

Annexure

1015-A

ORIGINAL

00/20125/P

AGREEMENT FOR SALE

OF

FLAT/GARAGE/PARKING SPACE

No. 702 on 7th Floor of

"MANORANJAN ENCLAVE"

M.R.E./B

AT

PAREL TANK ROAD,
BOMBAY-400 012.

(वि. नि. नमूना क्र. १) (Fin. R. Form No. 1)

संवत् १९९३ मं. १
Gen. 113 me.

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मूळ प्रत [अहस्तान्तरणीय] **ORIGINAL COPY [NOT TRANSFERABLE]**



शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place *Bany* दिनांक/Date *21/10/98* /198

Received from *A. G. Gurean* यांच्याकडून/

₹./Rs. *10150/-* (Rupees) *Ten thousand one hundred and fifty only*

on account of *...* याकरिता मिळाले.

S. V.
रोखपाल व लेखापाल
Cashier or Accountant

[Signature]
(सही/Signature)
(नाम/Designation)

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referred to as "the Builders" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include the Partner or Partners of the said firm for the time being and the Survivor or Survivors of them and the heirs executors administrators of the last Survivor) of the FOURTH PART and Shri/Smt./Miss/Messrs.

Arum Cengal Curam.
Mrs. Ajana Arum Curam.
 of Bombay Indian Inhabitant residing at
 . 41, Khushvihar, 210 F

Dr. Ambedkar Road, Dadar hereinafter
Bombay 210004.
 referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his/her/their heirs and in the case of Partnership the Partner or Partners for the time being) of the FIFTH PART

DEFINITIONS:

In this Agreement unless the context otherwise implies the expressions defined hereunder shall have the respective meanings assigned to them:

- (a) The singular wherever used shall include plural and vice-versa;
- (b) The masculine gener used herein shall include feminine and/or neutral gender wherever applicable;
- (c) "Building" means "Manoranjan Enclave" Building to be constructed on the Plot of land hereafter described more particularly.
- (d) "Corporate Body" shall mean any association of persons duly incorporated under any law



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for the time being in force include a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960, a Limited Company incorporated under the provisions of the Companies Act, 1956 and an Association of Apartment Owners being a Condominium formed under the provisions of the Maharashtra Apartment Ownership Act, 1970.

- (e) 'Plot of land' means Plot No.3 as described Firstly and Secondly in the Third Schedule hereunder written.
- (f) 'Property' means the buildings and the land hereinabove defined.
- (g) "Owner" means M/s. Rajkamal Kalamandir Private Ltd.
- (h) "Developer" means Mr. V. Shantaram
- (i) "Builder" means M/s. V. & M. Associates and "Promoter" means M/s. L. P. Builders.
- (j) "Ownership Flats Act" means the Maharashtra Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, being Maharashtra Act XIV of 1963.
- (k) "Purchaser" in relation to a Company duly incorporated under the Companies Act 1956 and/or a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 shall mean and include its successors and assigns: in relation to a Partnership firm it shall include all the partners whose names and addresses have been furnished in this Agreement in Annexure 'I' and those who may be



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Annexure I

admitted to such partnership hereafter, and their heirs legal representatives, executors and administrators; in relation to a sole proprietary concern it shall include its sole Proprietor, whose full name and address is given at the end of this agreement in Annexure 'I' and shall include his heirs, legal representatives, administrators and executors.

- (1) "Tenement" means the residential flat agreed to be acquired by the Purchaser under this Agreement inclusive of any garage covered or open car parking space, as the case may be;

W H E R E A S :

- (1) Rajkamal Kalamandir Private Limited (hereinafter referred to as "the Owner") is seized and possessed of or otherwise well and sufficiently entitled to all those several pieces or parcels of land or ground containing by admeasurement 30,836 square metres or thereabouts together with the building and structures standing thereon bearing Cadastral Survey No.191, 1/191, and 4/109 of Lower Parel (Parel Bhoiwada and Sewri Division) situate at Parel, Dr. S.S. Rao Road (also known as Government Gate Road, Parel) in the Registration sub-District and District of Bombay City and Bombay Suburban and more particularly described in the First Schedule hereunder written and delineated on the Plan No.1 thereof hereto annexed and thereon shown surrounded by

red coloured boundary line (hereinafter for

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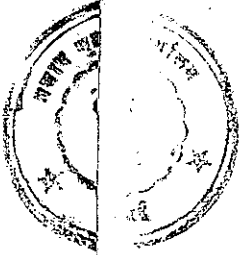
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brevity's sake referred to as "the said entire plot of land")

- (2) By Lease dated 30th day of December 1978 (hereinafter referred to as 'the said Lease') and made between the Owner (therein referred to as "the Lessor") of the One Part and (1) Shantaram Rajaram Vankudre alias V. Shantaram (2) Dr. Bhalchandra H. Rajdhyaaksha (3) Raghunath Iyer Venkateshwar alias R.V. Ishwar (4) Dr. Subrata Ray (5) Kiranchandra V. Shantaram and (6) Vasant Prabhakar Sathe, the then Trustees of the Trust known as "V. Shantaram Motion Picture Scientific Research and Cultural Foundation" (therein and hereinafter referred to as "the Lessees") of the Other Part (and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 3011-31/79 of Book No. 1 on the 5th day of September 1984) the Owner demised unto the Lessees all those pieces or parcel of land admeasuring 17,776.00 square metres or thereabouts bearing Cadastral Survey No. 191 (part) of Parel Sewri Division described in the Second Schedule thereunder written (forming part of the said entire plot of land known as "Shantashree Estate" described in the First Schedule hereunder written) together with the buildings, structures, outhouses, garages, and stables standing thereon (but exclusive of the ground and mezzanine floors of the main building which were



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retained by the Owner) and delineated on the plan thereof thereto annexed and thereon surrounded by green colour boundary line and the said hereditaments and premises standing thereon shown by colour pink thereon (therein and hereinafter referred to as "the said demised premises") for the term of 999 years commencing from the 1st day of January 1978 at the rent thereby reserved and subject to the performance and observance of the covenants on the part of the Lessees and conditions therein mentioned and contained.

- (3) On application (No. J-4/1956-84 dated the 9th day of October 1984) made by the Lessees to the Charity Commissioner, Maharashtra State, Bombay under Section 36(1)(a) of the Bombay Public Trusts Act 1950 for grant of permission to surrender a portion of the demised premises admeasuring 6,000 sq. mtrs. to the Owner (Original Lessee), the Learned Charity Commissioner by his Order No. J/4/156/84/28238 dated 31st October 1984 and subsequently modified by his further Order No. J/4/156-84/32093 dated the 10th day of November 1984 accorded his sanction to the surrender of the portion of demised premises admeasuring 6,000 sq. metres out of Cadastral Survey No. 191 of Parel Sewri Division being plot Nos. 3, 4 and 5 admeasuring about 2,695, 1260 and 2045 square metres respectively in favour of the Owner on the terms and conditions therein set out.

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(4) On application dated the 20th day of February 1984 made by the Lessees to the Competent Authority under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "the said Act") for redevelopment of the demised premises admeasuring 17,776.00 sq. mtres bearing Cadastral Survey No.191 of Parel Sewri Division, Bombay City, the the Additional Collector and Competent Authority (ULC) Greater Bombay by Order No.C/ULC/D.III.Sec.22/2669 dated 19th November 1984 accorded his sanction under Section 22 of the said Act for redevelopment of the property in favour of the Lessees on the terms and conditions therein set out.

(5) By an Agreement dated the 26th day of November 1984 made between the Lessees (the said Trustees) and the Owner, the Lessees agreed to surrender to the Owner as Lessors three portions of the demised premises described in the Second Schedule thereunder written on the terms and conditions therein mentioned.

(6) By an Agreement dated 28th day of November 1984 (hereinafter referred to as 'the Principal Agreement') entered into between the Owner of the One Part and the said Shri V.Shantaram (therein and hereinafter referred to as "the Developer") of the

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Other Part, the Owner granted to the Developer rights to develop the said three portions or plots of land (forming part of the said entire plot of land belonging to the Company) and more particularly described in the Second Schedule thereunder written and delineated on the plan thereof thereto annexed and thereon shown surrounded by the yellow colour wash and indicated thereon by figures or number 3,4, and 5.



(7) In the premises aforesaid, the development of the said land being Plot No.3. described in the Third Schedule hereunder written is being carried out by the Promoter who have been appointed, and who will be functioning as the Builders on behalf of the Developer on the terms and conditions mentioned in the Development Agreement dated the 12th day of December 1984 made between the Developer of the one part and "the Builders" of the Other Part and who have been authorised to look after, manage and finance the project of development of the said one plot of land by constructing thereon at their own cost residential building in accordance with the plans, designs and specifications prepared by the Builder's Architects and which may be approved by the Municipal Corporation of Greater Bombay or any other public authority.

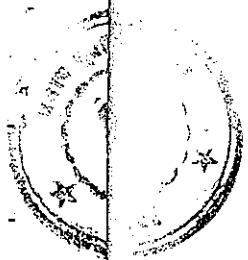
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(8) It is possible that additional floor space index may be permitted by the Authorities concerned for the construction on the plot No.3. and

and such additional space may be constructed by the Builder by adding more floors to the Building at present planned and/or extending the proposed building on the said Plot No.3. as may be sanctioned by the authorities concerned.

(9) The Builders have evolved a Scheme for construction of a building of at least ground floor and seven upper floors on the said Plot No.3. described in the third Schedule hereunder written comprising of residential and/or office premises and/or garages and/or covered/open car parking spaces and/or any other user/users that may be permitted under the Development Control Rules for Greater Bombay (and/or any other user that may be permitted by either the State Government or the Central Government) in accordance with plans, designs and specifications and conditions which have been or which may be approved by the Architect of the Developer and also by the Municipal Corporation of Greater Bombay with certain conditions with or without modifications and/or additions to such plans as the Builder may find desirable and as may be approved by the Authorities or bodies concerned.

(10) The aforesaid building is named 'MANORANJAN ENCLAVE'.



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(11) The promoters under the Agreement dated 12th September 1986 made between the said builder of the One Part and the said Promoters herein of the Other, are authorised to sell 15,235 sq.ft. on the 4th to 7th Floors only, the particulars of the premises to be sold by the Promoters is detailed in Annexure II hereto. Annex. II.

(12) Pursuant to the said Agreement dated 28th November 1984, the said V. Shantaram is authorised to develop and/or get developed the said 3 plots being plot No. 3, 4, and 5 and to sell the flats premises and units in the building and/or buildings to be constructed on the said plots on what is popularly known as 'Ownership Basis'.

(13) The said V. Shantaram is also authorised to entrust the development rights in respect of the said plots, in his turn, to other Developer/Developers and builders who will also have rights to develop the said plots or any one or more of them and also to sell flats/shops/garages in the buildings as may be constructed thereon on Ownership basis.

(14) By an Agreement dated 26th November, 1984 made between the said Lessees of the One Part and the Owner of the Other, the Lessee agreed to surrender the 3 plots of land more particularly described in the Second Schedule hereunder Written as also in the Second Schedule thereunder written.

(15) By an Agreement dated 12th December 1984, the

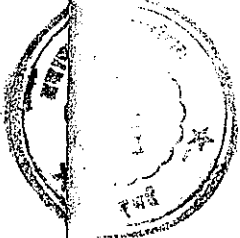
said V. Shantaram, in his turn, entrusted the Development rights in respect of two plots (being Plots Nos. 3 and 5) out of the said 3 plots to M/s. V. & M. Associates, the Builders.

II.

(16) The Developer has informed the Builders that the entire development work with regard to the 3 plots viz. Plot Nos. 3, 4, and 5 has to be carried out under the supervision of Architect Mr. M. K. Kelkar. The Builders, however, are permitted to engage the services of any other Architect in respect of Development of Plot No. 3 which is the subject matter of this Agreement.

(17) The Developer has also represented that the main conditions on which the said lay out has been sanctioned are as under:-

- (a) That the access roads shall be constructed and lighted to the Municipal specifications and shall be properly maintained.
- (b) that adequate storm water drains shall be provided in the lay out area at the owners cost to the satisfaction of the Municipal Commissioner;
- (c) that adequate arrangements shall be made for sewerage of the lay out area at Owners costs to the satisfaction of the Municipal Commissioner;



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- (d) that the cost of laying water-main within the lay out plots shall be borne by the Owner. The lay out of the mains as also the distribution pipes shall be got approved from the Hydraulic Engineer;
- (e) that the plot together with admeasuring 15% of total lay out area is 4,487.25 sq. mtrs. and shown in Green Colour in plan and earmarked as R.G.1, R.G.2., to R.G.6, shall be developed as recreation ground by planting trees on the same ground on the periphery and shall be properly maintained.
- (f) Plot No.6 earmarked as amenity plot shall be handed over to the Corporation free of cost and free of encumbrances as and when demanded by the Municipal Corporation of Greater Bombay for which F.S.I. benefit shall not be claimed and an undertaking to that effect shall be submitted;

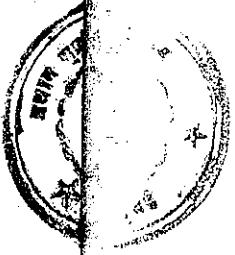
(18) The Developers and the Builders have, pursuant to the Agreement dated 1st August 1985 (and as modified by Agreement dated 1.11.1985) entrusted the development right in respect of the said plot No. 5 to Mahalaxmi Construction Co. and for carrying out the lay out conditions and for this purpose, Dr. Shantaram as the Developer, the Builders and Messrs. Mahalaxmi Construction Co. have come to the agreements and/or arrangements as follows:-

Condition No. 1 - (in regard to access Road)

- (a) The access roads leading to plot No.5. shall be constructed by and maintained by Dr. Shantaram and/or, the Company at their own costs.
- (b) the access road leading to Plot No.3. and 4 shall be constructed and maintained by the Developers and/or Dr.Shantaram jointly. Such costs shall be apportioned in the ratio of the F.S.I. area available to Plot Nos. 3 and 4. The Developers and Builders shall share such expenses in the proportion to the area made available to each of them in respect of Plot No.3.

Condition No.2.-(in regard to storm water drains)

- (a) The work will be carried out by the Builders at their own costs.
- (b) Mahalaxmi Construction Co. shall contribute towards the construction of such costs a sum as calculated at the rate of Rs.2/- per sq.ft. of F.S.I. available on Plot No.5 and
- (c) Dr.Shantaram and/or the Company will contribute towards such costs a sum calculated at the rate of Rs.2/- per sq. ft. of the F.S.I.area available on Plot No.4.
- (d) It is agreed that so far as it relates to Plot No.3., the expenses at the rate of Rs.2/- per sq. ft. of F.S.I. shall



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borne by the Promoters and the Builders in the proportion to the area available to the parties herein.

Condition No.3. (sewerage Work)

- (a) The work will be carried out by the builders at their own costs.
- (b) Mahalaxmi Construction Co. will contribute for this work at the rate of Rs.1/- per sq. ft. of the F.S.I. area available on Plot No.5.
- (c) Dr. Shantaram and/or the Company will contribute a sum calculated at the rate of Rs.1/- per sq. ft. of the F.S.I. area on Plot No.4.
- (d) It is agreed that so far as it relates to Plot No.3. the expenses fixed at the rate of Rs.1/- per sq. ft. shall be borne and paid by the Promoters and the Builders proportionate to the area available to them.

Condition No.4. (Lay out of water pipes)

- (a) Developers/owners of respective plot No. 3, and 4 and 5 shall at their own costs carry out the work in connection with the above condition by bringing water mains upto the respective plots;
- (b) It is agreed that the expenses in this behalf in respect of plot No.3 shall be shared proportionate to the area available to the promoters and builders respectively.

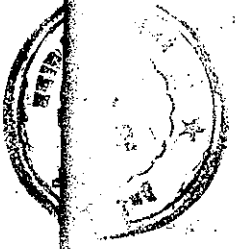
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Condition No. 5. - (Development of Recreation area.)

- (a) Mahalaxmi Construction shall at their own costs and expenses develop R.G.4 admeasuring about 400 sq.mtrs.
- (b) Dr.V.Shantaram and/or the Company will at his/her/its own cost and expenses develop R.G.1 admeasuring 1043 sq. mtrs.
- (c) The Developers and builders shall pay the costs and expenses of R.G.6 proportionate to the area available to the parties in respect of plot No.3.
- (d) R.G.5 admeasuring 826 sq. mtrs. approximately is already developed.
- (e) R.G.2 (admeasuring 960 sq.mtrs) and R.G.3 (admeasuring 664 sq.mtrs) will be developed by Dr.V.Shantaram and/or the Company while carrying out the work of phase 2 as indicated in the lay out plan.
- (f) The Company/owners will procure permission of Dr.V.Shantaram Motion Pictures Scientific and Cultural Foundation permitting the development of the above Recreation Areas without charging any consideration for the same.

Condition No.4. - Surrender of Amenity Plot)

The Company/owner and/or Dr.Shantram confirm that the necessary permission of the Charity Commissioner has been obtained by the aforesaid Dr.Shantaram



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Motion Pictures Scientific Research and Cultural Foundation for enabling surrender of the amenity Plot admeasuring 916 sq.yds mtrs. to the Municipal Corporation and accordingly the Company and Dr.Shantaram irrevocably agree to surrender when demanded by the Corporation, as per the lay out condition.

- (19) Pursuant to the Agreement dated 26th day of November 1984, made between Dr.V. Shantaram and Ors. the Trustees of V.Shantaram Motion Pictures Scientific and Cultural foundation of the One Part and the Owner of the Other, the Lessees have already executed the Deed of Surrender.
- (20) The Developers have represented that a sum of Rs.70,00,000/- (Rupees Seventy Lakhs) payable as donation to the Lessees with regard to sub-plot No.3 to 5 has been duly paid and the Lessees did surrender the right title and interest of the said plot unto the Company and Messrs. Mahalaxmi Construction Co. are in possession of the said plot No.5 and are developing the same.
- (21) The sum of Rs.30,00,000/- (Rupees Thirty lakhs) payable as donation to the Lessees in regard to Plot No.5 has been duly paid and the Lessees have surrendered the right title and interest in regard to the said plot unto the Owner and Messrs. Mahalaxmi Construction Co. are in possession of the Plot No.5 and

and are developing the same.

(22)

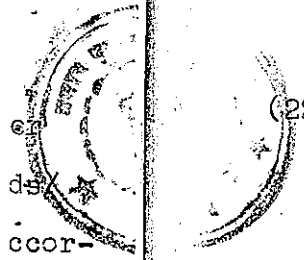
In view of the provisions or the lay out conditions on the application made by the Lessee to the Charity Commissioner, the Charity Commissioner has by his Order No. J/4/177-85/22283 dated 21st October, 1985 authorised the Trustees to surrender the Leasehold interest in Plot No.6 for enabling the company to surrender the same to the municipal Corporation of Greater Bombay. The Lessees have agreed to surrender the Plot No.6 as and when requested by the Company and in the meanwhile, have authorised the Company to confirm to the Municipal Corporation vacant possession of the said Plot No.6 would be given by the Lessee to the Municipal Corporation while surrendering the same.

(23)

Building plans for construction of structures of the aggregate built-up area of 40,588 Sq. ft. (inclusive of Balcony Area of 3,940 Sq.ft.) on Plot No.3 are approved by the Municipal Corporation of Greater Bombay vide I.O.D. No. EB/CE/8119/BS/A of 1985-86 dated 3rd January 1986. A copy of the said Building plans as also the I.O.D. are kept in the office of the Promoters for inspection.

(24)

The Builders agreed to release to the Promoter the unconsumed F.S.I. of an approximate area of 378 Sq.Ft. on payment (since paid)



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- (24) Out of the total area of 40,588 Sq.Ft. available in respect of Plot No.3 the firm of M/s. V & M. Associates as Builders have already agreed to sell on what is popularly known as ownership basis and approximate area of 24,975 Sq.ft. of built up area as under :-
- (a) 11,530 Sq.ft. built up area on ground, first floor, to the Abhyudaya Co-operative Bank.
 - (b) 10,025 sq.ft. in the shape of 6 flats of 1 Bed room and hall and 7 flats of 2 bed room and hall,
 - (c) 3,420 Sq. ft. approximately in the shape of 4 flats of 2 bed room and hall.

- (25) The Builders have also retained to themselves the unconsumed F.S.I. with an approximate area of 378 Sq.ft. making a total area of 25,353 Sq.ft. in the aforesaid area and the parties to whom these are sold or retained by the Builders comprised in the aforesaid area of 25,353 Sq.Ft. In addition, the Builders will be entitled to retain parking space as may be mutually agreed upon as permitted under the approved plans. The total area of

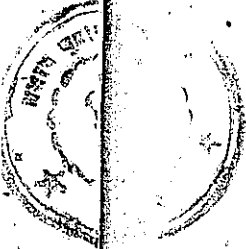
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15,235 Sq.Ft. comprised in 19 flats (made up of 6 flats of one bed room. and hall and 13 flats of 2 bed room and hall is allowed to the Promoters.

(26) The Promoters are hereby authorised to construct and develop the entire Plot No.3 in accordance with the sanctioned plans of the Bombay Municipal Corporation subject however, to this stipulation that the Builders shall be allowed 24,975 Sq.Ft. enabling the Builders to allot the same to the concerned parties and/or others as may be mutually agreed by the concerned parties and the Builders, leaving an area of 15,235 Sq.Ft. at the disposal of the Promoters. The Promoters are hereby authorised to sell the said area of 15,235 Sq.Ft. or any portion thereof on what is popularly known as 'Ownership basis' to any person or persons of their choice. As regards the balance of 378 SqFt. the Promoters shall take over the space on payment of due consideration (since paid)

(27) The Promoters shall in addition to the aforesaid area of 15,235 Sq.Ft. be entitled to sell surface parking space permitted with the approved plans as may be mutually agreed upon.

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- (28) Under the Agreement dated 12th September 1986 made between the Builders of the One Part the Promoter have been granted certain rights and obligations for the purposes of constructing the building on the said Plot No.3 and to sell certain flats/parking space other than premises already sold by the Builders.
- (29) Under the supplemental agreement dated 21st day of October 1986, certain modifications have been made in the recitals to the said agreement.
- (30) As a result of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as 'the Ceiling Act') which came into force in the state of Maharashtra on the 17th day of February 1976, the Owners were entitled to hold the said plot inasmuch as various structures which were standing, inter alia on the said plot;
- (31) As per Order No. C/ULC/D.III/SEC.32/2669 dated 19th November, 1984, issued by the Competent Authority, the said Competent Authority has granted permission to develop the said property under section 22 of the said Act.
- (32) The Owner is shown as the 'Owner' of the said Land/s in the Government Records and the Builder had submitted the plans to the Government and/or Corporation. A copy of the Records of Rights is kept for inspection in the office of the Promoter.

- (33) The developer submitted the lay out scheme in respect of the entire property and the Municipal Corporation of Greater Bombay accorded its sanction on 7.4.1987 under No.EB/8119/A.
- (34) The Developer made an application to the Government on behalf of the Owners to the Competent Authority and the said Competent Authority by an Order dated 19th November 1984 No.C:ULC:D-III/Sec.32/2669 permitted the re-development of the said property.
- (35) The Builder had entered into standard agreements with the Architects registered with the Council of Architects as per the terms prescribed by the Council of Architects.
- (36) The Promoter has appointed Structural Engineer for the preparation of the structural designs of the building/s and accepts the professional supervision of the architect and structural Engineer till completion of the building/s.
- (37) By virtue of the hereinbefore recited agreement and also as per the Power of Attorney granted by the Builder permitted his right to sell the flats in the said building/s as mentioned above;
- (38) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all documents of title relating to the said land/property and development agreement, plans, designs and the Promoter and the Architect and all such other

agreements as are specified in the Maharashtra State Ownership Flats Regulation Promotion Construction and Sale and Maintenance Act, 1963, and the rules framed thereunder. Copy of the Certificate of Title issued by Messrs Crawford Bayley & Co., Attorneys-at-law is annexed hereto (Annexure III) and all other documents are available in the office of the Promoter.

(39) The Promoter has got approved from the concerned local authority/ies plans specified showing the elevations, sections, details of the buildings as well as other documents sanctioned by the Municipal Corporation of Greater Bombay laying down the terms and conditions/restrictions which are to be observed by the Purchaser/Promoter whilst developing the said plot upon due observance/performance of which commencement/occupation certificate in respect of the said building shall be granted by the Municipal Corporation of Greater Bombay.

(40) The Promoter has commenced construction of the said building, in accordance with the said plans.

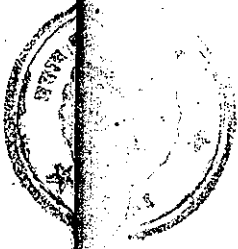
(41) Prior to making application, as aforesaid as required by the provisions of Maharashtra State Co-operative Societies Act, and the Urban Land (Ceiling and Regulation) Act, 1976

the purchaser has made a declaration to the effect that the latter has informed along with the other members of his family as described in the U.L.C. Act, that the Purchaser does not own houses and/or buildings within the Municipal Corporation Corporation limits and relying upon the said declaration the agreement is entered into with the promoter and the promoter has agreed to sell to the Purchaser flat/s on the terms and conditions mentioned herein

(42) The Promoter is to execute agreement with other flat purchasers and purchasers agreed to purchase flats and has paid part payment of the sale price of the said flat agreed to be sold by the Promoter and that the Purchaser has advanced payment or deposited (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) the sum of Rs. 400000/- (Rupees Four Lakhs only only) as the consideration upto Final slabs have already been done and the purchaser has agreed to pay to the promoter the balance of the sale price in the manner as set out in clause 6(I) hereof.

(43) A separate Agreement will be entered into by the Promoter with each person or party who agrees to take such tenements in the building to be hereinafter constructed on the said Plot No.3 described First and Secondly in the Third Schedule hereunder written on

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the same terms and conditions as are herein contained.

- (44) The Purchaser has agreed to purchase from the Promoter on what is popularly known as 'Ownership basis' a tenement in the said building more particularly described hereinafter with full notice of the several provisions covenants and conditions contained on the documents referred to hereinabove and subject to the terms and conditions hereinafter contained.

NEW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Promoter declares that the Promoters on behalf of the firm M/s. V. & M. Associates (Builders) are entitled to develop the said Plot No.3, described Firstly and Secondly in the Third Schedule hereunder written (hereinafter for the sake of brevity referred to as 'the said plot of land') and subject to the terms covenants and conditions mentioned in the said Agreement dated 12th September 1986. The said plot of land is free from encumbrances and except for the owner, the Builders and the Promoter, no one has any right title interest or claim, in over or upon the said plot of land. A copy of the Certificate of Title given by M/s. Crawford Bayley & Co. Solicitors for the Builders to the said Plot of Land is hereto annexed and marked Annexure III.

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The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Promoters thereto and he shall not be entitled to further investigation of the title of the Promoter

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or to dispute the title of the Owner to the side plots of land and no requisition or objection whatsoever shall be raised in respect of any matter relating thereto.

The Purchaser has taken inspection of the counter part of the said agreement dated 12th December 1984 and the Agreement dated 12th September 1986 with the notice of the terms and conditions contained in the said Agreements and the Purchaser hereby agrees to be bound by the same.

3. The Promoter has supplied to the Purchaser such of the documents mentioned in Rule 4 of the Maharashtra Ownership Flats Rule, 1964, as have been demanded by the Purchaser -

4. The Promoter shall under normal conditions construct the said building 'Manoranjan Enclave' with Wings 'A' and 'B' on the said Plot No.3 described in the Third Schedule hereunder written in accordance with the Plans elevations sections details and specifications which have been or may be approved by the Developer and also by the Municipal Corporation of Greater Bombay or any Public Authority. The plans elevations sections details and specifications in respect of the said Building 'Manoranjan Enclave' Wings 'A' and 'B' approved by the Authorities concerned and kept in the Promoter's Office at 'B-101, Vaibhav Apartments' Prabhadevi, Bombay -400 025 and at building site and are available for inspection and shall be deemed to have been seen and approved by the Purchaser/s. The Promoters shall be entitled to make further

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modifications in the said plan elevations sections and details and specifications in the said plan for constructing additional tenements or floors in the said building and to make any other modifications, variations or alterations as the Promoter deem fit at any time till the Lease or Leases is/are executed in favour of such Corporate Body as aforesaid. The Purchaser shall not be entitled to object to the same and hereby consents to the same being made. The Purchaser hereby also records his consent to the promoters making such variations alterations and modifications in respect of the said building: and the said tenements as may be required to be done by the Government, the Municipal Corporation of Greater Bombay or any other Public Authority.

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5. The Purchaser hereby agrees to acquire tenement being Flat No. 702 on the 7th Floor of the said 'Manoranjan Enclave' Building Wing ' ' (admeasuring carpet area of 500 sq. ft. approximately) at or for the price of Rs. 2,35,500/- (Rupees Four Lacks Thirty five thousand five hundred only) and/ or open car parking space No. - in the Compound of the said building or at for the price of Rs. Nil

(Rupees... Nil (hereinafter collectively referred to as 'the tenement') The typical lay out of the tenement in building 'Manoranjan Enclave' are shown on the Plan annexed hereto, and marked Annexure IV Annex The general specifications of the said building, and the tenements are given in Annexure V hereto Annex

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which are approved by the Purchaser. The first payment of Rs 100000/- by cheque no. 811012 is received on 23.12.1986
6. (I) The Purchaser agrees to pay to the Promoter

the purchase price of Rs. 435500/- (Rupees Four lakhs thirty five thousand five hundred only) for the tenement to be acquired by him as under:-

- (a) Rs. 65325/- being the 15 per cent of the total consideration paid on or before the execution of these presents;
- (b) Rs. 43550/- being the 10% of the total consideration at the time of completion of plinth level;
- (c) Rs. 87100/- being the 20% of the total consideration on the casting of the 1st slab;
- (d) Rs. 30485/- being the 7% of the total consideration on casting of the 2nd slab.
- (e) Rs. 43550/- being the 10% of the total consideration on fixation of doors and windows;
- (f) Rs. 30485/- being the 7 per cent of the total consideration flooring being completed.
- (g) Rs. 39195/- being the 9% of the total consideration on plastering (internal and external) completed.
- (h) Rs. 87100/- being ^{20%}~~10%~~ of the total consideration on fixation of sanitary equipments;
- (i) Rs. 8710/- being ^{2%}~~14%~~ of the balance consideration at the time of giving occupation.

6. (II) In addition to the agreed price, the purchaser agrees to bear and pay to the Promoter any and all escalation in costs of construction which the Promoter has to bear consequential upon any increase in prices of construction materials and labour. The Purchaser shall pay to the Promoter

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such amount including all taxes imposed by the Government during the construction period as may be certified by the Promoters Architect and the purchaser hereby agrees and confirms that such certificate shall be conclusive and binding on the Purchaser and the Purchaser hereby irrevocably consents to such escalation and agrees to pay the same.

7. If the Purchaser commits default in payment to the Promoter of any of the instalments aforesaid or other payments to be made hereunder on their respective due dates (time being the essence of contract) and/or in observing and performing any of the terms and conditions herein mentioned, this Agreement shall, at the option of the Promoter, come to an end in which case the said deposit or earnest money paid by the Purchaser to the Promoter shall stand forfeited. The Promoters shall, however, on such termination, refund to the Purchaser, the instalments or part payment, if any, which may have till then been paid by the Purchaser to the Promoter, but without any further amounts by way of interest or otherwise after deducting therefrom any dues in respect of additional work done in the said tenement, interest dues as per Clause 42 hereunder and the amount of loss suffered by the Promoter on resale of the tenement and any other amounts which may be found due and payable by the Purchaser, and on the Promoter terminating this Agreement under this Clause the Promoter shall be at liberty to sell the said tenement to any person or party as it deems fit, at such price as the ~~promoterr~~ promoter may determine and the Purchaser shall not be entitled to question such sale or to claim the benefit of the increased price, if any,

which may be obtained for the said tenement and the Promoter shall be entitled to retain such increased prices if any for its own use and benefit.

8. The Promoter will endeavour to hand over possession of the tenement to the Purchaser on or about the 30th day of June 1988. If for reasons beyond the control of the Promoter or due to non-availability of cement, steel or other building materials or by reasons of any act of enemy, war or civil commotion or disturbances or due to labour disputes or strike the Promoter is unable to give possession by the aforesaid period then and in that event, the aforesaid date shall be deemed to be extended by further period of six (6) months in the absence of another date agreed upon between the parties hereto. The handing over of such possession shall also be subject to availability of water connection from the Municipal Corporation of Greater Bombay and electric connection from the Bombay Electric Supply & Transport Undertaking (B.E.S.T.UNDERTAKING) and notwithstanding the approximate date mentioned above possession will be handed over four months after the letter of the two connections aforesaid is received from the Municipality or B.E.S.T.Undertaking. The Purchaser will be liable to take possession of the tenement notwithstanding that the electric power supplied by the B.E.S.T. Undertaking is less than the requirement of the Purchaser. If due to any legislation, rules, regulations or bye-laws or orders, the building operations are suspended or the use of steel, cement or other building materials for

the construction of such building is prohibited for any period then the date of handing over possession shall be automatically deemed to be extended for such period of time that such suspension of building operations or prohibition for use of building materials remains in force. Notice shall be given by the Promoter to the Purchaser to take possession of the tenement on the date specified and the Purchaser shall be deemed to have received possession of the tenement whether he actually takes possession or not. Before the Promoters deliver possession of the tenement as aforesaid all the amounts due under this agreement shall be paid by the Purchaser to the Promoters and all necessary papers for possession shall be signed by the Purchaser.

9. If for any reason the Promoters is unable to or fail to give possession of the tenement to the Purchaser within the date specified in clause 8 above, or within any further 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 Promoter terminating this Agreement in which event the Promoter shall be liable to refund to the Purchaser the aforesaid amount of deposit and the further amounts that may have been received by the Promoter from the Purchaser as instalments in part payment of the tenement with simple interest thereon at the rate of ¹⁸9 per cent per annum which shall be accepted by the Purchaser in full satisfaction of all claims and demands by way of damages or otherwise of the Purchaser against the Promoter and the Promoter shall not be liable to pay any other compensation or damages whatsoever to the Purchaser on that account. Neither party shall have any other claim against

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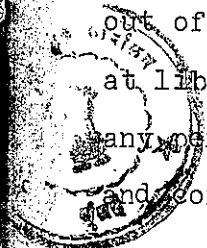
the other in respect of the tenement or arising out of this Agreement and the Promoter shall be at liberty to sell and dispose of the tenement to any person or party at such price and upon terms and conditions as the Promoter may deem fit.

10. No change or alteration will be made or permitted to be made in the tenement to suit the requirements of the Purchaser before the Purchaser takes possession even on payment on extra amount unless the Promoter in its absolute discretion deems fit to do so. The Promoter shall not be bound to assign any reason for such refusal to make permit to make any such change or alteration.

11. The Promoter has informed the Purchaser that all the tenements available for sale by Promoters in the said building shall be sold in accordance with the said Act and/or retained by the Promoter as its personal property and the right title and interest therein shall be conveyed to the entire body of purchasers of different tenements represented by the Corporate Body as defined hereinabove.

12. It shall be the absolute discretion of the Promoter to form such Corporate Body as it may deem fit and proper and the Purchaser shall be bound by its constitution as may be framed in terms of the appropriate legislation. It is, however, expressly agreed that the right title and interest of the Promoter in the said property along with the area originally retained by Builder and since paid by the Promoter shall be transferred assigned and/or relinquished in favour of the Corporate Body only on condition that the Purchaser and other Purchasers of different tenements strictly perform the terms and conditions of this Agreement,

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and pay to the Promoters all the amounts due and the outgoings arising out of and in relation to this Agreement.

13. According to the Lease executed on 30th November 1978, with the Trustees and V. & M. and or its nominees all the building/s and and structure/s erected on the said Plot/s of land shall vest in the Owner and the Lease, Sub-Lease to be granted in favour of the promoters or its nominee or in favour of the Corporate Body shall comprise the land and the building standing thereon. In view of this provision it is agreed that the Promoter shall duly discharge or cause to be discharged the covenant to convey assign and/or transfer the right title or interest of the Developer and or the Promoter in the said plot of the land and the building to the Corporate Body, if the Promoter secures with their concurrence a direct lease or sub-lease of the said plot of land in favour of the Corporate Body. This however, shall not prevent the Promoter from making a separate Deed of Conveyance Assignment in respect of the right title and interest of the Builder and/or the Promoter in the land the building in favour of the Corporate Body without taking any permission and/or consent of the Corporate Body.

14. Notwithstanding anything contained to the contrary herein the Purchaser doth hereby grant express previous consent to the Promoter as contemplated under Section 7 of the said Act to put up additional floors on the building or make any additional structures of whatsoever nature on the said plot of land, subject, however, to the sanction.

obtained in that behalf from the Municipal Corporation of Greater Bombay, the Government and the local authorities and to dispose of the same on ownership basis or otherwise deal with the same as absolute owners of the areas thus additionally constructed. The additional construction contemplated under this Clause may include the extension of the building laterally or horizontally, as also the constructing of closed and/or open car parking space on the ground floor of the building.

15. The Purchaser agrees and undertakes to sign all documents of whatever nature as may be required in connection with the formation of the Corporate Body and to perform all acts necessary and incidental to the formation of the Corporate Body as contemplated under this Agreement. The failure to do so when called upon by the Promoter shall constitute a breach of this Agreement and shall entitle the Promoter to rescind this Agreement.

16. The Promoter hereby agrees to abide by and to observe performance and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authorities the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Purchaser, obtain from the concerned local authority completion as well as occupation certificates in respect of the premises.

17. The Promoter hereby declares that the floor

Space Index available in respect of the Plot is 40,588 sq.ft. only and that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. In case the said floor space Index has been utilised by the Promoter elsewhere then the Promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilisation of the said floor space index by him. In case whilst developing the said land the Promoter has utilised any floor space index on any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Flat Purchaser. If at any such time prior to or even after the execution of the conveyance/assignments of lease, the floor space index at present applicable to the said land is increased, such increase shall ensure for the benefit of the Promoter alone, without any rebate to the flat purchaser.

18. The Promoter hereby agrees that he shall before handing over possession of the premises to the flat purchaser and in any event before execution of an assignment or sub-lease of the said land in favour of a corporate body to be formed by the Purchasers of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as 'the Society') ensure that the said land is free from all encumbrances and that the Lessees have absolute, clear and marketable title to the said land so as to enable him to convey to the said society such absolute, clear and marketable title on the execution of

an assignment of lease of the said land by the promoter infavour of the said Society.

19. The purchaser agrees to pay to the Promoter interest at 9 per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Flat Purchaser to the Promoter.

20. On the purchaser committing default in payment of, on the due date of, any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoter shall be entitled at his own option to terminate this Agreement, and to forfeit the moneys paid by the Purchaser under this Agreement.

21. The Purchaser shall take possession of the premises within 7 (seven) days of the Promoter giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

22. The Purchaser shall use the said premises or any part thereof or permit the same to be used for purpose of residence/office/garage or such other use as may be permitted by the Municipal Corporation of Greater Bombay only and shall not use the premises for any other purpose.

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He shall not use the motor garage or parking space for any purpose other than for keeping or parking the Flat Purchaser's own motor car.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law of the said premises or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and Building is transferred to the Society/Limited Company as hereinbefore mentioned.

24. The Flat Purchaser shall not let, sub-let transfer, assign or part with his/her interest or benefits of this agreement or part with possession of the said premises until all the dues payable by him/her/it/they/them to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until he/she obtains previous consent in writing of the Promoter.

25. All costs, charges and expenses including stamp duty, registration charges and expenses in

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in connection with the preparation and execution of this Agreement as well as the assignment of lease and other documents and the formation, registration or incorporation of the Co-operative Society or as the case may be the limited company, shall be borne and paid by all the Purchasers of the flats in the said building in proportion to the purchasers purchase price of their respective flats, garages or other spaces and/or paid by such co-operative Society or as the case may be the limited company. The Promoter shall present this Agreement as well as the assignment of lease at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

26. The Purchaser doth hereby grant his previous consent to the Promoter as contemplated under Section 9 of the said Act that the Promoter raise loans from any persons against the security of the Plot of land and building by creating there-on an equitable mortgage and/or legal mortgage or any other encumbrances of any nature whatsoever, subject, however, to the Promoter undertaking with the Purchaser to clear up the encumbrances thus created prior to the procurement of the Lease or sub-leases and Conveyances of the property to the Corporate Body. The Promoter shall keep the Purchaser fully indemnified against all claims that may be made against him in the exercise of the powers reserved by the Promoter under this Clause.

27. At the time of taking possession of the tenement, the Purchaser shall fully satisfy himself with regard to the completion of the tenement in all respects as being in accordance with the terms and conditions of this Agreement and pass a writing to that effect to the Promoter, whereafter the Promoter shall not be bound to meet any claim of the Purchaser on the ground that the tenement has not been completed in accordance with the agreed specifications or that any unauthorised changes have been made therein or that the agreed amenities have not been adequately provided by the Promoter.

28. After the possession of the tenement is offered to the Purchaser, if any additions or alterations in or about or relating to the said building/ s are thereafter required to be carried out by the Government or Municipality or by any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchasers of the other tenements in the said building or buildings as the case may be at their own cost and the said Promoter shall not be in any other manner liable or responsible for the same.

29. The Purchaser having been made aware of the terms and conditions upon which the Company shall grant a lease or sub-lease of the property to the Promoter's nominees, the Purchaser doth hereby expressly agree to observe and perform all the terms and conditions of such intended lease-sub/leases. If any breach of the terms and conditions thereof is committed by the Purchaser and in case such

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a breach is capable of being rectified and is not rectified by the Purchaser within a period of one month after a notice in writing has been served by the Promoter or the Purchaser calling upon the Purchaser to rectify such breach, the Promoter shall be entitled to rescind this Agreement and the consequences of rescission as envisaged hereinafter shall follow. Provided however that the Promoter shall not be obliged to issue any notice to the Purchaser if in the opinion of the Promoter the breach is not capable of being remedied.

30. The Purchaser agrees and binds himself to pay to the Promoter on and from the date of possession of the tenement is taken by him or on the Promoter notifying that the Purchaser may take possession, whichever date is earlier, his proportionate share as determined by the Promoter of all all outgoings in respect of or incidental to the maintenance, management and upkeep of the said building including repairs to the exterior and interior of the said building (but excluding the interior of the tenement hereby agreed to be sold to the Purchaser, the entire cost of repairs to the interior of the tenement being wholly payable by the Purchaser) common passages, stair cases, lifts, common lights, sanitary and water connections, water pumps, charges of all bills collectors insurance, and all other expenses and outgoings necessary to the management upkeep and maintenance of the said building and for the common services and amenities in respect of the tenement. When a Corporate Body is formed and

and the lease or sub-lease is executed by the Company in its favour such payment shall be made to such Corporate Body. The amount shall be payable by quarterly payments in advance. The amount shall be payable by quarterly payments in advance. The amount payable to the Promoter will be determined by the Promoter and the Purchaser shall be bound to pay the same. After the Corporate Body is formed the amount shall be determined by such Corporate Body and the Purchaser shall be bound to pay the same.

31. The Purchaser shall proportionately bear and pay all ground rent, rates, taxes charges cess dues duties impositions assessments land tax land revenue income-tax, if any and other taxes fines penalties and outgoings now or at any time hereafter levied imposed or assessed in respect of the tenement and/or the said plot of land and or the said building upon the Owners or occupiers thereof by the Municipal Corporation of Greater Bombay or the Government or any other local or public body or authority and payable either by the owners or occupiers thereof or which are indirectly levied and collected by the Municipality or other authority from each purchaser. So long as each of the said tenement/s shall not be separately assessed or, if the levy is made collectively on the said building, the Purchaser shall pay his share of such levy in the proportion which the area of the tenement

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bears to the total of the tenements contained in the said building as the case may be. The proportionate amounts payable as determined by the Promoter shall be final and binding on all the Purchasers.

32. The Purchasers will not require the Promoter to contribute a proportionate share of the maintenance charges of the tenements which are not sold and disposed of by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the tenements if the Promoter has paid the Municipal Taxes in respect of the tenements which are not sold.

33. The Purchasers shall before taking delivery of the possession of the tenement keep with the Firm a deposit of Rs. 2000/- without any interest as security for the due payment of the aforesaid outgoings and Municipal and other taxes under clauses 30 and 31 hereof.

34. The payment under the aforesaid clauses 30 and 31 shall be made by the Purchaser within one week of the receipt of a written notice by him to make such payment. A list of the outgoings including Municipal and other taxes payable by the Purchasers is kept in the Office of the Promoter.

35. All documents to be executed hereinafter in pursuance of this Agreement including

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the documents for the incorporation, formation or registration of the Corporate Body and the Lease or Leases which may be hereafter executed by the Promoters either in favour of the Promoter's nominee or nominees or in favour of the Corporate body and the Assignment/sub-leases of the right title and interest of the Builder and/or the Builder to be executed in favour of the Corporate Body and any other documents required to implement this Agreement shall be get prepared by the Promoter through their Solicitors and Advocates. It is agreed by the Purchaser that he shall pay to the Promoter before taking possession of the said tenement a fixed lump sum of Rs. 2000/- towards the legal costs in that regard, which amount the Promoter shall be entitled to appropriate to itself and in respect of which amount it shall not be liable to render any account.

36. It is expressly brought to the notice of the Purchaser that the documents for the transfer of title intended to be executed in favour of the Corporate Body including the grant of a direct lease or sub-lease by the Company in favour of the Corporate Body and the Assignment/sub-lease to be executed by the Builders and/or the Promoter in favour of such Corporate Body may attract stamp duty leviable under the Bombay Stamp Act, 1958 and also the registration fees under the Indian Registration Act. It is expressly agreed that all stamp duties and registration fees pertaining to any documents to be executed.

in relation to the grant of Lease and Conveyance or Transfer of title to the said Corporate Body shall be borne and paid by the Purchaser in proportion to the area agreed to be sold to the Purchaser under this Agreement as compared to the entire constructed area of the building.

The proportionate amount of stamp duty and registration fees payable by the Purchaser has been estimated tentatively at Rs. — . The Purchaser shall deposit and keep deposited with the Promoter before taking delivery of the possession of the tenement the aforesaid amount as and by way of deposit for meeting the cost of stamp duty and registration fees which amount shall be retained by the Promoter until such time the amount become payable and shall not bear any interest whatsoever. Any shortfall in such deposit in the event of the actual expenditure by way of stamp duty and registration fees being higher than what has been tentatively estimated shall be paid by the Purchaser to the Firm on demand within a period of seven days from the date of receipt of notice in writing in ~~that~~ behalf. The amount placed as a deposit under this clause shall not be liable to adjustment by the Purchaser in any other account whatsoever. The account of such deposit under this clause shall be rendered by the Promoter to the corporate Body and not individually to the Purchaser at any time.

37. All costs charges and expenses in relation to this Agreement including the stamp duty, any other taxes

and registration fees payable in respect of this Agreement under the Bombay Stamp Act, 1958 and the Indian Registration Act, respectively shall be borne and paid by the Purchaser alone. The Purchaser doth hereby agree to pay to the Promoter the said charges amounting to Rs. 5000/- and undertakes to appear before the sub-Registrar of Assurances at Bombay for the purposes of having this Agreement Lodged for registration and inform the Promoter in writing the serial number which and the date on which it is so lodged and thereupon the Signatories to this Agreement on behalf of the Promoter will attend the sub-Registrar's Office and admit execution thereof. If the Purchaser fails to Lodge this Agreement for registration, the Promoter will not be responsible for the non-registration of the said Agreement and the consequences arising therefrom. The Purchaser agrees to pay the said amount on or before execution of this Agreement.

38. The Purchaser shall deposit with the Promoter before taking delivery of possession of the tenement an estimated amount of Rs. 500/- being his proportionate towards fire cess to be leviable by and payable to the Municipal Corporation of Greater Bombay. If, however, at the time of taking possession of the tenement there is any increase in fire cess over and above the estimated amount hereinabove stated, the Purchaser shall on demand being made by the Promoter deposit the same with the Promoter such increase. The account of such deposit under this clause shall be

rendered by the Promoter to the Corporate Body and not individually to the Purchaser at any time.

39. The Purchaser shall be liable to pay to the Promoter before taking delivery of possession of the tenement his contribution towards the share capital the application/entrance fees and or any other incidental charges connected with the formation of the Corporate Body. According to the prevalent requirements if the Purchaser is a company/partnership Firm it would be required to pay a sum of Rs.500/- as its contribution towards the Share Capital, and if the Purchaser is other than a company partnership firm, he would be required to pay a sum of Rs.250/- towards such contribution in the share capital and a sum of Re.1/- shall have to be paid by all the Purchasers as and by way of entrance fee. If, on account of a change in law, the Purchaser becomes liable to make his contributions under this head in excess of those mentioned hereinabove, the Promoter shall quantify such contribution and the proportionate amounts payable as determined by the Promoter shall be final and binding on all the Purchasers. The accounts of the amounts received under this clause shall be rendered by the Promoter to the Corporate body and not to the purchaser individually.

40. The Purchaser agrees that he shall pay to the Promoter proportionately on demand in writing made within seven days any amount

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which the Municipal Corporation of Greater Bombay and/or the Bombay Electric Supply and Transport Undertaking may demand from the Promoter as and by way of security or premium or under any other head for the purpose of giving water and/or electric connection to the building or to the tenement or other tenements in the building or for any other account whatsoever. The proportionate amounts as determined by the Promoter shall be borne and paid by the Purchaser in proportion to the area of the tenement agreed to be sold to him under this Agreement as compared to the entire area - constructed - of the building and the Promoter's decision shall be final and binding on all the Purchasers. The accounts of all amounts received from the Purchaser under the above head shall be rendered by the Promoter to the Corporate Body and not to the Purchaser individually.

41. To sum up the Purchaser/s hereby agree/s to pay to the Promoter before taking delivery of possession of the said tenement and aggregate sum of Rs. 24751/- made up of the various deposits made mentioned hereinabove and more particularly set out in the tabular form below and strictly subject to the terms and conditions hereinabove namely:

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Sl. No.	Particulars of Deposits.	Amount
1.	Expenses and outgoings as provided in Clause 33 above.	Rs. 12000/-
2.	Legal costs, charges and expenses for the preparation of various documents including Lease and conveyance and Deed of	

By way of

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Sl. No.	Particulars of +Deposits	Amount.
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Transfer in favour of the Corporate Body as provided in Clause 35 above.

Rs. 2000/-

Payable

3. Deposit for stamp duty and registration fees in connection with the Lease, conveyance or Deed of Transfer of Property in favour of the Corporate body, as provided in Clause 36 above.

Rs. -

Under taking for stamp duty is provided by way of Ademinity Bond.

Payable

4. Deposit for stamp duty, all other taxes, registration fee in connection with this Agreement as provided in Clause 37 above.

Rs. 5000/-

Payable

5. Deposit for fire case payable to Municipal Corporation of Greater Bombay as provided in Clause 38 above.

Rs. 500/-

Payable

6. Share money, application/ entrance fee for the formation of the Corporate Body as provided in Clause 39 above.

Rs. 2511/-

Payable

7. Service charged for the formation of the Corporate body as provided in ~~Clause 40~~ Clause 49 above.

Rs. 4000/-

Payable

8. Deposit for water connection payable to Municipal Corporation of Greater Bombay as provided in Clause.40 above.

Rs. 500/-

Payable

9. Mannual Fire Alaram System.

Rs. -

Payable

10. Electrical Mater Deposit payable to Bombay Electric Supply and Transport Undertaking

Rs. 500/-

Payable

Rs. 24751/-

Payable

42. Without prejudice to the Promoter other rights under this Agreement and or in law, the purchaser shall be liable to pay to the Promoter interest at the rate of 9 per cent per annum on all amounts due and payable by the Purchaser under this Agreement, if such amount remains unpaid for seven days or more after becoming due.

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43. The Promoter shall in respect of any amount liable to be paid by the Purchaser to the Promoter under or by virtue of this Agreement have a first lien and charge on the tenement as long as the same shall remain unpaid.

44. The aforesaid diverse amounts and deposits and other amounts collected as contribution towards outgoings and expenses placed / to be placed with the Promoter shall not carry interest and will remain with the Promoter until the transfer of the property in favour of the Corporate Body and the said deposits and other amounts collected which are expressly made accountable shall then be paid over by the Promoter to the Corporate Body after deducting therefore the actual expenses incurred, and in the event of there being a short fall in collections, the difference shall be made good by the Corporate Body to the Promoter but without prejudice to the other rights of the Promoter against the Purchaser under this Agreement. An account of such accountable deposits shall be submitted by the Promoter to the Corporate Body alone, it being clearly understood that the Purchaser is not entitled to any accounts, refund or adjustment in respect of the said deposits, the intention being that the said Corporate Body alone shall be responsible to render to the Purchaser the accounts in respect of the above mentioned deposits.

45. The Purchaser shall have no claim against the Promoter save and except in respect of the said deposits, the intention being that the said

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Corporate Body alone shall be responsible to render to the Purchaser the accounts in respect of the afore mentioned deposits.

45. The Purchaser shall have no claim against the Promoter save and except in respect of the said tenement already hereby agreed to be sold so that the open spaces, parking spaces, lobbies stair cases, lifts, common entrance, common passages (save as herein provided) or terraces will remain the property of the Promoter until the whole property is transferred to the Corporate Body as herein mentioned but subject to to the rights of the Promoter as provided in Clause 46 hereof. The parking spaces shall be used only for the purposes of parking cars and not for the storage or other purposes. The open spaces, common entrance, common passages, lobbies, stair cases, lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The Purchaser shall not use or permit the use of common entrance, common passages, open spaces, lobbies, stair cases for storage or for use by servants at any time.

46. In the event of the floor space index in respect of the locality or the said Plot/s of land described in the Third Schedule hereunder written or any part thereof being increased or in the event of any favourable relaxation of the Municipal Building regulations from time to time, or at any time hereafter the Promoter alone shall be entitled to the benefit of the additional floor space index for the purposes of

development and/or additions to the built up areas as may be permissible under the increased or increase of Floor Space Index or the amended Building Regulations. The Promoter shall always have the right until the building is completed or the Lease/Sub-lease is caused to be executed in favour of the Corporate body (which ever is later) to make additions, raise storeys or put up additional blocks or structures as may be permitted by the Municipal Corporation of Greater Bombay and or other competent Authorities and such additional structures and storeys will be the wole property of the Promoters who will be entitled to deal with them or dispose them of in any manner it chooses and the Purchaser hereby consents to the same. T he Purchaser will not be entitled to any rebate and or concession in the price of his tenement on account of the construction of his tenement on account of the construction of the additional floors or storeys on the said building and/or on account of the construction of any other building and/or changes, alterations and additions made in such building.

47. The Promoter has informed the Purchaser of all the other tenements in the said property about his intention to sell on ownership basis the entire ground floor admeasuring 11,530 sq. ft. (super builtup) in the Building and the terrace above the said ground floor to Abhyudaya Co-operative Bank Ltd. (hereinafter referred to as 'the Bank') on such terms and

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conditions as the said builder shall determine. It is agreed that the said terrace situate on the top of ground floor of the said building shall belong exclusively to the Bank and it shall belong exclusively to the Bank and it shall be entitled to make use of the same for all purposes whatsoever as permissible by law. The said terrace is to remain always open to the sky and the Bank is not to make/^{any}construction of a permanent nature on the/_{said}terrace.

48. It is hereby clarified that the permission for redevelopment contemplated by Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 has been obtained in respect of the portion of the land described in the Second Schedule hereunder written (which includes the said plot of land described in the Third Schedule hereunder written) on which the said building 'Manoranjan Enclave' (Wing A/B) is being constructed and the Letter of Intent issued by the Additional Collector and Competent Authority under the said Act, contains a condition (inter alia) reading as under:-

"The dwelling unit purchased/allotted in the above scheme shall not be sold/transferred for a period of five years from the date of the original transaction, which will have to be registered with the sub-Registrar within the period specified in the Indian Registration Act, 1908".

The Purchaser undertakes to comply with the said condition.

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49. The Promoter shall be at liberty to sell, assign transfer mortgage encumber or otherwise deal with or dispose of the right title and interest in the said Plot of land described in the Third Schedule hereunder written and the said Building, provided that by doing so, the Promoters does not in any way affect or prejudice the rights created in favour of the Purchaser in respect of the tenement.

50. The Purchaser agrees and declares that the Corporate Body that is to be incorporated and or formed shall be incorporated and/or formed on the basis of the provisions stipulations agreements and covenants contained herein and in the agreements entered into by the Purchasers of the different tenements in the said building with the Promoter including in particular the condition and stipulation that the Promoter or partner or partners or nominee or nominees shall be entitled to sell the unsold tenements to any person or party whomsoever and it shall not be necessary for the promoter or its nominee/s to obtain the consent concurrence of or approval of such Corporate body or any Executive or Managing Committee or any Board of Management thereof shall not be entitled to object to such sale and shall be bound to recognise the Purchaser/s of unsold tenements as the co-owner/s or admit such Purchaser/s as the member/s of such Corporate Body without raising any objection whatsoever, it being agreed that the Articles of Association, Rules Regulations, Bye-laws or other constitution of

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such Corporate Body shall expressly contain a provision a provision to the above effect in respect of the rights of the Promoter to sell such unsold tenements without the consent concurrence or approval of such Corporate Body or of any Committee or Board thereof as aforesaid. Such Corporate Body shall also be incorporated or formed and registered with the notice of all documents referred to in this Agreement and particularly in Clause 2 hereof and the Purchaser will do and or cause to be done such acts deeds and things and execute such documents and assurances as may be necessary expedient or required in order to carry out the said object.

51. Nothing contained in these presents is intended to be nor shall be construed as a grant demise or assignment in law of, or to confer upon the Purchaser any right title or interest of any kind whatsoever in to or over the tenement or the said Plots of land or any part thereof of of the said building thereon or any portion thereof and such grant will be affected only by the execution of a Lease mentioned in Clause 65 below in favour of the Corporate Body to be formed of the Purchasers of different tenements in the said Building or on execution of a Conveyance, Deed of Transfer or sub-lease or Assignment in favour of the Corporate Body as hereinafter provided. The Purchaser shall not be entitled to any

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separate transfer or demise in his favour in respect of the tenement (unless a condominium is formed).

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52. The Purchaser shall not use the said Flat No. 702 or cause the same to be used for any purpose whatsoever other than private residential use nor use the parking space except for keeping a motor car and shall not act in any manner so as to cause any nuisance or annoyance to the occupiers of the other flats in the said building or the owners or occupiers of the neighbouring properties or for any illegal or immoral purposes.

53. The Purchaser shall not let, sub-let, transfer, assign, mortgage, charge or in any way encumber or deal with or dispose of or part with possession of the tenement nor assign or under-let or part with his interest or the benefit of this Agreement or any part thereof without the prior written consent of the Promoter. Until all the dues payable by the Purchaser ^{under} to the Promoter/this Agreement are fully paid up and only if the Purchaser has not been guilty of any breach of or noncompliance with any of the terms and conditions of this Agreement subject to clause 50 hereof, the Promoters may in its sole discretion allow the Purchaser to transfer or assign the benefit of this Agreement and his right title and interest in the tenement to any third party on payment to the Promoter such transfer fees as the Promoter may in its sole discretion determine.

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54. The Purchaser shall from the date of possession at all times maintain the tenement at his own cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or on the tenement or any part of the building including the lifts, stair case, common passage, landing lobbies and other areas of common enjoyment of the property which may be against the Rules and Bye-laws of the Municipal Corporation of Greater Bombay, or any other authority or body concerned and he shall be responsible to the Municipal Corporation of Greater Bombay or Government or any other authorities for anything so done.

55. The Purchaser hereby covenants to keep the tenement and partition walls, ducts, sewers drains, pipes and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the parts of the building/s other than the tenement. The purchaser further covenants not to chisel or in any other manner manage the columns beams slabs or RCC parts or walls of the structural members without the prior written permission of the Promoter.

56. The Purchaser agrees and covenants with the Promoter that he shall not demolish or cause to be demolished any structure of the said building or any part or portion or

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the same nor will he at any time make or cause to be made at any new construction of what-soever nature to the building or any part thereof nor will make any additions or alterations in the tenements, without the prior consent in writing of the Promoter and thereafter of the Corporate Body when registered as the case may be.

57. The Purchaser shall not change, alter or add to or paint the exterior of the said building/s varandah, common passages and stair-caeses or the said tenement so as to dis-figure the uniformity of the exterior of the said building or of the varandah, common passages and stair cases.

58. The Purchaser 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 or parts thereof or cause any increased premium to become payable in respect thereof and the Purchaser shall alone be liable for any breach of this condition. It is agreed that till the Corporate Body is formed and registered in the event of the Building being insured by the Promoter, the Purchaser hereby agreed to reimburse the Promoter with his proportionate share of the insurance premium as may be determined by the Promoter.

59. The Purchaser shall not store in the tenement or bring in the said building/s any goods or hazardous, offensive obnoxious or combustible nature or which are too heavy to affect the

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construction or structure of the said building/s.

60. The garage and/or covered/open parking space/s for cars shall be used by the Purchaser and by his authorised agents only for parking cars. The purchaser shall not park and/or wash his car outside his covered/open parking space/s on the ground floor of the said building/s or in the compound allotted to him. The Purchaser shall see that he and his guests and visitors park their cars in the parking lots only (if provided) and he and his guests and visitors do not park their cars in the portion of compound which is not meant for parking or in drive way of the said property except for the purpose of centering/into or alighting from the car.

61. The Purchaser shall use the passenger lifts in the building/s for the purpose and under the rules framed by the Promoter or the Corporate Body. All persons using lifts shall do so at their own risks. The Purchaser shall not carry or cause to be carried a heavy or bulky packages to the upper floors by the passenger lifts. The Purchaser shall not cause any damage to the lifts, stair case, common passages or any other parts of the said building including the tenement.

62. The Promoter and their surveyors or agents with or without workmen and others shall at all reasonable times have free and unobstructed access to and shall be entitled to enter into and upon the tenement or any part thereof to view and examine the state and conditions thereof and the Purchaser shall make good the

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repairs if any required by the Promoter within fifteen days of the giving of such notice in writing by the Promoter to the Purchaser.

63. The Promoter and their Surveyors and agents with or without workmen and others shall at all reasonable times have free and unobstructed access to and shall be entitled to enter into and upon the tenements or any other part thereof for the purpose of making goods, repairing, maintaining, rebuilding, cleaning and keeping in order and good condition all services, drains pipes cables, water-courses, gutters, party structures and other conveniences belonging to or serving or used for the said building/s and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, and for similar purposes of cutting off the supply of water, electricity or other amenities or conveniences to the tenement or any other tenement of the building/s in respect whereof the Purchaser or occupiers of any other tenements (as the case may be) shall have made default in paying his or their share of the water charges or electricity charges.

64. The Purchaser shall not affix any sign Boards or advertisements outside the building/s nor shall affix any neon lights.

65. The Purchaser along with other purchasers

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who shall have taken /urchased or acquired other
 tenements in the buildings will form one or more
 Co-operative Society/ies under the provisions
 of the Maharashtra Co-operative Societies Act,
 1960 or incorporated Limited Company under and
 in accordance with the provisions of the Companies
 Act, 1956 or registered Association of Apartment
 Owners being Condominium/s as contemplated under
 the provisions of the Maharashtra Apartment Ownership
 Act, 1970 and Rules framed thereunder or form other
 Bodies Corporate (hereinafter referred to as 'the
 Corporate Body') as the Promoter may decide as
 hereinabove recited after the completion of the
 said building or buildings and after completion
 of the development project aforesaid and on
 receipt by the Promoter of the full payment of all
 the amounts due and payable to it by all the
 purchasers of the various tenements in the
 said building/s. On all the terms provisions and
 conditions herein contained being duly performed
 and observed, the Promoter shall cause to be
 executed in favour of such Corporate Body, a lease
 or Sub-Leases of the said Plots of land described
 in the Third Schedule hereunder written or any
 portion or portions thereof as the case may be
 together with the building standing thereon for
 the term of 999 years and until such time no title
 shall pass to the Corporate Body.

66. In the event of the Corporate Body being
 formed and registered before the sale and disposal
 by
 of/the Promoter of all the tenements in the building,
 buildings, the power and authority of the Corporate

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Body shall be subject to the over all control and authority of the Promoter in respect of the construction and completion thereof and all amenities pertaining to the same and in particular, the Promoter and their partner or partners nominee or nominees shall have absolute authority and control as regards the unsold tenements and the disposal thereof and the consideration for which the same shall be disposed of. The Promoter shall be liable to pay only the Municipal Taxes at actuals, in respect of the unsold tenements. In case the Lease, sub-lease or Assignment is executed in favour of the Corporate Body before the disposal by the Promoter of all the tenements then and in such case the Promoter shall join in as the Promoter/Member in respect of such unsold tenements and as and when such tenements are sold to the persons of the choice and at the discretion of the Promoter, the Corporate Body shall admit as members the Purchaser/s of such tenements, without charging any premium or any other extra payment. The Promoter will also control the management of building/s realisation of the outgoings as referred to in Clause 34 above. and the disbursement or the payment to be made and the Purchaser/s along with other purchaser/s and/or the Corporate Body will not have and shall not raise any objection to the aforesaid right of the Vendor/Promoter.

67. The Purchaser agrees that he shall be bound to observe and perform fully the constitution of the

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Corporate Body, its Rules and Regulations, its
By-laws, and/or its Memorandum and Articles of
Association as the case may be made or adopted by the
Corporate Body which may be formed which are
existing at its inception as well as those which are
added or altered or amended from time to time for
protection maintenance and upkeep of the said building
or buildings and the tenements therein or for
the observance and performance of the Development
Rules, Building Rules and the Municipal Rules,
Bye-Laws and Regulations for the time being in
force of the Municipal Corporation of Greater Bombay
or Government or any other body or authority or for
the observance and performance of the stipulations
and conditions laid down by the Corporate Body in
respect of the occupation and user of the said
building and/or the tenements by the Purchasers
or otherwise howsoever, and the Purchaser agrees
that he shall pay and contribute regularly and
punctually and towards the outgoings and expenses
in accordance with such Rules, Regulations and Bye-
laws. The Purchaser shall also be bound to observe
and perform all further conditions which the
Corporate Body may impose in respect of the
enjoyment of the said Plot of land and or the
property. The Purchaser shall not offend any Rules,
Regulations or Bye-laws framed by the Municipal
Corporation of Greater Bombay and/or any other local
authority under any law for the time being in force
and any other law, rule, regulation having a bearing
in connection with the formation and proper function-
ing of the Corporation or of the Co-operative Body.

68. The Corporate Body to be incorporated formed or registered shall ensure that the provisions of this Agreement are carried into effect fully by it by passing appropriate resolutions for that purpose. The Corporate Body shall also ratify confirm and adopt the present Agreement and also other agreements for sale which the Firm will enter into with other Purchasers of the various tenements in the buildings. The Corporate Body shall ensure that it shall take over all responsibilities, liabilities and obligations of its various members as well as of their rights under the various diverse agreements for sale between the Promoters and the its members to the intent that the rights of the members of the Corporate Body will cease and terminate and shall be completely vested in the Corporate Body so formed or registered and thereafter the Corporate Body shall be liable besides the Purchaser and other purchasers of different tenements for any lien which the Promoter may have in respect of the tenements or other tenements in the Building/s.

The Purchaser doth hereby agree and bind himself to do all acts deeds and things and execute all acts deeds and things and execute all documents which the Promoter require to be executed to enforce the obligations envisaged in this clause against the Corporate Body. Without prejudice to what is stated hereinabove, the Promoter shall be entitled to forbear from conveying and transferring the property to the Corporate Body as envisaged hereinabove in case of non-observance by the Corporate Body of the provisions of this Clause.

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formed On the Corporate Body being incorporated
 ns of found and registered as provided herein and on
 by it firm causing to be executed a Lease/s, sub-lease/
 purpose. assignment of the said Plots of land (described in
 and the Third Schedule hereun er written) in favour of
 greements such Corporate Body as provided in Clause 65 hereof,
 other and a Conveyance Deed/of Transfer of the right title
 build- and interest of the Developer/Builder and/or the Promo-
 it shall ter in the said plot of land and the building/s
 and of the Corporate Body as provided in Clause 13 hereof
 s of the rights and liabilities of the Purchaser of the
 ne's cements will be recognised and regulated by the
 Rules and regulations and Bye-laws of the Memorandum
 and Articles of Association of such Corporate Body
 and the provisions contained in this Agreement shall
 cease to operate unless provided otherwise in this
 Agreement expressly or by necessary application.

70. Until such time as the Lease/Leases and
 the Conveyance/Deed of Transfer is or are executed
 or caused to be executed in favour of the Corporated
 Body, the Purchaser agrees to abide by all the Rules
 and Regulations framed or to be framed at any time
 and from time to time and at all times by
 the promoter and generally to do all reasonable
 acts and that the Promoter may call upon the Purchaser
 to do in the interest of said the Plot of land the
 said building/s and the other Purchasers .

71. The Purchaser shall sign all applications
 papers and writings and documents and do all other
 acts deeds and things which the Promoter may require
 him to do from time to time in his behalf for the
 purpose of carrying out this Agreement and in the

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interest of the said Plot of land, the said Building/s the Promoter and the other Purchasers.

72. The provisions of this Agreement shall as far as practicable and applicable be for the benefit of as well as against all the Purchasers of the tenements in the said building/s and shall be enforceable against the Purchaser not only by the Promoter but by any other Purchaser or Purchasers to the intent that this Agreement shall as far as possible bind the Purchaser or Purchasers of such tenements into whatsoever's hands the same may come to observe and perform the terms conditions covenants provisions and stipulations herein contained.

73. The Purchaser hereby covenants with the Promoter to pay all amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement and to observe and perform the terms and conditions provisions and covenants contained in the Agreement and on the part of the Purchaser to be paid observed and performed and the said hereinabove recited Agreements as far as the same are required to be observed and performed by the Purchaser and keep the Promoter indemnified against all actions suits and proceedings and all costs charges expenses fines penalties cess and damages incurred or suffered by or caused to the Vendor by reason of non-payment non-observance and/or non-performance thereof.

74. The said building collectively shall always

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be known as 'Manoranjan Enclave/Building' and the name shall not be changed without the prior written permission of the Owners/Promoters even after the Lease/Leases/Conveyance/s of the property is/are executed by the Promoter in favour of the Corporation/Co-operative Body. Likewise the Corporate Body to be formed or incorporated shall always be called 'Manoranjan Enclave Co-operative Housing Society Ltd.' or 'Manoranjan Enclave Limited' and these names shall not be changed at any time hereafter without the prior written permission of the Owner Promoter and even after the Lease/Leases/Conveyance is/are caused to be executed in favour of the Corporate Body.

75. This Agreement shall always be subject to the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sales Management and Transfer) Act, 1964 and the Rules made thereunder or under any other provisions of law applicable thereto.

76. Any delay indulgence neglect or omission on part of the Promoter in enforcing the terms and conditions of this Agreement or any forbearance on the grant of time to the Purchaser in complying with the provisions of this Agreement shall not be construed as waiver on the part of the Promoter of the breach of or non-compliance of any of the terms and conditions of these presents by the Purchaser nor shall such waiver in any way prejudice the rights of the Promoter or of the other Purchasers.

77. All letters, receipts and/or notices by the

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Promoter despatched under certificate of posting to the address given hereinbelow of the Purchaser shall be sufficient discharge to the Promoter and will be deemed to be duly served on the Purchaser.

Mr./Mrs./Miss/Messrs.

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Arun Guram

. Arun Ganpat Guram,
. Mrs. Agarna Arun Guram,
41, Khushvihar, 210 F

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Arun Guram

. Dr. Ambedkar Road, Dadar
Bombay 400014.

78. All disputes and/or differences whatsoever which shall at any time hereafter (whether during the continuance of in effect of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective successors-in-title and assigns touching or concerning this Agreement or its construction or affect or as to the rights duties and liabilities of the parties hereto or either of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall in accordance with and subject to the provisions of the Indian Arbitration Act, 1940 or any statutory modification or re-enactment thereof or ^{for} the time being in force be referred (unless the parties concur in the appointment of a single Arbitrator) to two Arbitrators one to be appointed by each party whose decision in the matter referred to them shall be final and binding on the parties hereto The arbitrators shall before entering upon the

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the reference in turn appoint an Umpire whose decision in the event of any difference of opinion between the arbitrators in respect of any difference of opinion between the arbitrators in respect of the matters under reference shall be final and binding on the parties hereto.

69. The Purchaser has supplied the names and addresses of their directors/partners annexed hereto as Annexure ' ' and agrees and undertakes to keep the Promoters informed of any change in that regard within a week of any such changes in the directors/partners or their addresses as the case may be taking place.

IN WITNESS WHEREOF the parties hereto have executed these presents (In duplicate) the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

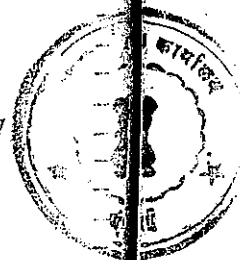
ALL that piece or parcel of land or ground situate at Parel S.S.Rao Road (also known as Government Gate Road) in Bombay City and in the Registration sub-District of Bombay City and Bombay Suburban Admeasuring according to the conveyance dated 28th October 1903 from Jamshedji Ardeshir Wadia and others to Ardeshir Hormusji Wadia 35,820 sq. yds. equal to 29,945 sq. mtrs. and according to the present City Survey Register 35,770 sq. yds. equivalent to 29,908.720 sq. metres and according to actual measurement 29,939.40 sq. metres, Cadastral Survey No.191 of Lower Parel (Parel Bhoiwada and Sewri) Division together with the strip of land admeasuring 504/9 sq. yards equal to 422.352 sq. metres bearing Cadastral Survey No. 1/191 of Lower Parel Division (Parel Bhoiwada and

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and Sewri) Division and which said lands together with the buildings thereon belonging to the Lessor are assessed by the Bombay Municipality under 94 F Ward Nos. 1054(1), 1054(1A), 1054(2), 1054(3) 1054(4), 1054(5), 1054(5A), 1054(5B), 1054(6) and 1054(6A) and Street Nos. 59, 59(h), 14A, 59HA, 14C, 59I, 59IA, 59IB, 59G and 59GA and which premises are bounded on or towards the North by the property of the Trustees of the Will of late Ardeshir Hormusji Wadia and beyond that the property now or formerly of Pestonji Bomanji Jeejeebhoy and ^{OR} on/towards the South, the East and to West by the Land of the said Trustees of the Will of said Ardeshir Hormusji Wadia and now partly of the B.E.S.T.Undertaking and partly of Mahatma Gandhi Memorial Hospital.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land or ground situate at Dr.S.S.Rao Road formerly known as Government Gate Road at Parel in the City and Island of Bombay and in the Registration sub-District of Bombay City and Bombay Suburban admeasuring 17,776.96 sq. metres bearing Cadastral Survey No.191(pt) of Parel Sewri Division together with the Buildings and structures standing thereon (but so far as the main building shown on the said plan hereto annexed is concerned exclusively of the Ground Floor First Floor and Mezzanine Floors retained by the Lessor and of the let out to Shri V.S hantaram thereof bearing 94 F Ward No. 1054(1), (1A), 2(a), part , (4) (4A) 5, (5A) & 6 and street Nos.59, 14 AC(part)



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P. S. Hantaram

pv
P. S. Hantaram

14(c), 591, 591A, 591B, 59C and 14CS (forming part of the land hereditaments and premises described in the First Schedule above written) and bounded on or towards the North by the property of the Lessor and partly by the property of Trustee of the Will of Ardeshir Hormasji wadia on or towards the East by the property of the Trustees of the said Ardeshir Hormasji Wadia and on or towards the West by the property described in the 3rd and 4th Schedules were under and which pieces of land are delineated on the plan hereto annexed and thereon shown colour green.

THE THIRD SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land admeasuring about 2,695 Sq. metres forming part of the land described in the Second Schedule above mentioned being part of C.S. No. 191 of Parel Sewri Division and delineated on the plan hereto annexed by yellow colour wash and marked No.3 and bounded as under :-

- On or towards the North - Plot No.4 of C.S. 191 (Parel Sewri Division) and also the property bearing C.S. No.108 (Part) of the Parel Sewri Division of the Govt. Mint.
- On or towards the South - Land bearing C.S. No.108(Part) belonging to the Govt. Mint.
- On or towards the East - G.D. Ambekar Marg(Parel Tank Rd.)
- On or towards the West - Plot No.6 of C.S.191 (Parel Sewri Division)

Signed Sealed and delivered...

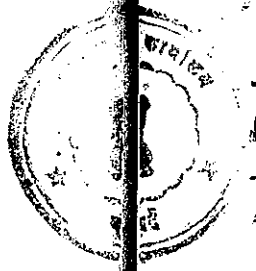
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SIGNED SEALED AND DELIVERED BY)
the within named L.P. Builders)
by the hands of its partner)
in the presence of Aji K. A. Gadekar

For M/s. L. P. Builders,

P. K. Anarsekar
Partner.



A. Gadekar

SIGNED SEALED AND DELIVERED BY)
the within named RAJKAMAL)
KALAMANDIR PRIVATE LTD., by)
the hand of its Director/)
Constituted Attorney Mr.)
in the presence of)

SIGNED AND DELIVERED by the)
witgin named V. SHANTARAM)
in the presence of)

SIGNED SEALED AND DELIVERED)
by the within named V & M.)
Associates, in the presence)
of)

SIGNED SEALED AND DELIVERED)
by the within named Purchasers)
Mr./Miss/Mrs./Messrs. Arjun Ganpat)
Guram)
Mrs. Agarna Arun Guram,)
in the presence of)

Anant M. Kesarkar

pm

Arjun Ganpat

Arjun Ganpat

pm

Arjun Ganpat

Annexure - I

Details of the Purchaser:-

In case of one or more individuals, their full names and addresses:

Name/s Arun Gampal Gusam.

Bombay Address:

41, Khushvihar, 210 F, Dr. Ambedkar Rd, Dadar
Bombay 400014.

Home Address.

In the case of sole proprietary concerns, the full name and address of the proprietor:

Name -

Address of the Concern.

Residential Address of the Proprietor.

Home address of the Proprietor.

In the case of partnership firms, full names and Bombay Home Address of all the partners.

In case of companies registered under the Companies Act, or other corporate bodies, including Societies, registered under the Societies Act, the full name of the Company/Society.

The address of its registered Office.

The address of all its Branch Offices.

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Arun Gampal Gusam

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In case of other associations
like Charitable Trusts, Private
Trust:

The name of the Association.

Its full office address.

The names and addresses of all the
present Trustees, office bearers
or functionaries.

A. M. Khan

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A. M. Khan

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A. M. Khan

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ANNEXURE IIList of Flats to be sold by Promoters M/s. L. P. Builders

<u>Floor</u>	<u>Flat No.</u>	<u>Area (Carpet)</u>
4th Floor	6	635 Sq. Ft.
5th Floor	1	635 Sq. Ft.
5th Floor	2	500 Sq. Ft.
5th Floor	3	635 Sq. Ft.
5th Floor	4	635 Sq. Ft.
5th Floor	5	500 Sq. Ft.
5th Floor	6	635 Sq. Ft.
6th Floor	1	635 Sq. Ft.
6th Floor	2	500 Sq. Ft.
6th Floor	3	635 Sq. Ft.
6th Floor	4	635 Sq. Ft.
6th Floor	5	500 Sq. Ft.
6th Floor	6	635 Sq. Ft.
7th Floor	1	635 Sq. Ft.
7th Floor	2	500 Sq. Ft.
7th Floor	3	635 Sq. Ft.
7th Floor	4	635 Sq. Ft.
7th Floor	5	500 Sq. Ft.
7th Floor	6	635 Sq. Ft.

L.P. Builders
pm

ANNEXURE 'EX' III.

CRAWFORD BAYLEY & CO.

R. SETLUR*
 C. H. PARDIWALA*
 S. Y. REGE
 R. A. SHAH
 A. R. WADIA
 D. B. ENGINEER
 H. C. ASHER
 D. D. UDESHI
 D. E. UDWADIA
 C. M. MANIAR
 S. N. TALWAR
 D. C. SHROFF

State Bank Buildings,
 N. G. N. Vaidya Marg,
 (Bank Street,)
 Bombay-400 023.

CHP/ 3019

5th March, 1985.

SOLICITORS & ADVOCATES

*NOTARIES, Union of India

Messrs. V and M Associates
 144/B Dr. M. B. Raut Road
 Shivaji Park
 BOMBAY 400 028.

Dear Sirs,

Re : Property being Plot No. 3 and Plot No. 5 together with buildings and structures thereon admeasuring in the aggregate 4740 square metres or thereabouts being part of C. S. No. 191 of Parel Bhoiwada and Sewri Division situate at Dr. S. S. Road (also known as Government Gate Road) Parel in Greater Bombay.

We have investigated the title of Rajkamal Kalamandir Private Limited ("the Company") to the property described First and Secondly in the Schedule hereunder and have caused searches to be taken in the office of the Sub-Registrar of Assurances at Bombay for the period of last forty (40) years and in the office of the Collector of Bombay.

2. The above properties appear to consist of two pieces of land bearing Plot Nos. 3 and 5 respectively admeasuring 2695 and 2045 square metres or thereabouts with buildings and structures thereon being part of Cadastral Survey No. 191 of Lower Parel (Parel Bhoiwada and Sewri) Division and forming portions of a large piece of land (comprising in area 29945.500 square metres or thereabouts according to the Conveyance dated 23th October 1903 from Jamshedji Ardeshir Wadia and others to Ardeshir Hormusji Wadia and 29908.720 square metres or thereabouts according to present City Survey Register and 29939.40 square metres or thereabouts according to actual measurement together with the strip of land admeasuring 422.352 square metres or thereabouts and a passage on the eastern side admeasuring 361.15 square metres or thereabouts bearing Cadastral Survey Nos. 191, 1/191 and 4/109 of Lower Parel Division hereinafter for brevity sake referred to as "the said entire premises") situate at Parel Dr. S. S. Rao Road (also known as Government Gate Road Parel) in Bombay City.

TELEPHONE: 315713, 315669, 315699, 315729, 315785, 315986, 255277 and 255355
 TELEX: CBCO IN 11-3931 TELEGRAM: "LEX Bombay"

A. M. B. M.

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3. By Conveyance dated 28th October 1903 and made between Jamshedjee Ardeshir Hormasjee and others the Trustees of the last Will and Testament of the late Ardeshir Hormasjee (as "the Trustees") of the one part and Ardeshir Hormasjee Wadia by his Guardian Chandunbai widow of Hormasjee Ardeshir Wadia deceased and mother of the said Ardeshir Hormasjee Wadia (as "the Purchaser") of the other part the Trustees did thereby convey and transfer unto the said Purchaser the entire premises described in the First Schedule thereto together with the benefits rights and easements (and subject to restrictions and obligations therein contained) upon or over the two several pieces or parcels of land situate at Government Gate Road and Parel Tank Road respectively at Parel and adjoining the said entire premises and respectively described in the Second and Third Schedules thereto. A plan of the entire premises is stated to have been annexed to the original Conveyance. The said Conveyance was registered with the Sub-Registrar of Assurance at Bombay on the 8th January 1904 under No. 19 of Book No. I.

4. By Conveyance dated the 5th May 1949 and made between Ardeshir Hormasji Wadia (as "the Vendor") of the one part and Shantaram Rajaram Vankudre alias V. Shantaram (as "the Purchaser" and hereinafter referred to as "V. Shantaram") of the other part (and registered with the Sub-Registrar of Assurance at Bombay under No. 2411 of Book No. I on 27th June 1949) the said Vendor conveyed transferred and assigned to V. Shantaram Firstly the entire premises described in the First Schedule thereunder written and Secondly all the rights benefits and easements on upon over or relating to the lands described in the Second and Third Schedules thereunder written and the full benefit of the covenants conditions restrictions agreements and obligations relating to such rights benefits and easements upon or over the lands described in the Second and Third Schedules thereunder written and contained in the said Conveyance dated the 28th October 1903 made between Jamshedji Ardeshir Wadia and others of the one part and the said Vendor of the other part (referred to in paragraph 4 above).

5. On the same day that is to say the 5th May 1949 the said V. Shantaram ("the Debtor") executed Memorandum in favour of the said Ardeshir Hormasjee Wadia ("the Creditor") recording the deposit by the Debtor of the title deeds of the said entire premises to the Creditor to secure repayment of a loan of Rs. 8,00,000 with interest thereon and costs as therein provided. The said Memorandum was registered with the Sub-Registrar of Assurances at Bombay on the 12th August 1949 under No. 2679 of Book No. I.

6. By Transfer of Mortgage dated the 11th January 1950 (and registered with the Sub-Registrar of Assurances at Bombay on the 4th May 1950 under No. 148 of Book No. I) and made between the said Ardeshir Hormasjee Wadia (as "the Transferor") of the first part, V. Shantaram (as "the Debtor") of the second part and The Oriental Government Security Life Assurance Company Limited (as "the Transferee") of the third part the said Mortgage by Deposit of Title Deeds dated the 5th May 1949 (referred to in paragraph 5 above) was for the consideration therein mentioned transferred to the said Oriental Government Security Life Assurance Company Limited

A. M. Wadia

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7. The said loan having been subsequently fully repaid with interest and costs by Deed or Release dated the 20th December 1951 and made between The Oriental Government Security Life Assurance Company Limited (as "the Lenders") of the one part and V. Shantaram (as "the Borrower") of the other part, the Lenders released exonerated and discharged the said entire premises from the said mortgage by deposit of title deeds recorded in the said Memorandum. The said Deed of Release was registered with the Sub-Registrar of Assurance at Bombay on the 9th July 1952 under No. 6553/51 of Book No. I.
8. On the same date, that is to say the 20th December 1951 V. Shantaram ("the Borrower") executed a Memorandum in favour of the said Oriental Government Security Life Assurance Company Limited ("the Lenders") recording the deposit by the Borrower of title deeds of the said entire premises to the Lenders to secure repayment of a loan of Rs. 7,00,000/- with interest thereon and costs as therein provided. The said Memorandum was registered with the Sub-Registrar of Assurance at Bombay on the 8th April 1952 under No. 6559 of Book No. I.
9. By Deed of Further Charge and Consolidation of Loan dated 4th November 1954 V. Shantaram charged the said entire premises in favour of the said Oriental Government Security Life Assurance Company Limited with repayment of a further loan of Rs. 2,00,000/- with interest thereon. The said Deed of Further charge was registered with the Sub-Registrar of Assurances at Bombay on the 1st June 1955 under No. 6931/54 of Book No. I.
10. By Conveyance executed on the 22nd July 1958 and made between Cursetji Jamsetji Ardeshir Wadia and others (as "the Vendors") of the one part and V. Shantaram (as "the Purchaser") of the other part (and registered with the Sub-Registrar of Assurances at Bombay under No. 5281 of Book No. I on 30th December 1958) a piece of land situate at Parel Government Gate Road Bombay containing by admeasurement 74.40 square yards and forming part of Cadastral Survey No. 108 (adjoining Survey No. 191) of Parel Sewri Division Bombay was for the consideration therein mentioned conveyed and transferred to the Purchaser.
11. By Agreement (for Extension of Time) dated the 3rd September 1960 and made between V. Shantaram (as "the Mortgagor") of the one part and The Life Insurance Corporation of India (being the successor in title to the Oriental Government Security Life Assurance Company Limited) (as "the Corporation") of the other part and registered with the Sub-Registrar of Assurances at Bombay on the 18th November 1961 under No. 7423/60 of Book No. I the time for redemption of the said Mortgage dated the 20th December 1951 and the said Further Charge and Consolidation dated the 4th November 1954 was extended upto the 31st December 1962.
12. By further Agreement to extend time dated the 16th May 1963 and made between V. Shantaram (the "Mortgagor") of the one part and The Life Insurance Corporation of India ("the Corporation") of the other part (the original and duplicate whereof were registered with the Sub-Registrar of Assurances at Bombay on the 18th April 1964 the former

V. Shantaram

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under No. 2253/63 and the latter under 2254/63 of Book No. I) the due date for repayment of the balance principal sum then due was further extended to the 30th December 1965 upon the said Mortgagor agreeing to pay the said balance principal sum by instalments therein mentioned and to pay interest thereon at the enhanced rate of 8 percent per annum with effect from the 1st January 1963.

13. The title deeds produced to us include two letters dated the 29th January 1966 and 10th February 1966 from the Life Insurance Corporation of India acknowledging receipt of the entire loan amount by V. Shantaram but no Deed of Release in respect of the said entire premises has been executed by the Corporation in favour of V. Shantaram and registered at the Local Land Registry. Since the mortgage was by deposit of title deeds, the mortgage was in law extinguished on payment of the loan amount and return of title deeds by the said Corporation to V. Shantaram and the want of registered Deed of Release is not considered a defect in title.

14. By Lease dated the 31st March 1971 ("the said Lease") made between V. Shantaram (as the Lessor) of the one part and the Company (as the Lessee) of the other part (and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1520 of Book No. I) the Lessor demised unto the Lessee a large portion of the said entire premises admeasuring 24167.55 square yards equivalent to 20059.06 square metres or thereabouts bearing Cadastral Survey No. 1/191 part of Parel Sewri Division together with buildings and structures thereon ("the said land and premises") and delineated on the plan thereof thereto annexed and thereon surrounded by green colour boundary line for the term of 98 years commencing from 1st April 1971 at the rent thereby reserved and subject to the covenants and conditions therein mentioned.

15. The said Lease provided that the Company (that is, "Rajkamal Kalamandir Private Ltd") its successors and assigns should have the option of purchasing the said demised land and premises and the reversion and inheritance in fee simple thereof at any time upon giving three months notice in writing to V. Shantaram his heirs executors administrators and assigns.

16. By Conveyance dated the 3rd June 1972 and made between V. Shantaram (as "the Vendor") of the one part and the Company (as "the Purchaser") of the other part (and registered with the Sub-Registrar of Assurances at Bombay under No. 1561/72 of Book No. I on the 26th October 1975) for the consideration therein mentioned V. Shantaram conveyed and transferred to the Company the entire premises situate at Dr. S. S. Rao Road, Parel and more particularly described in the First Schedule thereunder written including the land and premises described in the Second Schedule thereunder written and delineated on the Plan thereof thereto annexed and thereon shown by red colour boundary line together with buildings and structures thereon and also together with the full benefit of the covenants conditions restrictions agreements and obligations relating to the rights benefits and easements upon and over the land hereditaments and premises described in the Third and Fourth Schedules thereunder written and contained in and granted by the said Deed of Conveyance dated the 24th October 1903 made between Jamshedji Ardeshir Wadia and others of the one part and Ardeshir Hormusji Wadia of the other part to the intent and purposes that the term

Shantaram

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of 96 years granted by the hereinbefore recited Lease dated the 31st March 1971 shall forthwith merge and be extinguished in the reversion of the said land and premises described in the Second Schedule thereunder written.

17. In the events aforesaid all those several pieces or parcels of land or ground containing by admeasurement 30729 square metres or thereabouts together with buildings and structures thereon bearing Cadastral Survey Nos. 191 1/191 and 4/109 of Lower Parel (Parel Bhoiwada and Sewri Division) situate and Parel Dr. S. S. Rao Road (also known as Government Gate Road Parel) in Bombay City ("the said entire plot of land") became legally vested in the Company.

18. By Lease dated the 30th December 1978 and made between the Company (as "the Lessor") of the one part and (1) the said Shantaram Rajaram Vankudre alias V. Shantaram (2) Dr. Bhalchandra H. Rajadhyaksha (3) Ragunath Iyer Venkateshwar alias R. V. Ishwar (4) Dr. Subrata Ray (5) Kiranchandra V. Shantaram and (6) Vasant Prabhakar Sathe the then Trustees of the Trust known as V. Shantaram Motion Picture Scientific Research and Cultural Foundation (hereinafter referred to as "the Lessees") of the other part (and registered with the Sub-Registrar of Assurances at Bombay under serial No. BOM-31/79 of Book No. I on the 5th September 1984) the Company demised unto the Lessees all those pieces or parcels of land admeasuring 17776.00 square metres or thereabouts bearing Cadastral Survey No. 191 (part) of Parel Sewri Division (forming part of the said entire plot of land known as "Shantaram Estate") together with buildings and structures thereon (but exclusive of the ground and mezzanine floors of the main building which were retained by the Company) for the term of 999 years commencing from the 1st January 1978 at the rent thereby reserved and subject to the performance and observance of the covenants on the part of the Lessees and conditions therein mentioned and contained.

19. On application (No. J/4/1 56-84 dated the 9th October 1984) made by V. Shantaram and others (the Lessees under the said Lease dated 30th December 1978) to the Charity Commissioner, Maharashtra State Bombay under Section 36 (1)(a) of the Bombay Public Trusts Act, 1950 for grant of permission to surrender a portion of the said demised premises (under the said Lease dated 30th December 1978) admeasuring 6000 square metres to the Company, the Charity Commissioner by his Order No. J/4/156-84/28238 dated the 31st October 1984 and subsequently modified by his further Order No. J/4/156-84/32093 dated the 16th November 1984, accorded his sanction to the surrender of the portion of the said demised premises admeasuring 6000 square metres out of Cadastral Survey No. 191 of Parel Sewri Division being Plot Nos. 3, 4 and 5 admeasuring 2595, 1260 and 2045 square metres respectively in favour of the Company on the terms and conditions therein set out.

20. On application dated the 20th February 1984 made by the Lessees under the said Lease dated 30th December 1978 to the Competent Authority under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 for development under Section 22 thereof in respect of the aforesaid sub-plots 3, 4 and 5 of Cadastral Survey No. 191 of Parel Sewri Division, admeasuring in the aggregate 6000 square metres, the Competent Authority by his Order No. C/ULC/DESK/111/22/2669 dated 19th November 1984 accorded his sanction for development of the property in favour of the Lessees on the terms and conditions therein set out.

P. S. Rao

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21. By Agreement dated the 26th November 1984 made between the Lessees under the said Lease dated 30th December 1978 and the Company, the Lessees agreed to surrender to the Company three portions of the demised premises described in the Second Schedule thereunder written on the terms and conditions therein mentioned.

22. By Agreement dated the 28th November 1984 ("the Principal Agreement") entered into between the Company of the one part and V. Shantaram (as the Developer) of the other part the Company granted to V. Shantaram rights to develop the said three portions or plots of land (forming part of the said entire plot of land belonging to the Company) and more particularly described in the Second Schedule thereunder written and thereon shown surrounded by yellow colour wash and indicated thereon by figures or numbers 3, 4 and 5.

23. By and under a Development Agreement dated the 12th December 1984 and made between V. Shantaram ("the Developer") of the one part and V. and M. Associates ("the Builders") of the other part the Developer authorised the Builders to develop (on behalf of the Developer) two plots of land being Plots No. 3 and 5) out of the said three portions or plots of land) admeasuring 2695 square metres and 2045 square metres respectively described First and Secondly in the Schedule hereunder written by constructing and completing at their (Builders) costs one or more buildings thereon in accordance with the provisions contained in the said Principal Agreement and otherwise in accordance with the provisions of all laws bye-laws rules regulations and orders of the Municipal Corporation of Greater Bombay, Government or other bodies having authority in that behalf and also in accordance with the terms and conditions imposed by the Competent Authority in that behalf with a view ultimately to sell premises in the building or buildings to be constructed on what is popularly known as "Ownership basis" or on such other terms and conditions as may be desired by the Builders and conferred upon the Builders rights authorities and powers to develop the said Plots of land in the manner and as set out in the said Agreement.

24. We certify that in our opinion the title of Rajkamal Kalamandir Private Ltd. to the above properties (described in the Schedule hereunder) is marketable and free from encumbrances.

THE SCHEDULE

FIRST: ALL that piece or parcel of land being Plot No. 3 admeasuring 2695 square metres or thereabouts with the buildings and structures thereon situate at Dr. S. S. Rao Road (also known as Government Gate Road) at Parel in Bombay City and forming part of the land belonging to the Company and leased to the Lessees under Indenture of Lease dated the 30th December 1978 bearing Cadastral Survey No. 191 (Part) of Lower Parel (Parel Bhoiwada and Sewree) Division.

SECONDLY: ALL that piece or parcel of land being Plot No. 5 admeasuring 2045 square metres or thereabouts situate at Dr. S. S. Rao Road (also known as Government Gate Road) at Parel in Bombay City forming part of the land belonging to the Company and leased to the Lessees under Indenture of Lease dated the 30th December 1978 bearing Cadastral Survey No. 191 (Part) of Lower Parel (Parel Bhoiwada and Sewree) Division.

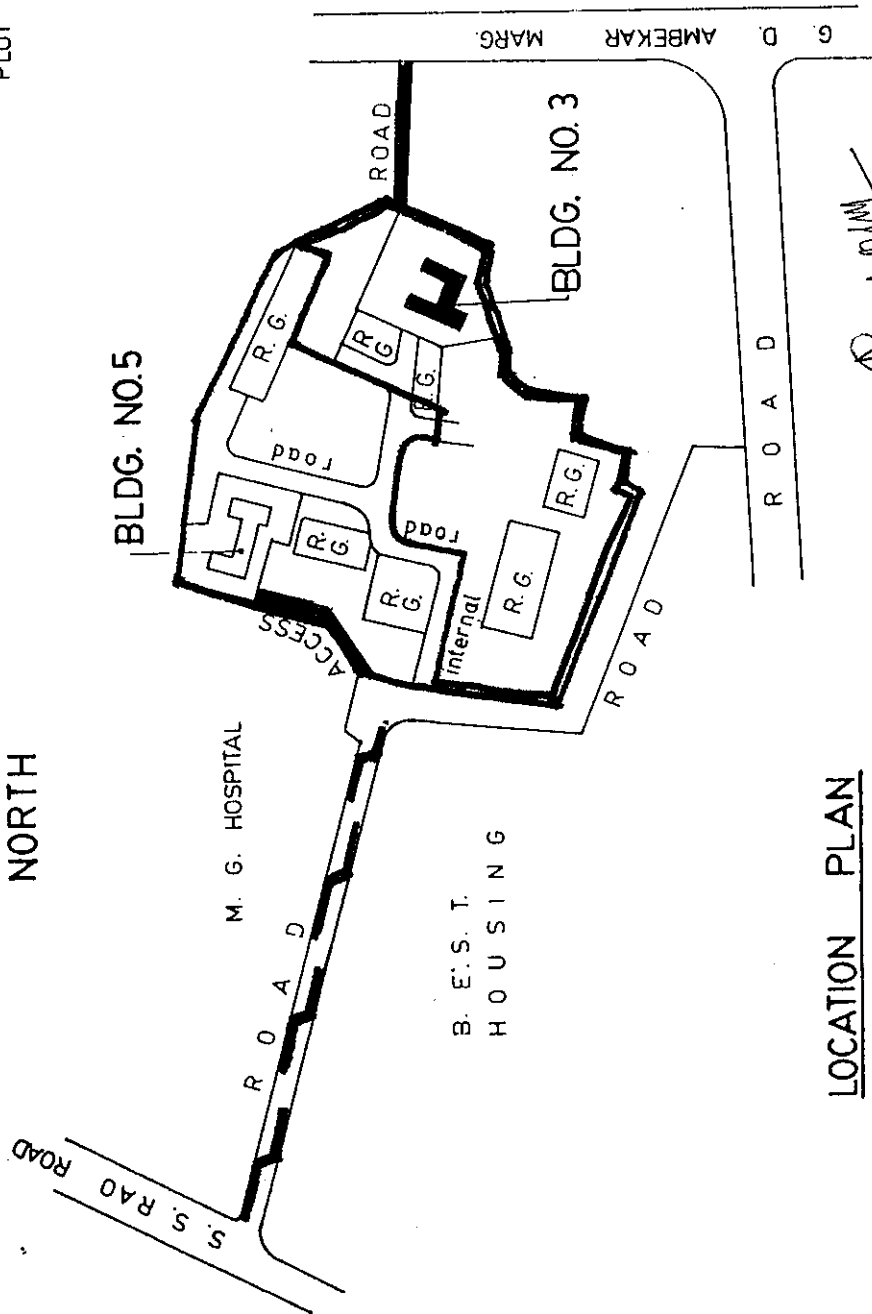
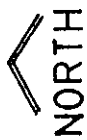
Yours faithfully,
CRAWFORD BAYLEY & CO.

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NOTES :

- PLOT BOUNDARY OF ENTIRE PROPERTY - READ
- AREA LEASED TO FOUNDATION - GREEN
- PLOT NOS. 3 SHOWN - YELLOW



PLAN OF THE PROPERTY
BEARING C. S. NO 191 &
1/191 OF PAREL SEWARI
DIVISION BOMBAY.

LOCATION PLAN

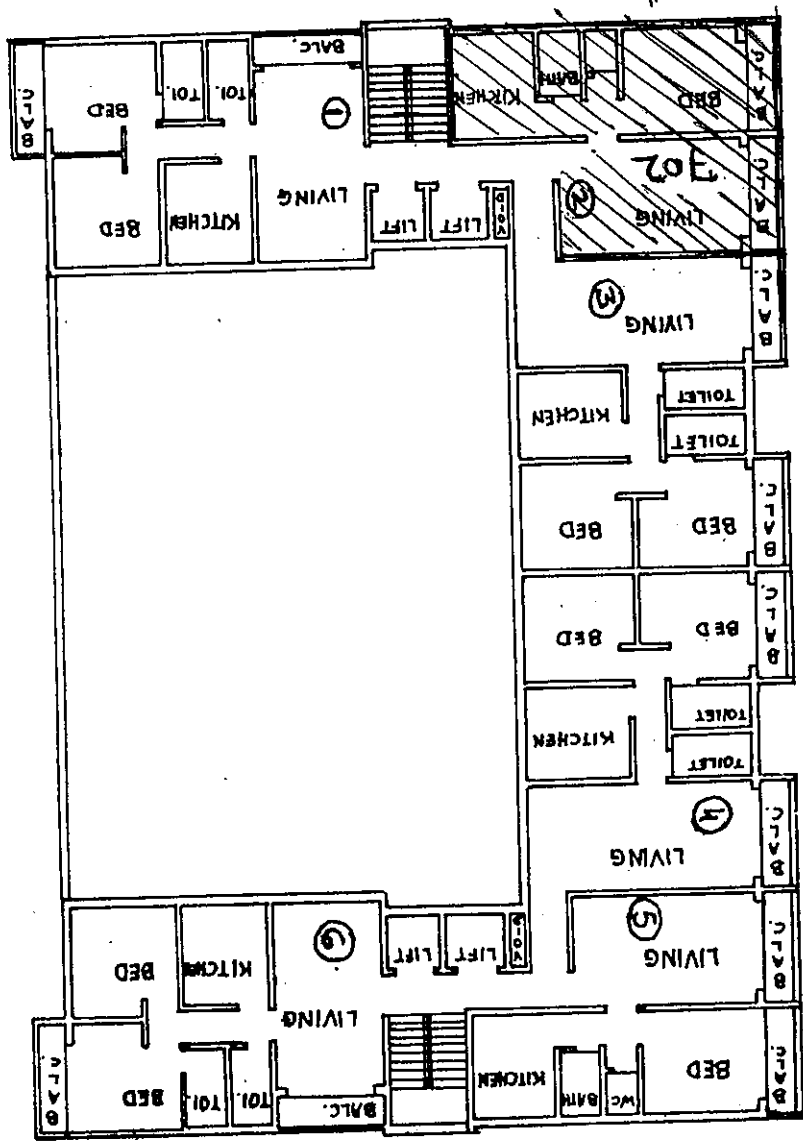
SCALE 1 2500

L. P. BUILDERS

L. P. BUILDERS
ENGINEERS, CONTRACTORS & DVS
141, MODY STREET, 1ST FLOOR,
FORT, BOMBAY - 400 001

PROPOSED BUILDING ON PLOT
BEARING C.S. NO. 191 & 1/191 OF
PAREL-SEWRI DIVISION, BOMBAY

PHYSICAL FLOOR PLAN
(NOT TO SCALE)
SCALE: 1/8" = 1'-0"



Annexure - V

General Specifications & Amenities :

The proposed buildings will be of R.R.C.C. frames, structure, all external walls will be of 9" thick brick masonry with sand faced plaster from external side with two coats of Snocem Paint. All internal walls will be of 6" thick brick masonry and finished from both sides in Neeru plaster. Terraces will be water proofed with proper slopes and drains. The entire work will be carried out in accordance with the B.M.C. Rules and requirements.

Location: Parel, Dr.S.S.Rao Road.

Cadastral Survey No.191, 1/191
and 4/109.

Nearest Railway Station:

Parel, on the main line of Central Railway

Sewree, on the Harbour line of Central Railway.

Internal Amenities : - Flooring :-

- (a) All bed rooms, balconies lobbies, common lobbies of stair case mid-landing shall be finished with machine polished cement tiles. All living rooms will have marble floors.
- (b) Bath rooms and kitchens will have flooring of polished tandur ladi or Kotah Stone.
- (c) W.C'S will have flooring of white glazed tiles or marble.
- (d) Terraces will be finished with water proof material and broken mosaic tiles.

Dado & Skirting:

- (a) All living rooms, bed rooms, kitchen lobby, balconies shall have half tile skirting of mosaic tile or tandur tile wherever possible.
- (b) Bath rooms shall have glazed tiles upto 4'-0" height.

- (c) W.C.'s shall have dado glazed tiles upto 2' -0" height.
- (d) Marble Kitchen platform with 2' high glazed tiles dado.

Doors & Windows:

- (a) The entrance door shall be 1-1/4" thick solid flush door with one side polished and other side commercial, finished and in oil paint. It shall have oxidised iron hinges and aluminium handles, latch (Tadi) tower bolt, one night-latch, pee hole, letter slit, safety chain, aldrop in the front side, aluminium number and aluminium aldrop in the front side.
- (b) All baths and W.C.'s doors shall be factory made Fibre Glass doors and aluminium baby latch, tower bolt and handles, The door will be finished with oil paint or fibre plastic moulded doors.
- (c) Other doors shall be commercial flush doors, oil painted with oxidised iron hinges and aluminium tower bolt, tadi and handles as required;
- (d) All windows shall be fully glazed windows with oxidised iron hinges and aluminium tower bolt and handles, finished in oil paint or aluminium sliding windows;
- (e) Louvered windows shall be of T.W.Frame finished in Oil paint with horizontal bars and glass Louvers.

S. M. M.
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...83/-

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Cooking Platforms: Each flat shall be provided with R.C.C. Cooking platform with built-in-sink. The top shall be finished with black kadappa stone and sides finished with glazed tiles. There shall be paniera 8" wide of black kadappa stone. The front wall below platform shall be finished with glazed tiles. There shall be one partition for separating the gas cylinders..

Painting Works:

- (a) Exterior of the building shall be treated with water proof cement paint.
- (b) All the interior walls with neeru finished plaster shall have white or colour wash.

Sanitary and Water Supply.

- (a) Fittings shall be open type; all W.C.'s shall have 27" Indian W.C. Pan, flushing tank and a brass bib cock.
- (b) All bathrooms shall have one shower one bib tap, one geyser of 1 to 3 kw. capacity and aluminium towel rod.
- (c) Each flat shall have one wash basin of 18" x 11" size.
- (d) Kitchen sink shall have one brass bib tap.

Electrical Works: all wiring shall be open type with aluminium conductors.

- (a) Living rooms shall have one fan Point, 2 light points and one plug point;

R. Srinivasan
pm

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- (b) Bed rooms shall have one fan point, 2 light points and one plug point;
- (c) Kitchen shall have one light point, one plug point, one power plug point;
- (d) Passages and balconies shall have one light point;
- (e) Bath room shall have one light point, one Power plug point for geyser.
- (f) W.C. Shall have one light point.
- (g) Electrical Bell or Buzzer will be providedⁱⁿ/each flat at the entrance door.
- (h) There will be one light point at every floor in the stair case portion and one light point. for the meter room and machine room.
- (i) One light point will be provided at the entrance of the building and two points in the terrace;

Water Supply:

The building shall be provided with R.C.C. Suction Tank and over head R.C.C. Tank with pumping arrangements of Water Department of Bombay Municipal Corporation.

Compound Pavement and Walls and Access:

Pavement all around the building and passage upto stair case as per the B.M.C. requirements will be provided.

Entrance Gate: One decorative entrance gate on the boundary duly painted will be provided.

Lofts: Only in bath rooms. ..

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DECLARATION BY PURCHASER

This is to declare that I own a flat in my name or in the name of a member in my family in the City of Bombay and the same would be disposed of as soon as possession of the ownership flat is given to us in Manoranjan Enclave-

Signature -----

Date :

OR

I declare that I do not own any residential flat in the City of Bombay and I have booked a flat on ownership basis in Manoranjan Enclave.

Signature ----- *P. Muram*

Date :



Dated this day of 198

L. P. Builders

And

Rajkamal Kalamandir Pvt.Ltd.

And

V. Shantaram

And

Mr./Mrs./Miss/M/s.

Arun Ganpat Curam.

Mrs. Agarna Arun Curam.

A. M. W. M.
pus

Agreement for sale of

Flat No. 702 in

Manoranjan Enclave. on 7th Floor

A. M. W. M.
pus

M/s. Pathare Dhru & Co.,
Advocates, Solicitors & Notary,
Tamarind House, Tamarind Lane,
Bombay 400 023.

DATED THIS DAY OF 8

L. P. Builders

And

Rajkamal Kalamandir Pvt. Ltd.

And

V. Shantaram

And

Mr./Mrs./Miss/M/s.

Arun Gangal Gusam
Mrs. Ajarna Arun Gusam.

Agreement for sale of

Flat No. 702 in

Manoranjani Enclave on 7th Floor.

M/s. Pathare Dhru & Co.
Advocates, Solicitors & Notary

Tamarind House,
Tamarind Lane,
Bombay 400 023.

THE K. K. TOWERS CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M.C.S. Act 1960) (Registration No. 5596 and Date 15 MAR 1981)

BOM/W(F-S)/HSG/TC.

No. 37

Authorised Share Capital Rs. 25,00,000/- Divided into 50000 Shares each of Rs. 50/- only

Member's Register No 37

THIS IS TO CERTIFY that Shri / Smt. ARUN GANAPAT GURAM
Flat No. - 702-A

of Bombay is the Registered Holder of [5] Shares from No. 181

to 185 of Rs. 250/- [Two Hundred Fifty only]

in THE K. K. TOWERS CO-OPERATIVE HOUSING SOCIETY LTD.

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

GIVEN under the Common Seal of the said Society at Parel, B'bay this 10th
day of August, 1991

Chairman

Hon. Secretary

Member of the Committee

P. T. O.

Sr. No. of Transfer	Date of General Body/ Managing Committee Meeting at which transfer was approved	To Whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered.	Sr. No. in the Share Register at which the name of the Transferee is recorded.
1	2	3	4	5
1	Chairman	Hon. Secretary		Committee Member
2	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member