

अनुक्रम नंबर 2052
 सन १९८४ के दिनांक २४ मार्च
 संख्या ३



आवृत्त प्रमाणों की मिट्टाली :-

	र.	शेष
मौदणी	2900	—
शेरे	5	
मकान (कोल्लिभोज)	2	
मकान (कलम ३० प्रमाणी)	2	
मकान मकानल (कलम ६७)	2	
रजवात	5	
पाती	30	
कारिलिम	2	
खाल	93	
	1	

Hashumati: Kumar Shah

B. Curran

मुख्य निबंधक, मुंबई
 अफिलिंग ऑफिस की सहायता से
 निबंधक के कार्यालय में प्रसिद्ध

एकूण ... 2994
B. Curran
 मुख्य निबंधक, मुंबई

H. K. S.
 H. K. S.

H. K. S.
 H. K. S.

THIS AGREEMENT made and entered into at Bombay this 2nd
 day of December in the Year One Thousand Nine Hundred and Eighty
 Five Between MESSRS DEDHIA & ASSOCIATES a registered Partnership
 firm having its office at "Kirti Vijay". Sewri Naka, Bombay-400 015 hereinafter
 called the "BUILDERS" (which expression shall unless it be repugnant
 to the context or meaning thereof mean and include the Partner or Partners
 for the time being of the said firm and their respective heirs, executors,
 administrators and assigns) of the One Part and M/s./Mr./Mrs./Miss Hashumati
Kumar Shah & Kumar Popatlal Shah.

residing at/having his/her/its/their office at Hirak Co-OP. Hsg. Society Ltd. Bldg. No.
 hereinafter called the "PURCHASER/S" (which expression shall unless
 hereinafter called the "PURCHASER/S" (which expression shall unless
 it be repugnant to the context or meaning thereof mean and include
 his/her/their/its heirs, executors, administrators, successors and permitted
 assigns) of the Other Part. Flat No. 5 S.V. Road. V. Road. (W) Bombay-40005

WHEREAS prior to 31st May, 1984 One Yakub Haji Adam Kantharia
 (hereinafter referred to as the said Kantharia) was seized and possessed
 off or otherwise well and sufficiently entitled to a piece of land situated
 at Village Waliv, Taluka Vasai, District Thane within the Registration Sub-
 District and District of Thane bearing Survey No. 30 Hissa No. 2 admeasuring
 14260 sq. metres or thereabouts.

AND WHEREAS prior to 21st December, 1984 One Yashodha Narayan
 Bhoir (hereinafter referred to as the said Bhoir) was seized and possessed
 off or otherwise well and sufficiently entitled to a piece of land situate at
 Village Waliv, Taluka Vasai, District Thane bearing Survey, No. 29 Hissa
 No. 2 admeasuring 13680 sq. metres or thereabouts.

AND WHEREAS in pursuance of an application made to Collector of
 Thane, the Collector of Thane by His Order No. REV/DESK/I. T./VII/NAP/
 S. R. 621 dated 2nd February, 1984 approved the layout plan for the said
 two lands admeasuring 27940 sq. metres.

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AND WHEREAS by an Indenture of Conveyance dated on 31st day of May, 1984 between the said Kantharia therein called the Vendor of the First Part, Ashok M. Athalye, Smt. Mangala B. Patil and Rehman R. Baloch therein called the Confirming Parties of the Second Part and the Builders herein therein called the Purchasers of the Third Part and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. R-1445 of 1984 on 31st May, 1984 in consideration therein mentioned the said Kantharia absolutely granted, sold, conveyed and assured unto the Builders and the said Athalye and the said Patil and the said Baloch confirmed unto the Builders forever the said piece of land situate at Village Waliv, Taluka Vasai, District Thane within the Registration Sub-District and District of Thane bearing Survey No. 30 Hissa No. 2 admeasuring 14260 sq. metres or thereabouts and more particularly described in the First Schedule thereunder written together with the rights, benefits and advantages of the aforesaid lay out scheme approved by the Collector of Thane by his order dated 2nd February, 1984.

AND WHEREAS by an another Indenture of Conveyance dated 21st day of December, 1984 made between the said Bhoir therein called the Vendor of the First Part, Shashikant Dattatraya Walimbe, Dr. Narendra Purshottam Mehta therein called the Confirming Parties of the Second Part and the Builders herein therein called the Purchasers of the Third Part and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. R-3460 of 1984 in consideration therein mentioned the said Bhoir absolutely granted, sold, conveyed and assured unto the Builders and the said Walimbe and Dr. Mehta confirmed unto the Builders forever the said piece of land situate at Village Waliv, Taluka Vasai, District Thane within the Registration Sub-District and District of Thane bearing Survey No. 29, Hissa No. 2 admeasuring 13680 sq. metres or thereabouts and more particularly described in the first Schedule thereunder written and together with the rights, benefits and advantages of the aforesaid lay out scheme approved by the Collector of Thane by his order dated 2nd February, 1984.

AND WHEREAS on actual survey made by the District Survey Office, Thane of both the aforesaid lands situate at Village Waliv, Taluka Vasai District Thane and within the Registration Sub-District and District of Thane the actual area of the said two lands is as set out in the Schedule hereunder written,

AND WHEREAS the Builders are desirous of developing the said lands more particularly described in the Schedule hereunder written for a bungalow scheme by constructing various bungalows thereon in accordance with layout plan that will be approved by the Collector of Thane a copy of the said layout plan with bungalows is annexed hereto and marked Annexure 'A'.

AND WHEREAS the Builders have already commenced the work of the well and levelling of the said lands and upon approval of the said layout the Builders are desirous of constructing various buagalows on the said lands in accordance with the layout that will be approved by the Collector of Thane and to complete the construction of the same.

AND WHEREAS the Purchaser has taken inspection of the said proposed layout plans and bungalow plans and is satisfied himself/herself/itself about the layout and design of the said bungalows.

M. K. S.

AND WHEREAS the title of the Builders to the said lands more particularly described in the Schedule hereunder written has been gone into by M/s. Harakhchand & Co., Advocates & Solicitors who have issued their Certificate of title in respect thereof. A copy of which has been furnished by the Builders to the Purchaser and copy of which is also annexed hereto and marked Annexure 'B' and the Purchaser has also prior to the execution of this agreement satisfied himself/herself/itself about the title of the Builders to the said lands.

AND WHEREAS the Builders have furnished to the Purchaser copies of all such documents, papers and plans as are required to be furnished to the Purchaser by the Builders under the Maharashtra Ownership Flats Act 1963 and the Maharashtra Ownership Rules, 1964.

AND WHEREAS the Builders have agreed to sell to the Purchaser and the Purchaser has agreed to purchase and acquire from the Builders Bungalow No. 57 of 2BS type on the Plot No. 57 and shown on the plan hereto annexed in red coloured boundary lines at or for the lump sum price of Rs. 2,50,000 /- (Rupees Two lac titty thousand only. only) and upon terms and conditions as hereinafter appearing :

AND WHEREAS the Builders are entering into separate agreements with the several other persons in the form similar to this agreement with regard to the other bungalows and premises on the said lands.

NOW THESE ARTICLES WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Builders shall under normal conditions, construct a Bungalow No. 57 of 2BS type on the Plot No. 57 on the said lands as per the plans to be sanctioned and approved by the Collector of Thane and seen by the Purchaser with such variations and modifications therein as the Builders may consider necessary or may be required by the Collector of Thane or any other public or local authority to be made in them or any of them and with amenities and specifications as set out in Annexure 'C' hereto. The Purchaser hereby consents to such variations.

2. The Purchaser hereby agrees to purchase and acquire from the Builders and Builders hereby agree to sell to the Purchaser the said Bungalow No. 57 of 2BS type on the Plot No. 57 of the said lands and shown with red colour boundary lines on the plan hereto annexed and marked Annexure 'A' (hereinafter for brevity's sake referred to as the said Bungalow) at or for the price of Rs. 2,50,000 /- (Rupees Two lac titty thousand only. only) and upon the terms and conditions herein contained.

3. The Purchaser agrees to pay to the Builders the said consideration or purchase price of Rs. 2,50,000 /- (Rupees Two lac titty thousand only) as under :-

a sum of Rs. 10,000 /- (Rupees Ten thousand only) on or before the execution of this agreement (the payment and receipt whereof the Builders do hereby admit and acknowledge).

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(b) by making the following part payments towards the balance of the purchase price which part payments shall be made in the manner and by instalments specified below (time being the essence of the contract).

1. Rs. 30,000/- (Rupees Thirty thousand only) on completion of plinth.
2. Rs. 30,000/- (Rupees Thirty thousand only) on completion of 1st slab.
3. Rs. 30,000/- (Rupees Thirty thousand only) on completion of 2nd slab.
4. Rs. 30,000/- (Rupees Thirty thousand only) on completion of 3rd slab.
5. Rs. 30,000/- (Rupees Thirty thousand only) on completion of brick work.
6. Rs. 30,000/- (Rupees Thirty thousand only) on completion of plastering work.
7. Rs. 25,000/- (Rupees Twenty five thousand only) on completion of plumbing work.
8. Rs. 20,000/- (Rupees Twenty thousand only) on completion of electric work.
9. Rs. 15,000/- (Rupees Fifteen thousand only) against handing over of possession of the said bungalow.

4. If the Purchaser commits default in payment of any of the instalments aforesaid on their respective due dates (time being the essence of the contract) the Builders shall be at liberty to terminate these presents in which case even the said deposit or earnest money paid by the Purchaser to the Builders shall stand forfeited. The Builders shall however on such termination refund to the Purchaser the instalments or part payments, if any, which may have till then been paid by the Purchaser to the Builders but without any further amount by way of interest or otherwise and on the Builders terminating this agreement under this clause they shall be at liberty to sell the said bungalow to any other persons as the Builders may deem fit at such price as the Builders may determine and the Purchaser shall not be entitled to question such sale or to claim any amount whatsoever from the Builders.

5. Without prejudice to their other rights under these presents and/or in law, the Purchaser shall be liable to pay to the Builders interest at the rate of 18% per annum on all the amounts due and payable by the Purchaser under these presents, if such amounts remain unpaid for seven days or more after becoming due.

6. Possession of the said Bungalow shall be delivered to the Purchaser after the said Bungalow is ready for use and occupation PROVIDED all the amounts due by the Purchaser under these presents are paid to the Builders. The Purchaser shall take possession of the said Bungalow within 7 days of the Builders giving written notice to the Purchaser intimating that the said Bungalow is ready for use and occupation.

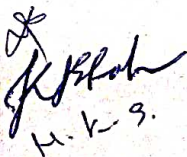
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7. Possession of the said Bungalow shall be delivered by the Builders to the Purchaser on or before 31st day of December 1986. The Builders shall however not incur any liability if they are unable to deliver possession of the said Bungalow by the date aforesaid, if the completion is delayed by reason of war, civil commotion, Act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Government and of any other public or local authority or due to non-availability of cement, steel and other building materials.

8. Upon possession of the said Bungalow being delivered to the Purchaser, the Purchaser shall be entitled to the use and occupation of the said Bungalow. Upon the Purchaser taking possession of the said Bungalow he/she/it shall have no claim against the Builders in respect of any item of work in the said Bungalow which may be alleged not to have been carried out or completed.

9. Commencing a week after notice is given by the Builders to the Purchaser that the said Bungalow is ready for use and occupation the Purchaser shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said Bungalow.

10. The Purchaser agrees and binds himself/herself/itself to pay regularly every month by the 5th of each month to the Builders until the Conveyance of the said lands described in the Schedule hereunder written is executed subject to what is hereinafter stated in favour of a Co-operative Housing Society or a Limited Company as the case may be the proportionate share that may be decided by the Builders or the Co-operative Housing Society or a Limited Company 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 lands or buildings, water taxes and water charges and (c) outgoings for the maintenance and management of the swimming pool and its building, Common Gardens, Common Internal Layout Roads, Common Lights, Common Drainage, Temple, Watchmen's Salaries, Sweeper's Salaries and other outgoings and collection charges incurred in connection with the said properties. The Purchaser shall keep deposited with the Builders before taking possession of the said Bungalow a sum of Rs. 2,500/- (Rupees Two Thousand Five Hundreds only) as deposit towards the aforesaid expenses and outgoings. The said deposit amount shall not carry any interest. The Purchaser shall also before taking possession of the said Bungalow pay to the Builders a sum of Rs. 500/- (Rupees Five Hundreds only) for the purchase of five shares in the intended co-operative Housing Society or the Limited Company and Re. 1/- (Rupee One only) as membership fee of the intended Co-operative Housing Society or the Limited Company and Rs. 500/- (Rupees Five Hundreds only) for electric meter deposits, Rs. 1,000/- (Rupees One Thousands only) as deposits towards the costs for registration of Co-operative Housing Society or Limited Company as the case may be and other sundry expenses. The said sums and deposits shall not carry interest and will remain with the Builders until the Conveyance is executed in favour of a Co-operative Housing Society or a Limited Company as aforesaid and the said deposits or the balance then remaining shall be paid over to the Co-operative Housing Society or the Limited Company as the case may be after deducting thereout such amount as the Builders may have paid or expended towards such charges and expenses.


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11. The Purchaser agrees to join a Co-operative Housing Society or the Limited Company that will be formed of the Purchasers of the said Bungalows which will be constructed by the Builders.

12. The Purchaser shall not use the said Bungalow for any purpose other than the purpose for which the same is allowed by the Municipal and other authorities, nor shall use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Bungalows in the said properties or to the Owners or occupiers of the neighbouring properties nor for any illegal or immoral purposes.

13. The Purchaser shall from the date of his/her/its taking possession maintain the said Bungalow at his/her/its own costs in a good and tenable repair and conditions and shall not do or suffered to be done anything in or to the said Bungalow and common passage which may be against the rules and bye laws of the Municipal Corporation of Thane or any other Public Body or authority nor shall the Purchaser change alter or make additions in or to the Bungalow or any part thereof. The Purchaser shall be responsible for any breach of these provisions.


14. Provided it does not in any way affect or prejudice the rights of the Purchaser in respect of the said Bungalow the Builders shall be at liberty to sell assign, transfer or otherwise deal with their right, title, and interest in the Bungalow, constructed or to be constructed in the said lands or any part thereof.

15. Nothing containing in these presents intended to be nor shall be construed to be a grant or demise in law of the said Bungalow or any part thereof or conveyance of the said Bungalow or any part thereof.

16. The Purchaser shall not let, sublet, sell, transfer assign his/her/its interest under, or benefit of, this agreement or part with possession of the said Bungalow or any part thereof until all the dues payable by him/her/its to the Builders under this agreement are fully paid up and until he/she/it obtains the consent in writing of the Builders.

17. The Purchaser and the persons to whom the said Bungalow is let, sublet, transferred, assigned or given possession of shall from time to time sign all applications papers and documents and do all acts deeds and things as the Builders and/or the Co-operative Housing Society and/or the Limited Company (as the case may be) may require for safe guarding the interest of the Builders and/or the Purchaser and other acquirers of the Bungalow in the said lands.

18. The Purchaser and persons to whom the said Bungalow is let, sublet, transferred assigned or given possession of shall observe and perform all the bye laws and/or the rules and regulations of the Co-operative Housing Society when registered and/or of all the provisions of the Memorandum or Articles of Association of Limited Company when incorporated as the case may be and the additions alterations or amendments thereof for protection and maintenance of the said lands and the Bungalow therein and for the observance and carrying out of the building rules and regulations and bye laws for the time being of the Municipality and other local office and of the Government and other Public Bodies. The Purchaser and the persons to whom the said Bungalow is let, sublet transferred assigned or given possession of shall observe and perform all the stipulations and conditions laid down by such Co-operative Housing Society or Limited


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Company as the case may be regarding the occupation and use of the said Bungalow therein and shall pay and contribute regularly and punctually towards expenses and other outgoings in accordance with the terms of this Agreement.

19. On completion of the construction of all the Bungalows on the said lands and on receipt by the Builders of the full payment of the amounts due and payable to them by the Purchaser and acquirers of Bungalows on the said lands the Builders shall co-operate with the Purchaser and such other acquirers in forming and registering or incorporating a Co-operative Housing Society or a Limited Company as the case may be and on all the amounts due and payable to the Builders are paid in full as aforesaid the Builders shall execute and cause all the necessary parties to be executed the necessary Conveyance of the lands and the Bungalows standing thereon. The area of the said lands described in the Schedule hereunder written shall be accepted as correct. The Builders shall not be bound to give any compensation rebate or reduction in price or other payments if the area of the said lands is found to be more or less than that mentioned in the Schedule hereunder written.

20. M/s. Harakhchand & Co. Advocates & Solicitors for the Builders shall prepare and/or approve as the case may be conveyance and all other documents to be executed in pursuance of these presents as also the bye laws and the Memorandum and Articles of Association in connection with the Co-operative Housing Society or the Limited Company as the case may be and all the costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Housing Society or the Limited Company as the case may be shall be borne and paid by the Purchaser and other acquirers of Bungalows in proportion to their respective areas and/or by such Co-operative Housing Society or Limited Company as the case may be.

21. The stamp duty and registration charges of and incidental to this agreement shall be borne and paid by the Purchaser. The Purchaser will lodge this agreement for registration and the Builders will attend the sub-registry and admit execution thereof after the Purchaser informs them the number under which it is lodged.

22. In case security deposit is demanded by the Municipality for the purpose of giving water and/or electricity connections to the said building such deposit shall be payable by all the Purchasers of the Bungalows in proportion to their respective area of the Bungalows. The Purchaser agrees to pay to the Builders within 7 days of the demand Purchaser's proportionate share in such deposit.

23. If at any time development and/or betterment charges or other levy is charged, levied or recovered by the Municipality or any other public body or authority in respect of the said Bungalows the same shall be borne and paid by all the purchasers in proportion to the respective areas of their respective Bungalows.

24. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser posted under Certificate of Posting at his address specified below:
Hirak Co-OP.Hsg. Society Ltd. Bldg No.2.

Flat No-5. S.V. Road, Vile - Parle (W) Bombay-400056.

25. All costs charges expenses including Advocates and Solicitors costs in respect of this agreement shall be borne and paid by the Purchaser alone and the Builders shall not be responsible for the same. The Purchaser shall simultaneously with the execution of this agreement pay to M/s. Harakhchand & Co. Advocates & Solicitors a sum of Rs. 1000/- (Rupees One Thousand only) being their fees in respect of the same.

26. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any nature whatsoever into or upon the said bungalow or any part thereof. Such confirmation to take place to and in favour of the Limited Company or a Co-operative Housing Society on its being incorporated or formed of the Purchasers of different Bungalows on the said lands as herein stated and pending the execution the Purchaser shall observe and perform the terms and conditions of this agreement and will indemnify and keep indemnified the Builders against the non-observance non-performance or breach of the same.

27. The Purchaser shall have no claim save and except in respect of the particular Bungalow hereby agreed to be acquired i. e. all open spaces, parking place, swimming pool, club house, Badminton court, well etc. will remain the properties of the Builders until the whole of the lands are transferred to the proposed Co-operative Housing Society or Limited Company as the case may be but subject to the rights of the Builders as mentioned in clause 28 herein.


28. The Builders shall always have a right to make additions or put up additional constructions on the said lands described in the Schedule hereunder written and to construct and/or put up additional Bungalows on the remaining portions of the lands described in the Schedule hereunder written which lands at present are kept open and as may be permitted by Municipal and other competent Authorities such additions and structures will be the sole property of the Builders who will be entitled to sell the same as and in the manner and upon the terms the Builders deem fit and the Agreements with the purchaser and all the other Purchasers shall be subject to the aforesaid rights of the Builders.

29. The Builders shall, in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this agreement, have a first lien and charge on the said Bungalow to be acquired by the Purchaser.

30. The Purchaser hereby agrees to pay all the amounts payable under the terms of this agreement as and when they become payable from time to time and time in this respect being of the essence of the contract. Further the Builders are not bound to give notice requiring payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts on the respective due dates.

31. The Purchaser shall insure and keep insured his/her/its Bungalow against loss or damage by fire in the full value thereof in the joint names of the Builders and of the Purchaser with the Insurance Company. In the event of the Bungalow being damaged or destroyed by fire, as soon as reasonably Practicable to lay out the insurance money in the repair, rebuilding or reinstatement of the Bungalow. In the event of the Bungalow being insured by the Builders the Purchaser agrees to reimburse the Builders with the proportionate share of the insurance premium.

K. J. Shukla
of M. K. S.



32. The Purchaser hereby covenants to keep the walls and partition walls, sewers drains, pipes and appurtenances of the said Bungalow and the said lands in good and tenable repair and condition and in particular so as to support shelter and protect the other Bungalows. The Purchaser further covenants not to change or in any other manner damage the columns beams slabs or R. C. C. Partis or wall or other structural members without the prior written permission of the Builders. The breach of these conditions shall cause this agreement to ipso-facto come to an end and the Builders shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they find proper to compensate for the damage caused. If such payments are inadequate they shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Builders in this regard shall be final and binding upon Purchaser who shall not dispute the decision of the Builders in this regard.

33. The Purchaser will not at any time demolish or cause to be demolished the Bungalow or any part thereof agreed to be taken by him/hor/it nor will he/she/it at any time make or cause to be made or done any structural additions alterations of whatever nature to the said Bungalow or any part thereof provided however that the Purchaser shall be entitled to put or effect wooden partitions, air conditioners or such furniture as may be necessary for the purposes of the Purchaser but subject to the Purchaser complying with the rules and regulations of the authorities concerned. The Purchaser shall not close the verandas or logues or balconies or make any alterations in the elevations and outside colour scheme of the Bungalow to be acquired by him/her/it.

34. The Purchaser shall not do or cause to be done any act or thing which may render void or voidable any insurance of any Bungalow or cause any increased premium to be payable in respect thereof.

35. The Purchaser shall not decorate the exterior of the Bungalow otherwise than in a manner agreed to with the Builders or otherwise than in the manner as near as may be in which the same was previously decorated.

36. That the Bungalows on the said lands shall always be known as Ambawadi Bungalow scheme and the name of the Co-operative Housing Society or Limited Company to be formed as the case may be shall bear the name "Ambawadi Bungalow" or such other name as may be got approved by the Builders from the Registrar of Co-operative Societies or of Companies as the case may be and this name shall not be changed without the written permission of the Builders.

37. In the event of the Society or Limited Company being formed and registered before the sale and disposal by Builders of all the Bungalows in the said lands the powers and authority of the Society or Limited Company so formed or of the Purshaser and other Purchasers of the Bungalows shall be subject to the over all authority and control of the Builders over all or any of the matters concerning the said Bungalows and completion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold Bungalow and the disposal thereof.

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38. Any delay or indulgence by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Builders of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders under these presents or under the law.

39. PROVIDED ALWAYS that if any dispute difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction or interpretation of these presents or concerning anything herein contained or arising out of these presents or as to the rights liabilities or the duties of the parties hereto the same shall be referred to arbitration of two persons to be appointed by each party. The arbitrators may in their turn appoint an umpire. Provisions of the Indian Arbitration Act shall apply to such reference which will be in Bombay.

THE SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of lands or grounds situate, lying and being at Village Waliv, Taluka Vasai, District Thane within the Registration Sub-District of Vasai and District of Thane within the limits of Gram Panchayat of Waliv, Panchayat Samiti of Vasai and Zilla Parishad of Thane bearing Survey No. 30, Hissa No. 2, Survey No. 29, Hissa No. 2 admeasuring 28180 sq. metres or thereabouts.

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

SIGNED SEALED AND DELIVERED

by the withinnamed BUILDERS

M/s. DEDHIA & ASSOCIATES in the

presence of

Harakhechand
Advocate & Solicitor
Bombay

For M/s. DEDHIA & ASSOCIATES

દેધિયા સરકારી

PARTNER

SIGNED SEALED AND DELIVERED

by the withinnamed PURCHASER

Smt. Hashumati Kumari Shah
& Mr. Kumar Popatlal Shah
in the presence of

Harakhechand


Hashumati Kumari Shah
Kumar Popatlal Shah

RECEIVED the day and year first
hereinabove written of and from the
withinnamed Purchaser a sum of Rs.10,000/-
(Rupees Ten thousand only.)
being the amount of earnest moneys within
mentioned to be by him/her/them paid to us.

The Sangli Bank Ltd.
Ch. No. 17 426779
Date 23-10-85

Rs. 10,000/-/-

WITNESSES :


Harakchand

WE SAY RECEIVED
For M/s. DEDHIA & ASSOCIATES

एम. डेधिया
PARTNER

BUILDERS

ANNEXURE 'B'

HARAKHCHAND & CO.
ADVOCATES & SOLICITORS

Office : 272107
Phones : Resl. : { 394827
 { 378266
HARAKHCHAND K. GADA

Yashwant Chambers, 3rd Floor,
Burjorji Bharucha Marg,
(Military Square Lane),
Fort, Bombay-400 023.

CERTIFICATE OF TITLE

Re : In the matter of all those pieces of lands or grounds situate lying and being at Village Waliv, Taluka Vasai, Dist. Thane within the limits of Gram Panchayat Waliv, Panchayat Samiti Vasai, Zilia Parishad Thane bearing Survey No. 29, Hissa No. 2, admeasuring 13,680 sq. metres and Survey No. 30, Hissa No. 2 admeasuring 14,260 sq. metres or thereabouts.

THIS IS TO CERTIFY that we have gone through the title to the above properties and as regards their title we have to state as under :

1. By a Deed of Conveyance dated 31-5-84 and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. R-1445 of '84 one Yakub Haji Adam Kantharia for consideration therein mentioned sold and conveyed his property bearing Survey No. 30, Hissa No. 2 admeasuring 14,260 sq. metres or thereabouts to M/s. Dedhia & Associates absolutely.
2. By another Deed of Conveyance dated 21-12-84 and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. R-3460 of '84 one Yashoda Narayan Bhoir for consideration therein mentioned sold and conveyed her property bearing Survey No. 29, Hissa No. 2 admeasuring 13,680 sq. metres or thereabouts to M/s. Dedhia & Associates absolutely.
3. On Survey of the said two lands the actual area of the said Properties is 28,180 sq. metres or thereabouts.
4. The said M/s. Dedhia & Associates are in sole and exclusive use, enjoyment and possession of the said properties.
5. The said two conveyances are still to be registered by the Sub-Registrar of Bombay and the same are pending for production of Income Tax Clearance Certificate of some of the Conveying parties to the said Conveyances. The conveying parties have agreed to obtain such certificates as early as possible.

In view of what is stated hereinabove we certify that the title of M/s. Dedhia & Associates to the above properties is marketable and free from encumbrances subject to what is stated hereinabove.

Dated this 22nd day of January 1985.

For Harakhchand & Co.

Sd/-

Proprietor
Advocates & Solicitors

ANNEXURE - C

AMENITIES AND SPECIFICATIONS FOR AMBAWADI BUNGALOW SCHEME AT WALIVE, TALUKA VASAI, DIST. THANE.

- (a) The structures will be in R. C. C. frame with brick work walls.
- (b) **R. C. C. :** All R. C. C. work will be of 1, 2, 4 mix unless specifically mentioned otherwise. The steel in R. C. C. members will be torsteel and M. S. Bars.
- (c) **Excavation :** Excavation for foundation will be upto hard strata.
- (d) **Walls :** All the external walls will be 9" thick in C. M. 1:6. All internal partition walls be of 6" thick (half brick) in C. M. 1:4 with R. C. C. Patti 4" thick placed horizontally at every interval of 3' 6" height.
- (e) **Plaster :** All brick masonry and R. C. C. work will be plastered in sand face finish in two coats in C. M. 1:4 externally. The thickness should be about 3/4". All finished in neeru, including two coats of Paint. The external plaster will be applied with cement paint. (Snowcem or colourcem product).
- (f) **Flooring :** All floors in living, bed rooms, passages will be provided with marble mosaic tiles of white cement. All flooring in balconies will be provided with marble mosaic tiles of Gray cement.
- Staircase :** The staircase tread and riser will be finished in one piece polished tander tiles.
- Kitchen :** Kitchen room floors will be finished in polished tander tiles and white glazed tiles above cooking platform upto ceiling and marble top on cooking platform.
- Toilet & W. C. :** Toilet & W. C. floor will be finished in white glazed tiles and polished Tander tiles and also white glazed tiles upto ceiling.
- Stilt :** Concrete flooring in case of stilt area.
- (g) **Doors :** Wooden or Alluminium doors with alluminium fixtures, fastenings. Main Entrance door will have letter slit Godreg Night latch, magic eye and safety chain. The top panel of doors for W. C. and Bath will be in ground glass.
- (h) **Windows :** Alluminium glazed windows as per design with M. S. grill.
- (i) **Amenities in Toilet & W. C. :** (1) The Toilet will have bathtub, W. C. Pan and Wash Basin (2) W. C. will have W. C. Pan and Wash Basin. (3) Water heater in each toilet. (4) Concealed water supply and drainage in Kitchen, W. C. and Toilet.
- (j) **Electrification :** The main and sub main line will be provided in conduits concealed, (Black enamelled pipe). The copper wire will be used for wiring.

The points in each Bungalow will be as given below :

Living Room : 2 light pt., 1 fan pt., 3 plug pt., (1 No. 15 Amps. & 2 Nos. 5 Amps.)

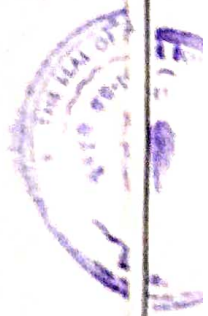
Bed Room : 2 Light pt., 1 Fan pt., 2 plug pt., (1 No. 15 Amps. and 1 No. 5 Amps.)

Toilet & W. C. : Exhaust fan pt., 1 light pt., 1 water heater point in Toilet and 1 exhaust fan point in Toilet.

Staircase, passage, wash basin, Veranda, Store.

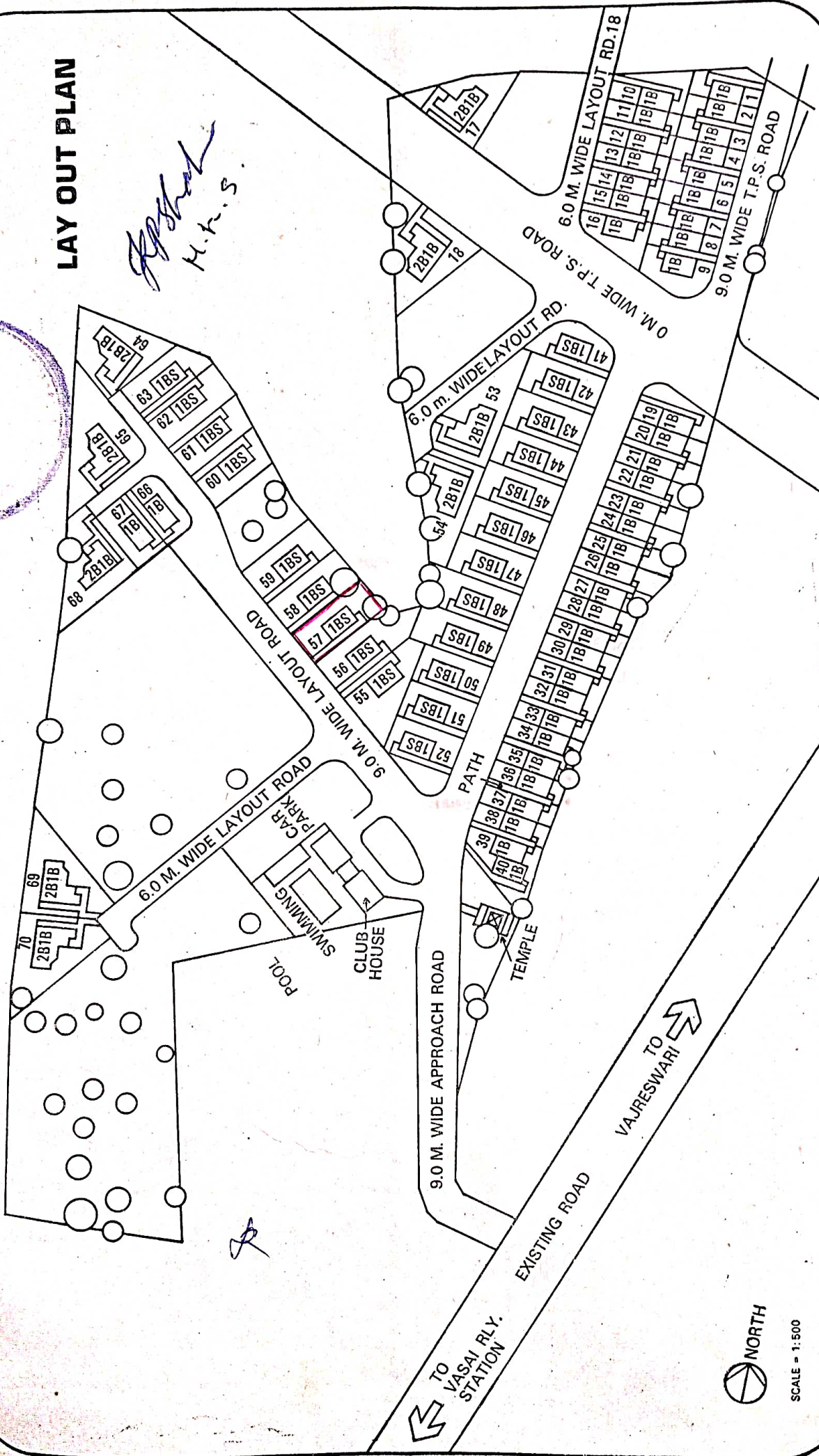
Terrace Garden, Balcony and Exit - 1 light point each

(k) Paving from road to entrance of Bungalow and outside of the Kitchen



LAY OUT PLAN

R. S. S.
M.K.S.



NORTH
SCALE = 1:500

PP. 110 35
Vol No 147 BRO.

PLAN
Copy of plan which accompanies the
document, registered No. PR. 2082/85
page 193 to Volume 368 BRO. No. 1.
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18-12-89

~~Sub-Registrar of Companies~~
exercising all the powers as
a Registrar except that of
hearing appeals.