total consideration money receivable by them the Deed of Conveyance is executed in favour of the Co-operative Society or Association of Apartment Owners or Limited Company or the Purchaser herein as the case may be and if on the date of such Deed of Conveyance or Declaration, or Deed of Apartment of building and structures or premises are not fully constructed and/or completed and/or if such building and/or any portions of the said property has or have not been disposed of by the Developers or the Developers have not obtained in full the consideration money receivable by them from all the persons who obtain the premises in the said property then and in any of such event the Developers shall have the right to construct and complete the said building and to dispose of the right to premises on the said property and to receive the consideration money even though such Deed of Conveyance is obtained in favour of the Co-operative Society or association of Apartment Owners or Limited Company and adequate provisions for the above shall be made in the Deed of Conveyance or any other assurances.

47. All notice to be served on the purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to Purchaser by prepaid post under certificate of posting at his/her address specified below :—

2/15, Banshi Park, Mansingh Lane,  
S.V. Road, Malad (W), Bombay. 64

Telephone No. 683526

48. In the event of the Co-operative Society or Association or Condominium of Apartment Owners or Limited Company being formed and registered before the sale and disposal by the Developers of all the premises in such building and in the compound, the power and authority of the Co-operative Society or Association or Condominium of Apartment Owners or Limited Company so formed or of the purchaser and the purchasers of the premises shall be subject to the over all authority and control of the Developers in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities pertaining to the same. The Developers

118h 2  
KUSUM

shall have absolute authority and control as regards the unsold premises and disposal thereof.

49. The Advocates and Solicitors of the Developers shall prepare and/or approve the Deed of Conveyance or Deed of Apartment and Declaration as the case may be and all other documents to be executed in pursuance of this Agreement as also the bye-laws or the Memorandum and Articles of Association in connection with the formation, registration and or incorporation of the Co-operative Society or Association or Condominium of Apartment Owners or the Limited Company as the case may be. All costs, charges and expences including stamp duty, registration charges and all other expenses of whatsoever nature in connection with the preparation and execution of the Deed of Conveyance and its duplicate and other assureances, if any, in pursuance hereto, shall be borne shared and paid by all the purchasers of the flats, shops and other premises in the said building on the said property in proportion to the purchase price of their respective premises and/or by such Co-operative Society or Association or Condonimium of Apartment owner or Limited Company.

50. The stamp duty and registration charges and all other out of pocket expenses of the and incidental to this agreement shall be borne and paid by purchaser alone. The Purchaser will lodge this Agreement for registration within the time prescribed under law and the Developers will attend the sub-registrar and admit execution thereof after the purchaser informs them the date and serial number under which it is lodged for registration. The Purchaser shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the Deed of Conveyance and its duplicate or Deed of Apartment. The Purchaser will deposit with the Developers the necessary amount for the purpose whenever demanded but in any event before he/she is put in the possession of the said premises.

51. The Purchaser will at their own costs, charges, and expenses get registered the statement with the Competant Authority (in duplicate) under Secion 269 AB of the Income-tax Act. 1961 in Form 37EE prescribed under the Income-TAX Rules 1962 within a period of 30 (thirty) days from the date hereof and forth with inform the Developers in writing the proper and complete reference number under which the said statement in Form 37EE has been registered.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcels of land or ground with the building and structures standing thereon as one composite commercial plot situate lying and being at No. 4., S. V. Road, Malad, Taluka, South Salsette, now in Greater Bombay bearing Survey No. 50 Hissa No. 3, admeasur in the aggregate about 5,436 square yards equivalent to 4,548.5 sq. metres together with the benefit of F.S.I. for the set back land and bearing City Survey Nos. 504-A; 504-A1; 504-A-2; 504-A3; and 504-A-4 and assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward No. P. Street No. 5273 in the Registration District and sub-District of Bombay City and Bombay Suburban and bounded as follows : that is to say, on or towards the East by Swami Vivekanand Road, on or towards the West by the property of Mr. Morarka on or towards the North by open land of Morarka and open land and on or towards the South by the land and bungalow of Mr. Ishwardas Bhatia and the property of Morarka.

**THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO**  
(List of Amenities.)

1. The Building will be of R.C.C. framed Structure.
2. Garden and children play area.
3. Compound wall will be provided.
4. Marble Mosaic tiles in all rooms, kitchens, and
5. 6" X 6" White Glazed tiles in floor 3' dado in all bath rooms, White glazed tiles in floor and dado upto 1' — 6" in W.C.
6. One shower in every bath room.
7. Overhead tank, under ground tank with necessary electric water pumps as per Municipal Rules.
8. One wash basin in every flat.
9. Raised cooking platform in each kitchen with Black Kadappa on the top and glazed tiles Paved Sink 1' dado of White glazed tiles over the — platform.
10. Main door will be fitted with chromium plated aldrop.
11. Electric fitting : Each living room will have 2 lights points, one power point, one fan point, one plug point, Each bed room will have one — light point one fan point, one plug point, Each kitchen will have one plug point, W.C. & Bath one light point, and in passage one light point. Each passage will have one light point.

- 22. One flat in each flat.
- 23. One flat in each flat.
- 24. A number indicating individuals flat.
- 25. Building will be painted with cement paint from outside and colour wash inside.
- 26. One in compound for parking.
- 27. ONE LEFT.

IN WITNESS WHEREOF the parties hereto have hereunto set their signatures and seals the day and the year first mentioned herein.

SIGNED SEALED AND DELIVERED )  
 by the undersigned MESSRS. )  
 NAHAR BUILDERS (INDIA) )

For NAHAR BUILDERS  
 (INDIA)

*(Signature)*

Partner

*Swal Nihar*

In presence of *Swal Nihar*

SEEN SEALED AND DELIVERED )  
 by the undersigned Purchaser )

*Vishwanath Khemka*  
*Kusum Khemka*  
 4-12-87

*Vishwanath Khemka*

*Kusum Khemka*

In the presence of *Swal Nihar*

*(Signature)*

Received of and from the )  
 purchaser above mentioned )  
 a sum of *Rs. 1000/-* )

*(Signature)*

*Swal Nihar* (only) )

in full discharge towards payment )  
 of amount shown in Deposit mentioned )  
 in Contract of the above )  
 agreement )



**M. Miskita & Co.**

ADVOCATES AND SOLICITORS

3rd Floor, Yusuf Building,  
Veer Nariman Road, BOMBAY-400 023.

**SUBHASH S. PRADHAN**  
B. Com. LL.B. Solicitor

Telephone :  
Office : 254238  
Res. : 456291

Ref. No. 2105/107/82

DATE.....

**TO WHOMSOEVER IT MAY CONCERN :**

THIS IS TO CERTIFY that we have investigated the title of Messrs. (1) NANUBHAI HARIPRASAD BHATT, (2) JAGDISH NANUBHAI BHATT, (3) SURESH NANUBHAI BHATT, and (4) GIRISH NANUBHAI BHATT, all of Bombay Indian Inhabitants, carrying on business in partnership in the firm name and style of The Indian Crucible Company to all that piece or parcel of land or ground situate at 4, S. V. Road, Malad, Bombay-400 064 and more particularly described in the Schedule hereunder written and have found the same to be clear, marketable and free from encumbrances and reasonable doubts; subject to the provisions of the Urban Land (Ceiling and Regulations) Act, 1976.

**THE SCHEDULE ABOVE REFERRED TO :**

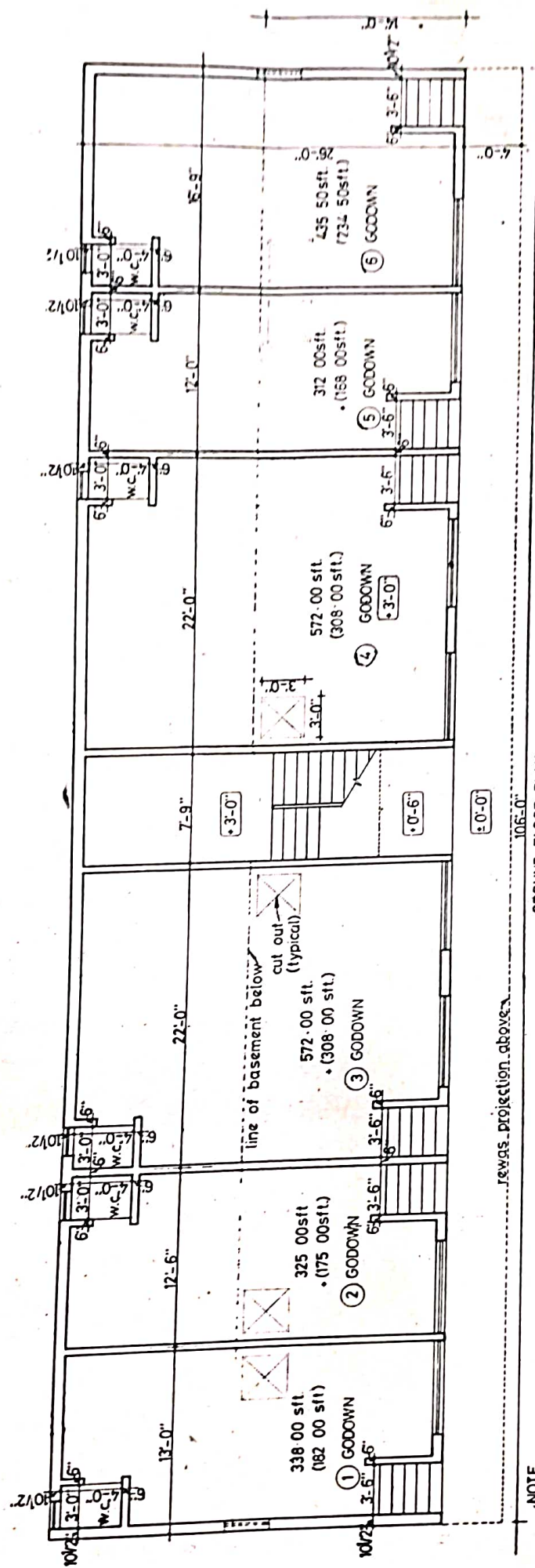
ALL THAT piece or parcel of land or ground with the building and structures standing thereon as one Composite Plot situate lying and being No. 4, S. V. Road, Malad, Taluka South Salsette and now in Greater Bombay, bearing Survey No. 50, Hissa No. 5, admeasuring in the aggregata about 5,435 square yards equivalent to 4548 5 square metres and in addition thereto the benefit of permissible F.S.I. for the set back land admeasuring 452.30 Sq. metres or thereabouts and bearing City Survey No. 504-A; 504-A/1; 504-A/2; 504-A/3; and 504-A/4 in the Registration District and Sub-District of Bombay City and Bombay Suburban and bounded as follows:- On or towards the East by Shri Vivekanand Road; On or towards the North by Open Land of Morarka and open land and on or towards the South by the land and bungalow of Mr. Ishwardas Bhatia and the Property of Morarka.

Dated this 25th day of February, 1982.

For **M. MISKITA & CO.**

S/d

PROPRIETOR.  
ADVOCATES AND SOLICITORS.

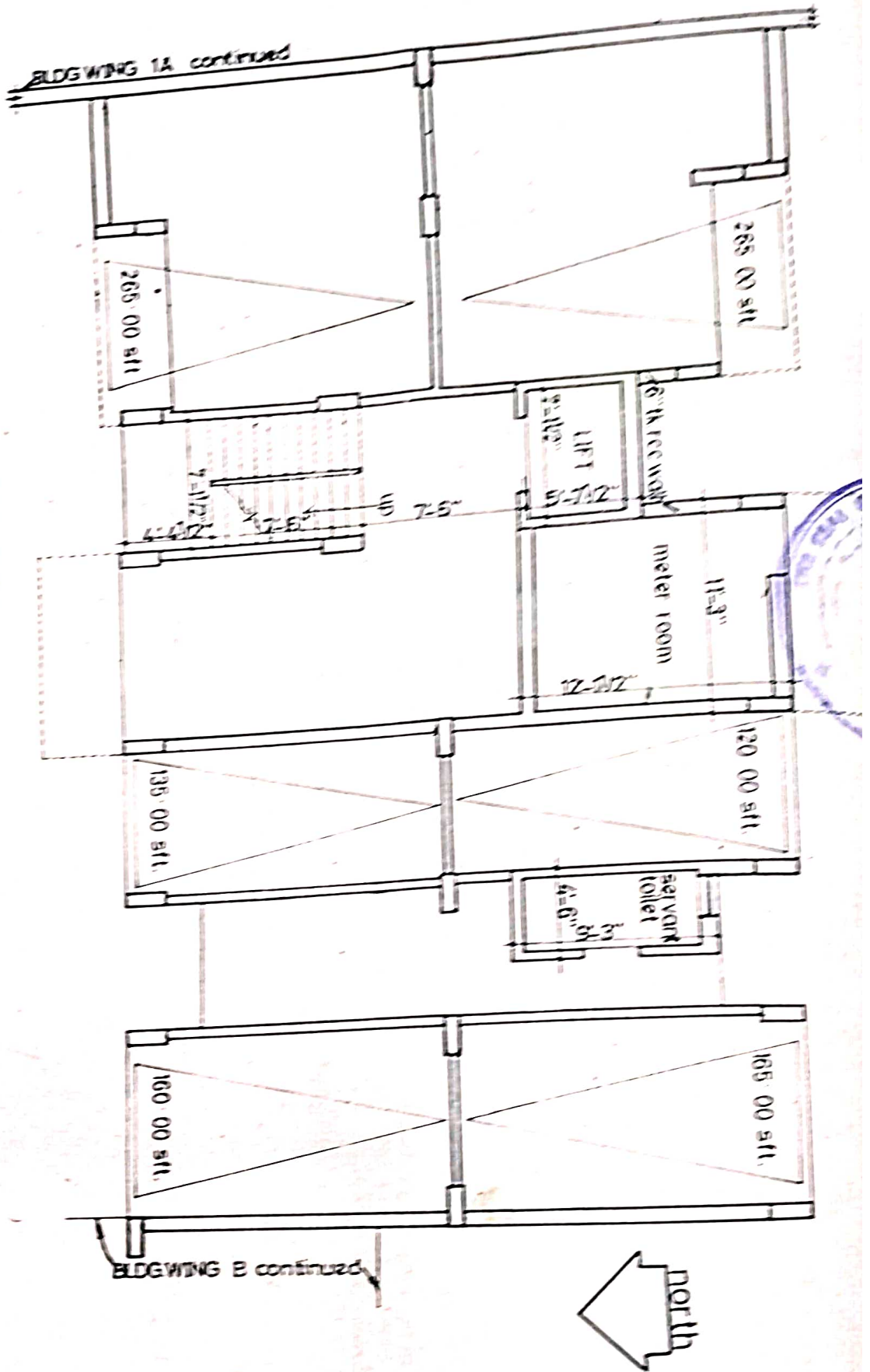


GROUND FLOOR PLAN  
BUILDING WING 1A

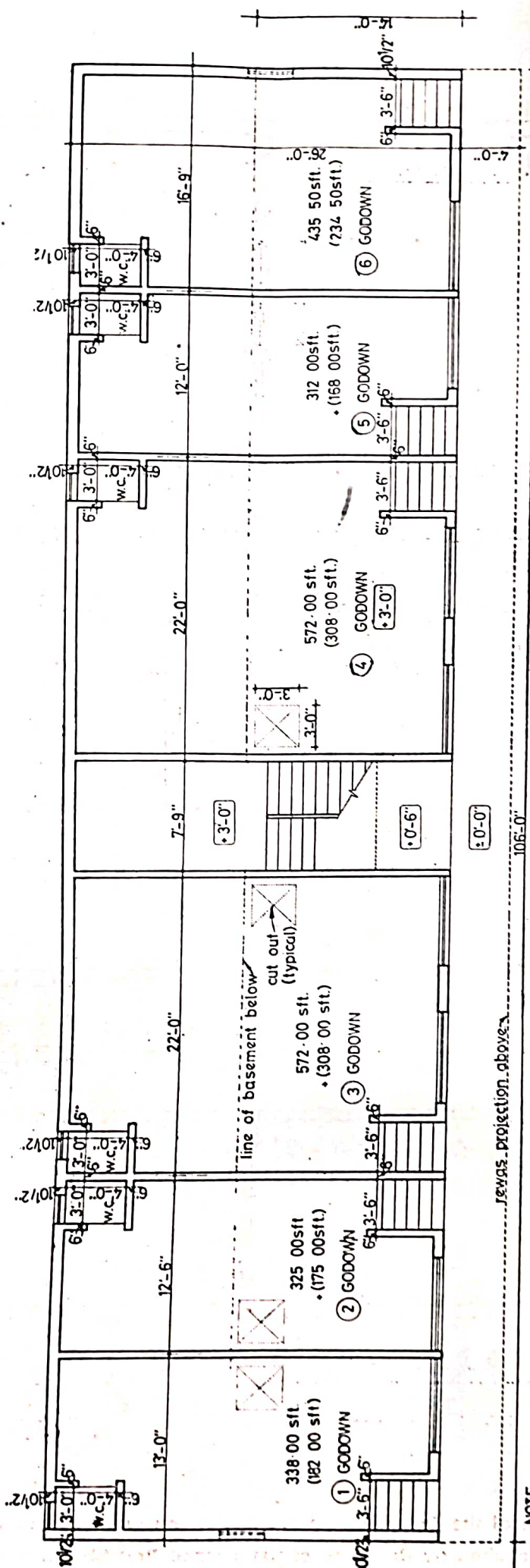
NOTE  
Areas in brackets ( ) are basement areas

Proposed plan of the Godown No. \_\_\_\_\_ on Ground Floor Wing '1A'  
Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.

BUILDING WING A  
GROUND FLOOR PLAN



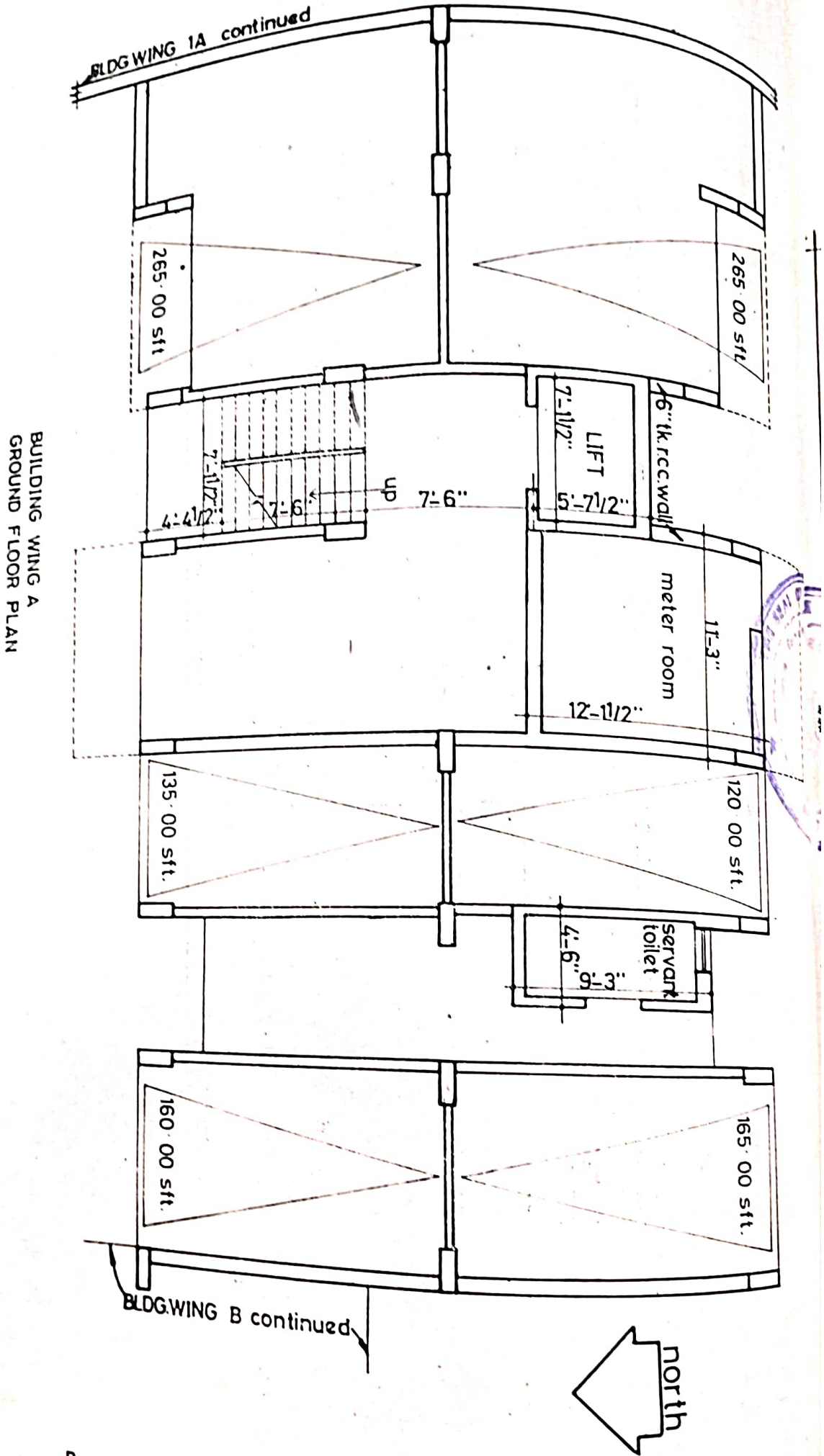
Proposed plan of the Skit / Office No. \_\_\_\_\_ on ground Floor Wing "A"  
Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.



GROUND FLOOR PLAN  
BUILDING WING 1A

as was projection above

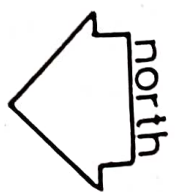
NOTE  
Areas in brackets ( ) are basement areas



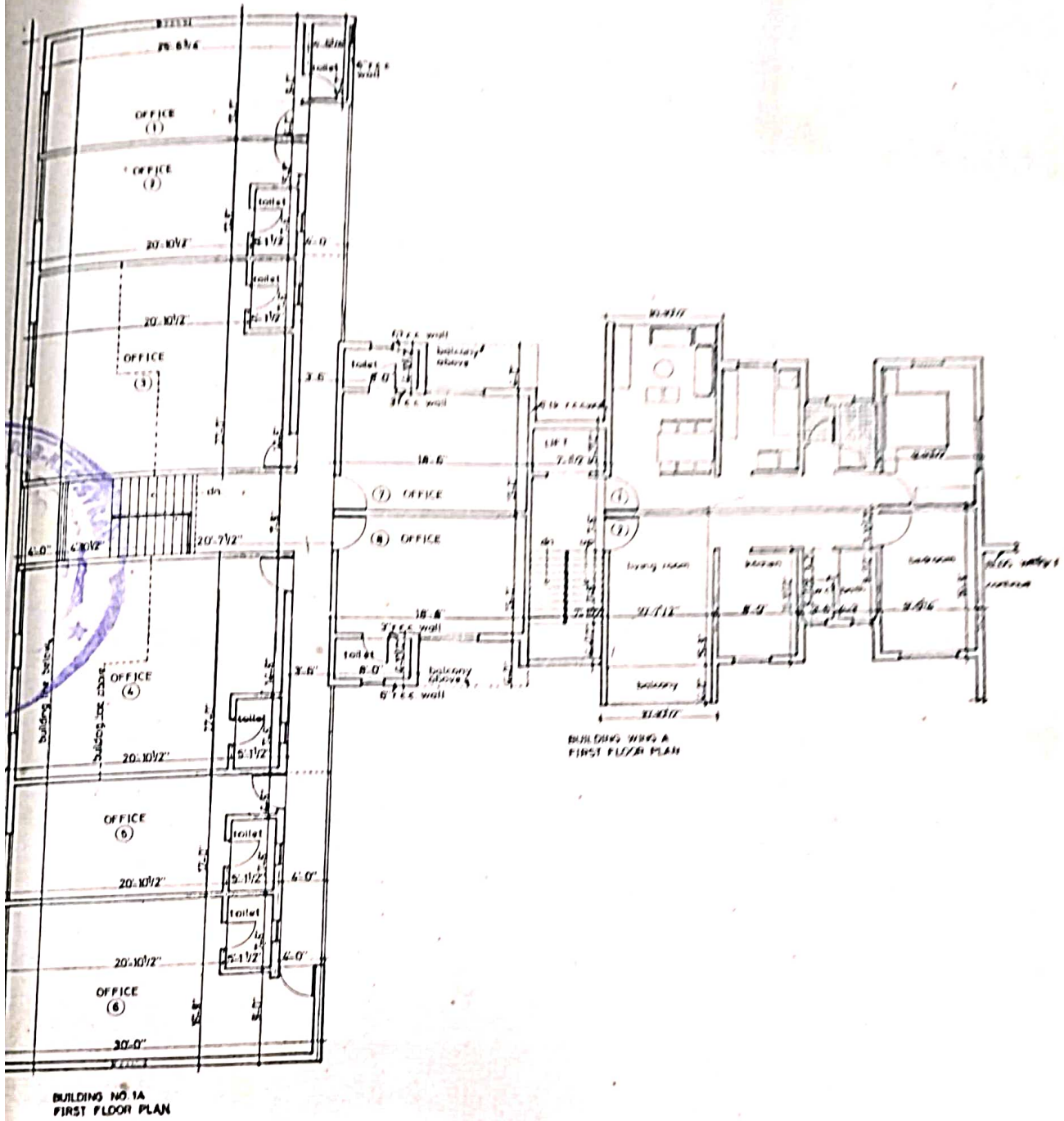
BUILDING WING A  
GROUND FLOOR PLAN

BLDG WING 1A continued

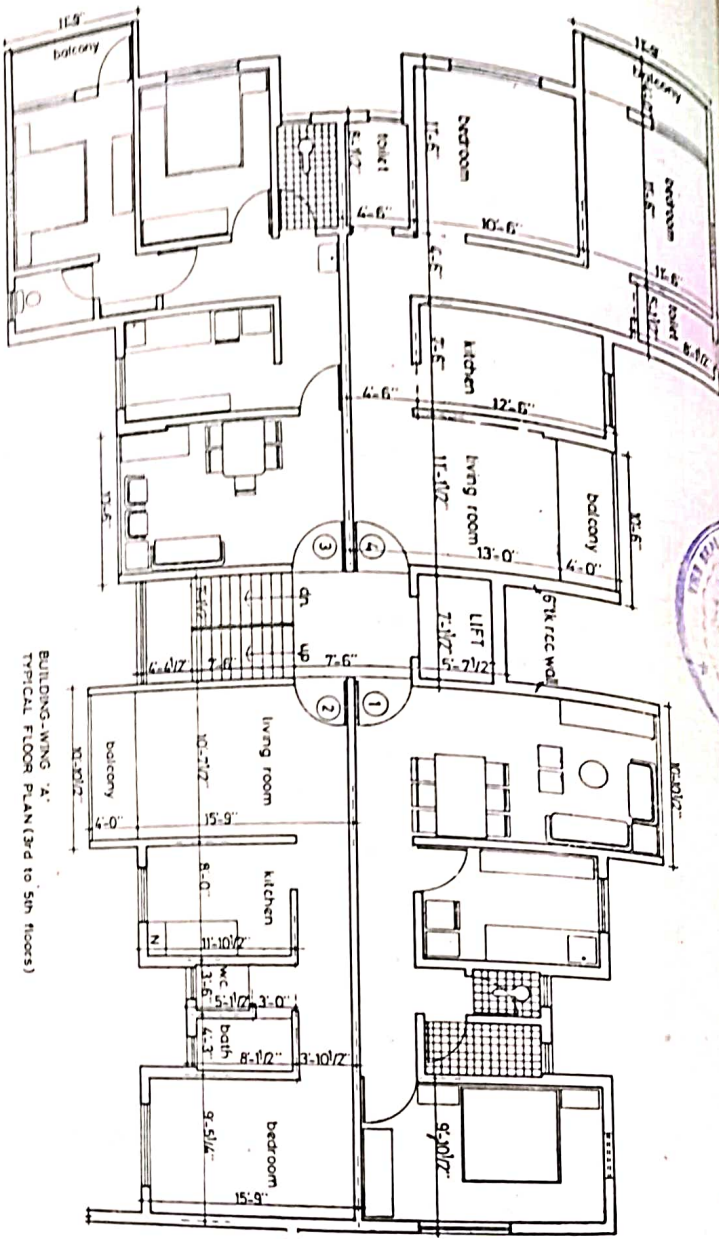
BLDG WING B continued



Proposed plan of the Stilt / Office No. \_\_\_\_\_ on ground Floor Wing 'A'  
Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.

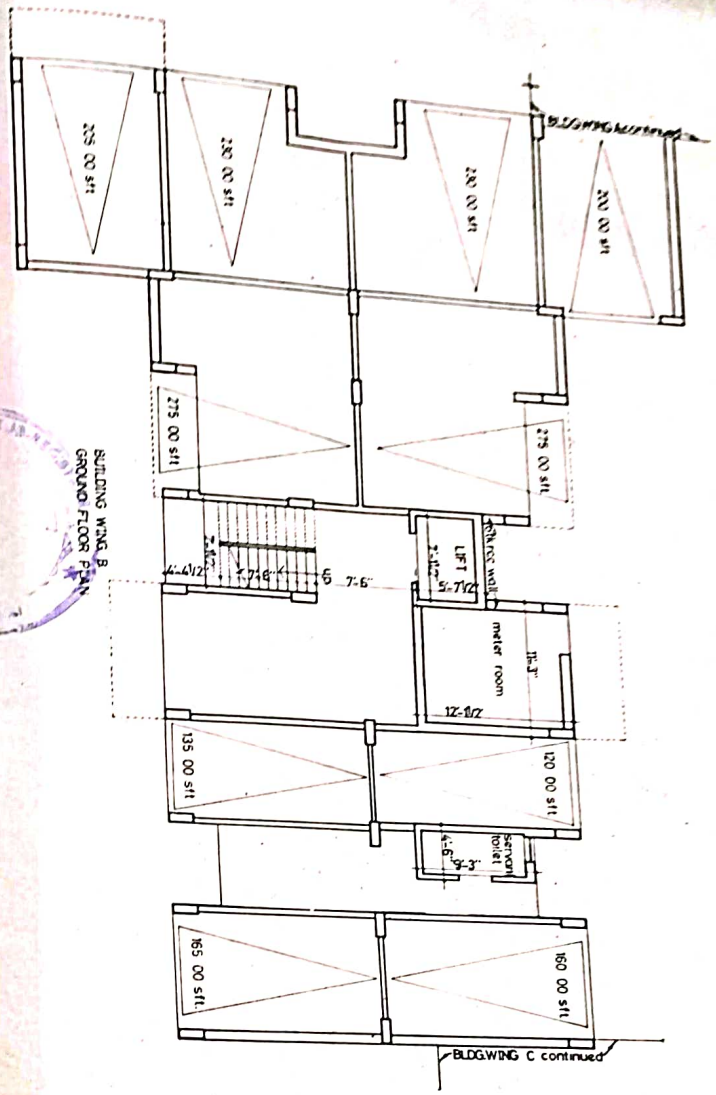


Proposed plan of the Office / Flat No. \_\_\_\_\_ on ground Floor Wing 'A'  
 Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.



BUILDING-WING 'A'  
TYPICAL FLOOR PLAN (3RD TO 5th FLOORS)

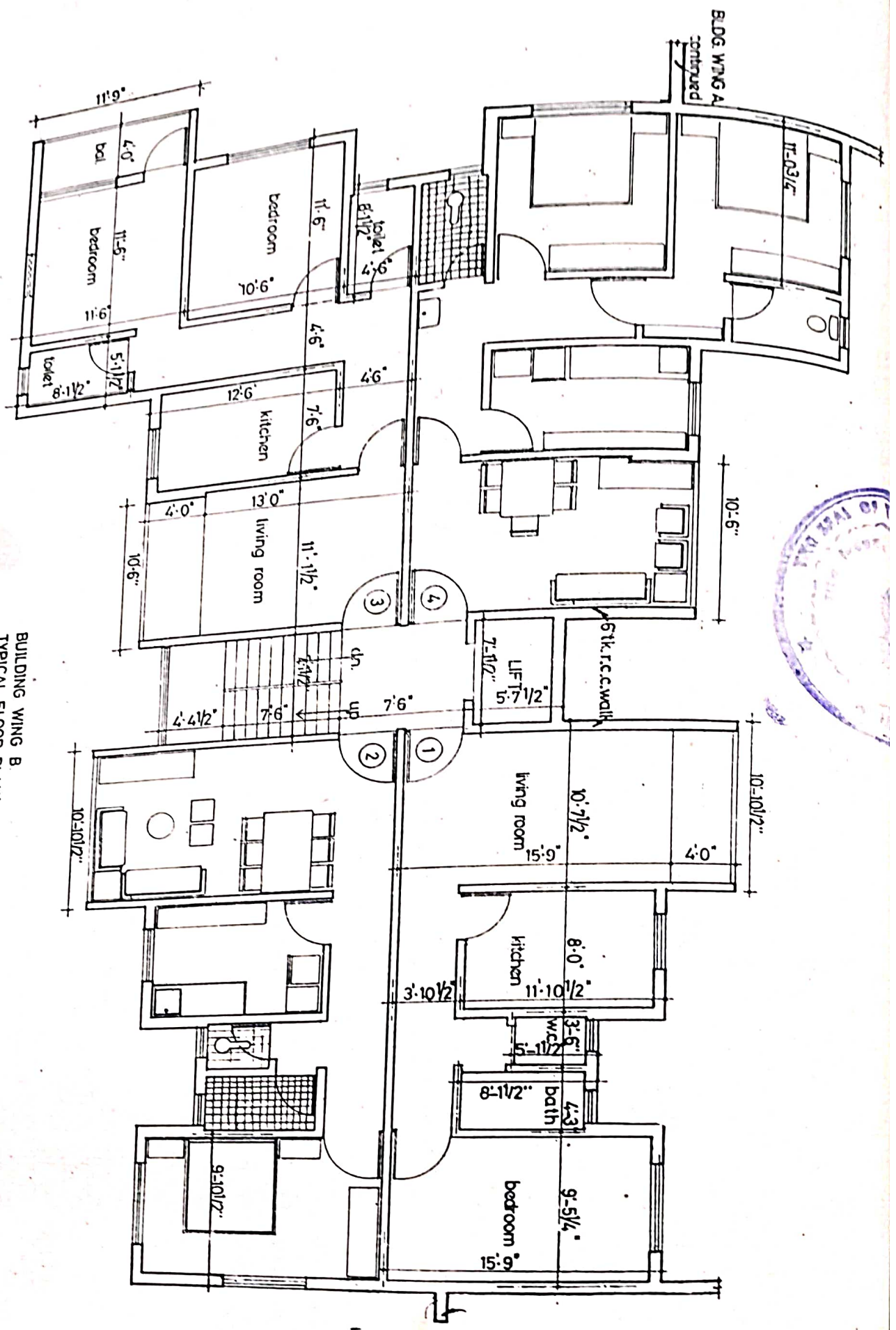
Proposed plan of the Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor Wing 'A'  
Agreed to be Acquired by the Party of the Second Part Shown in Red Colour



BUILDING WING B  
GROUND FLOOR PLAN

Proposed plan of the Stilt No. \_\_\_\_\_ on Ground Floor Wing 'B'  
Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.

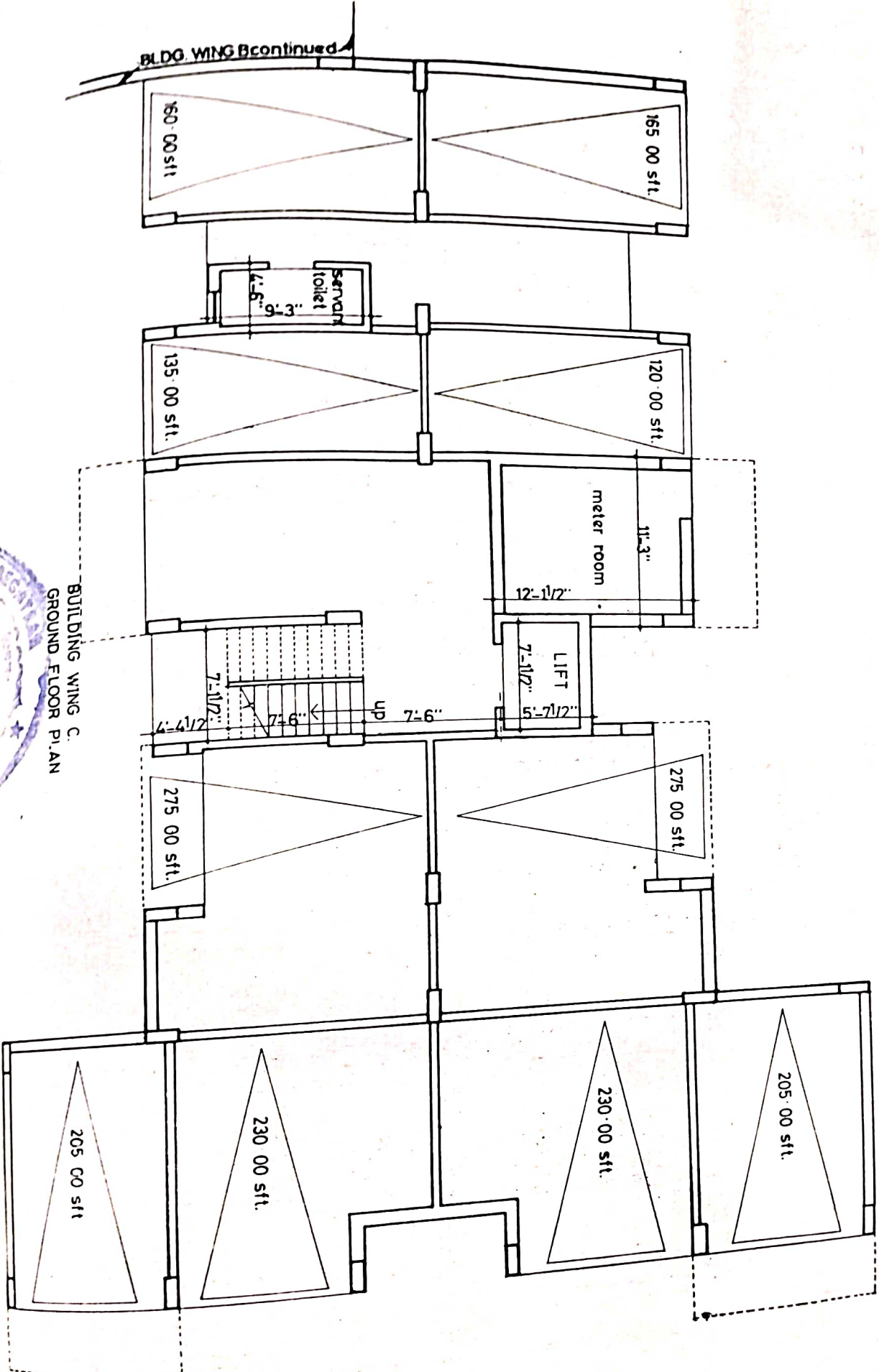
BUILDING WING B  
 TYPICAL FLOOR PLAN (1st to 5th floors)



Proposed plan of the Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor Wing 'B'  
 Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.



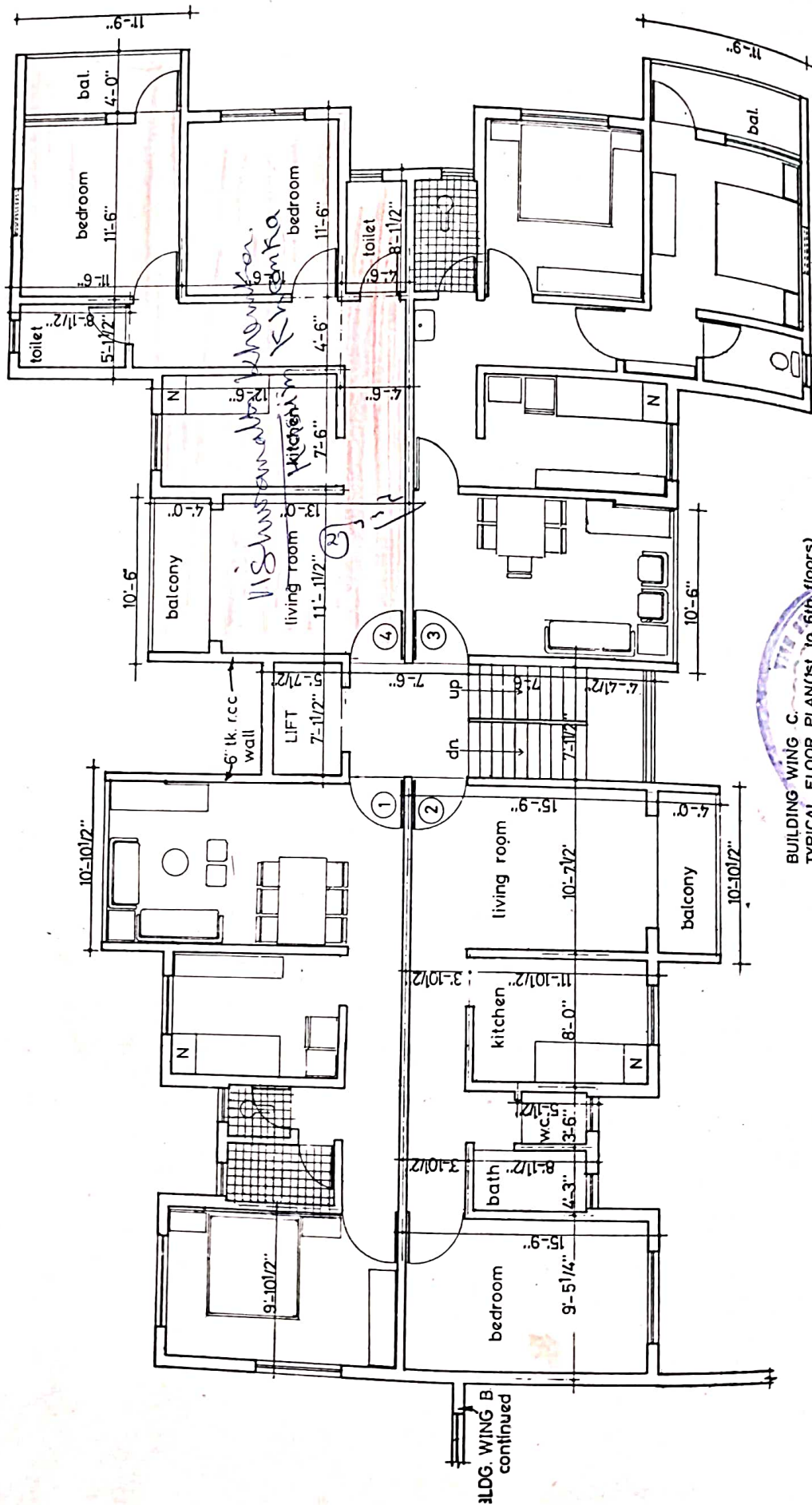
BLDG. WING B continued



BUILDING WING C  
GROUND FLOOR PLAN

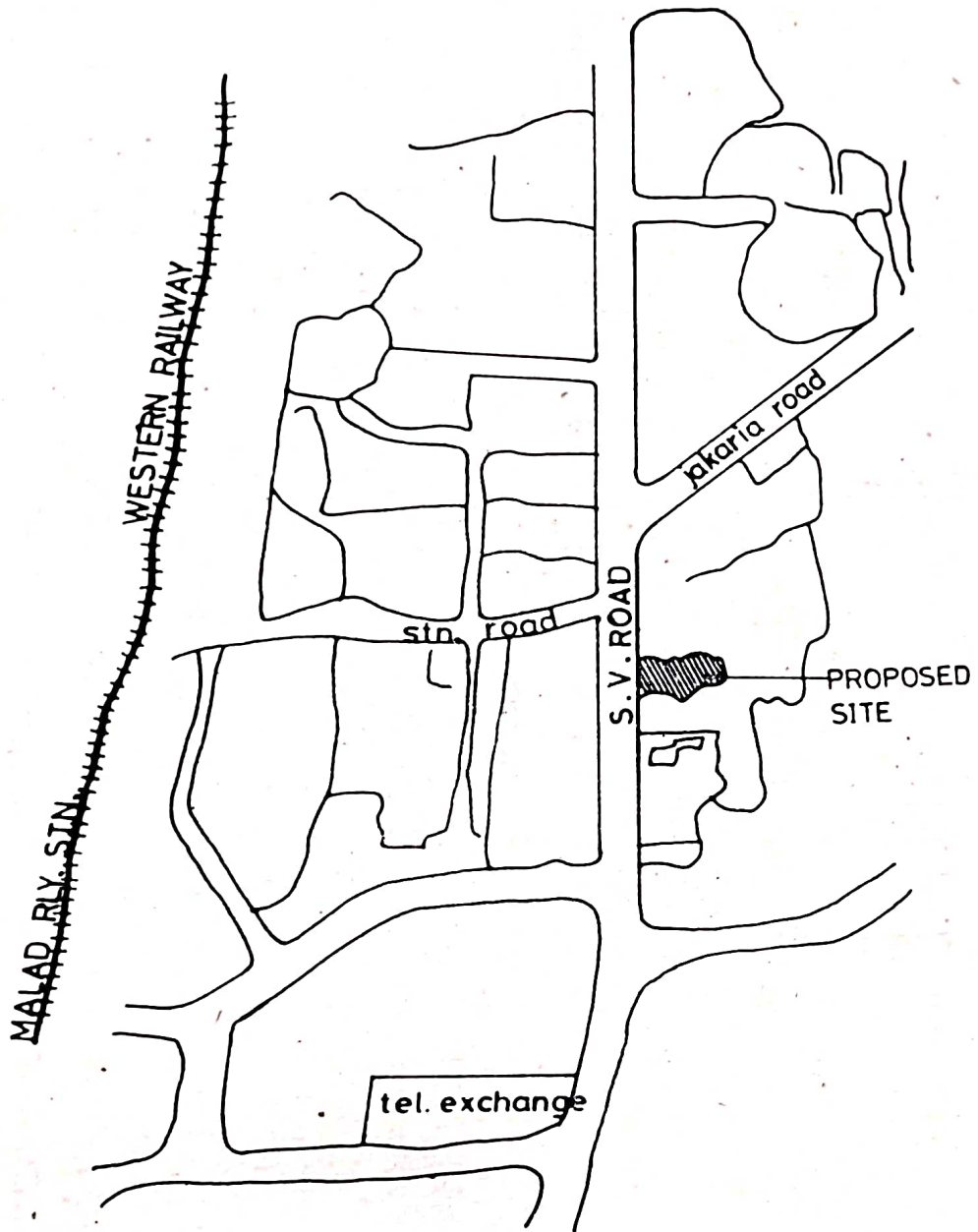
Proposed plan of the Stilt No. \_\_\_\_\_ on Ground Floor Wing 'C'  
Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.





BUILDING WING C  
 TYPICAL FLOOR PLAN (1st. to 6th. floors)

Proposed plan of the Flat No. 304 on 324 Floor Wing 'C'  
 Agreed to be Acquired by the Party of the Second Part Shown in Red Colour.



LOCATION PLAN

- १) श्री विश्वनाथ स्वामी, वयं ३४, व्यापार व  
 २) सौ. कुसुम विश्वनाथ स्वामी, वयं २७, गृहीणी  
 शेवटी रं २/१५ वावरी पार्क, नरसीगंज, माळड (५)  
 मुं. ६४.

वस्तुऐवज कल्प देना  
 प्रमाणित (११/१०/१५) वस्तुऐवज  
 कल्प करमान

१) Vishwanath, Khamka

२) Kusum Khamka

- १) श्री. सुरेश पं. सारी, व्यापार, रं ७/१०५ पवन वाग,  
 माळड (५) मुं. ६४  
 २) श्री. नवल विशार स्वामी, व्यापार, रं २/१५ वावरी  
 पार्क, नरसीगंज, माळड - (५) मुं. ६४.

हे दोघे वरील वस्तुऐवज कल्प  
 देणाऱ्यास ओळखत असल्याचे  
 व त्याची ओळख देतात.

१.

२.

MAHARAJ KESHAV KHAMKA

रु. १०/१५  
 इय्यम निबंधक, मुंबई

सा ११५५०

श्री. सहाय महाराज नाथी मणीदास  
 जे. नाथी विरम (इंडिया)  
 हे दस्तावेजाचा कबुली जबाब देण्यास भारतीय  
 नोंदणी कायदा, १९/१९०८ चे कलम ३४ अन्वये  
 आले नाहीत. सर्वत्र त्यांचे वास्तव्य  
 नाकारले.

११ २२२

प्रथम निबंधक, मुंबई

मालिका क्रमांक ३५०३  
 दिनांक २९/९/२००७  
 (संदर्भात मालिकेचे कोरे बाबतून सध्या ३९६५००१  
 तसे उपरोक्त कोरे बाबतून कोरी मालिकेचे क्र. ३  
 सध्या ८०३०१ हे सध्या २५०१ व दो; वी  
 प्रक सध्या ५६०१ सध्या क्रमांक मालिके ३३  
 दिनांक २५/९/२००७ तसे सुद्धा कोरे बाबत.

दिनांक १९/१०/२००७

प्रथम निबंधक, मुंबई

१५



Registered No. PRRJ 1859/87  
 Volume 3464 of additional No. 119-138  
 No 1  
 Date 6-12-2000

8/12/2000  
 Sub registrar of Bombay  
 exercising the power  
 of a registrar in that  
 of hearing appeals

July 189

21/11/1990

DATED THIS 28<sup>th</sup> DAY OF Oct 1991

BETWEEN

### NAHAR BUILDERS (INDIA)

118, Commerce House,  
140, N. M. Road, Fort,  
BOMBAY - 400 023.

AND

M/s. / Shri / Smt. / Kumari Vishwanath Khemka  
& Ms. Kusum Khemka.

Purchaser

P/stamp

SI material

510.125 10/-

3,43,000

3430

30

3460

### AGREEMENT FOR SALE

OF

FLAT / SHOP

NO. 304 'C' Wing ON 3rd FLOOR  
IN

### NEELGIRI APARTMENTS

AT

S. V. ROAD, MALAD (WEST),  
BOMBAY - 400 064.

**M. MISKITA & CO.**  
ADVOCATE & SOLICITORS  
3rd Floor, Yusuf Building,  
Veer Nariman Road,  
BOMBAY - 400 023.

JATIN □ 872 6776

Handwritten notes in red ink:   
22/11/2000  
418 11/11/2000  
29/11/2000

21/11/99

MISAS

A.O. Notice  
22/11/2000

8/12/2000

119-138  
3484

Handwritten notes at bottom right:   
22-11  
22-12