



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 17th day of October 1989 between Messrs. AGARWAL CONSTRUCTION COMPANY a partnership firm carrying on business at 603, Atlanta, Nariman Point, Bombay 400 021 hereinafter called "the Sellers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being constituting the said firm or their or his or her heirs, executors, administrators and assigns) of the one part REENA SIHOTA 35, SEA LORD 'B', G. D SOMANI ROAD, LUFF PARADE

of Bombay Indian Inhabitant herein-after called "the Acquirer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her heirs, executors administrators and assigns) of the other part.

WHEREAS

1. By diverse agreements a list whereof is hereto annexed and marked Ex 'A' the Sellers have acquired the right to develop the plot of land described Ex 'B' annexed hereto.

2. The Sellers have submitted a Development plan to the Bombay Municipal Corporation for development of the said plot of land by constructing building thereon.

3. The said Development plan has been sanctioned by the Bombay Municipal Corporation of Greater Bombay on the terms and conditions attached to the undertaking contained in a letter dated 25th September, 1981 addressed to the Municipal Commissioner for Greater Bombay.

4. The Sellers have also obtained commencement certificate dated 31st October, 1983 and the Sellers accordingly are constructing a building thereon.

5. The Acquirer has inspected the documents mentioned in Ex. 'A' hereto as also the building site, sanctioned plans, I.O.D. and the commencement certificate and has satisfied himself about the title to the said plot of land.

6. The title of the Sellers to the said property has been investigated by Messrs. Jestaram & Co. Advocates and Solicitors and certificate issued by them is hereto annexed and marked Ex. 'C'.

7. The amenities and nature and description of common area and facilities which are proposed to be provided by the Sellers are as per the First Schedule hereto annexed.

8. The Sellers have made it clear to the Acquirer that in future any additional F.S.I. is made available to them the same shall belong to the Sellers alone and that the Sellers shall alone be entitled to consume the said additional F.S.I. available if any and to sell the units comprised in the said F.S.I. so consumed on the terms and conditions as they may in their absolute discretion think fit.

9. The Acquirer has also visited the site of the said plot and he is satisfied about the situation thereof and other relevant incidents thereof.

10. The Acquirer is aware that the Developers have started construction work of the new building on the said plot in accordance with the plan and specification sanctioned by the Municipal Corporation of Greater Bombay.

11. The said plot is hereafter referred as the said property.

12. The Acquirer has agreed to acquire from the Developers Flat No. 303 on the 3rd Floor of the building being constructed by the Sellers on the said property as aforesaid on the terms and conditions hereinafter appearing:-

NOW THIS AGREEMENT WITNESSETH THAT IT IS AGREED AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Sellers shall construct the said building on the said plot in accordance with the said plans and specifications approved by the Municipal Corporation of Greater Bombay

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which have been kept at their office for inspection and which the Acquirer has/have seen and approved and sellers shall be entitled to make such alterations and modifications therein which they may consider necessary or desirable hereafter or as may be required to be done by the Government, the Municipal Corporation of Greater Bombay or any other local authority PROVIDED that the Sellers shall obtain prior consent in writing of the Acquirer for making such variations and modifications which may adversely affect the Acquirer.

2. The Acquirer/s has/have prior to the execution of this Agreement satisfied himself hereself/themselves that the title of the Owner to the said plot is marketable and has also inspected the documents providing title of the Sellers to the said plot and he/she/they shall not be entitled further to investigate the title of the sellers or make or raise any requisitions or objections on any matter relating thereto, The certificates of Titles from Messrs. Jestaram & Co., Attorneys for sellers shall be final.

3. The Acquirer/s agree/s to acquire Flat No. 393.. admeasuring612... square feet of carpet area and54 sq.ft. balconies, admeasuring in the aggregate. 646.. square feet of carpet area on the ...3rd... floor and shown bounded by red-coloured lines on the Floor plan thereof annexed at or for the price of Rs. 4,67,500/- (Rupees Four lakhs sixty seven thousand five hundred only) including the sum of Rs. 17,500/-, being the proportionate price of the common area facilities pertaining to the premises which shall be paid in the manner given below i.e. to say

(a) Rs. 50,000/- as earnest money on or before the execution of this agreement.

(b) Rs. 80,000/- on or before 10th November 1989.

(c) Rs. 1,00,000/- on or before 10th December 1989

(d) Rs. 1,00,000/- on or before 31st December 1989

(e) Rs. 1,00,000/- on or before 30th January 1990

(f) Rs. on or before

(g) Rs. on or before

(h) Rs. on or before

(i) Rs. on or before

(j) The balance of Rs. 37,500/- at or before taking possession of the flat and against execution of conveyance in favour of the society to be formed by flat purchasers.

4. IT IS HEREBY EXPRESSLY AGREED THAT THE Time for payment of each of the aforesaid instalments of the purchase price shall be of the essence of the contract. In the event of the Acquirer making any default in payment of any instalment of the purchase price including the proportionate share of taxes and other outgoings the Sellers will be entitled to terminate this Agreement and to forfeit the earnest money and to refund to the Acquirer the amounts of other instalments only, without interest after selling the premises agreed to be sold to the Acquirer to any other party as the Sellers may deem fit after deducting from the said instalments deficiency in price, if any, and the Acquirer shall have no right whatsoever over the said premises or over the excess amount, if any, that the Sellers may realise, without prejudice to the forgoing provision it is further expressly agreed that the Sellers shall be entitled to charge and the Acquirer shall pay to the Sellers interest on the amount or amounts of instalments not paid on its due date at the rate of 18% per annum from the due date of such instalments untill the same is paid.

5. The Sellers agree to hand over the possession of the said Flat/Shop garage to the Acquirer on or before 'June 1990' subject however to the availability of cement, steel, and other building materials and subject to any act of God such as earthquakes, floods or any other natural calamity or act of enemy, war or any other cause beyond the control of the Sellers, (Garage in this Agreement shall mean open Carparking place).

6. The Property tax including all municipal taxes and land under construction, taxes or other Collector's charge and other outgoings shall be payable jointly by the Acquirer with other purchase of the Flats/Shops/garages.

7. Nothing contained in these presents shall be constructed to confer upon the Acquirer/s any right, title or interest of any kind whatsoever, in, to or over the said plot or building or any part thereof, such confirmation to take place only upon the execution of the conveyance in favour of the Limited Company or a Co-operative Housing or premises Society or an Incorporated Body to be formed by the Acquirer of different Flats/Shops/garages in the said building as hereinafter stated.

8. The Acquirer/s shall have no claim save and except in respect of the particular Flat/Shop/garage hereby agreed to be acquired i.e. all open spaces, parking places, lobbies, staircases, lifts, terraces, etc. will remain to be property of the Sellers until the whole property is transferred to the proposed limited company or the Co-operative housing or premises Society or an incorporated body as hereinafter mentioned in clause 36.

9. The Sellers shall have a right until the execution of the Conveyance in favour of the proposed Limited Company or Co-operative Housing or Premises Society or such other

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incorporated body as aforesaid to make additions, raise storeys or put up additional structures which shall be the sole property of the Sellers who shall be entitled to dispose it off in any way they choose and the Acquirer/s hereby consent/s to the same.

10. IT IS HEREBY EXPRESSLY AGREED that the Sellers shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial use and/or any other uses that may be permitted by the Municipal Corporation of Greater Bombay and other authorities and the Acquirer shall not object to be the user of the premises for the aforesaid purposes by the respective Acquirer thereof.

11. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building as also a terrace floor level or open space on any intermediate floor shall always belong to the Sellers and they shall be entitled to deal with dispose off the same in such manner as they may deem fit. In the event of the Sellers obtaining permission from the Municipal Corporation of Greater Bombay for constructing any type of premises on such terrace, the Sellers shall be entitled to dispose of such premises constructed by them on such terrace together with such terrace to such person at such rate and on such terms as the sellers may deem fit. The Sellers shall be entitled in that event to allot the entire terrace to the Acquirer of such premises constructed on such terrace and the same shall then be remain in exclusive possession of the Acquirer of such premises. The Acquirer of premises that may be formed by the Society and/or the Limited Company that may be formed by the Acquirer of premises that may be constructed on such terrace as its member and shall allot to such Acquirer the premises that may have been constructed on such terrace along with such terrace. In that event of any water storage tank for the building being constructed on such terrace then the society and/or the Limited Company as the case may be, shall be entitled to deput its representative to go to such terrace for the regular check up and cleaning and for repairing the tank at all reasonable time/or during such times as may be mutually agreed upon by the Acquirer of the premises on such terrace and the Society and/or the Limited Company as the case may be.

12. PROVIDED the Sellers do not in any way affect or prejudice the right hereby granted in favour of the Acquirer/s, the Sellers shall be at liberty to sell assign or other wise deal with or despose of their right title and interest and the benefit in the said lands hereditaments and premises described in Exhibit 'B' hereto annexed and the Building constructed or hereafter to be erected thereon.

13. As soon as the Building is notified by the Sellers as complete, each of the flat/shop/garage owners including the Acquirer/s shall pay their respective arrears of price payable by them within 7 (seven) days of the receipt of such notice (time being essence of the contract in this respect) served

[Signature]

individually/or put up at some prominent or conspicuous place in the said building. If any of the flat/shop/garage holder fail to pay the arrears as aforesaid the Sellers shall be entitled to forfeit the amounts previously paid by such defaulting flat/shop/garage holder who shall loose all rights to the said flat/shop/garage to be purchased by him/her/them, and the Sellers shall be entitled to sell or dispose of the said flat or shop or garage to any other person or persons.

14. Under no circumstances the possession of the flat/shop/garage shall be given by the Sellers to the Acquirer unless and untill all payments required to be made under this agreement by the Acquirer/s have been made to the Sellers.

15. The Sellers shall in respect of any and all amounts due and payable by the Acquirer under the terms and conditions of this Agreement have a first lien and charge on the said flat/shop/garage agreed to be acquired by the Acquirer.

16. The Acquirer/s shall on demand deposit with the sellers a sum of Rs.200/- towards the installation of electric meter and a further sum of Rs.300/- towards the installation of water meter and/or any other deposit to be paid by the Sellers to Bombay Municipal Corporation of Greater Bombay and/or any other authority or body concerned. The Acquirer shall on the execution of this agreement deposite with the Sellers a sum of Rs.251/- towards the share and entrance fee of the proposed Co-operative Housing or Premises Society or Limited Company or Association and Rs.750/- towards cost charges and expenses for execution of this agreement. In the event of any additional amount becoming payable in respect of the aforesaid items the Acquirer/s shall forthwith on demand pay the same to the sellers.

17. The Acquirer/s shall prior to taking possession of the premises pay to the Sellers a sum of Rs.5,000/- which will be held by the sellers as deposit and the sellers shall be entitled to utilise money from such deposite towards payment of Municipal taxes including land under construction taxes and other outgoing in the event of Acquirer/s making any default in payment thereof regularly as agreed to herein by him/her/them. After the society or the company or Association aforesaid shall have been formed and the land and building shall have been transferred and or conveyed as hereinafter provided to the society or the limited company or Association as aforesaid, the Sellers shall be entitled to hand over the said deposit or the balance thereof to such society or the Limited Company or Association. If the property shall have been submitted to the provisions of the Maharashtra Apartment Ownership Act 1970, the Sellers shall be entittled to hand over such deposit to the Association of Apartment Owners, after deducting of all the deposits paid to the Municipal Corporation, B.S.E.S.Ltd etc., or with Statutory Bodies.

18. So long as such flat/shop/garages in this building

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shall not be separately assessed for Municipal charges and water rates, the Buyer/s pay a proportionate to be on the basis of each flat/shop/garages in the said building equal in value.

19. The Acquirer/s hereby agree/s that in the event of any amount by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Sellers, the same shall be reimbursed by the Acquire/s to the Sellers in proportion to the area of the flat/shop/garages agreed to be purchased by the Buyer/s and in determining such amount the decision of the Sellers shall be conclusive and binding upon the Buyer/s.

20. The Acquirer/s shall maintain at his/her/ their own cost the flat/shop/garages to be acquired by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all the bye-laws rules and regulations of the Government, Bombay Municipal Corporation and Bombay Suburban Electric Co. or any other authorities and local bodies and shall attend, ensuer and be responsible for all actions or breach of any of the conditions or rules or bye-laws.

21. The Acquirer/s hereby agree/s to pay all the amounts payable under the terms of this agreement, as and when they become due and payable time being the essence of the contract, further the Sellers are not bound to give notice requiring such payment and the failure shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.

22. The Acquirer/s hereby covenant/s with the Sellers to pay amount liable to be paid by the Acquire/s under this Agreement and to observe and perform the covenant and conditions contained in this agreement and to keep the Sellers indemnified against the observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Sellers.

23. The Acquirer/s agree/s to pay to the Sellers interest at 18% per annum on the amount which to become due and payable by the Acquirer/s to the Sellers under the terms of this Agreement from the date the said amount is payable by the Acquirer/s to the Sellers provided that the payment of interest shall not save the cancellation of this Agreement by the Sellers on account of any default committed by the Buyer/s in payment of any amount payable by the Acquire/s to the Sellers on due date and /on account of breach of any of the terms and conditions herein contained, committed by the Acuirers.

24. The Acquirer/s shall not store in the said flat/shop/garage any goods of hazardous or combustible nature or which are tall or heavy to affect the construction of the structure of the said building.

25. The Acquirer/s hereby agree/s and undertake/s to be member/s of the Co-operative Housing Premises Society or Limited company to be formed in the manner hereinafter appearing and also from time to time to sign and execute the application for registration of the Society or Limited Company including the bye-laws of the proposed society and shall fully fill in and return within (3) days of the same being forwarded by the Sellers to the Acquirers. No objection shall be taken by the Acquirer, if changes or modifications are made in the drafts of bye-laws as may be required by the Registrar of Co-operative Societies or competent authority. The Acquirer/s shall be bound from time to time to sign all papers and documents for safeguarding the interest of the sellers and of other Acquirers of flats/shops/garages in the said building. Failure to comply with the provisions of this clause will render this agreement, if so come, to an end and the earnest money and all other paid by the Acquirers shall stand forfeited to the sellers.

26. The Acquirer/s hereby covenant to keep the flat/shop/garage walls and partition walls, sewers, drains, pipes and appurtenances belonging thereto in good tenantable repair and conditioned in particular to support shelter and protect the part of the building other than his/her/their flats/shops/garages.

27. The Acquirer/s shall not without written permission of the Sellers let, sublet, sell, convey, mortgage, charge or in any way encumber or deal with or dispose of his/her/their flat/shop/garage nor assigns, underlet or part with his/her their interest under or benefit of this Agreement or any part thereof or in the said flat/shop/garage until the execution of the Sub-lease or lease in the favour of a Co-operative Society or a Limited Company formed by the Acquirer of flat/shop/garage or execution of the Deed of Apartment in respect of the said flat/shop/garage and till the Acquirer/s shall have paid to the sellers all moneys payable to the sellers under this Agreement.

28. The Acquirer/s shall permit the sellers and their Surveyors or agents with or without workmen and others at all reasonable times to enter in or upon his/her/their flat/shop/garage or any part thereof to view and examine the state and conditions thereof and to make good within one month of giving such notice, all defects, decoys and wants of which notice in writing shall be given by the sellers to the Buyer/s.

29. The Acquirer/s shall permit the sellers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the flat/shop/garage any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in good order and condition all services, drains, pipes, cables, water courses, gutters, wires, party structures or other convenience belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing, drainage and water pipes and electric wires and for similar purposes of cutting off the supply of water to the flat or any

other flats of the building in respect whereof the Buyer/s or the occupiers of such flats/shop/garages as the case may be shall have made default in paying his/her/their share of the water tax.

30. The Acquirer/s shall not use the flat or permit the same, to be used for any purpose whatsoever other than as a private dwelling house, or any purpose which may be or is likely to cause nuisance or annoyance to occupiers of the other flats/shop/garages in the said building or to the owners or occupants of the neighbouring properties nor for any illegal immoral purpose.

31. The Acquirer/s shall not use the said flat/shop/garage for any purpose other than for which the said flat/shop/garage is agreed to be acquired by him/her/them except with the written permission of the sellers.

32. The Acquirer/s shall not at any times demolish or cause to be demolished the flat/shop/garage or any part thereof agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be made any additions or alterations or alterations of whatsoever nature in or to the said flat/shop/garage or any part thereof, and the Acquirer and or Co-operative Housing Society or Limited Company shall not permit:-

- (a) The closing of varandah or lounges, balconies;
- (b) Making any alterations in the elevation and outside colour scheme of the exposed walls of varandah, lounge or any external walls or both the cases of external doors and windows of the flat/shop/garage to be acquired by him/her/them which in the opinion of the sellers differs from the colour scheme of building.
- (c) Creates noise or nuisance to other flat/shop/garage owners by allowing pounding of condiments and grinding on mseala stone etc.

33. After the possession of flat/shop/garage is handed over to the Acquirer/s if any additional or alteration in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any statutory authority, the same shall be carried out by the Buyer/s in Co-operation with the purchasers of the other flats/shop/garage in the said building at their own costs and the sellers shall not be in any manners, liable or responsible for the same.

34. The Acquirer/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or cause any increased premium to become payable in respect thereof.

35. The Acquirer/s shall not throw dirt, rubbish, rag or other refuse to permit the same to be thrown from his/her/their flat/shop garage or in the compound or any portion of the building.

36. After the building is complete and ready and fit for occupation and after the society or Limited Company is incorporated and registered and only after all the flats/shops/garages in the said building have been sold and disposed of by the sellers and after the sellers have received all the dues payable to them under the terms of the Agreements with the various flats/shops/garage purchasers, the seller shall procure an Indenture of Lease of the said land hereditaments and premises together with the building standing thereon in favour of the Society or Limited Company.

37. In the event of the Society or Limited Company being formed and registered before the sale disposed by the sellers of the flats/shops/garage in the said building the power of authority of the Society so formed or the Acquirer/s and other purchaser/s of the flats/garage shall be subject to the overall authority and control of the sellers overall or any of the matters concerning the construction and completion thereof and all amenities pertaining to the same and in particulars the sellers shall have absolute authority and control as regards the unsold flats/shops/garage and the disposal thereof.

38. Any delay or indulgence by the sellers in enforcing the terms of this Agreement or any forbearance or giving of time to the Acquirer shall not be construed as a waiver on the part of the sellers of any breach or non-compliance of any of the terms and conditions of this agreement by the Buyer/s nor shall the same in any manner prejudice the rights of this seller under his Agreement or under the law.

39. If the Acquirer/s neglect/s, omit/s or fail/s for any reason whatsoever to pay to the sellers any of the amounts due and payable by the Acquirer/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein contained or regarded to the sellers shall be entitled to re-enter upon and resume possession of the said flat/garage and every thing whatsoever therein this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Acquirer to the sellers shall stand absolutely forfeited to the sellers and the Acquirer/s shall have no claim for refund or repayment of the said earnest money and or the said other amounts already paid by the Acquirer/s or any part thereof and the Acquirer/s hereby agree/s to forfeit all his/her/their rights, title and interest in the said flat/shop/garage and all amounts already paid and in such event the Acquirer shall also be liable to immediate ejectments as trespasser but the right given by this clause to the sellers shall be without prejudice to any other rights remedies and claims whatsoever at law or under this Agreement of Seller against the Acquirer.

40. All letters, receipts and/or notice issued by the sellers shall be despatched under certificate of posting to the address of the Acquirer/s written herein above and the Certificate of posting shall be sufficient proof of receipt of the same by the Acquirer/s and shall fully and effectually discharge the sellers.

41. All costs, charges and expenses in connection with the formation of the co-operative Housing or Premises Society or Limited Company as well as the costs of preparing, engrossing, stamping and registering all the agreement, lease, Transfer deed or any other documents or documents required to be executed by the Sellers or the Acquirer/s as well as the entire professional cost of the Attorneys of the sellers in preparing and approving all such documents shall be borne and paid by the society or Limited company or proportionately be all the purchaser/s and other flats/shops/garage in the said building. The Sellers shall not contribute anything towards such expenses payable by the Acquirer/s shall be paid by him/her/them immediately on demand.

42. Without prejudice to the right of the sellers or the Acquirer the purchases of flats to form themselves into a limited company or co-operative society and/or any other society and to transfer the building to such limited company or co-operative Society as provided in this Agreement the sellers shall also have a right to require, the purchasers of the flats to form themselves into an association of apartment Owners to be made as may be determined by the sellers as contemplated under the provisions of the Maharashtra Apartment Ownership Act 1970 and the Rules framed thereunder. In the event of the sellers determining that the Purchasers of flats should form themselves into an Association of Apartment Owners as contemplated by the said Act, all the Purchasers of the Flats shall sign declaration agreements. Papers and deeds of undertaking as may be required to be signed and executed for enabling the sellers for forming such Associations under the provisions of the said Act. The purchasers of flats/shops and garages shall agree to abide by the Rules and bye-laws of the condominium which may be prescribed under the provisions of the said Act from time to time. In particular the purchasers of flats/shops/garage shall make declarations as provided in Rule 3 of the Maharashtra Apartment Ownership Rules, 1972 declaring that the Flat (Apartment) purchased by the Flats purchaser shall be subject to the provisions of the Maharashtra Apartment Ownership Act 1970 (Vol. XV of 1971) and all amendments thereto, and agreeing and declaring to comply strictly with the covenants, conditions and restrictions set forth in the declaration required to be made by the Sellers under the provisions of Rule 3 of the said Rules and of the Bye-laws of the Society forming part thereof and attached as Exhibit "B" hereto and in the Deed of Apartments that may be executed. In order to enable the sellers to form such association the acquirer/s shall give such particulars about himself/herself as may be required. In that event the sellers will execute Deed of

Apartment in favour of each purchaser of flat separately conveying the Apartment and the proportionate right/share in common Amenities into the purchasers of flats.

43. This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats, 1964 or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

44. The Buyer shall lodge this agreement for registration with the sub-registrar of Assurance at Bombay and pay the required fees and inform the sellers of his/her/their having done so giving the serial No. and the date on which the same is lodged, to enable the sellers to attend at the said sub-Registry and admit execution of this Agreement.

45. The stamp duty & Registratrion charges and all other statutory levies as duties existing or futable shall be borne and paid by the Acquirer aborne and the Acquirer shall pay the same without demur on demand.

46. The sellers agrees to pay to Shri..... who has brought about this transaction of 2% (two percent) on the total purchase price of the tenament on the execution of this agreement.

EXHIBIT A

1. Consent Decree in suit No.660 of 1968 dt)15.10.62 between Byramjee Jeejeebhay Pvt. Ltd. V/S. Govindbhai Appeji Bhatte.
2. Consent Judge order dt.10.3.79 in the above suit for sale between.
3. First modification Agreement dt2.79 bewteen Oshiwara Land development Co. Pvt. Ltd. and vind P. Mahajan, promotor of Shree Swami Samartha Prasanna Co-op-Hsg. Soc. Ltd. (pro).
4. Agreement for transfer of promotor dt. 21.5.80 between vinod Purshuram Mahajan to Kanubhai Ashabhai Patel. unit no.151 to 250.
5. Second modification Agreement dt. 21.9.80 between Oshiwara Land Development Co. Pvt. Ltd. to Vinod P. mahajan.
6. Agreement dt.21st September, 1980 between K.A.Patel to Samartha development corporation to Arkay builders for transfer of development right for unit No.151 to 750.
7. Power of Attorney dt.21.9.80 Vinod Mahajan to Kanubhai Patel for unit No.151 to 750.

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- (a) Two light points, one fan point and one plug point in every living room.
- (b) One light point, one fan point and plug point in every bedrooms.
- (c) A light point in Passage.
- (d) One Buzzer in each flat.
- (e) One domestic power plug point in every kitchen room.
- 9. EXTRA
 - (a) Concealed plumbing and electrical work.
 - (b) Suction tank at ground level.
 - (c) Fan will be provided in living and bedroom each.
 - (d) One pump room with 2 pumps on suction tank.
 - (e) Overhead tank at terrace.
 - (f) Two Lifts of reputed companies.
 - (g) One T.V. point in living room.
 - (h) One telephone point in living room.
- 10. Common areas and facilities.
 - (a) Land
 - (b) Foundations, Columns, Girders, Beams, Supports, Main wall Roofs, Halls, Corners, Lobbies, Stairs, Stairways Fire-escapes, Entrance & Exit of building.
 - (c) Yards, Gardens, Parking Areas and storage spaces.
 - (d) Elevators Tanks, Pumps, Motors, Fans, Compressors ducts and all apparatus and installations existing for concern use.
 - (e) Community and commercial facilities.
 - (f) All parts of property necessary as convenient for existance Maintenance and safety or normally in common use.
- 11. percentage in common areas. $\frac{1}{60}$

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

SIGNED SEALED & DELIVERED By the)



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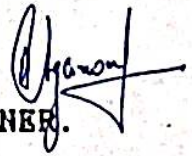
withinnamed SELLERS MESSERS.)

AGARWAL CONSTRUCTION COMPANY)

FOR AGARWAL CONST CO.

in the presence of)

PARTNER.



SIGNED SEALED & DELIVERED by the)

withinnamed Buyer Shri/Smt.)

Reena Sikota

in the presence of)

RECEIPT.

RECEIVED THE 17th day of October . . .)

1989 first hereinabove written of)

and from the withinnamed Buyer/s a)

sum of Rs. 50,000/- (rupees)

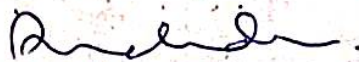
. FIFTY THOUSAND ONLY. Cheque)

No 147669/147670, Bank of India)
only as and by way of earnest money)

for sale of flat/shop/garage to be)

acquired by him/her/them paid to us)

WITNESSES.

1. 

WE SAY RECEIVED

FOR AGARWAL CONST. COMPANY

PARTNER.



JESHTARAM & CO.
SOLICITORS

JESHTARAM KARADIA
KISHORILAL KARADIA

Telephone :
274340
2002241
Add. : TITLEDEEDS

OFFICE:
19, "ALLI CHAMBERS", 2ND FLOOR,
NAGINDAS MASHER ROAD,
BOMBAY-400023.

RESIDENCE:
"NASHI DEEP", 9TH ROAD,
DAULAI NAGARI, BORIVALI (E),
BOMBAY-400066.

30th June 1986.

Ref. No. 5/7/86

MESSRS. AGARWAL CONSTRUCTION CO.

Re: ALL that piece or parcel of land admeasuring
2268 Sq. Metres being Unit Nos. 208 and 209 and Bldg.
Nos. 3 and 4 in Sector IV of Private Development
Scheme being part of Survey No. 41 Village Oshiwara,
Taluka South Salsette Bombay Suburban District.

Dear Sirs,

The above property forms part of a bigger plot of land. Bigger
Plot of land was acquired by Oshiwara Land Development Co. Pvt.
Ltd. by virtue of a Consent Decree in suit No. 660 of 1968
passed on 15-10-1962 and Consent Order dated 10th March 1979 in
the above suit. By various agreements and ultimately by an
agreement dated 1st July 1985 Jagdish Narayan Agarwal acquired
the Development rights as a promoter of a proposed society. The
said Jagdish Narayan Agarwal by an Agreement dated 11th July
1985 transferred the Development rights in favour of you and you
have been put in possession of the above Plot.

We have investigated the title of Oshiwara Land Development
Co. Pvt. Ltd, and in our opinion its title to the above plot of
land is marketable free from encumbrances. You are entitled
to develop, deal with and dispose of the above property in
your own rights.

Yours faithfully,
FOR JESHTARAM & CO.

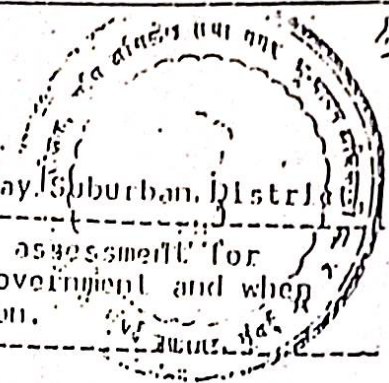
J. K. Karadia

PARTNER

EXTRACT FROM THE PROPERTY REGISTRATION CAMD

City Survey 3112/10 Tal: 3112/10

District: Bombay (Suburban) District

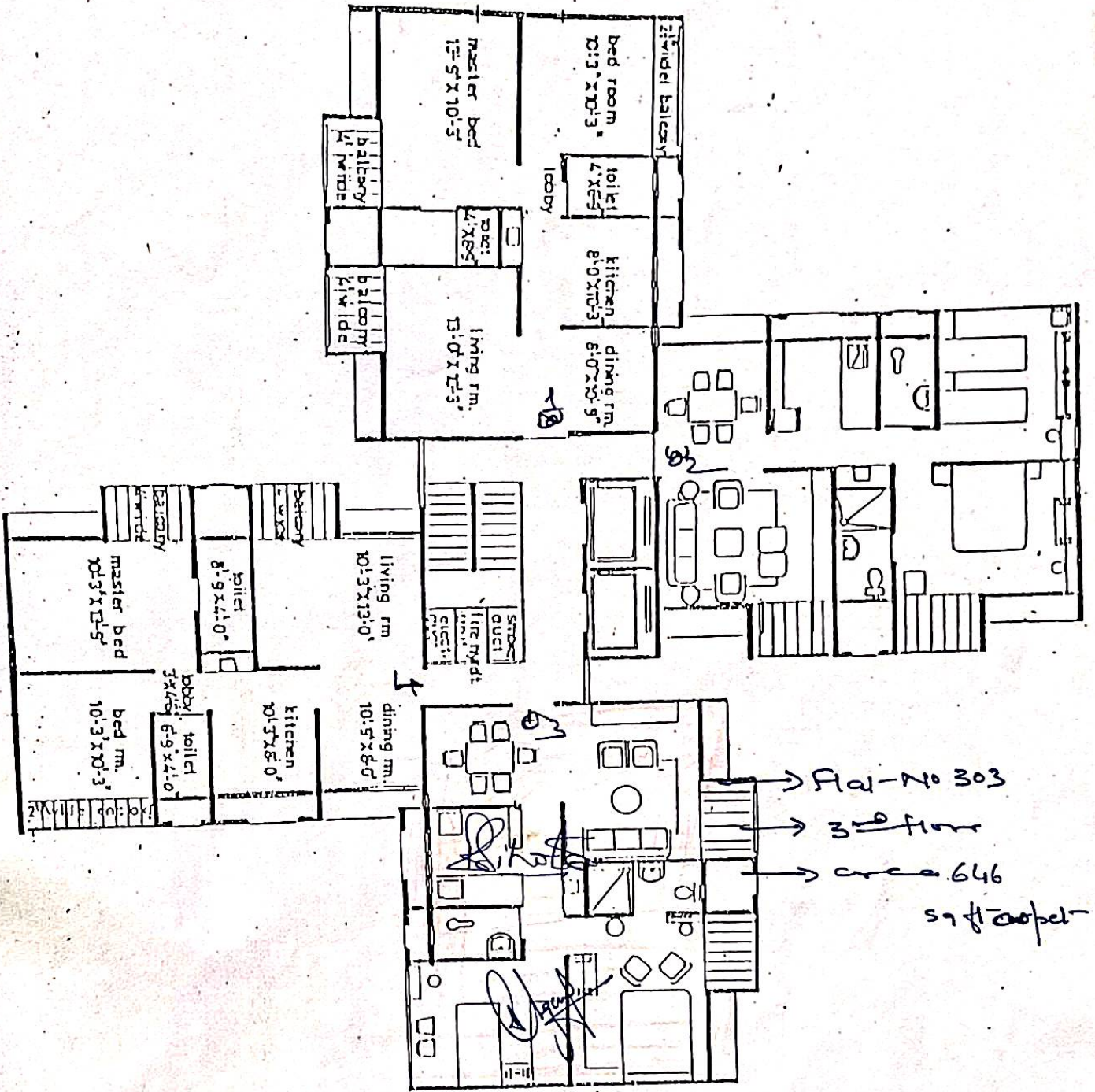


City Survey Number	Area Sq. Mts.	Tenure	Particulars of assessment for rent paid to Government and when due for revision.
9	73472.81.0	Ajri	
Easements			
73472.81.0			
73472.81.0			
73472.81.0			
73472.81.0			

ANNEXURE 1

Holder in 19	73472.81.0-3
Origin of the title (so far as treated)	
Lessee	
Other encumbrances	
Other remarks	

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation
1911/10/3	गा. उपर उप... क्र. AD-1/1111	...	...	...
1911/10/7	गा. उपर उप... क्र. AD-1/1111	...	...	...
1911/10/3	गा. उपर उप... क्र. AD-1/1111	...	...	...
1911/10/3	गा. उपर उप... क्र. AD-1/1111	...	...	...



TYPICAL FLOOR PLAN
 TYPE 'M'