

SUNFLOWER CO-OP. HOUSING SOCIETY LTD.

(Regd No. BOM / WR / HSG / TC / 11969 / 2003-04 Dated 4- 4-2003)

(Registered under the Maharashtra co-op. Societies Act 1960)

Valley of Flowers, Thakur Village, Kandivali (E) Mumbai - 400 101.

Share Certificate No. 096 No. Of Shares _	5 Member's Rean No. 096
Share Cer	620 07 02
This is to certify that Shri. / Smt. / M/s N	IRS. HEMALATHA C. KOTJAN
Mo. P.N CHANDRA PRAKASH	KOTIAN
is / are the registered holder/s of5	fully paid- up shares of
Rs. Fifty each, numbered from 481 to	both inclusive,
in the above named Sunflower Co-op House	ing Society Ltd. Issued subject to
the Bye-laws of the said society.	
Rs. 250/-	Given Under Common Seal of the
	said Society, on this 10 day
	of <u>october</u> 2003
Authorised M.C. Member	Rauslattis July Secretary Chairman
NOTE : No transfer of Shares will be registered u	inless accompanied by this Certificate

(P. T. O.)

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

Transfer No.	Date of Transfer	Regn no. Transfer	Transferred	1 То	Regn no. of Transferee
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SUNFLOWER CO-OP HOUSING SOCIETY LTD.

Valley of Flowers, Thakur Village, Kandivali(E), Mumbai - 400 101. (Regn. No. BOM/WR/HSG/TC 11969/2003-04 Dated 4-4-2003)

Date : 09 0) 204

GSTIN: 27AABAS3181L1Z8

Ref.No	To,
	The Assistant General ManagerBranch/ RACPC Mumbai
	We, M/s Sunflower co-op Housing Society Ltd., hereby clarify that 1. Flat/House No C-406 in Sunflower co-op Housing Society Ltd. situated at Valley of flowers, Thakur Village, Kandivali (East), Mumbai 400101 bearing Survey No CTS/809/A/1/3 has been Allotted to Smt. Hemalatha C. Kotian and Mr P.N.Chandraprakash Kotian
	2. That the total cost of the house/flat is Rs(Rupees Only).
	3. That title to the said land and the building thereon is clear, marketable and free from all encumbrances and doubts to the best of our Knowledge.
	4. We confirm that we have no objection whatsoever to Smt. Hemalatha C. Kotian and Mr P.N.Chandraprakash Kotian mortgaging the flat / house to State Bank of India as security for the amount advanced by the Bank.
	5. We have not borrowed from any financial institution for purchase of land or Construction of building and have not created and will not create any encumbrances on the flat/house allotted to him/her/them during the currency of the loan sanctioned / To be sanctioned by the Bank to him/her/them.
	6. We are agreeable to accept the State Bank of India as a nominee for the flat/house Allotted to Smt. Hemalatha C. Kotian and Mr P.N.Chandraprakash Kotian, and once the A nomination favoring the Bank has been registered and advice sent to the Bank of Having done so, we note not to change the same without the written consent of the Bank.
	Regn. No. Regn. No. Regn. No. BOMWRIHSGITC 1196912003-04 Dated 4-4-2003 AUMBAL 400'01



Let your Dreams Bloom at the Valley of Flowers

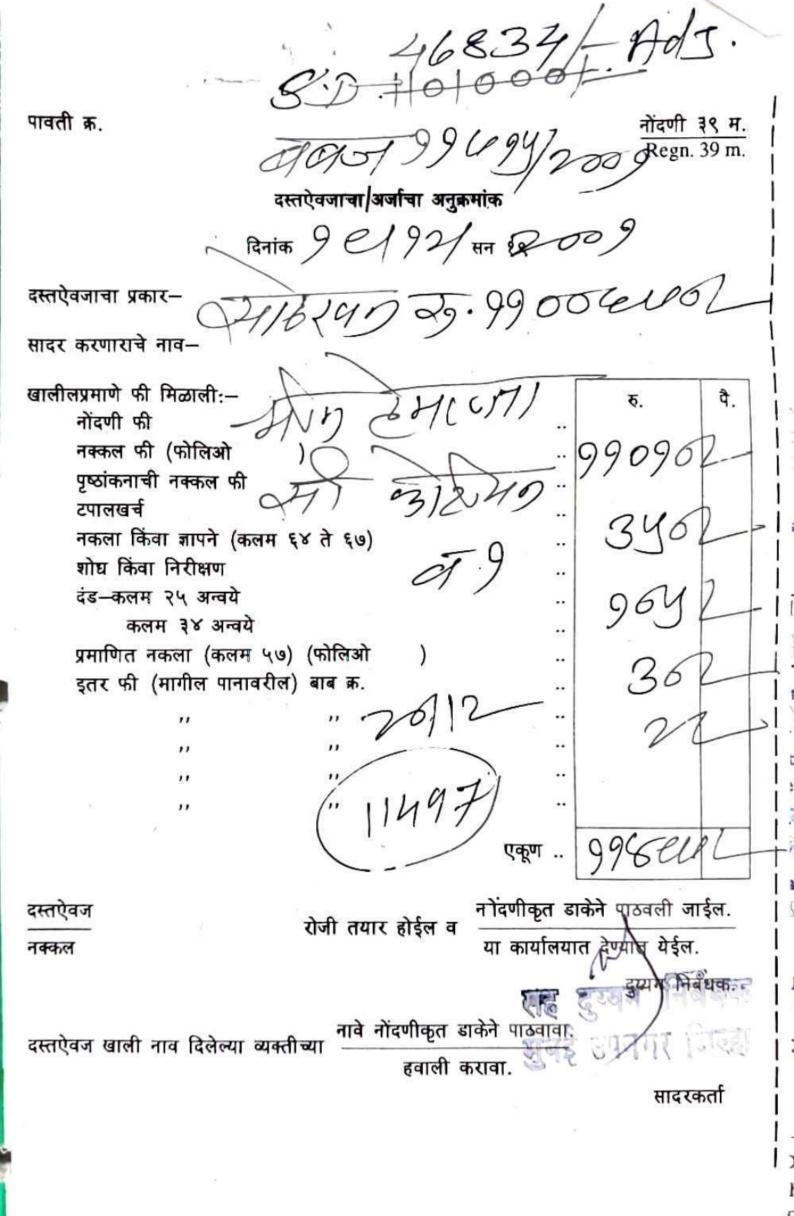




AGREEMENT FOR SALE OF

FLAT NO.	_ 406 ON 47	FLOOR
IN	WING OF SUMFTOUR	BUILDING
PARKII	NG SPACE / STILT NO	•

~ DEVELOPERS ~
GUNDECHA BUILDERS



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ARTICLES OF AGREEMENT made at Mumbai or	this 437 day of 6
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a Partnership Firm. registered under Indian Partnership Act.	GUNDECHA BUILDERS. 1932. having their office at hereinafter called "THE 23
Ashok Raj, S.V. Road, Goregaon (w), Mumbai - 400 062	hereinafter called "THE 23
BUILDERS" (which expression unless it be repugnant to the c shall be deemed to mean and include the partners or partner for	ontext or meaning thereof
the said firm, the survivors or survivor of them, the heirs, exec	die unie being constituting
of such last survivor, his/her/their assigns) of the One part A	ND MR:/MRS./MESSRS . TO
HEMALATHA C. KOTIANG MR, P.N. CHA	in concontraction
residing at / having his / her/ their office at _ DAW 00 D	MANZIC, MANZIC,
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mumans - 400 001.	hereinafter ss it be repugnant to the his/her/their respective the Other Part.
called "THE PURCHASER/S" (which expression shall unle	ss it be repugnant to the
context or meaning thereof shall be deemed to mean and includ	his/her/their respectives
heirs, executors, administrators, and permitted assigns) of t	IO , U H
WHEREAS:	ad 24th July, 1951, duly Hornson 17th November 17th Sold, transferred and m as Byramjee Jeejeebhoy
(i) By and under Registered Deed of Conveyance date	d 24th July, 1951, duly
registered with The Sub-Register of Assurance at Mi 1951, one Nanabhoy Byramjee Jeejeebhoy, as Vendo	or sold transferred and
conveyed to one Byramjee Jeejeebhoy Limited (now know	
	110772662271

Pvt. Ltd.) (hereinafter referred to as "BJPL"). Various pieces and parcles of lands or grounds situated at revenue Village Poisar, Kandivli (E), Taluka Borivli, Mumbai Suburban District, Mumbai, admeasuring 370 acre or thereabouts, (hereinafter referred to as "The Said Larger Lands".)

- One Mura Sura Rabari, since deceased, and his heirs viz. his two widows and children, through the said widows (hereinafter referred to "the said Rabari's") claimed rights on the portion admeasuring about 80 acre and 2 1/2 gunthas of the said Larger Lands. (hereinafter referred to as "the portion of the said larger lands"). The said claim of the said Rabari's was disputed and/or contested by the said BJPL.
- By an Agreements dated 31st October. 1979 and 29th December, 1979, the said Rabari's agreed to sell the said portion of the said Larger Lands to the builders herein for consideration and on the terms and conditions setout therein. Pursuant to the aforesaid Agreements the said Rabari's executed diverse documents, including Power of Attorneys, declaration etc. and put the builders into physical possession of the said portion of the said Larger Lands.
- One of the widows of the said Mura Sura Rabari viz; Subai Mura Rabari and others filed a suit, being Suit No. 1283 of 1980, in the High Court of Judicature at Mumbai, interalia against the builders herein for diverse relief's in respect of the said portion of the said larger lands. By a Consent Decree dated 3rd April, 1981, passed in the aforesaid suit, the said Rabari's, interalia confirmed that the aforesaid Agreements for Sale dated 31st October, 1979 and 29th December, 1979 were valid, and that the builders had paid full consideration to the said Rabari's and that the builders have been duly put into possession of the said portion of the said Larger Lands.
- (v) By an Agreement for Development dated 29th June, 1982, the said BJPL granted development rights to one Bombay Real Estate Development Company Ltd. (hereinafter referred to as the said "BREDCO") in respect of the said Larger lands. The said BREDCO claimed to have been put into possession of the said Larger Lands.
- (vi) One Thakur Brothers, agricultural farms (hereinafter referred to as "the said Thakur Brothers", claimed to be in possession of a part of the said portion of said larger lands. In view of the said claim of the said Thakur Brothers, the builders herein filed a Suit, being Suit No. 1752 of 1983, in the High Court of Judicature At Bombay, for diverse relief's against the said Thakur Brothers.
- (vii) By and under an Order dated 21st December, 1988 in Company Petition No. 868 of 1988, passed by the High Court of Judicature at Mumbai interalia the said Larger Lands vested absolutely, without any further act or deed in Nanabhoy Jeejeebhoy Pvt. Ltd. (hereinafter referred to as "NJPL") subject to the aforesaid agreement dated 29th June, 1982 between the said BJPL and BREDCO. The said NJPL at the request of BREDCO, executed an Irrevocable Power of Attorney dated 28th February, 1989(duly stamped as conveyance, Which is coupled with interest) in favour of BREDCO in respect of the said Larger Lands with ultimate object to more effectively vest the said larger Lands in BREDCO or its nominee or nominees and to execute conveyance and/or conveyances or other Assurances in respect of said Larger Lands and/or parts or portion thereof.
- (viii) In the events that are incorporated above, the said BREDCO claimed to be entitled to develop the said larger lands. The builders were claiming the said portion of the said larger lands. Pursuant to the negotiations the disputes and difference between the builders and the said BREDCO have been duly resolved and settled as recorded in writings in the form of a Memorandum of Understanding dated 30th June, 1992. (hereinafter referred to as the "First MOU"). In pursuance of the First MOU, the builders in the said Suit No. 1752 of 1983 applied for impleading of the said BREDCO and the said NJPL as party defendants to the said suit. In pursuance of the First MOU, a Consent Decree dated 29th August.









1994, came to be passed between the builders on the one hand, the said Thakur Brothers. BREDCO and the said NJPL on the other hand in the said suit No. 1752 of 1983.

(ix) By virtue of the said first MOU and the said Consent Decree dated 29th August, 1994, the said portion of the said Larger Lands came to be divided. A portion admeasuring about 50 acre of land forming part of the said portion of the said larger lands (hereinafter referred to as "the said lands") more particularly described in the First Schedule hereunder written came to be retained by the builders and the said BREDCO. The balance portion admeasuring 30 acre or thereabouts, forming part of the said portion of the said larger lands was confirmed to be in possession of said Thakur Brothers. By the said Consent Decree, it is further provided that in the said lands, (more particularly described in the First Schedule hereunder written) the Builders will have 45% of the said lands, Share, rights, title and interest with a right to use permissible Floor Space Index and the said BREDCO will have the balance 55% of the said lands with a right to use permissible Floor Space Index.

By an orders Nos.C/ULC/D-III/22/4018 dated 20th May, 1998 and C/ULC/D-III/22/2653 dated 16th August, 1999 the Additional Collector and Competent Authority (ULC), Greater Mumbai, Under Section 22 of the Urban Land (Ceilings and Regulations) Act, 1976 granted permission interalia, for redevelopment of the said larger Lands which also includes "Said Lands" upon the terms and condition mentioned therein.

For development the said Lands, the builders and BREDCO have submitted layout proposal and/or scheme to the Municipal Corporation of Greater Mumbal, and that the Municipal Corporation of Greater Mumbai by its sanction dated 27th January. 1999 and dated 26th May, 2000, under Nos. CHE/1807/LOR, approved, sanctioned and amended the said layout and/or scheme.

After sanction of the first layout with a view to crystallize right, title and interest for development of the said 45% and 55% of the said lands by the builders and the said BREDCO respectively, and to implement the said first MOU and the said Consent Decree dated 29th August, 1994, after sanction of the first layout. A second MOU dated 24th February, 2000 (hereinafter referred to as "the said Second MOU") came to be executed by and between builders, said NJPL and BREDCO whereby the rights and the obligations of the said BREDCO and the builders herein in respect of said Lands are crystalised and confirmed. Under the aforesaid second MOU, the said BREDCO and the said NJPL have further agreed to execute such further Deeds of Documents. Power of Attorneys, Conveyances or other Assurances as may be required by the builders for perfecting their right, title and interest in respect of the said 45% of the said lands and/or share therein. In the premises aforesaid, an area of the 47,517.52 sq. mtrs. of land componant is exclusively available to the builders and earmarked and shown delineated on the layout plan thereof hereto annexed and marked as Annexure "A" thereupon surrounded by red colour boundary lines and (hereinafter referred to as "the said property") and a more particular description whereof is given in the Second Schedule hereunder written. The builders have under the aforesaid Decree's and MOU's have become further entitled to the various diverse benefits arising out of reservation falling within the said lands as crystallized under the said second MOU with further rights to use The Floor Space Index (FSI) thereof or the Transferable Development Rights (TDR) or the FSI of the road etc. on the said property or elsewhere.

(xiii) M/s. Gagarat & Co., Advocates, and Solicitors, have issued the Certificate of Title to the Said Lands including the said property being Annexture 'B' hereto.

(xiv) In the premises interalia aforesaid the builders are exclusively seized and possessed of and otherwise well sufficiently entitled to develop and/or dispose off the said property described in the Second schedule hereunder written with all

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benefits as aforesaid or any part thereof.

- As permissible by the Development Control Regulations, the builders intend to As permissible by the Development of the Said Property for the purpose acquire and consume the T.D.R. or Potential on the said Property for the purpose acquire and consume the Library constructions and Development on the said and utilisation in the proposed constructions and Development on the said (xv) and utilisation in the proposed to additions and to be sanctioned. Property and every part thereof. However the sanctions and/or alterations or Property and every part the control of plan herein referred to are subject to additions and/or alterations on account of plan herein referred to are subject to additions and/or alterations on account of plan herein referred to are subject to the said T.D.R. which can be utilised on the said consumption of such T.D.R. The said T.D.R. which can be utilised on the said property and/or any part thereof either by way of developing and/or constructing property and/or any part the leading or wings and/or building or buildings, additional Floor or Floors and/or wing or wings and/or buildings. additional Floor of Floors and/or buildings and/or buildings and/or bungalows or row house including the building and/or buildings and/or bungaiows of Tow House that the being constructed or to be constructed by the structures referred to herein and being constructed or to be constructed by the builders thereupon.
- The builders evolved a scheme for development of the said property and in accordance with said layout/ scheme intent to construct and set up township (xvi) complex known as "Valley of Flowers" by constructing, phasewise, several buildings, upon the said property, comprises of stilts, residential flats/shops/ garages/stilted/open car parking spaces, and other Recreational Areas including Jain Upashraya, Shopping mall, Health Club, Swimming Pool, Jogging Track, Children Park, Gardens, Education Building, and such other aminities etc. in accordance with sanctioned plan and/or in modification, amendments or alteration thereon and to dispose off such premises as aforesaid in such building or buildings/structures to be constructed on the said property on what is known as "Ownership".
- The builders have employed the services of an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of Structural design and drawings of the Several buildings to be Constructed upon the said property. The Developers have accepted the professional supervisions of the Architect and Structural Engineer till the completion of the said entire Township complex and/or scheme of development of the said property.
- (xviii) The builders are desirous to develop the said property in phasewise, in the first phase by constructing eight or more buildings to be known and/or indentified as: -(1) ORCHID, (2) ASTER, (3) GARDENIA, (4) TULIP, (5) COSMOS. (6) LOTUS. (7) MARIE-GOLD and (8) SUN-FLOWER, etc. at present envisaged and/or by such other name or names comprising of a stilt with eight upper floors with intent to put up further floors on the aforesaid buildings, consisting of residential flats, shops/car parking space, along with other recreation areas and facilities as aforesaid on the said property in accordance with said sanctioned by Municipal Corporation of Greater Mumbai, (hereinafter referred to as M.C.G.M.) and to sell such aforesaid various premises in the said buildings, to the persons or party of the choice of the builders and to receive the entire sale proceeds thereof for the exclusive benefits of the builders. Builders propose to construct remaining Buildings and/or structures on the said property in other phase as may be determined by the builders.
- As recited above, M. C.G.M. have sanctioned layout and/or the building plans (xix) for construction of aforesaid buildings interalia along with other aforesaid recreation areas, and facilities upon of the said property, and have issued Intimation of Disapprovals (I.O.D.) under No.CHE/A-2061/BP (WS)/A to CHE/A-2067/BP/WS)/A all distributions of Disapprovals (I.O.D.) under No.CHE/A-2061/BP (WS)/A to CHE/A-2067/BP/WS)/A all distributions of Disapprovals (I.O.D.) under No.CHE/A-2061/BP (WS)/A to CHE/A-2067/BP/WS)/A to CHE/A-2067/BP/WS/A-A-2067/BP(WS)/A all dated 8th January, 1999 and No. CHE/A-2377/BP (WS)/A dated 28th December, 1999 and work Commencement Certificates in respect of the aforesaid buildings. However sanctioned plan referred to herein are subject to additions and/or alterations on account of utilisation of such T.D.R. thereupon or otherwise and in pursuant to said IOD's and Work Commencement Certificate, the builders have commenced the construction work of the aforesaid buildings on the portion of the said property more particularly described in the Second Schedule hereunder written.(which is forming part of the said larger

- (xx) The builders have entered into or will be entering into a separate Agreements with several persons and/ or parties for sale and disposal of interalia residential premises shops and parking space in the aforesaid buildings being constructed and/or to be constructed by the builders on the said property.
- (XXI) Copy of Certificate of Title issued by the said Attorney, copies of Property Register Cards known as P. R. Cards of the said larger lands, as also copy of the plan and specification of the premises agreed to be purchase by the purchaser/s, as approved by the concerned local authorities, are annexed hereto and marked Annextures B,C (Collectively) and D respectively.

The Purchaser/s has/have demanded from the builders and the builders have given to the purchaser/s copies of and/or full free and complete inspection of all the hereinbefore recited documents of title relating to the said property. Agreements. MOU, said courts proceedings and orders and said consent terms, approvals/ permissions. I.O.D. work commencement certificates, plans, specifications, and designs of the said building/buildings and license, authorities and all other documents set out herein and as required to be shown to the purchaser/s under the provisions of Maharashtra Ownership (Regulations of Promotion of Construction, Sale Management and Transfer) Flat Act 1963 (hereinafter called "MOFA") and the Rules made thereunder as amended up to date and purchaser/s confirm that he/she/they has/have entered in to this Agreement after inspecting the aforesaid all papers, documents/orders, with express notice of contents thereof, including terms, conditions and covenants therein and purchaser/s is/are satisfied with the same and have no further or other information discloser to be required from builders.

Subject to all that is stated in these presents the builders have agreed to sell to the purchaser/s and the purchaser/s have agreed to purchase and acquire from the builders on what is popularly known as "Ownership Basis" the said premises at or for the consideration of RS. 11,00,600/2 (Rupees Eleven Statements) Seventy 21 only), and the said parking space for consideration of RS. (Rupees only) and upon the

terms conditions and covenants mutually agreed upon by the parties hereto and hereinunder mentioned in this Agreement.

(xxv) Prior to or simultaneously with the execution hereof the Purchaser/s has/have paid to the builders an earnest amount as mentioned herein for the purchase of the said premises agreed to be sold by the builders to the purchaser/s (the Payment and receipt whereof the builders do hereby admit and acknowledge) and purchaser/s agreed to pay to the builders balance of the sale price and price of the Parking space and other agreed amounts in the manner as set out hercunder.

(xxvi) In the premises aforesaid parties hereto are desirous of recording the terms

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and conditions agreed between them as hereinafter appearing:-

NOW THESE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

- 1. The builders have commenced, construction and development of interalia a residential Township to be known as "Valley of Flowers", on the said property described in the Second Schedule hereunder written, in accordance with said scheme/ layout and shall propose to construct building/ buildings, and/or multistoreyed buildings interalia consisting of stilts and eight upper floors at present envisaged in accordance with plans, designs, specifications sanctioned and to be sanctioned by the concern authorities including Municipal Corporation of Greater Mumbai (hereinafter called M.C.G. M.) with or without changes/ amendments/ modifications or variation as the builders may consider necessary or as may be required to be modified or amended by M.C.G.M. or other concern authorities, and which plans have been kept at the building site and in the office of the builders for the inspection which the Purchaser/s has/have also seen and approved.
- The builders have informed the Purchaser/s and the Purchaser/s is/are aware 2. that the builders propose to develop the said property, interalia by construction of building/buildings as at present envisaged, as per the said layout /Scheme in respect thereof prepared and got approved from the M.C. G. M. as aforesaid, the builders shall also construct such number of further building/buildings 🕸 may be permitted by M.C. G. M. on the said property. The builders shall also construct certain additional structure or structures interalia, for providing Recreation areas and facilites on the said Property including interalia, shopping mall. Health Club. Swimming Pool, Jogging Track, Children Park, Jain Upashraya, Garden. School etc. and other recreational facilities at present envisaged by the builders as they the builders may at their absolute discretion determine in accordance with the plan which may be approved and sanctioned by the concern authorities. The development work will be carried out by the builders in phase manner as per the phased development programme to be determined by the builders at their absolute discretion from time to time. The builders may as required by the concerned authorities and/or in their (i.e. Builder's) absolute discretion from time to time vary, amend, change and/or alter the layout/scheme plan of the said property or the building/buildings/structures Plans in respect of one or more of the said buildings/structures. As part of such variation, amendment and/or alteration in the layout/scheme and/or in the buildings plans. the builders may change location of the said buildings / structures or any one or more of them and the builders may also construct additional areas by constructing additional wings and/or floors to one or more to the said buildings and may also construct such additional buildings on the said property as may be approved by the M.C. G. M. and other concerned authorities. The Purchaser/s hereby irrevocably agrees and give his/their express consent to the builders to carry out from time to time whatever amendments, alterations, additions, modifications and variations to the said layout / Scheme in respect of the said Property and/or said plans of the building/ buildings for construction of additional areas by construction of additional wings to and/or for construction thereon of independent additional structure/building by way of utilising such available T.D.R. as may be approved by the M.C.G.M. and/or concerned authorities, however the builders will obtain prior consent in writing of the purchaser/s in respect of only such variation or modification as effect the area of the premises agreed to be purchased by the purchaser/s but not otherwise. The Purchaser/s hereby also gives his/their irrevocable and express consent to the builders, for developing and/or building the said property in such phased manner as the builders may determine even after the builders shall have given to the Purchaser/s possession of the said premises hereby agreed to be sold. The builders shall accordingly be entitled to develop the said Property in a phased manner to be determined from time to time by the builders including by making changes from time to time in the said layout/scheme plan in respect of the said Property and/or in the Building plans of one more buildings/structures to be constructed as aforesaid, including







the Buildings which at present are not envisaged by the Builders. The Purchaser/s hereby agrees to give all the facilities and assistance to the builders as the builders may request from time to time after the builders shall have delivered possession of the premises agreed to be sold to the purchaser/s, but at the cost and expenses of the builders so as to the enable the builders to complete the entire development of the said property in the manner that may be determined by the builders.

- 3. The builders hereby agree to observe to perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by the concerned local authority and/or M.C.G.M. at the time of sanctioning of the said plan or thereafter and shall, before handing over the possession of the said premises to the purchaser/s, obtain from the concerned local authority i.e. M.C.G.M. occupation and/or part occupation and/or completion certificates in respect of the said premises.
- 4. The purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the builders to the said Property and he/she/they shall not be entitled to further investigate the title, rights, powers and authorities of the said NJPL and BREDCO and/or of the builders and no requisitions or objection shall be raised upon any manner relating thereto or howsoever in connection therewith.. The purchaser confirm having inspected the original Certificate of Title issued by M/s. Gagarat & Co., Advocates & Solicitors. The purchaser/s confirm that the copy annexed hereto being annexture 'B' hereto, is the true copy of the said Original Certificate of the title inspected by the purchasers. Purchaser/s accept the said Certificate of Title.

The Revenue Records relating to said property stands in the name of the said NJPL and the copies of the relevant P. R. Cards etc. being annextures C (collectively) hereto. The purchaser/s confirm that the inspection of the said original Revenue Record is taken by the purchaser/s prior to the execution of these presents and the copies annexed hereto are the true copies of the original record inspected by the purchasers/s.

At the request of the Purchaser/s, the builders agrees to sell to the Purchaser/s and Purchaser/s hereby agree to purchase from the builders Shop/ Flat bearing

No. 406 on the 4th floor of ____ wing (hereinafter referred to as said wing) in the Building No. 8 to be known as SUNFLOWER (hereinafter referred to as "the said Building") admeasuring about 570 sq. feet. Salable

Area (which is inclusive area of balcony/ies) (hereinafter referred to as the said premises) on what is popularly known as "Ownership Basis" at or for the price of RS. 11.00.670h /- (Rupees Eleven Lack Six Hundred Seventy and premises) only) (inclusive of the price of the proportionate price of the common areas and facilities appurtenant to the said premises) together with the fittings, fixtures and amenities as set out hereinunder. The



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ore completion of 8th slab	of the said wing of th	ie said building.
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On possession of the said premises being offered by the builders to the purchasers as Licensee pending execution of Deed of Conveyance and/or Lease Deed or Transfer Deed in favour of the Society, Limited Company or Condominium or body or Association and/or federation of societies as the case may be (hereinafter referred as "said organisation") to be formed by the purchaser/s of all the premises in the said building and/or buildings/structures as hereinafter provided and upon execution of such conveyance or conveyances, lease etc. such personal licence to enter upon and enjoy the said premises in favour of the purchaser/s shall automatically become absolute possession of the purchaser/s.

- 8. It is specifically agreed that irrespective of change in percentage of individual share of the said premises in the common areas and facilities, the purchase price agreed herein shall not increase or decrease the intent of the parties being that the said premises are sold to and purchased by the purchaser/s with all the appurtenance rights for lumpsum price as mentioned hereinabove.
- 9. The Purchaser/s shall pay the amounts as aforesaid as also all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the each of said payments is of the essence of the contract. The builders will forward to the purchaser/s intimation of the builders having carried out the aforesaid work at the address given by the purchaser/s under this agreement and the purchaser/s shall be bound to pay the amount of installments within seven days of builders despatching such intimation under







Certificate of Posting at the address of the purchasers as given in these presents, and the builders will keep the original certificate of their Architects certifying that the builders have carried out given items of work and such certificate will be open for inspection by the Purchaser/s at the office of the builders and such Certificate shall be valid and binding upon the purchaser/s and purchaser/s shall not dispute the same, such intimation shall be valid and binding upon the Purchaser/s and Purchaser/s agrees not to dispute the same. It is expressly agreed that non-delivery or loss of the letter of intimation requesting payment of any moneys from the purchasers shall not be treated an excuse for non-payment by the purchaser/s in payment of the money due.

10. The purchaser/s is/are aware and the Purchaser/s expressly agrees that the parking spaces in the compound as also the stilts of the said building shall belong to and be at the complete disposal of the builders, who shall be entitled to sell the same. Only such of the purchaser/s of flats and premises in the said building as shall have separately agreed to purchase a parking space shall be entitled to have exclusive use of such parking space so agreed to be sold to him and the purchaser/s in the said building, who shall not have agreed to purchase parking space separately from the builders will not be entitled to have any use of the parking space. The builders shall be entitled to sell the parking space at such price and to such persons as the builders may as their absolute discretion determine including to those who shall not have purchased any premises in the said building or any other building on the said property and the Purchaser/s herein shall not be entitled to raise any objection to the same.

The builders shall be entitled to put up and/or make available and dispose off on their own account, the enclosed garages (if permitted by the M.C.G.M.) in the compound of the said building and also covered open / stilted car parking spaces the said Building/s.

he Purchaser/s has/have hereby expressly agrees to purchase parking space
No. _____ in the compound/under the stilts of the said wing of the said building
(hereinafter referred to as "the said Parking Space"). The total purchase price
agreed to be paid by the Purchaser/s to the builders for the said parking space
shall be Rs. _____ /- (Rupees

only) and the same shall be paid by the Purchaser/s to the builders at the time of taking possession of the said Premises. The said purchase price of the Parking space is in addition to the purchase price to be paid by the Purchaser/s for the said premises. Purchaser/s agrees and undertake to use the said Parking Space only for Parking Vehicle belonging to the purchaser/s and for no other purpose or purposes whatsoever.

The lumpsum purchase price of the said premises is exclusive of Electricity / Water/ Telephone/ Cable connection charges/ service as payable or paid to the M.C.G.M. or other concerned authorities as per Rules and Regulations and to be paid proportionately by all the Purchaser/s of premises in the buildings on a demand by builders.

It is hereby expressly agreed between the parties hereto that the aforesaid purchase price is based on and/or calculated with the reference to the presently ruling market price of the building materials and the amenities as also upon rates of wages and other emoluments and expense incurable by the builders and that if there is more than 15% increase in the market price of the said materials and/or other expenses as aforesaid which may be due to scarcity of the materials and/or due to overall inflation or due to any other reason whatsoever, the builders shall be unilaterally entitled to raise and/or escalate the aforesaid purchase price keeping in view such increase as the builders may in their absolute discretion deem fit and the purchaser/s hereby irrevocably consent to such escalation by the builders and it is further agreed that in such event this agreement shall be read and constructed as if the said original increased and/or escalated price was herein mentioned and the same shall be paid by the purchaser/s to

the builders in equal installments with the remaining installments then due or in any event before the grant of license as the builders may demand and/or direct.

- 15. It is expressly agreed that the purchaser/s shall be entitled to the common areas and facilities appurtenant to the said premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Third schedule hereunder written, (The aforesaid provision is applicable in case of (flats/shop/said premises only). The purchaser/s hereby authorize the builders to make changes in the percentage of undivided interest of the said premises in the common areas and facilities aforesaid in the event of there being any change in the layout plan of the said property and/or building/s, plan of the buildings, including said building to be constructed on the said property.
- 16. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities appurtenant to the said premises and the nature extent, and description of such limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Fourth Schedule hereunder written. (The aforesaid provision is not applicable in case of parking Space/area Covered under stilt and other similar Areas).
- 17. The Builders hereby declare interalia that the said Floor Space Index available in respect of the said property and that no part of the said floor space index has been utilised by the builders elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the builders elsewhere, then the builders shall furnish to the purchaser/s all the detailed particulars in respect of such utilisation of said floor space index by them. In case while developing the said property the builders has utilised any floor space index of 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 builders to the purchaser/s. The residual F.S.I. in the said property not consumed will be available to the builders till the completion of entire development scheme in all respect of the said property and upon execution of the conveyance/s etc. in favour of said organisation as set out herein.
- 18. The Purchaser/s declares and confirms that he/she/they is/are aware that the said building may be inter-connected building along with other buildings under development by the builders.
- 19. The Purchaser/s doth hereby further declare and confirm that he/she/they shall have no right, title, interest, claim or demand to the other inter-connected or adjacent building or buildings to the said building and shall not object or dispute the right of the builder to rest, connected or supported adjoining wing or wings of the other building or buildings or as may be amended or modified from time to time by the builders and the right of the purchaser/s is restricted to the said building and the said premises as set out herein.
- 20. It is expressly agreed that the said premises shall contain (Save and except car parking space, area covered under stilt which shall be a normal brick structure with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in Fifth schedule hereunder written and the Purchaser/s confirms that the builders shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said premises. The Purchaser/s has satisfied himself/themselves about the design of the said premises and of the said building in which the said premises are located, as also the said The Purchaser/s however agrees that the builders reserve the right to change specification, fixtures, fittings and amenities to be provided in circumstances wherein there is an uncertainty about the availability of fixture, fittings or amenities or the materials required to be provided, either in terms of quantity

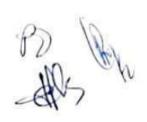






and/or quality and/or delivery and/or for any other reason beyond the control of the builders. In such circumstances the builders shall substitute the fixtures, fittings and amenities without any approval of the purchaser/s, in order to enable the builders to offer possession of the said premises on the stipulated date. The purchaser/s agrees not to claim any rebate or discount or concession in the purchase price on account of any change or substitution in the fixtures, fittings or amenities by the builders, in the circumstances aforesaid.

- 21. It is expressly agreed between the Builders and the Purchaser/s and the Purchaser/s confirm/s that he/she/they are aware that:-
 - That the said Property has the potential T.D.R. (Transfer of Development Rights) and the builders are entitled to receive and/or claim the said T.D.R. and consume the same on the said Property or any part or portion thereof, for their own benefit exclusively. The Purchaser/s hereby expressly agrees and consent/s to the use of the said T.D.R. by the builders on the said Property any part or portion thereof or elsewhere and/or to sell and dispose of the said T.D.R. to any person on such terms and conditions as the builders in their sole and absolute discretion deem fit. The purchaser/s agrees that the purchaser/s herein and/or the purchaser/s of other premises in the said Building/s constructed on the said property and/or the said organisation and/or federation of such organisation shall have no right, title or interest of any nature whatsoever in the said T.D.R. and/or other benefits that may be available and/or granted by the M.C.G.M. and/or other bodies or authorities in respect of said property any part/ portion of the said property and the builders are absolutely and exclusively entitled to the same.
 - The builders are entitled to the said T.D.R. as aforesaid and/or any other right i.e. F.S. I. (Floor Space Index) and/or compensatory F.S.I. that may be made available in accordance with the policy framed by the concerned authority from time to time in lieu of surrendering of any reserved portion of said Lands/ Property or any of them or any part thereof and to receive and utilise the said or other T.D.R. or F.S.I. that may be granted in respect of such reserved portion of said Lands/Property or any of them or any part thereof or otherwise as also the rights of development and /or construction on the any of the portion of said property as the receiving plot, and/or the same or fully exploiting the said or other T.D.R. or F.S.I. available from the said reserve portion of said Land/Property or any of them or any part thereof or otherwise or to which the builders may be entitled by way of development and/or construction on the any portion of said property.
 - (c) The builders shall be entitled to exploit and/or consume the said T.D.R. and /or FSI and/or other benefits either by way of developing and/or constructing additional storey or storeys on the said building and/or wing or wings to the said building and /or building or buildings and/or any other structures on the said property and/or any part or portion thereof and the builders shall be entitled to sell the flat with or without terrace, stilt/parking space and receive the entire consideration amount for their own absolute use and benefits.
 - (d) The builders are entitled to consume the entire and further increased FSI in respect of said Lands/Property that may be at any time be granted or made available by the reason of any increase in FSI and/or by changes in the Development Control Regulations from time to time.
 - (e) That in future the builders are entitled to purchase and/or likely to receive and/or acquire and consume on the said property further FSI by way of TDR and/or additional ES.I. as may be available under the Provision of the Development Control Regulation. Which ES.I./TDR could be utilised by developing and/or constructing additional storey/storeys and/or wing



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or wings and/or building or buildings and/or by developing and/or or wings and/or building on the said Property and/or any part or portion thereof and/or by constructing additional floor on the said or portion thereof and/or by building. The Purchaser/s hereby consent authorise and allow the builders to use consume such FSI. TDR, for the purpose of construction of any to use consume such 1 on the said building and/or new or extended additional flat and/or Floor on the said building and/or new or extended building on the said property adjacent to the said building proposed or under construction thereon or which may be proposed in future according to the plans that to are sanctioned or that may be sanction in future. In the aforesaid event, the builders shall be entitled to deal with, develop, dispose off alienate, encumber and transfer such additional floor or floors or premises and building or buildings or structures for such consideration and to such party as the builders may desire without reference or recourse or consent of the Purchaser/s in any manner whatsoever and the purchaser/s personally and through their organisation and/or Federation of such organisation that may be formed, agree/s not to dispute or object to the same, including the construction thereof in any manner whatsoever.

- 22. The Purchaser/s confirm that the builders have given full, free and complete inspection of documents of title in respect of the said property including the said Certificate of Title, documents, orders, consent Decrees, and court proceedings mentioned herein above as well as set out in these presents including plans, designs, specification, sanction plan, layout scheme, I.O.D., Commencement Certificates etc. and the purchaser/s confirm that he/she/they has/have entered into this agreement after taking full free and complete inspection of the aforesaid documents.
- The Purchaser/s hereby confirm /confirms that the installments payable by the 23. Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the purchaser/s to the builders is of the essence of the contract. If the purchasers make delay or default in making payment of any of the installments and/or any other amounts, the builders shall be entitled to interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the builders without prejudice, to their other rights in law and under these presents. It is further agreed that on the Purchasers committing default in payment of either the installments or any other amount or amounts under these presents on their respective due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and/or development charges and all other outgoings) the builders shall be entitled/ at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the builders after giving to Purchaser/s 15 days prior notice in writing of their intention to terminate this agreement and specifying therein the breach or breaches of the terms and conditions on account of which the builders intend to terminate the agreement and if the purchaser/s continues the default in remedying such breach or breaches within the stipulated period of 15 days from the date of such notice from the builders. It is further agreed that upon termination of this agreement as stated herein, builders shall forfeit the earnest money deposit, and thereupon these presents shall stand cancelled and purchaser/s shall have no claim right over the earnest money deposit or the said premises and the builders shall refund the balance monies which the Purchaser/s may have till then paid to the builders (but without any interest, compensation damage or costs) sixty days after the termination of the agreement and the builders shall be at liberty to dispose off and sell the said premises to such third party or person or persons and at such price and on such conditions as the builders may desire and deem fit in their absolute discretion and purchaser/s shall have no right to dispute the same in any manner whatsoever. The Purchasers also agrees that the payment and delivery of the said refund by payee/s Account Cheque to the Purchaser/s of the address given by the Purchasers in these presents (whether the purchasers

encashs the cheque or not) shall be deemed to be a refund of the amounts so required to be refunded by builders without prejudice to above and other rights of builders in Law and / or under this agreements builders may at their own option accept from the purchaser/s payment of the defaulted installments or other amount on the purchaser/s paying to builders interest on defaulted amounts at the rate of 24% per annum for the period during which the payments has been delayed.

has been delayed. 24. The builders will sell the premises intended to be constructed on the said property with a view ultimately that the purchaser/s of all the premises in the said building/buildings shall be admitted to the said Organisation and upon the Purchaser/s of all the premises in all the building/s, paying in full their respective dues payable by them to the builders and complying with the terms and conditions of their respective agreements with the builders and only after the entire Development and/or Layout/ Scheme of said property shall have been fully developed, and all flats/parking spaces/shops and other buildings/ structure/s that may be constructed on the said property is sold and disposed off. The Purchaser/s shall become a Member of the said Organisation and the builders shall execute and / or cause to execute one or more conveyance/ conveyances/ lease and/or such Transfer Documents of the said property and/ or part or portion thereof in favour of the such Organisation, and/or federation of such organisation, until such conveyance/ lease or Transfer Documents is executed the right of the purchaser/s herein shall be confined only to the said premises and the purchaser/s and/or such organisation to be formed of the said property and/or part thereof shall have no right on any portion of the said property including said health recreational area and facilities such conferment shall take place only in favour of the said organisation and/or federation of such organisation. The builders may form separate Co-operative Societies or such organisation or one or more such buildings or wings constructed on the said property and n the event the Purchaser/s to whom the flats/ premises/shops shall have been agreed to be sold by the builders in the said building/s or wings, shall become Member of such Co-operative Society or such organisation to be formed in respect of such Buildings/Wings in which their respective flats are located. In that event builders shall execute separate Conveyance/Lease in perpetuity as set out herein. in favour of each such co-operative society or such organisation in respect of such buildings/ wings on the said property or/of the building/s for which the Society or such organisation shall have been so formed. The builders shall be at liberty to decide whether one or more Society or organisation shall be formed and registered and/or in whose favour the said property described in the Second schedule hereunder written or part or portion thereof together with the Building/ Buildings under construction or to be constructed thereon pursuant to the said scheme of development, shall be if require, transferred to such organisation and/or Federation of such organisation. The builders shall have discretion to execute Deed of Conveyance/lease as the case may be of the said entire property together with all buildings, and structures thereon alongwith the street lights. internal layout, road, drainage etc. together with the said health recreation areas and facilities, and if require with the said Education Building (subject to the right of the said Trust to the said Education Building as Provided herein) in favour of such Society or such Organisations and/or Federation of such organisation to which each of the said Organisation shall be become member thereof, and such federation of organisation shall grant lease of such portion of such building and/or such buildings and/or such portion or part of said property in Perpetuity for 999 years for a nominal annual rent of RS. 1/- (Rupees one Only) to the concerned member/ Society or Organisation as the case may be. including to the said Trust (Gundecha Charities) with absolute rights and authority to each such members of federation of organisation, and also to the Trust to deal with or dispose off, develop, transfer, assign its respective lease hold interest without having to take prior permission of such Federation of Organisation and in such event, all the said infrastuctures including internal roads, street lights, drainage and health recreation areas and facilities etc. (excluding the said Education Building) shall be managed and maintained by

> such federation of organisation. It is expressly agreed that save and accept, the annual rent of RS. 1/- as aforesaid and what is provided herein, the said Trust



shall not be liable to pay any amount of howsoever and whatsoever to the said federation of organisation. The said federation of organisation shall manage and control interalia the said health recreation areas and facilities in accordance with the rule and regulation and by-laws so framed by the builders and as may be modified from time to time shall be final and binding upon all the members and the users of the health, recreation, areas and facilities. Until such time as the entire development project of said property is completed in all respect and the possession of all the buildings/structures and the said property and every part thereof are transfer, by executing conveyance/s and/or lease or such Transfer deeds to and in favour of such organisation and/or federation of organisation as provided herein and in these presents, the ownership of said premises, said building and all other buildings/structures and all other areas, flats/premises and every part of the said property shall be with the builders alone.

- The builders shall give offer for handing over the possession of the said premises 25. to the Purchaser/s on or before _ day of Kearly for 18 is upon payment of purchase price and other amount payable by the purchaser/s to the builders under this agreement, provided that no breach of any of the conditions of these presents are done by the purchaser/s, provided further that the builders will not incur any liability if the builders fails or neglect's and/or unable to offer possession of the said premises on account of the reasons beyond their control and of their agent as per the provisions of Section 8 of the Maharashtra Ownership Flat Act. 1963, by the aforesaid date or dates prescribed by Section 8 of the said Act, and/or such further date as may be mutually extended, then it shall be at the option of the Purchaser/s to terminate this agreement in which event the builders shall on demand refund to the purchaser/s the moneys paid by the purchaser/s to the builders together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the builders. till offer of the refund thereof and till such offer of refund of such amount, such amount and interest shall subject to prior encumbrances, if any, be a charge on of the said premises as well as construction or the building in which the said. premises is situated to the extent of the amounts due to the purchaser/s. However, after receipt of such refund notice by the purchaser/s, the builders shall be at liberty to sell and dispose off the said premises to any third person or party of the choice of the builders, whether refund is accepted and realised or not by the Purchaser/s, when this agreement shall stands terminated and it is agreed that upon the said termination as aforesaid the purchaser/s shall have no right. title, interest, claim, demand or disputes of any nature whatsoever against the said premises and/or the builders. Provided that the builders shall be entitled to reasonable extension of time for giving the offer of delivery of possession of the said premises if the completion of the building in which the said premises is to be situated is delayed on account of non-availability of cement, steel, water, or other building materials or electric supply and/or subject to strikes, civil commotion, riots, war or on account of any Act of God such as earthquake, flood or any other natural calamities or on account of any notices, order, Rule. Notifications of the Government and/or other public body and/or Competent Authority and/or there is delay in issue of required occupation or completion and/or concern certificates by the concerned Authority or by reason of any national or international happenings or events and / or such other acts, causes and circumstances beyond the control of the builders, the resultant repercussion or effect thereof directly or indirectly affects the progress of construction and delivery of possession.
- 26. The Purchaser/s shall take possession of the said premises within 15 days of the builders offering to give possession by giving written notice to the purchaser/s intimating that said premises is ready for use and occupation. Upon the Purchaser/s taking possession to enter into the said premises as Licensee he/she/they shall have no claim against the builder/s as regards the quality of the building materials used for construction of premises or the nature of the construction of the said premises or otherwise however provided that if within a period of three years from the date of granting license of the said premises to the purchaser/s as licensee/s the Purchaser/s brings to the notice of builders

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any defect in the said premises or the building in which the said premises is situated or the material used therein or any unauthorised change in the construction of the said building then, wherever possible such defects or unauthorised changes shall be rectified by the builders at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the purchaser/s shall be entitled to receive from the builders reasonable compensation for such defect or change.

- The Purchaser/s hereby agree/s that in the event of any amount by way of premium 27. or security and/or charges deposit is payable to the M. C. G. M. and/or to the State Government and of Bombay Suburban Electric supply Co. Ltd. and/or Tata Electric Company and/or betterment charges or development tax or security deposit and/or charges for the purpose of giving water connection, drainage connection and electric connection and/or other tax or payment of a similar nature becoming payable by the builders, the same shall be paid by the Purchaser/ s to the builders in proportion to the area of the said premises within seven days of demand (time being the essence of the contract) and in determining such amount, the discretion of the builders shall be conclusive, and binding upon the purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include Pro-rata charges which the purchaser/s may be called upon to pay to the builders in respect of installation of waterline. water mains, sewerage line, sewerage mains, electric cable, electric Sub-station (if any) and making and maintaining of Internal Roads, and access to the said property, drainage, layout and all other facilities till the charge of said property is handed over to the said organisation of all purchaser/s of all Buildings to be constructed upon the said property.
 - (i) The Purchaser/s hereby agree/s to and shall pay to the builder/s at the time of grant of license to enter and/or delivery of possession of the said premises whichever is earlier, the following amounts.
 - (a) Rs....../- Towards share money, entrance fees and membership of the said organisation.
 - (b) Rs...../- Towards the legal charges and expenses of this agreement and same is not refundable.
 - (c) Rs. 3. Crool- /- Towards the electrification and meter deposit and the same is non-refundable.
 - (d) Rs...../- Towards 1(one) year's provisional outgoing for Municipal taxes, water bill, common electric bill, etc. and all other society expenses of such organisation and/or all outgoings of said building.
 - (e) Rs..../- Towards the formation and registration of the said organization and the same is not refundable.
 - (f) Rs..../- Towards the development charges and the same is not refundable.

 - (h) Total Rs 38/320/- /-
 - to be paid on or before license to enter and/or delivery of possession of the said premises is given whichever is earlier, to the purchaser/s, no interest will be payable thereon by the builders. The aforesaid amounts are agreed to be paid by the purchaser/s to the builders without prejudice to the right of the builders to recover other amounts including development/ betterment charges and other amounts from time to time under these presents.







- (iii) The aforesaid amounts at item(a) above will be transferred by the builders to the said organization and the purchaser/s hereby agree not to demand refund of the said amounts at any time prior thereto.
- (iv) The builders shall utilize the said amounts mentioned in sub-clause(e) in connection with formation and registration of the said organization.
- An amount equivalent at the rate of Rs. 20/- (Rupees Twenty only) per (v) sq. ft. of the area of the said premises mentioned in sub-clause (g) above which together with a similar amount by the other purchaser/s of premises shall constitute a corpus fund dedicated to maintenance of the common infrastructure and general amenities and facilities including said health recreation areas and facilities and aggregate of the amounts so deposited by all purchaser/s shall be kept in a separate account or with any Institution at the descretion of the builders and the interest thereon will be utilised for the purpose of maintenance of the said common infrastructure aforesaid including said health recreation areas and facilities. The deposit amount paid by each purchaser/s shall be non refundable and will always form part of the corpus fund dedicated for the above purpose. The said corpus fund will be paid to the such organisation or such federation of organisation by the builders after the execution of the Deed of Conveyance/ Lease and/or other transfer documents for transferring the said property in the name of the said organisation or federation of organisation and registered such transfer deed in its favour after deducting the amounts recoverable / receivable from the purchaser/s and/or such organisations from the maintenance account or against any demand made by the builders to the purchaser/s/ and/or organisation or members of the Organisation in terms of this agreement.
- (vi) The purchaser/s agrees not to demand any account or refund of the amounts under Sub-clause (b) to (f) above.
- 29. The Purchaser/s agrees/s that the builders are not bound to give notice requesting payment of amounts due under these presents on respective due dates stipulated herein and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts on their respective due dates.
- 30. It is expressly agreed between the builders and the purchaser/s that the said flat premises shall be utilised for residential purpose and shop premises for commercial purpose and car parking space covered under the stilt/compound shall be used only for parking of vehicles pertaining to the purchaser/s and for no other purpose or purposes whatsoever. The purchaser/s agree not to change the use of the said premises and/or parking space without prior consent, in writing from the builders, which builders will be entitled to refuse if they so desire any unauthorised change/s of user by the purchaser/s shall render this agreement void/voidable and the purchaser/s in that event shall not be entitled to any right under or arising out of this agreement.
- 31. Notwithstanding anything contained in this agreement the Purchaser/s hereby agree/s to contribute and pay his/her/their proportionate share interalia towards the costs, charges, expenses, municipal taxes, outgoing, betterment charges and in respect of item specified in the sixth schedule hereto. Such share to be determined by the builders having regard to the area of each premises. The purchaser/s hereby agree that he/she/they shall not be entitled to ask for the said expenses, and/or against municipal taxes, outgoing, betterment charges etc.
- 32. So long as each premises in the said building/buildings shall not be Separately assessed by local body M.C.G.M. for the purpose of property Tax. N. A. Tax. Municipal Taxes, water taxes, and rates etc. and betterment charges the purchaser/s shall pay the proportionate share of aforesaid such taxes rates and

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other outgoings assessed on the whole building and/or buildings, including said premises and parking space such proportionate share to be determined by the builders on the basis of the area of each flat / premises with or without parking spaces in the said building and other areas attached thereto. The purchaser/s along with the other purchaser/s of premises/ flat with or without parking space, shall not require the builders to contribute proportionate share of maintenance charges of the flats/ shop/ premises with or without parking space and other area attached thereto which are to be constructed or which are not sold and disposed off by the builders. The builders will also be entitled to the refund of the taxes on account of the vacancy of the premises/shop/parking space. The purchaser/s hereby agree to pay all the amounts payable under the terms of this agreement as and when they become due and payable including interest at the rate of 24% per annum, time in this respect being the essence of the contract.

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The purchaser/s confirm that he/she/they are aware that in accordance with the said scheme/layout the builders are proposed to construct certain roads, street lights etc. interalia, for the common use and benefit of all the purchaser/s in the said complex of Valley of Flowers including purchaser/s herein of the various premises/shop/parking space of all the buildings/structures under construction and proposed to be constructed on the said property. The builders shall also construct and entitled to construct on the said property or any part or portion thereof, as the builders may at their absolute discretion determine, in accordance with the plan which may be approved by the concerned authorities, interalia Health Club, Swimming Pool, Jogging Track, Children Park, Jain Upashraya, Gardens and other recreation areas and/or facilities etc. (hereinafter collectively referred to as the Health recreation areas and/or facilities) as also commercial premises, shops, shopping mall etc. interallia, for all the purchaser/s of all premises/shop etc. in all the building/buildings to be constructed on the said property and earmarked the same for the purpose and use thereof by all the burchaser/s of the premises/shop/ parking space, including purchaser/s herein in the aforesaid layout/scheme of the said property . The builders shall be entitled to make such Rules and Regulations and Bylaws for orderly, safe and secure use and enjoyment of the Swimming Pool and the health club and its facilities and amenities. The Rules and Regulations and Bye-Laws so framed as may be modified from time to time shall be final and binding on all users of the Swimming Pool and the health club and its facilities and amenities. Such Rules and Regulations will provide for payment of an amount per month by way of User Fee to meet the maintenance and repair costs, charges and expenses of the Health Club and Swimming Pool and its Infrastructure. Each purchaser/s shall be entitled to become a member of the said organisation and until he/she/they/ it remains member of the organisation shall be automatically entitled to be admitted as a member of the Health Club and/or Swimming Pool on his/her/ they/it paying to the builders the amount by way of lumpsum subscription fee to the builders as may be determined by them together with a monthly users fee on he/she/they/it undertaking to abide by the Rules and Regulations and Bye-laws. It is agreed that no outsider (that is, a person who is not a member of the organisation and is not entitled to be a member of the said organisation) shall be admitted to membership of the Health Club and Swimming Pool. The membership of each member shall automatically cease upon his/her/them/it resigning as member of the Said Organisation or transferring his/her/their/its flat/shop/premises in that event the builders shall not be liable to refund the subscription amount paid by such member. Such subscription shall also not ensure to the benefit of the incoming member of transferee of the shares and premises. However, the builders shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and said health recreation areas and/or facilities by reasons of the fact that the aforesaid amount by way of said subscription or user fees is paid by the purchaser/s to the builders and the builders will endeavour in reasonable manner to provide for the same. It is agreed that upon completion of the entire development work of the said property, and subject to what is stated in these presents, the said internal layout roads, street lighting and said health recreation areas and/or facilities shall be transferred and/or handed over by the

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builders to the such organisation or federation of such organisation as the builders may deem fit so as to maintain the same through the medium or instrument of such organisation or federation of such organisation as the case may be and whereupon the builders shall be absolved of all their liabilities in respect of the said amount and application, utilisation thereof, including future maintenance and up keep thereof. The purchaser/s declare and confirm that the payment of the said amount as stated hereinabove is over and above the purchase price of the said premises/parking space/shop and also various deposits and charges agreed to be paid by the purchaser/s under these presents and the same shall not be set out and/or adjusted against any other amount or amounts in any manner whatsoever.

- It has been informed by the builders to the purchaser/s and the purchaser/s is/ 34. are aware that under the aforesaid developments scheme/layout, in addition of the aforesaid health recreation areas and/or facilities builders are proposed and entitled to construct an Education Building in accordance with the plan which may be sanctioned by the concerned authority and/or subject to other approval of the local and Government Authorities, upon the portion of the said property which may be selected or earmarked for the Education Building, and at present builders are propose to commence interalia secondary school therein. and other education activities as the builders may at their absolute discretion determine, the Ownership of said Education Building and the portion of land upon which said Education Building is to be constructed and its surrounding areas within its compounds wall including right to own, manage, run and conduct such education activities therein with right to transfer or assign or demise benefit thereof and right to receive admission fees, fees, deposit, advance or such other charges payments, subscriptions, user fees etc. for such education activities, shall be that of a Trust known as "Gundecha Charities' exclusively (hereinafter referred to as the "Said Trust") and the purchaser/s herein along with all other purchaser/s in the said building and/or all other Buildings to be constructed 🛝 upon the said property shall have no right of any nature whatsoever thereto in his/their individual capacity or as purchaser/s through any organisation and/or federation of such organisation as the case may be. The purchaser/s doth hereby declare and confirm that said Education building and said portion of Lands as aforesaid upon which Education building to be constructed shall always belong to the said Trust alone exclusively and purchaser/s shall have no right to the same in any manner whatsoever, purchaser/s further agree and convent not to raise any dispute with regard to ownership of said Trust and rights, management and administration in all respect of the said Education building/ activites by the said Trust and the purchaser/s and/or any of other purchaser/s as aforesaid and/or any organisation and/ or federation of such organisation which may be formed as provided herein shall have no right, title, interest or claim of any nature whatsoever in or upon the said Education building or upon the said portion of Land upon which the proposed education building is to be constructed nor shall have any right, authority or power to interfere in the matter of administration and/or management and/or conduct and /or affairs of the said Trust with regards to the said secondary school and for any other educational and/or permitted and/or other activities which may be carried out and/or conducted and/or provided by the said Trust and all the decision of the said Trust with regard to administration and management including admission to the said school and/or such other educational course/s or any other designated course conducted therein shall be final and binding upon all. If required the said Trust shall be admitted by the said Organisations and / or federation of such organisation, or such society which may be formed as provided in these presents as member thereof on a nominal charge of RS. 1/- (Rupees one only) per year. However, all the outgoing charges interalia taxes and other Government charges including water charges, electric charges, etc. shall be borne paid and discharged by the said Trust.
- 35. The builders have informed to the purchaser/s and the purchaser/s are aware that Jain Upashraya shall be constructed by the builders upon the portion of the Land earmarked, within the area comprising of and surrounded by said



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three buildings (TULIP, COSMOS, & LOTUS) However, it is agreed that irrespective of the formation of such organisation/s and /or federation of such organisation of the premises in the said three buildings, the members of the said organisation/s and/or purchaser/s of the premises in the said three buildings including purchaser/s herein shall not object or obstruct or restrict any of the purchaser/s of the premises in the said Complex of Valley of Flowers or any other Person/ persons or visitor/s and/or followers of Jain religion from visiting and / or use of the said Jain Upashraya and/or for performing such pooja or ceremony or other religions activities or customary functions in accordance with their customs and usages. It is specifically agreed and confirmed by and between the purchaser/s of the premises of the said three buildings and /or said such organisation/s or federation of such organisation and the builders herein that the Jain Upashraya shall be open for all the purchaser/s in the Complex of the Valley of Flowers or any other person / persons or visitor/s and/or follower of Jain religion or otherwise and/or builders and their agents and all such persons aforesaid shall have unrestricted right to pass and repass over and across the passage leading to the said Jain Upashraya from the main enterances of said three buildings and such right of way to Jain Upashraya shall always be kept open and clear in all respect and same shall not be obstructed for any reasons whatsoever.

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The builders have informed to the purchaser/s and the purchaser/s is/are aware that under the aforesaid Scheme/Complex of Valley of Flowers the builders are constructing buildings at present identified as TULIP, COSMOS and LOTUS as aforesaid. All the premises/ flats of the aforesaid three buildings (hereinafter referred to as said three Buildings) are to be allotted and/ or to be sold to the prospective purchaser/s who are strictly vegetarian only and the purchaser/s of the premises in the said three buildings hereby declare and confirm that he/they is /are strict vegetarian and will not cook or allow to be served in his/their premises any non vegetarian food and also covenants will ensure for the benefits of all other premises-purchaser/s in the said three buildings and such organisation that he/they (Purchasers) will not sell the said premises Located in the said three buildings to any person cooking or bringing any non-vegetarian food in the said premises and/or to a person/s who is non-vegetarian. The purchaser/s is/are aware that the purchaser/s of the premises in the said three buildings are strictly vegetarian and Jain and they have acquired their premises in the said three buildings on the understanding that all the resident in the said three buildings would be vegetarians and they will not suffer any annoyance on account of any non-vegetarian food being cooked or served in any of the premises of the said three buildings. The purchaser/s of such premises in the said three Buildings also confirms that the builders herein agreed to sell the said premises in the aforesaid three buildings to the purchaser/s of such premises, relying on his representation that he is strict vegetarian.

Notwithstanding what is contained herein to the contrary, it is expressly agreed between the builders and the purchaser/s that the builders shall be entitled to utilise and enjoy either personally or through any of their agents/ nominee/s all area or areas of the said property or every part thereof as may be available from time to time, including areas reserved for any public utility, and said health recreation areas and/or facilities etc. by utilising the same as the builders may deem fit and the builders will be entitled, interalia, to construct additional recreation center, etc. or carry on such other activity or activities as the builders may desire, and the ownership of such construction and structures including interalia of said internal road, street lights and said health recreation areas and/or facilities including right to own, manage, run and conduct said health recreation areas and/or facilities or areas or structure or structures including the day to day business thereof shall be that of the builders alone exclusively and the purchaser/s shall have no right thereto either in his individual capacity or through any Organisation, as the case may be till the entire aforesaid health recreation areas and facilities and/or structures are transferred and/or handed over by the builders to such organisation and/or federation of such organisation. The purchaser/s doth hereby declare and confirm for the sake of clarity that the







Ownership of all such area or areas and construction interalia by way of health recreation areas and/or facilities shall belong to the builders alone exclusively and the purchaser/s shall have no right to the same in any manner whatsoever.

- 38. The purchaser/s shall have no claim save and except in respect of the said premises agreed to be acquired by him/her/them. All open spaces, lobbies, terrace and other premises and spaces will remain the property of the builders until all the buildings are completed and/or entire layout/scheme is completed in all respect and the said property together with all buildings are transferred to the said such Organisation or federation of such organisation and upon the execution of the Deed of Conveyance/conveyances/ lease or such Transfer Deed as mentioned in these present, subject however to the rights of the builders as herein stated.
- 39. It is hereby expressly agreed that the builders shall be entitled to sell the flats/ premise/shop in the said Building as also in the other Buildings that may be constructed on the said property for the purpose of using the same as guest house, Dispensaries, Nursing Homes, Maternity Homes, Consulting Rooms, Banks, community hall, stalls, Coaching classes, Trading Shopping mall / Centers, shops stalls, commercial use. Temple, or any non-residential use as may be permitted by the M.C.G.M. and/or concerned authorities and/or any other use that may be permitted by the said authorities and the purchaser/s thereof shall be entitled to use the said premises in the said building or in other buildings on the said property for the aforesaid purpose by the respective purchaser/s thereof and the purchaser/s herein shall not object to the use of the premises for the aforesaid purpose by the respective purchaser/s thereof and hereby give his/their irrevocable consent for the same.
- It is hereby expressly agreed that the terrace on the said Building/Building 40. shall always belong to the builders and they shall be entitled to deal with an dispose off the same in such manner as they may deem fit. In the event of the builders obtaining permission from the concerned authorities for constructing any type of premises on the terrace, then the builders shall be entitled to dispose off such premises proposed to be constructed by them on the terrace together with the terrace/s to such persons at such rate and on such terms and the builders may deem fit. The builders shall be entitled in that event to allot and allow use of such terrace/s to the purchaser/s of such premises proposed or constructed on the terrace/s and the terrace shall then be in exclusive possession (as owner) of the purchaser/s of such premises proposed or constructed on the terrace. In the event of the builders constructing more then one premises on the terrace, the builders will be entitled to dispose of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The said terrace shall not be enclosed by the purchaser/s till the permission in writing is obtained from the concern Local Authority and the builders or the said organisation as the case may be. The said organisation that may be formed by the purchaser/s of premises as stated hereinafter shall admit as its members the purchaser/s of such premises that may be proposed or constructed on the terrace with the exclusive right to him/ them in the terrace as aforesaid. In the event of any water storage tank for the building being constructed or any other common facility being provided on the terrace/s then the said organisation as the case may be shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the purchaser/s of such premises on the terrace and the said organisation as the case may be.
- 41. The terrace/s of the building till the same are/is allotted to any purchaser/s and/ or agreed to be sold as well as the parapet walls, surface shall be the property of the builders or their nominee or assignee and the builders or their nominee or over the walls or in over the walls surface of the terrace as well as on any walls of such compound and such display or advertising sign may be illuminated

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or comprising of the neonsign and for that purpose builders or agent or nominee or assignee are fully authorised to allow temporary or permanent construction or erection or installation either on terrace or on the exterior of said building/s or on the said property as the case may be and the same shall be the property of the builders or their nominees or assignee who shall be exclusively entitled to the income that may be derived by display of such advertisement and/or advertisement sign, at any time hereafter. The agreement with the purchaser/s and all other purchaser/s of other premises in the said building and/or all other buildings shall be subject to the aforesaid rights of the builders or their nominees or assignees who shall be entitled to use the said terrace therein, surface, parapet walls, compound, compound wall and the purchaser/s and all other purchaser/s as aforesaid shall not be entitled to any abatement in the price.

In case the builders shall form only one co-operative society and/or federation of such organisation for all the buildings to be constructed on the said property then until execution of such conveyance/lease of the case may be the builders shall have full right, if so permitted by the Concerned Authorities to make additions to the said Building, and/or Buildings on the said property and every part thereof and such additions whether by way of construction of additional floors and/or construction of additional wings and/or Buildings and all such additions shall be the property of the builders. The builders shall be entitled to dispose off such additional construction and / or premises therein in such manner as they may deem fit. Similarly until the execution of such conveyance / lease the builders shall if so permitted by the concerned authorities and/or if the builders shall so desire than the builders shall be entitled to construct additional structure/s building on the said property or any portion or portions thereof and the builders shall be entitled to dispose off the premises in such additional structures as builders may deem fit. In case the builders shall as herein provided execute and/or cause to be executed separate conveyance and/or Lease as the case may be in respect of any portion of the said Property with structure/s building standing on such portion, the builder shall even after the execution of such conveyance / lease be entitled to constructed additional structure/s on the remaining portion of the said property if so permitted by the M.C.G.M. as may be determined by the builders the right of the purchaser/s herein shall be confirmed only in respect of the said premises and the said Building (i.e. Building in which the said premises is located) and purchaser/s and/or the said organization formed for the purpose of such building and/or federation of such organisation shall have no right of any nature in or upon the other portion of the said property and/or the such additions structure/s buildings constructed and/or to be constructed thereupon. It is expressly agreed that in the event of builders constructing additional floors on the said Building or constructing additional structure/s. Buildings on the said Property, the purchaser/ s of the premises in all such Building/s that may be constructed on the said property shall after the said property shall be fully developed by construction by all Buildings, as may be from time to time be permitted by the concerned Authorities and if so decided the builders shall form such society or organisation. The builders may at their discretion require the purchaser/s of premises in any one or more buildings or in wing or wings of such Building or Buildings to form separate organisation for such building/buildings or such wing or wings and the purchaser/s of the premises in the concerned Buildings, wings shall form such separate organisation as aforesaid. It is expressly agreed and confirmed by the purchaser/s that the right of the builders to construct additional structures on the said Property or to put up additional floors on the said buildings now under the construction is an integral part of this contract for the sale of the said premises to the purchaser/s and the purchaser/s hereby expressly agrees that he/she/they will not in any manner object to the builders carrying out any additional construction work on the said Buildings and/or buildings or constructing such additional structures on the said property or on any portion or portions thereof. The purchaser/s hereby gives his/her/their irrevocable consent to the builders carrying out such construction of additional floors, wings and additional structures as aforesaid. All such additional construction shall be

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carried out in accordance with and conformity with the building plans as m_{ay} be approved by the Concerned Authorities.

- If the purchaser/s in order to augment the resources in his/her/their hand for If the purchaser/s in order to day
 the purpose of payment of consideration amount to builders under this agreement
 the purpose of payment of considerations. Banks and other institutions. 43. the purpose of payment of contract the purpose of payment of contract to the consent and appropriate against avails of loan from rithancia in a subject to the consent and approval of builders the security of the said premises subject to the consent and approval of builders the security of the said premisers committing default of the Payment of the installments of the consideration amount and other amount due and payable to builders under these presents and in the event of builders exercising their right to terminate this agreement, the purchaser/s shall and the purchaser/s further hereby undertakes to clear the mortgage debt outstanding at the time of the said nereby undertakes to clear the said the necessary letter from such termination. The purchaser/s shall obtain the necessary letter from such financial Institution, Banks etc. stating that the purchaser/s has/have cleared the mortgaged debt. On receipt of such letter from the Financial Institution. Bank etc., the purchaser/s shall be entitled to the refund (subject to such deduction if any as provided herein) of the amount so paid by him/her/them to the builders towards the said premises. However builders shall directly pay the amount payable by the purchaser/s to the Financial Institution, Bank.his/their Employer or other such institutions from the amount standing to his/their credit with builders towards the purchase price of the said premises to the extent so as to clear the mortgage debt and only on receipt of such letters of clearance of mortgage debt from such bank, financial Institution etc. the purchaser/s be entitled to refund of the said balance amount standing credited to the account of the purchaser/s with builders towards the said purchase price of the premises. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the purchaser/s to pay the installments of the consideration amount as and when due under the terms of this agreement and the purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the purchaser/s have applied for the Loan to such Financial Institutions Banks, employers or such other institutions etc. and further irrespective of facts that the said loans are being under process and sanction awaited and/or is rejected. The purchaser/s shall not be permitted to raise any contention in respect of his failure to pay the installments of the consideration amount on time and on the due dates on the basis that the purchaser/s has/ have applied for loan to such Financial Institution. Bank their Employers or such other institutions etc. and that the same are under process of disbursement or that the said Loan application of the purchaser/s is rejected in the event of the failure of the purchaser/s to pay the installments of the consideration amount the builders shall be entitled to enforce their rights as mentioned herein.
- 44. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the purchaser/s in respect of the said premises, the builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said property and/or any part thereof.
- 45. The purchaser/s hereby grants his/their irrevocably consent to builders mortgaging the said property or any part thereof along with building/s being constructed thereupon/or portion thereof to enable the builders to augment the funds of builders for the development of the said property. Builders shall clear the mortgage debt in all respect before the execution of the conveyance/lease of the said property or portion in favour of the such organisation as set out in these presents.
- 46. The builders shall be entitled to and free to construct additional structures like sub-station for electricity, co-operative societies office, co-operative Department Stores. Shops, Temple or place of workship, covered and enclosed garages in open compound, underground and overhead tanks, structures, watchman's cabin, which are not particularly marked upon the ground floors plans or lay out plan of the said property. The purchaser/s shall not interfere with the rights of builders

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by any disputes raised or Court Injunction under section 7 of the Maharashtra ownership Flats Act and/or under any other provision of any other applicable law. The builders shall always be entitled to sign undertakings and indemnities on behalf of the purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of their entire layout scheme for development of the said Property.

- 47. The purchaser/s shall use the said premises for the purposes as may be authorized by the builders in writing and as may be permissible by law and/or M.C.G.M. and/or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupies of the said building and/or the owners and occupies of the neighboring Building/s property or properties nor for any illegal or immortal purposes.
- 48. If the builders are not able to give license to enter into the said premises and/or to give possession thereof to the purchaser/s on account of any reasonable cause or circumstances beyond their control, the purchaser/s shall not be entitled to any compensation or damages whatsoever save and except their remeding available under the concern laws.

The purchaser/s himself/herself/themselves with intention to bring all persons into whomsoever hands the said premises may come (in accordance with terms of these presents) doth/do hereby covenants with builders as follows:-

- (a) To maintain the said premises, at the purchaser's own costs and keep it in good tenantable repair and condition from the date of License to enter the said premises is taken and shall not change/alter or make addition and/or do or suffer to be done anything in or to the Building/s in which the said premises is situated and the said premises itself or any part thereof or staircase or any passages which may be against the rules. regulations or bye-laws of concerned local or any other authority.
- Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said premises is situated or storing of which goods is objected to by concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which damage or likely to damage the staircases, common passages or any other structure of the Building in which the said premises is situated and in case any loss, injury or damage is caused to the said premises or the said building on account of negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach thereof.
- To carry out at his/her/their own costs, and all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the builders to the purchaser/s and shall not do or suffer to be done anything in or to the Building in which the said premises is situated or the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the purchaser/s committing any act in contravention of the above provision, the purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said premises or any parts thereof, nor at any time make or cause to be made any addition or any alternation of whatever nature in or to the said premises or any part thereof nor any alterations in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains, pipes in the said premises and appurtenances



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thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. paradise or other structural members in the said premises without the prior written permission of the builders and/or the said organisation.

- (e) Not to cover or enclose at any time hereafter the stilt parking space even after the registration of the said organisation.
- Not to affix any grills to the windows/other places in the said premises save and except at the place and of the design previously approved by the builders in writing even after the registration of the said such organisation and also not to decorate the exterior of the said premises otherwise than in a manner agreed to with the builders under this agreement.
- (g) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said property and/or the buildings in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance policy.
- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the Building/s in which the said premises is situated.
- To pay to the builders within seven days of demand by the builders, time being the essence, his/her/their share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building in which the said premises is situated.
- (j) To bear and pay increase property taxes, in locals taxes, N. A. taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of users of the said premises, by the purchaser/s done with consent of the builders.
- charge or any way encumber or part with the said premises or interest or benefit under this agreement or part with the license to enter into the said premises until all the dues payable by the purchaser/s to the builders under this agreement are fully paid up and that to only if purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement without the prior consent in writing of the builders in that behalf. However the purchaser/s shall be entitled to mortgage the purchaser/s right title interest or estate in the said premises in favour of any Bank or Financial Institutes for the purpose of security loan to acquire the said premises after taking prior permission of the builders and subject to what is provided in these presents.
- (1) The purchaser/s shall observe and perform all the rules and regulations which the said organisation and/or federation of such organisation may adopt at its inception and the addition, alternation or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the Building rules. Regulations and byelaws for the time being of the concerned local authority and of Government and other public bodies. The purchaser/s shall also observe and perform presents including that of swimming pool and Health Club and shall



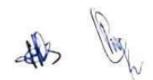


pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this agreement.

- (m) Till a Conveyance/s and/or Lease/ Deed of Transfer in respect of said property and/or Building in which the said premises is situated is executed, the purchaser/s shall permit the builders and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said plot/ property and the said Building/s or any part thereof to view and examine the state and conditions thereof and/or for carrying out any work of construction on the said property or any part thereof.
- (n) The purchaser/s and/or said such organisation hereby agrees that the M.C. G. M. Bombay and/or its officers and servants shall have free access to the said Building, and/or Land upon which said Building is situated for the purpose of carryout the repairs and/or maintenance of the pipelines as and when required and purchaser/s and/or said organisation will not hold M.C.G.M. responsible for any damages which may be caused to the said Building property and persons due to leakage or brusting of the water mains.
- (o) The purchaser/s herein including the purchaser/s of the premises in all other buildings under construction or to be constructed and particularly all the purchaser/s of the premises on the eight floor and/or top floor of all building/buildings hereby give their express irrevocable consent to the builders and/or to M.C.G.M. that they each of have no objection and/or complaint against the builders and/or against M.C.G.M. of any nature whatsoever in the event the builders are not providing the facility of additional lifts to each wing of said buildings and/or buildings and such consent, as aforesaid, shall be irrevocable for all the time to come.

At the time of registration of the Conveyance and/or Lease or Deed of Transfer in respect of the said Building and/or property, the purchaser/s shall pay to the builders in advance, if not already paid, the purchaser's share of the Stamp Duty and registration charges payable by the said organisation on the Deed of Conveyance/Lease or Deed of Transfer or any document or instrument of transfer in respect of the said Building/property to be executed in favour of such organization and/or federation of such organisation. The builders shall not be liable to pay any amount of stamp duty and registration fees on the Deed of Conveyance/s or Lease or Deed of Transfer or any of such documents in respect of the said building/buildings or said property and/or any part thereof.

- 51. The purchaser/s agree/s that if for any reason the builders shall not get electric connection for domestic power and /or water connection the purchaser/s shall take the possession of the premises agreed to be purchased without objection to the fact that the domestic connection and/or water connection is not provided in the premises, provided however that the builders will complete the fitting of the domestic power points, as mentioned in the Fifth Schedule hereto.
- The purchaser/s shall permit the builders and his surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the premises or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, and for similar purpose and also for the purpose of cutting off the supply of water to the premises or any other premises or the building in respect whereof the purchaser/s or the occupier of any other premises as the case may be shall be in default in paying his/her/their share of the water charges and maintenance Bill issued by the builders/said organisation as the case may be.



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- The purchaser/s is/are aware that covering or enclosing stilt parking space and/ or change in elevation and/or fixing of grills at unapproved place or in unapproved design in the above premises constitutes unauthorised construction. The purchaser/s hereby irrevocably authorise/s the builders and/or any officers of purchaser/s hereby irrevocably authorises without any notice at any time the M. C.G. M. to enter into the said premises without any notice at any time during sunrise to sunset with requisite workers to remove/demolish such unauthorised construction in violation of this clause and this covenant will remain in force even after the registration of the said organisation of one or more buildings on the said property.
- After the license to enter into the said premises is given to the purchaser/s, if any additions or alternations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipal or any statutory Authority, the same shall carried out by the purchaser/s in co-operation with the purchaser/s of the other premises parking spaces in the said building at his/her/their own costs and the builders shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid.
- 55. If the purchaser/s desire/s to sell or transfer his/her/their interest in the said premises or is/are desirous to transfer or give the benefit of this agreement to anyone else and if the builders agree to give such consent, then and in such event, simultaneously with the builders granting to the purchaser/s the consent as herein contemplated the purchaser/s shall pay to the builders such sum as the builders may in their absolute discretion determine by way of transfer charges and administrative and other costs, charges and expenses pertaining to the same. It is clearly understood and agreed that unless such amount is paid to the builders by the purchaser/s the builders shall not be bound or liable to consent to such transfer and that the builders are not obliged to give consent to transfer even if the purchaser/s is/are willing to pay such charges.
- 56. The purchaser/s and the person to whom the premises are transferred hereby agrees to sign and execute all papers, documents and do all other things as the builders may require of him/her/them to do and execute from time to time for more effectively enforcing this agreement and/or for safe guarding the interest of the builders and all persons acquiring the remaining premises/shop and car parking spaces in the said building/s on the said property.
- The purchaser/s and the person to whom the said premises is permitted to be transferred with the written consent of the builders shall observe and perform all the provisions of the Bye-laws and/or the rules and regulations of the said organisation when required and the addition, alterations or amendments thereof for the observance and carrying out of the Building Rules and Regulations and the Bye-laws for the time being of the M. C.G. M. other local and/or public bodies. The purchaser/s and persons to whom the said premises are allowed to be transferred shall observe and perform all the stipulations and condition and use of the said premises, building and the said property including all the terms, conditions, covenants and provisions of this agreement and shall pay and contribute regularly and punctually towards rates, cesses, taxes, betterment charges and/or expenses and all other outgoing interalia in respect of the said premises including said Health Recreation areas and facilities.
- As soon as the builders notify that the said premises is ready for occupation the purchaser/s shall pay the respective arrears or dues together with accrued interest, if any by him/her/them within seven days of such notice whether served individually or put up at some prominent place in the building. If the purchaser/s fail/s to pay the said arrears as aforesaid, the builders will be entitled to forfeit the amount previously paid by the purchaser/s who shall lose all right in the said premises as well as all the rights and benefits under this agreement, which shall stand determined and cancelled.
- 59. It is agreed between the builders and the purchaser/s that commencing a week after the notice in writing is given by the builders to the purchaser/s that the





premises is ready for use and builders are ready to grant license to enter to the purchaser/s the purchaser/s shall be liable to take such license and in any event pay the proportionate share (i.e. in proportion to the floor area of the said premises) all outgoing in respect of said premises and the said buildings and other common utility as specified in the Sixth Schedule hereunder written interalia relating to local taxes, cesses, rates, N. A. Charges, and other charges, betterment charges, water charges, Insurance charges, common lights, repair, salaries of clerks. Bill Collector's charges. Chowkidar and sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration. Management and maintenance of the said property and the said buildings and also outgoing to said Health Recreation Areas and facilities until the said building/ property is transferred to the said organisation. The purchaser/s shall pay to the builders the proportionate share of outgoing as aforesaid as may be determined by the builders. The purchaser/s further agrees that till the purchaser/ s share is so determined the purchaser/s shall pay to the builders the provisional monthly contribution of as may be determine and decided by the builders such outgoing and taxes etc. The amount so paid by the purchaser/s to the builders shall not carry any interest and remain with the builders till conveyance/lease and/or Deed of transfer is executed in favour of the said such Organisation and or federation of such organisation. On such conveyance/lease or transfer being executed the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the builders to the said organisation. The purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoing betterment charges and other amounts as provided herein regularly on the Tenth day of each and every month in advance and shall not withhold the same for any reason whatsoever.

The purchaser/s herein along with other purchaser/s of premises in the said building/s shall Join in forming and registering of the such organisation or federation of such organisation and for that purpose also from time to time to sign and execute all the papers and/or applications that may be required for registration and/or membership and other papers and documents for the formation and Registration of such organisation and to become members and fill in sign and return all the documents / papers including the Bye-laws of the proposed society or organisation within seven days receipt thereof time being of the essence of contract so as to enable the builders to form and registrar the such organisation of the purchaser/s under section 10 of the Maharashtra Ownership Flats Acts, 1963, within the time limit prescribed by Rule-8 of Maharashtra Ownership Flats Act, (Regulations of Promotion, Construction, Sale Management and transfer) Rules. 1964 and subject to what is provided in these presents and/or the limited Company or Association as the case may be and/or such federation of such organisation. No objection shall be taken by the purchaser/s if any changes or modification are made interalia in the draft Byelaws as may be required interalia by Registrar of the Co-operative Societies or other competent authority. The power and authority of the said organisation or the purchaser/s herein and other purchaser/s of the premises shall be subject to the overall power authority and control of the builders in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular the builders shall have absolute authority and control interalia as regards the unsold premises and parking space and the disposal thereof.

61. In the event of the purchaser/s being purchaser/s of a parking space and in the event of the builders entering into agreement for sale of the parking spaces in the building with other party or parties including the purchaser/s of any such parking spaces shall not be entitled to be an ordinary member of the said organisation but only an Associated Member who shall be granted a lease of such parking space at a rent equivalent to the proportionate of the out going including Municipal Taxes etc.. If any payable in respect of the parking space and the purchaser/s herein shall vote in favour of proposal for granting of such permanent lease in favour of the purchaser/s or purchaser/s of such parking spaces.

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- 62. The purchaser/s agrees that he/she/they along with other purchaser/s of the premises/parking spaces and/or said organisation will not charge to the builders or its nominee or transferee any amount by way of monthly installment for maintenance charges for use of such terraces, compound walls display or advertisement or hoarding etc. for the purpose mentioned here in above.
- 63. The purchaser/s shall immediately and in any case within five days after the execution of this agreement present and lodge the same for registration with the appropriate Registering Authority and shall within two days after lodging the same intimate to the builders together with the lodging number and date thereof under which the same is lodged with a view to enable the builders to admit the execution. If the purchaser/s fails to lodge this Agreement for Registration, the builders shall not be in way responsible for the non-registration of the said Agreement and the consequences arising therefrom. The stamp Duty and Registration charges and all other charges including penalty (if any) payable on this Agreement and other documents incidental to the agreements shall be borne and paid wholly by the purchaser/s alone.
- 64. Nothing contained in these presents shall be construed to confer upon the purchaser/s any right, title or interest of any kind whatsoever into or over the said property and the premises or any part thereof, such conferment to take place only upon the execution of the conveyance and/or Deed of Transfer or lease in favour of the said organisation to be formed, of the purchaser/s of all premises in the said building or buildings constructed upon the said property as herein stated.
- 65. The purchaser/s shall at no time demand partition of his/her/their interest in the said building and/or property it is being hereby agreed and declared by the purchaser/s that his/her/their such interest in the said premises is impartable.
- The purchaser/s hereby expressly agree/s and covenant/s with builders that in 66. the event of all wings of the said building and/or all the Buildings on the said property being not ready for occupation simultaneously and in the event of if the builders offering license to enter upon the said premises to the purchaser/s or handing over possession of the said premises simultaneously on the execution of Conveyance or Deed of Transfer etc. in respect of the said property earlier than completing all the wings and/or all the Buildings on the said property then and in that event the purchaser/s have no objection to the builders completing the construction of the balance wings and/or Buildings on the said property without any interference or objection by the purchaser/s. The purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by the builders on the ground or nuisance, annoyance or any other ground or reason whatsoever and the builders shall be entitled to either by themselves or through any nominees to construct and complete the said wing or wings or building or buildings on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the purchaser/s.
- All letters, circular, intimation, receipts and/or notices as contemplated by this agreement shall by and/or issued by the builders and dispatched under certificate of posting to the address of the purchaser/s given herein below will be sufficient proof of receipts of the same by the purchaser/s and shall completely and effectually, discharges the builders in respect of the same. For this purpose the purchaser/s has/have given the Following addresses.

aforesaid will be deemed to have been received by the purchaser/s notwithstanding changes in the address of the purchaser/s unless the purchaser/s s has previously notified the builders in writing the changes in his/her/their/its address and such Intimation of changes of address should be by a Registered Post with acknowledgement due.

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- If the purchaser/s neglects, omits or fails for any reason whatsoever to pay to 68. the builders the any amount due and payable by the purchaser/s under the terms and conditions of this agreement (whether before or after the delivery of the possession) within the time herein specified or if the purchaser/s shall in any other way fail to perform and/or observe any of the terms and stipulations and conditions and covenants herein contained and on his/her/their part to be observed and performed the builders shall be entitled to re-enter upon and resume possession of the said premises and every thing whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the purchaser/s shall stands absolutely forfeited to the builders and the purchaser/s shall have no claim for refund or repayment of the said earnest money and/or the said other amounts already paid by the purchaser/s or any part thereof and the purchaser/s hereby agrees to forfeiture of all his/her/their rights, title and interest in the said premises and all amounts already paid and in such event the purchaser/s shall also be liable to immediate ejectment as a trespasser and the right given by this clause to the builders shall be without prejudice to any claim whatsoever at law or under this agreement of the builders against the purchaser/s.
- 69. If any permission is required to be obtained or any compliance is to be effected of the Urban Land (Ceiling and Regulation) Act, 1976 and/or of the Land Acquisition Act, and/or any Central or State Government Legislation and/or any rules frames thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called the same shall be compiled with by the purchaser/s and/or the said organisation and/or in consultation and in cooperation with the builders and all costs, charges, and expenses if any, that may have to be incurred in connection therewith, shall be borne and paid by the purchaser/s and/or the said organisation.

The Transaction covered by this contract at present is not understood to be a sale liable to tax under a sales tax law. If however, by reason or any amendment to the constitution or any new enactment or amendment or any other law, Central or State, this transaction are liable to tax, the same shall be payable by the purchaser/s along with other purchasers on demand at any time.

The builders shall have right to make additions and/or alterations and raise or put up additional structures, as may be permitted by M. C.G. M. and other concerned authorities. The builders shall also have right to amalgamate the said property or any part or portion thereof with any adjoining Plot of Lands acquired by the builders before or after the execution of these presents and/or to sub-divide the said property or any part thereof as and when the builders desire and the purchaser/s hereby give/s consent for the same. If any portion of the said property is acquired or notified to be acquired by the Government, M. C.G. M. or any other public body or authority, the builders shall be entitled to receive all the benefits in respect thereof and/or compensatory F.S.I. or transfer of Development Rights (TDR) as all other benefits which may be permitted by in lieu thereof. The builders shall also be entitled to use any additional F.S.I. or T.D.R. or additional construction they may be permitted by the M. C.G. M. or any other local Body or concerned authority on the said property and/or any part thereof, including F.S.I. in respect of any adjoining or neighboring or other property. Such additional structures and stories will be the sole property of the builders who will be entitled to dispose it in any way they choose and the purchaser/s hereby irrevocably consents to the same and the purchaser/s shall not be entitled to raise any objection or to claim any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or to make claim for compensation or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the additional buildings or additional floors of on the building/s on the said property is allowed by the authorities including use of T.D.R. of some other Land on the said property by construction of additional floors on the said Building/s or additional buildings on the said property, the builders shall always have the right to put up additional construction and storeys and/or consume the balance

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floor space Index and/or additional Floor space Index of any other property in any other manner whatsoever and the purchaser/s and/or the said organisation or when formed shall not be entitled to claim any share, right, title or interest in any such additional F.S.I. or T.D.R. as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the builders in any manner they choose. The purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of any other building and/or structures and/or the changes, alternations and additions made in the said building or buildings or structures on the said property/plot or any part or portion thereof.

- The builders or the person party nominated by the builders or the person to 72. whom the right, and benefits conferred under clause herein before mentioned are assigned shall have absolute right to make additions alterations raise storeys or put up additional structures as aforesaid as may be permitted by M.C.G.M. and other Competent Authorities. Such additions, alternations, structure and storeys will be the sole property of builders or its nominees or assignee as the case may be who will be entitled to dispose off the same in any way they choose and the purchaser/s hereby consents to the same. The builders are and shall be entitled to sell and/or agree to sell the unsold premises and/or rights to any person or persons who may not be a purchaser of the Premises in the said building and said organisation shall be liable to enroll and admit the purchaser/ s of such premises as their members without demanding any transfer fees/ charges Municipal Taxes or other charges or donations/contribution to any repair or other funds and the purchaser/s hereby agrees and undertakes not to raise any objection or requisition in that behalf and do hereby irrevocably consent to what is stated hereinabove.
- 73. Until such time as the entire project is completed and the possession of the building/buildings and the said property is delivered to the said organisation or federation of such organisation and the property is transferred to such one or more organisation or federal society the builders will be entitled, if so desired by it, to control the management of the building /buildings and said Health Recreation Areas and facilities including realisation of the outgoing as referred in the sixth Schedule and disbursements of the payments to be made and purchaser/s along with other premises purchaser/s and/or the said organisation will not have any objection to the aforesaid rights of the builders.
- 74. Notwithstanding any other provisions of this Agreement the builders shall be entitled at their sole and absolute discretion.
 - (a). To have a society and/or limited company and/or any other body or bodies being said organisation of purchaser/s of the premises in Buildings or federation of such organisation to be formed and constituted as contemplated herein;
 - (b). To cause to be conveyed and/or Lease and/or transferred the said building together with land beneath the same in favour of such organization as the case may be;
 - (c). To cause to be conveyed and/or transferred such appurtenant land if any, along with the conveyance or Lease and/or other documents of transfer or transfer of the building with the land beneath the same;
 - (d). To decide and determine how and in what manner the infrastructure including the common utility areas including the said health recreation areas and / or facilities, internal layout Road, street lights, may be managed transferred and/or conveyed;
 - (e). To provide for and incorporate covenants and restrictions and obligations with regard to the provision of maintaining the infrastructure and said health recreation areas and/or facility and other structures of common utility;

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- (f) To decided and determine to execute one or more conveyance/s in favour of such organisation in respect of said property and/or any part thereof.
- (g) To decide from time to time when and what sort of document of transfer should be executed.
- 75. It has been specifically agreed by and between purchaser/s and builders that on the completion of entire development of the said property and on receipt by the builders of the full payment of all the consideration money and other amounts due and payable to them by all the holders of all the premises, the purchaser/s of premises and/or Parking space holders shall co-operate with the builders in forming, registering or incorporation of a said such organisation of federation of such organisations as the case may be and the same shall be subject to the rights of the builders under this agreement, and the conveyance and/or Lease or such Transfer Deeds to be executed in pursuance thereof. When such organisation is registered or incorporated as the case may be and all the consideration moneys and other amounts due and payable to the builders in respect of all the premises as aforesaid are received by the builders the builders shall cause to be transferred to the such organisation all the right title and interest of the builders in the adequate part of the said property together with the building/s and/or the said property with all Buildings as set out in these presents by obtaining/or executing the necessary conveyance/s (to the extent as may be permitted by the authorities) and/or such Transfer Documents in favour of such organisation, and/or federation of such organisation as the case may be, such conveyance Transfer Deed shall be subject to the rights of builders and Terms, conditions and covenant Provided herein.

Provided however that if for any reason whatsoever if a separate Society is formed or registered for one building or one group of Buildings, the execution of conveyance as set out in above clause be executed only after the last of the such organisation is registered after the completion of construction of all buildings in the said layout /scheme of the said property and in such an event the Deed of Conveyance or Transfer Deeds of the said property with Buildings therein will be executed in favour of such organisation and/or all the organisation jointly or in favour of a Federation of such organisations to be formed of all such separate organisation in said layout/ scheme or in such alternative mode as may be mutually decided by the said different organisation of the one Part and the builders herein of the Other part and till then the right and authority of each such separate organisation will be confined to the extent or area of the land beneath the concerned building/s comprised in the concerned organisation and the open space of about 15 feet from the walls of the concerned buildings. The builders shall, if necessary become a member of the organisation in respect of their rights, benefits conferred herein. If the builders transfer, assign and dispose off such rights and benefits herein conferred on them at any time to anybody, the assignee. the transferee and/or the purchaser/s thereof shall became the member of the organisation in respect of the said rights and benefits. The purchaser/s and the organisation will not have any objection to admit such assignee or transferee as the member of such organisation.

77. The Deed of Conveyance/s Lease and/or such other transfer documents and other documents necessary for transfer and required to be executed in pursuance of these presents shall be prepare by the Advocates of the builders and the same will be in consonance with the covenants and conditions and the right retained and/or reserved by the builders as are contained in this agreement and/or as the Advocates of the builders shall think reasonable and necessary. All costs, charges and expenses including professional fees, stamp duty, registration charges and other expenses in connection with preparation and execution of such Deeds of Conveyance/s Lease Transfers and/or any other documents. Shall be borne and paid by all the purchaser/s of the premises in the said property or where applicable, the said organisation. In the letter case, the purchaser/s shall on demand pay to the builders his proportionate share in respect of the aforesaid all expenses. The amount payable under this clause is



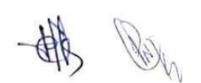
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in addition to the amount mentioned and payable elsewhere under this agreement the builders shall not be liable to contribute any amount towards any of such expenses.

- 78. The builders shall in respect of any amount remaining unpaid by the purchaser/s under the terms and conditions of this agreement shall have first lien and charge on the said premises agreed to be purchased by the purchaser/s.
- Any delay or indulgence by the builders in enforcing the terms of this agreement or any forbearance of giving of time to the purchaser/s shall not be construed as a waiver on the part of the builders of any breach or non-compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the rights of the builders.
- 80. It is also agreed and understood by and between the parties hereto that the Flat/ Shop/premises purchaser/s shall not misuse any part of the terrace shown on the approved plan, at anytime, not carry out any construction on the terrace.
- Without prejudice to the rights of the builders under the Maharashtra Ownership Flats Act 1963 and/or any other Act the builders will be entitled to take action against the purchaser/s if the purchaser/s does not pay his/her/their proportionate share of outgoings and maintainance charges as set out in these presents every month and he/she/they remain/s in arrears for three months, the builders will terminate his/her/their agreement and enter upon the premises and forfeit all the amounts paid by the purchaser/s to the builders under this agreement and resume possession of the premises.
- 82. Any permitted additions and/or alterations work in the said premises and/or in respect of the specifications and amenities by the purchaser/s may if agreed by the builders, shall be carried out at the risk and extra costs of the purchaser/s which will be paid in advance by the purchaser/s before the such work is carried out by the builders.
- 83. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements / publicity / promotional material these presents shall constitute the complete and comprehensive contract between the parties and shall govern and be construed to govern the rights and obligations of the parties in all matter relating to premises, fixtures, fittings, Education Building, said Health Recreation areas and/or facilities including Health Club and Swimming Pool.
- 84. This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder and/ or any modification/s and or re-enactment of the Act and/or the rules or any other provisions of law applicable thereto and hereto.
- Mrs./Messrs. and the builders will pay brokerage at the rate of 2% to Mr./Mrs./Messrs. on the purchase price herein mentioned.





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THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcels or land or grounds Situate lying and being at Village Poisar (Kandivali (East)), Taluka Borivli, in the Registration District & Sub-District of Mumbai City and Mumbai Suburban, bearing C. T. S. Nos. 809 A (Part), 809-A/1, 821,822, (Part), 823 and 824 (Part), admeasuring 50 acreas or thereabouts and bounded Towards North boundary of village Magathane, Towards South boundary of C. T. S. No. 809-A (part), 809-A/1 and C. T. S. No. 824 (Part) & Towards East boundary of C. T. S. No. 874-D, and Towards West boundary of C. T. S. No. 809-A, & B (Part).

THE SECOND SCHEDULE ABOVE REFERRED TO: (BEING SAID PROPERTY)

All that piece or parcles of land or grounds situate lying and being at Village Poisar. Kandivali (E), Taluka Borivli, in the Registration District and Sub-, District of Mumbai City and Mumbai Suburban (forming Part of first schedule above referred to) and bearing C. T. S. Nos. 809-A (Part), 821, 822 (Part), 823, 824 (Part), admeasuring 47517.52 sq. mtrs. or thereabout and bounded Towards North boundary of village Magathane, Towards South boundary of C. T. S. No. 809-A (Part), 809-A/1, and C. T. S. No. 824(Part), Towards East boundary of C. T. S. No. 874-D., and Towards West boundary of C. T. S. No. 809-A & B (Part).

THE THIRD SCHEDULE ABOVE REFERRED TO:

demmon Areas and Facilities Proportionate equal right to the immediate area abutting the main entrance door after the landing on the floor of the said premises hereby agreed to be sold with prorata right along with all other purchaser/s of premises in the said building. In case of the Terrace flat, the Terrace shall belong exclusively to the respective Purchaser/s. (This is applicable in case of flats only) and plot of Land upon which same is constructed on the said property, Excluding Education Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Proportionate right along with all Purchaser/s of premises in the adequate portion of the said Building in limited common area and facilities i.e. to say :

Staircase, Corridors, Lobbies, Court-Yards, Open Spaces, Entrance Hall (Lobby) and Terraces of the building in respect of which specific rights may be created by the Developers, in favour of specific Purchasers, if any.

The aforesaid provision is not applicable in case of Car Parking Area covered under Stilts / Garages and other similar areas.

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THE FIFTH SCHEDULE ABOVE REFERRED TO :

AMENITIES

- Building will be R.C.C. frame structure.
- Walls will be of concrete blocks or brick masonary walls. Walls will be of concrete

 Walls will be of concrete with smooth plaster internally and cement face plaster

 Building will be finished with smooth plaster internally and cement face plaster
- Doors will be of Wooden frame with oil paint and Aluminum/ brass fixtures.
- Main door with Decorative handle and night latch, Peephole. Windows will be of aluminum frame with Glass, shutters and fixtures,
- Building will be painted with cement paint externally, Internally it will be painted
- with Oil bound Distemper.
- Granite platform with stainless steel sink.
- Living, Bedroom, Passage Grenamite Tiles.
- In Kitchen Ceramic Tiles Dado above platform.
- Kitchen Granite Tiles in flooring.
- Toilet Granite Tiles in flooring/Dado full Height of 7' Glazed Tiles.
- Concealed-Copper wiring for all points.
- Dish Antenna point connection.
- Telephone point connection.
- Concealed plumbing.

THE SIXTH SCHEDULE ABOVE REFERRED TO;

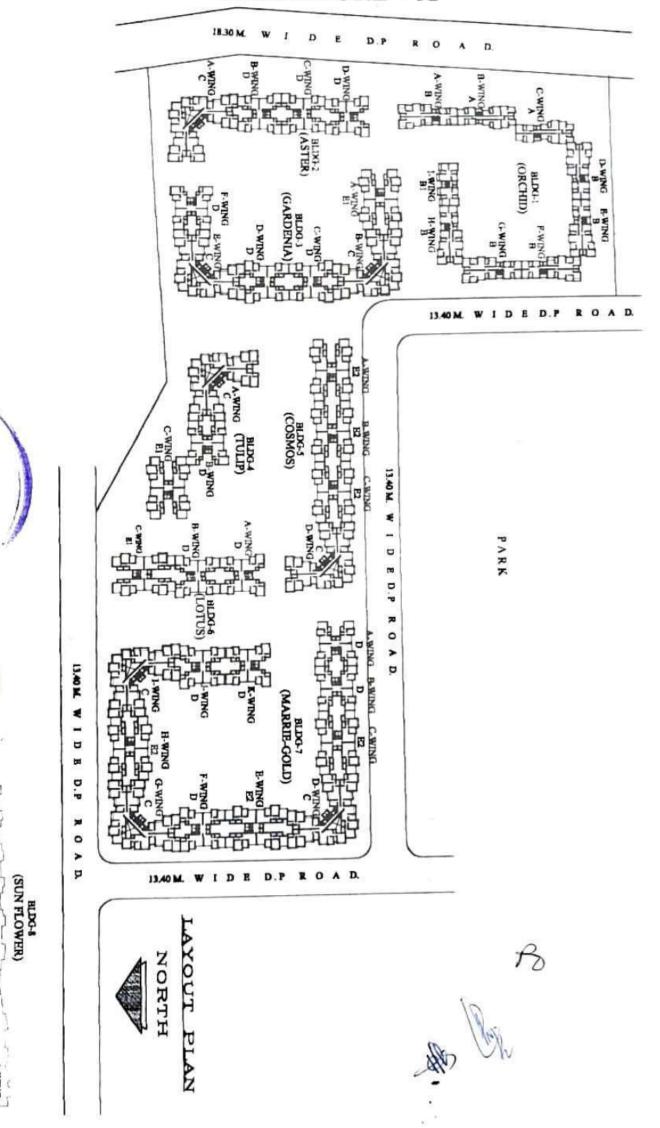
- Insurance premium in respect of the property. 1).
- All Municipal taxes, imposition, levies and cesses imposed by any local Authority 2). including the water tax and charges etc.
- Expenses for the day to day maintenance and management of the building such 3). as lights on the staircase, Swimming Pool, Health Club, Passages, Common Terraces, Common areas and Lifts, Service charges and salaries of watch and ward and other staff.
- Costs of cleaning and lighting the passages, landings, staircases, terraces and 4). other parts of the building as enjoyed or used in common, as aforesaid.
- Salaries of Manager, Clerks, Bill Collectors, Chowkidars, Sweepers, Gardeners. 51. Staff/Operators of Swimming Pool/Health Club etc.
- Costs of working and maintenance of water pumps and lights and other 61. equipment and service charges.
- Sinking and other funds as may be determined by the Developers. 7).
- Such other expenses and outgoing as may become necessary to be recovered in 81. the sole discretion of the Developers.
- Costs of maintenance / repair of lifts. 9).
- 10). Local and other taxes.
- Insurance of the Building. 11).
- 121 Rent and Cost of Water Meter or Electric Meters and or any deposit for water and electricity.
- 14). Cost of Water supplied by water tanks to be provided till municipal water is made available and also in case of deficit / shortage of water.
- 15). Such other expenses as are necessary or incidental for the maintenance and upkeep of the Buildings.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed theirrespective hands and seals the day and year first here in above written. Signed, Sealed & delivered by the For Gundecha Builders Withnnamed Builders, M/s. Gundecha Builders, In the presence of 1 2 Signed, Sealed & delivered by the Withnnamed Purchaser/s ence of Receipt RECEIVED of and from the Purchaser/s the Sum of RS. 25 000 (Rupees Twenty five Thorusand only -Only) as and by way of Earnest Money /Deposit by Cheque No. 3204 IT dated 412.2001 drawn upon the Syndicale Banda Branch. We say Received. For Gundecha Builders. WITNESS:

Partner.

ANNEXTURE - A



ANNEXTURE - B

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ADVOCATES, SOLICITORS & NOTARIES

ALLI CHAMBERS, NAGINDAS MASTER ROAD, FORT, MUMBAI (BOMBAY) 400 001

P A GAGRAT

M P SHROFF I R GAGRAT A R JANI M D DESA H D PETIT MEHTA GODIWALA GAGRAT

P N KAPADIA M M JAYAKAR CAJANI PA JANI V M RANE R TEJPAL R D CHANDRACHUD

TEL FAX 2650057 2650084 022-2657876

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022-2659803 gagrathm@vsnl.com VIGILANT

OUR REF

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

Under instructions from our clients Bombay Real Estate Development Company Private Limited (BREDCO) and Messrs Gundecha Builders, we have perused copies of the papers and land lying documents mentioned herein with regard to the being and situate at Poisar, Taluka Borivli, Bombay Suburban in the Registration Sub-District, District of District Bombay City and Bombay Suburban bearing S.Nos.34(part), 36, 37, 38(part), 38A, 41(part), 41(part)(A) and and bearing CTS Nos.809A(part), 810, 821, 822. 823 and 824(part) admeasuring 50 Acres equivalent to 2,02,349.53 Square Metres or thereabouts and as described in the Schedule hereunder written and shown on the plan annexed green colour boundary lines. For hereto surrounded by brevity the same is hereinafter referred to as "the said entire limit.

In and before the 1951 Nanabhoy Byramjee Jeejeebhoy was 1. seized and possessed of and/or otherwise well and sufficiently entitled to inter alia the said entire land at Village Poisar described in the Schedule hereunder written.

ASSOCIATE OFFICES

GAGRAT & CO. Supreme Court Advocates, Plaza Cinema Building, Connaught Circus, NEW DELNI 110 001. Tel 011 332 2311 Fax 011 371 3657 Email:gagratdl@del2.vsnl.net.in GAGRAT & GARDI. Legal Consultants, M-1, Sheikh Saud Building, Salauddin Road, P.O. Box 22489 DUBAI (U.A.E.) Tel 9714 725164 Fax 9714 725049

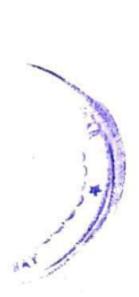
Continuation Sheet No.

- a registered Conveyance dated 24th July 19: 2. (registered with the Sub-Registrar of Assurances Bombay under Registration No.4212 of Volume No.I November 1951) and expressed to be made between the said Nanabhoy Byramjee Jeejeebhoy as the Vendor Byramjee Jeejeebhoy Part and the (subsequently known as Byramjee Jeejeebhoy Private Limited) a company governed under the provisions of Companies Act, 1956 as the Purchaser of the Other Par the said Nanabhoy Byramjee Jeejeebhoy sold, granted assured, conveyed and transferred to the said Byranje Jeejeebhoy Private Limited inter alia the said entire particularly described in Schedult the hereunder written and shown on the plan annexed here surrounded by green colour boundary lines.
- By an Agreement dated 29th June 1982 and expressed to be made between the said Byramjee Jeejeebhoy krivation.

 Limited as the owners of the One Part and the said BREDCO therein referred to as the Developer of the Other Part, BREDCO has acquired development rights inter alia in the said entire land on the terms and subject to the conditions more particularly stated in the said Agreement dated 29th June 1982.







4.

- By virtue of the Consent Terms dated 21st December 1988 filed in the High Court at Bombay in Company Petition No.868 of 1988 filed by Byramjee Nanabhoy Jeejeebhoy & as the Petitioners and the said Jeejeebhoy Private Limited & Ors. as the Respondents said entire land described in the hereunder written inter alia alongwith other lands became vested but subject to the aforesaid Agreement dated 29th June 1982 in the said Nanabhoy Jeejeebhoy Private Limited without any further act or deed.
- 5. BREDCO has paid full consideration money to the said Byramjee Jeejeebhoy Private Limited and obtained from Nanabhoy Jeejeebhoy Private Limited (who successors in title to the said Byramjee Jeejeebhoy Private Limited as herein recited) an Irrevocable Power of Attorney dated 28th February 1989 in their favour to fully deal with the properties mentioned therein including the said entire land described in the Schedule hereunder written.
- In the premises BREDCO has become fully entitled to deal with various properties including the said entire land and dispose of the same on such terms and





Continuation Sheet No.

conditions as it may deem fit and proper.

- 7. In or around the year 1983 Messrs Gundecha Builders :
 Plaintiffs filed Suit No.1752 of 1983 on the origin;
 side of the High Court at Bombay inter alia again;
 Messrs Thakur Brothers and BREDCO inter alia claim;
 the said entire land by adverse possession.
- 8. A Memorandum of Understanding (MOU) dated 30th Jun 1992 was arrived at between BREDCO and the said Messr Gundecha Builders with regard to the said entire lan admeasuring about 50 Acres equivalent to 2,02,349. Square Metres more particularly described in the Schedule hereunder written which is the same as the Schedule therein written and shown on the plan annexes hereto surrounded by green colour boundary lines interalia providing that 55% (fifty five per cent) of said entire land mentioned in the Schedule here written will be used and/or utilised by BREDCO and 45% (forty Five per cent) will be used and/or utilised by the said Messrs Gundecha Builders.
 - In view of the aforesaid MOU dated 30th June 1992 s compromise dated 29th August 1994 was arrived at between the parties to the said Suit No.1752 of 1983



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Continuation Sheet No.

including Messrs Thakur Brothers, BREDCO and Messrs Gundecha Builders inter alia reiterating that the said MOU dated 30th June 1992 between Messrs Gundecha Builders and BREDCO is binding between the parties and that BREDCO shall have 55% (fifty five per cent) share and interest in the said entire land described in the Schedule herein written and Messrs Gundecha Builders will have 45% (forty five per cent) share and interest in the said entire land described in the Schedule herein and described in the Schedule herein and shown on the plan annexed hereto in green colour boundary lines.

- 10. By an order dated 29th August 1994, a decree in terms of the said compromise/ consent terms dated 29th August 1994 has been passed in the said Suit No.1752 of 1983.
- 11. In the premises with regard to the said entire land admeasuring 50 Acres equivalent to 2,02,349.53 Square Metres described in the Schedule hereunder written and shown on the plan annexed hereto by green colour boundary lines belongs to BREDCO and Gundecha Builders wherein BREDCO is having 55% (fifty five per cent) share and interest and Messrs Gundecha Builders is having 45% (forty five per cent) share and interest.





Continuation Sheet No.

By an MOU dated 24th February 2000 inter alia teta 12. BREDCO and Messrs Gundecha Builders, it is inter confirmed that out of the total area of the said admeasuring 2,02,349.53 Square Metres described Schedule hereunder written and shown on the annexed hereto surrounded by green colour bound lines, it is confirmed and agreed that the admeasuring 1,05,590.50 Square Metres Mnd available for development and an area admeasur Square Metres falls under 91,751.50 reservations as per the plan annexed hereto. In the said MOU dated 24th February 2000 out of,: aforesaid component of 1,05,590.50 Square Metres of t said entire land, an area admeasuring 47,517.52 Square Metres has been alloted and earmarked for the sa Messrs Gundecha Builders as shown on the plan anner hereto and surrounded by red colour boundary lines : area admeasuring 58,076.98 Square Metres sho surrounded by yellow colour boundary lines on " plan annexed hereto has been alloted and earmarked BREDCO.

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13. Under the said MOU dated 24th February 2000 an art admeasuring 91,751.50 Square Metres falling



Continuation Sheet No.

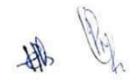
Development Plan Reservations and Development Plan Road, the benefits pertaining thereto in the form of Transfer of Development Right (TDR) or otherwise are apportioned and alloted to the said Messrs Gundecha Builders and BREDCO in the following manner:

Total TDR from	Plot Area	Gundecha	BREDCO
		45%	55%
D. P. ROAD	32655.44 SQ.MTS.	14694.95	17960.49
Total TDR from all D. P. Reservations	59096.06 SQ,MTS.	26593.22	32502.84

Total... 91751.50 41288.17 50463.33

14. In the premises, the said Messrs Gundecha Builders is seized and possessed of and/or otherwise entitled to deal with and dispose of the land shown in red colour boundary lines on the plan annexed hereto admeasuring 47517.52 Square Metres or thereabouts and benefits of the aforesaid reservations in aggregate 41,288.17 Square Metres and BREDCO is seized and possessed of and/or otherwise entitled to deal with and dispose of the land shown in yellow colour boundary lines on the plan annexed hereto admeasuring 58076.98 Square Metres or thereabouts and benefits of the aforesaid

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reservations in aggregate 50463.33 Square Metres.

- 15. The Additional Collector and The Competent Authority, Greater Bombay by a permission dated 20th May under provisions of the Urban Land Ceiling & Read Act, 1976 bearing No.C/ULC/D-III/22/4018 and dated August 1999 bearing No.C/ULC/D-III/22/2653 provisions of section 22 of the ULC Act 1976 alia allowed to hold the said entire cland redevelopment upon the terms and conditions at therein.
- 16. That there is no dispute with regard to the said and the same is free from all encumbrances.

In view of the aforesaid and on the basis of information given and subject to what is stated herein, title of BREDCO and Messrs Gundecha Builders, with regard their respective portion of the said entire land is from encumbrances, good and marketable.

THE SCHEDULE ABOVE REFERRED TO: (The entire land)

ALL THAT agricultural piece or parcel of land or gratuate lying and being at Village Poisar, Taluka Bombay Suburban District in the Registration Sub-Distri



jagrat & Co.

Continuation Sheet No

District of Bombay City and Bombay Suburban bearing S. Nos.34(part), 35, 36, 37, 38(part), 38A, 41(part), 41(part)(A), 42(part) admeasuring 50 Acres and bounded as under:

North: Boundary of Village Magathane;

South: Boundary of S.No.38(part), 41(part);

East: Boundary of S.No.42;

West: Boundary of S.No.38(part).

DATED THIS TO DAY OF APRIL 2000.

Clandalanter.

PARTNER

Annexure: Plan

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ANNEXTURE - C (COLLECTIVELY)

माल-मत्तेच्या रजिस्टर कार्डातील उतारा

तीही तर्वे वीर्रसर

तालुका : बोरीवली, जिल्हा-बुंबई उपन्ना

अर्थ प.

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माल-मत्तेच्या रजिस्टर कार्डातील उतारा

सीटो सबँ चोईसर

तालुका : बोरोवली, जिल्हा-मुंबई उपज्ञार अर्ज क. 9263

सीटी सर्वे नंबर	क्षेत्रफल चौरस मिटर	सत्ता प्रकार	सरकारला भरलेल्यासाऱ्याचा अथव खंडाचा तपिद्याल व तो केव्हा बदलावय	ा चा
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माल-मत्तेच्या रजिस्टर कार्डातील उतारा

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माल-मत्तेच्या रजिस्टर कार्डातील उतारा

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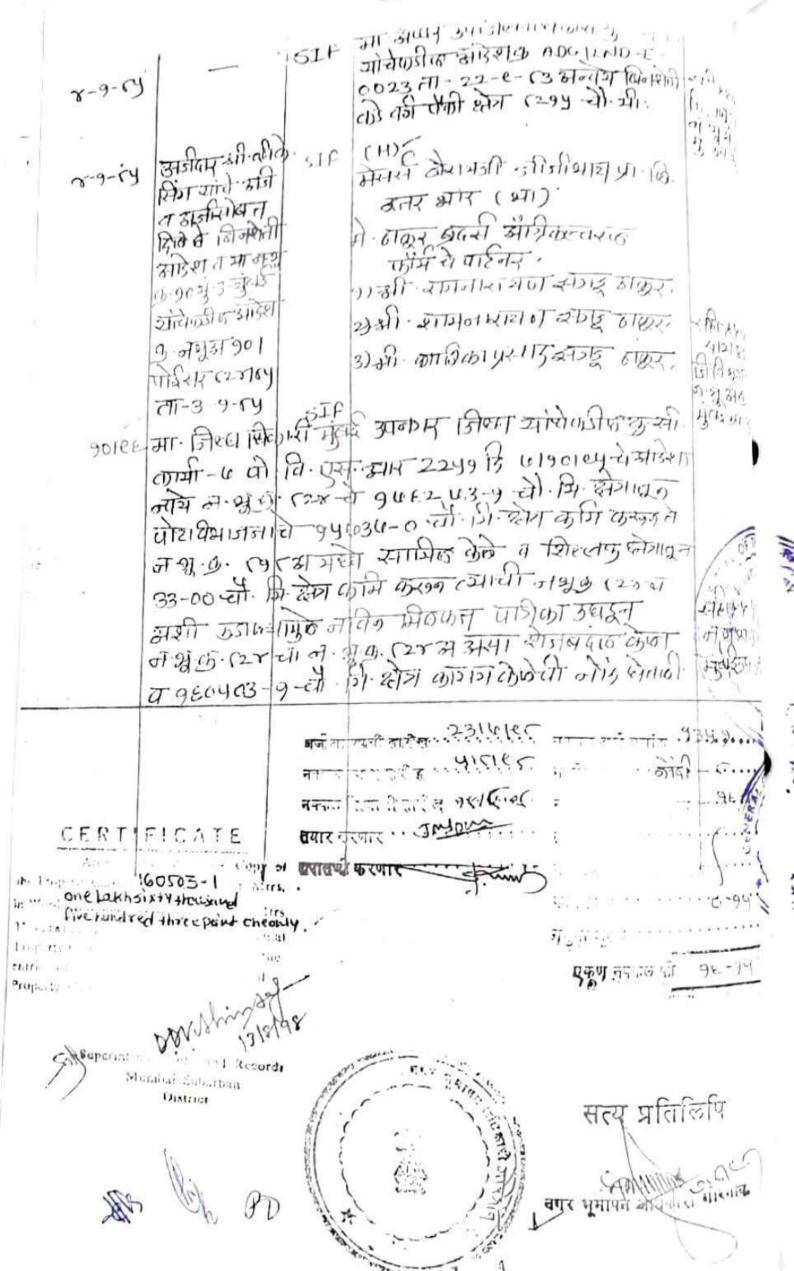
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तालुका : बोरीवरी, जिल्हा-मुंबई (उपम्) 🗍 अर्भ क्र. 9399

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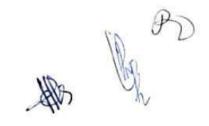
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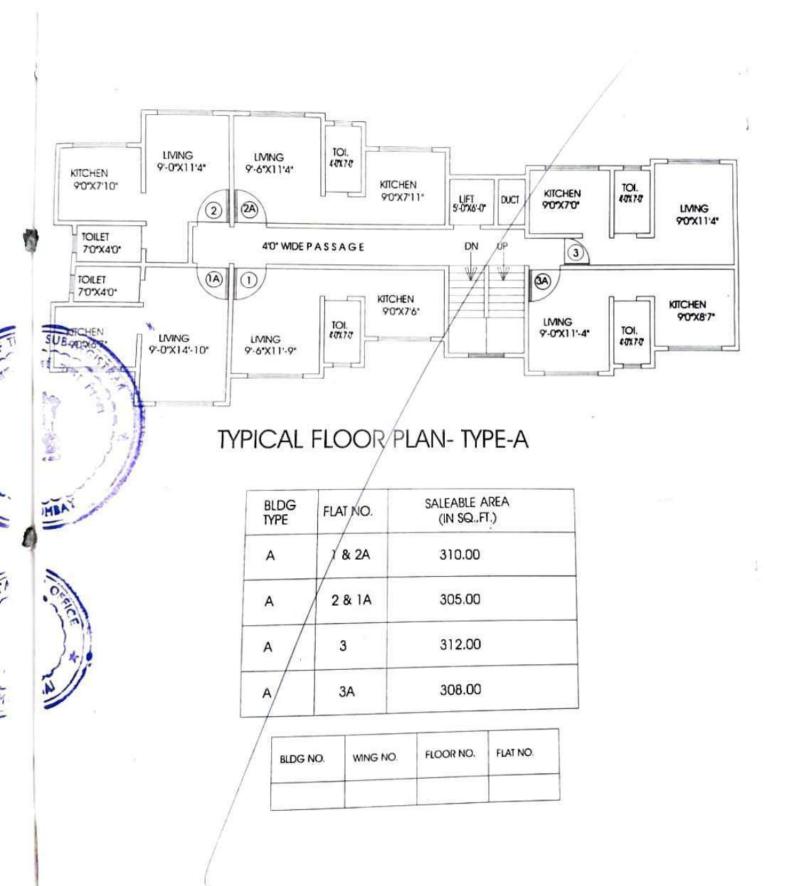
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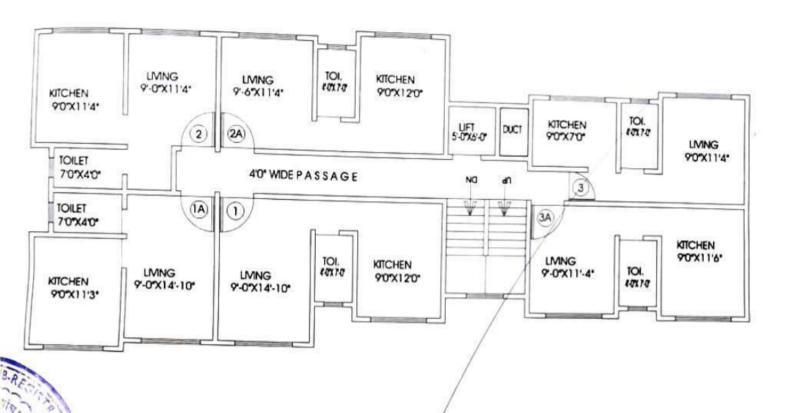


गा. न. नं. ७, ७-अ व १२ गांव पोळेन्सर . हिस्सा नं. 🗘 तालका हार्राटाता नवजदार गू. (9FV)(2FS)(4EE) इता सा श्रुव दिवाक भूला अवार मा १६. क्षेत्र लावणी लायक.... (05 3) (86h) (05h) 20 ילבצי ווכשול דואונה וב האוהד לפועם ביום पोट खराया.... गरायाः चावाशार्थे विज्ञाणा 92 25 3) Janua (114 311 Arab 34 35) 833) 833) 833) 833) 833) MIG 611. हत्ते में शक्त सर्वा आर्शानाम् कार्य 1840 40 राज्यात्राचाराज्या स्वाद्धितावर अज्ञामान्याच्या स्वाद्धित एक्ण.... שלוידל אד אואואואד פואד ביו פוואווו אפוני חולהו रुपये पैसे आमनारकार्य शक्त हरह ाराशाम वसामिर्दे · आकार.... 110 612 TEUS) 77 936721 वुडी अथवा..... म्मान गुडेना लिल्डि मोग ६ ६३५६: (864) 688) ज्यादा आकार... पाणी..... कूळ व खंड वर्ष क्षेत्र रीत पिके य लागवड गोरा क्षेत は山雪 ぶいはつ10月 3115 36. 96. VIE HIOL AYELANS 636 3111 7 1201 erm 63V 14-11/10/2/10/2 8/8/ 336721. आर आस्त्रवानेन्यामारे ३३६ सा (4270) (893) LND/F 10000 79500-11-01% 2214133 140/012714 10-8-31 अस्सल बरहुकूम नक्कल रुज् असे. तहिंदल-घं.रीदस्ती 🧕

All Box

ANNEXTURE - D

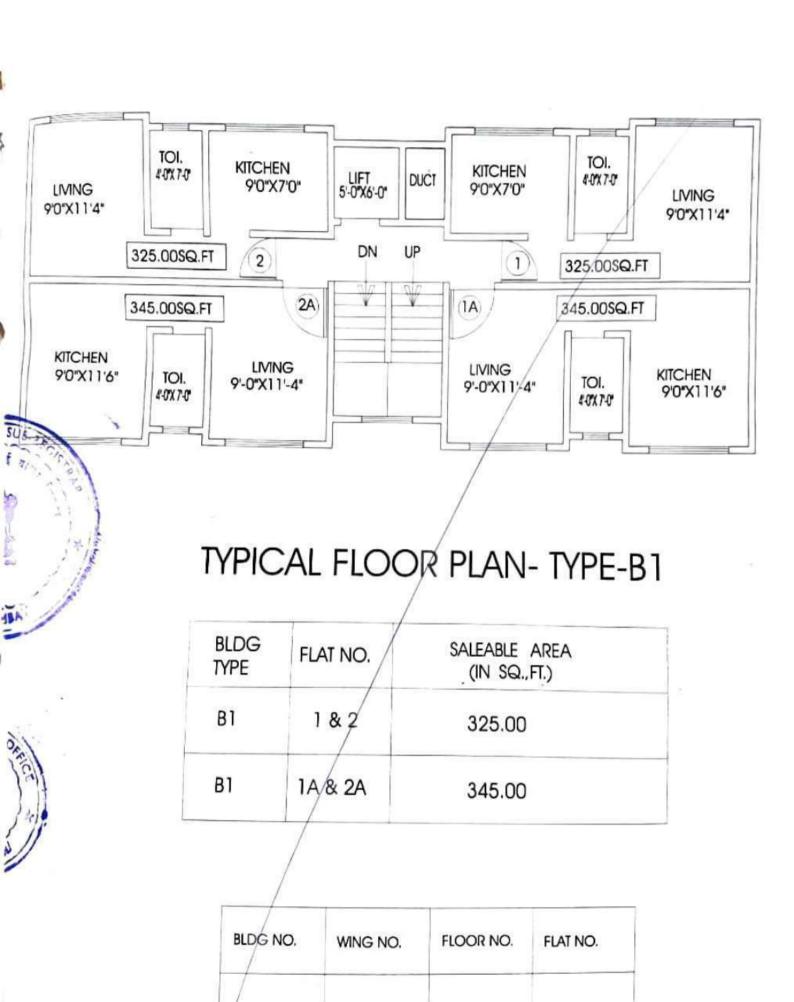


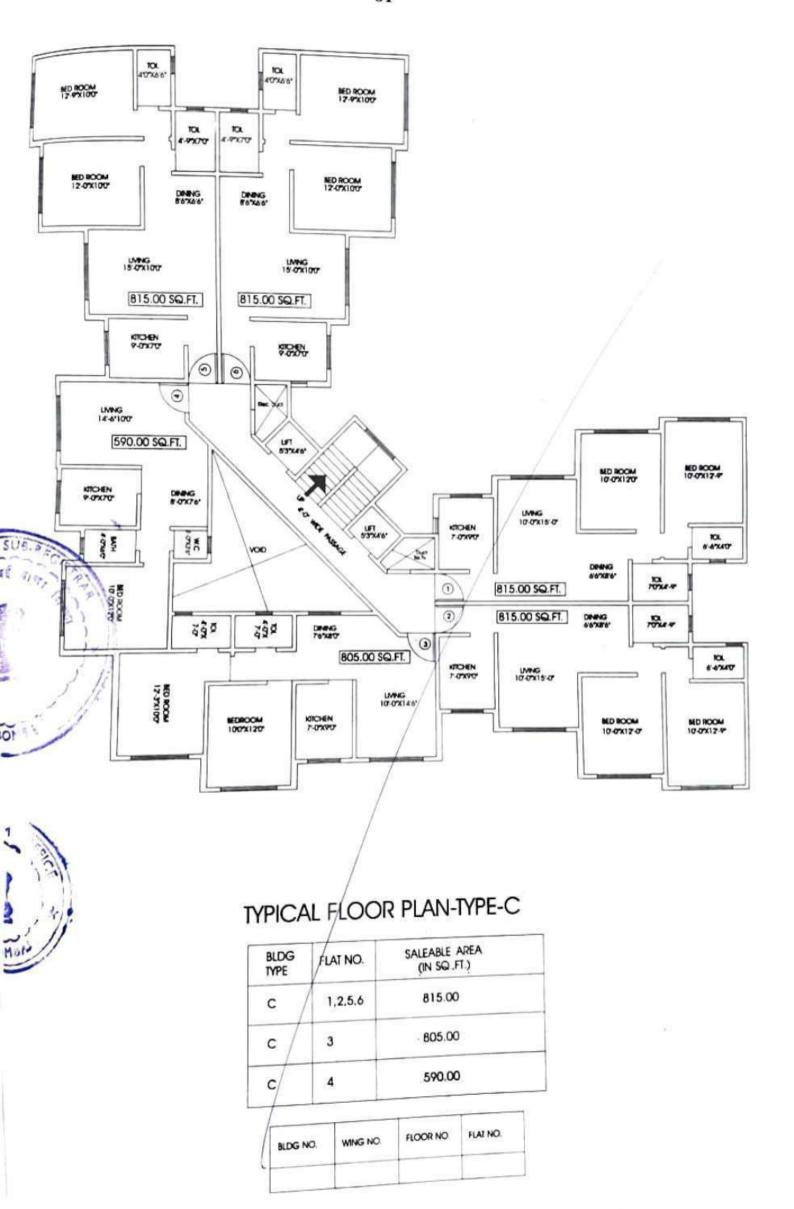


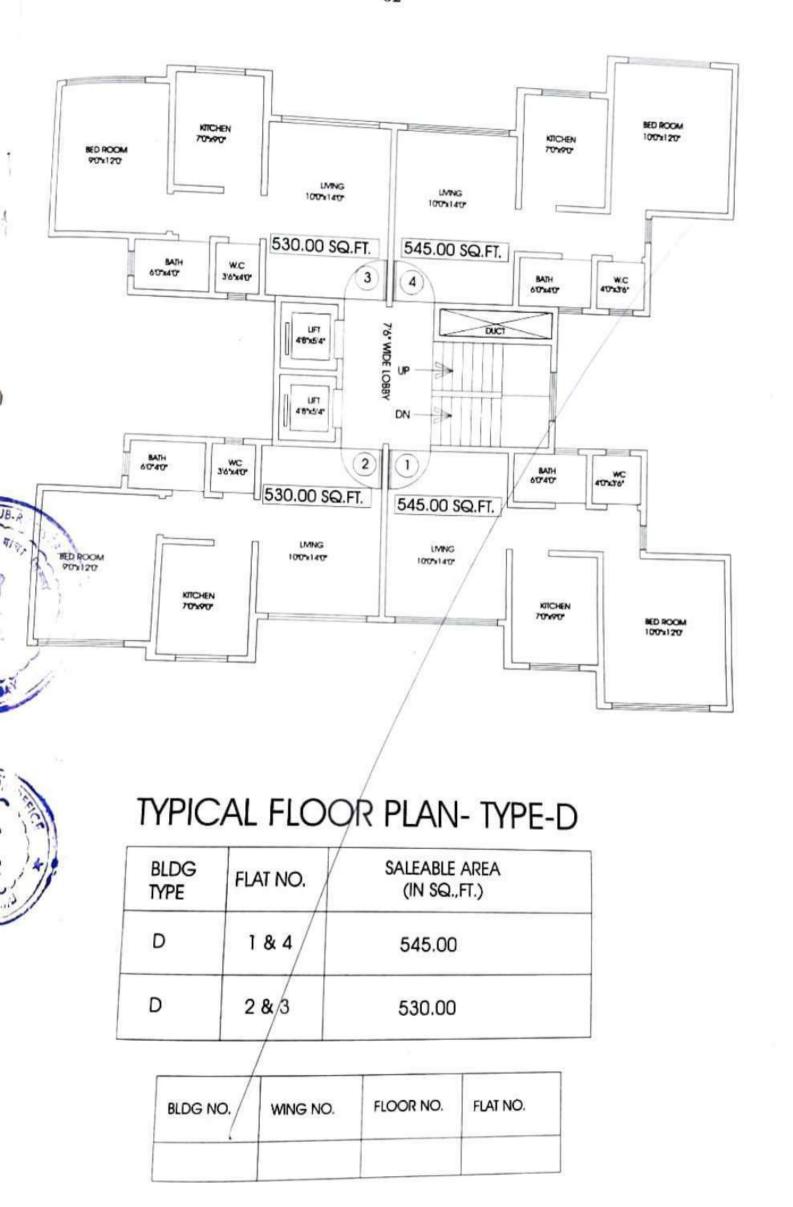
TYPICL FLOOR PLAN- TYPE-B

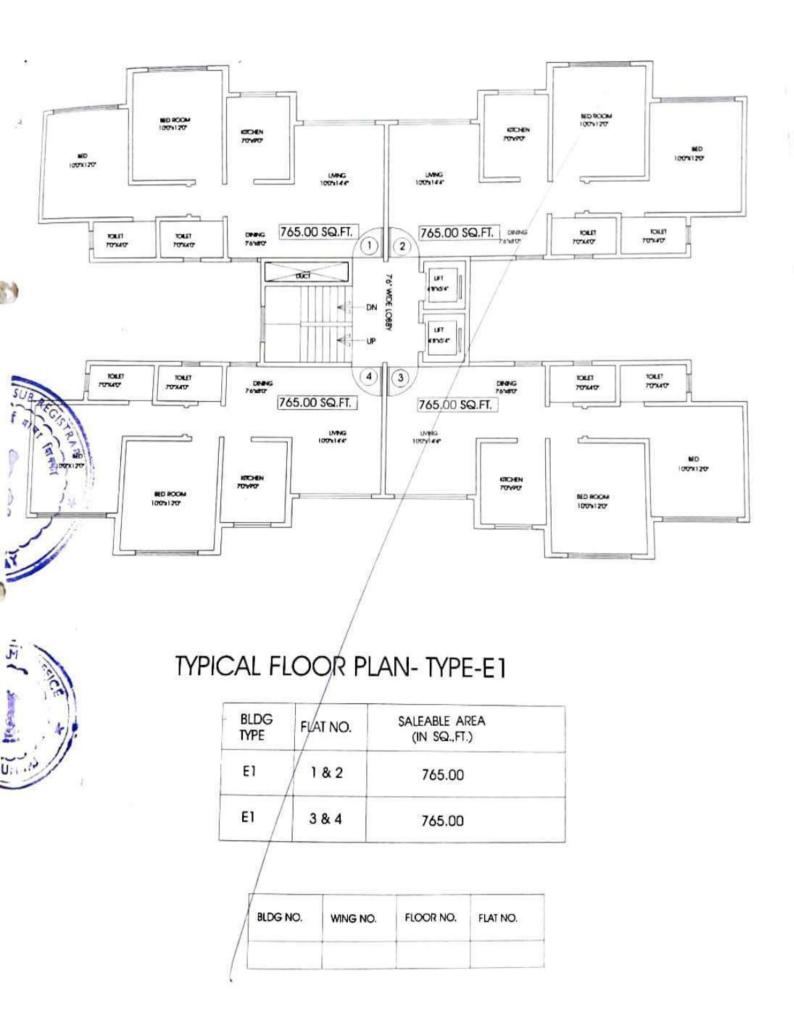
BLDG TYPE	FLAT NO.	SALEABLE AREA (IN SQ.,FT.)
В	1	385.00
В	1A & 2A	350.00
в /	2	340.00
В	3	325.00
В	3A	345.00

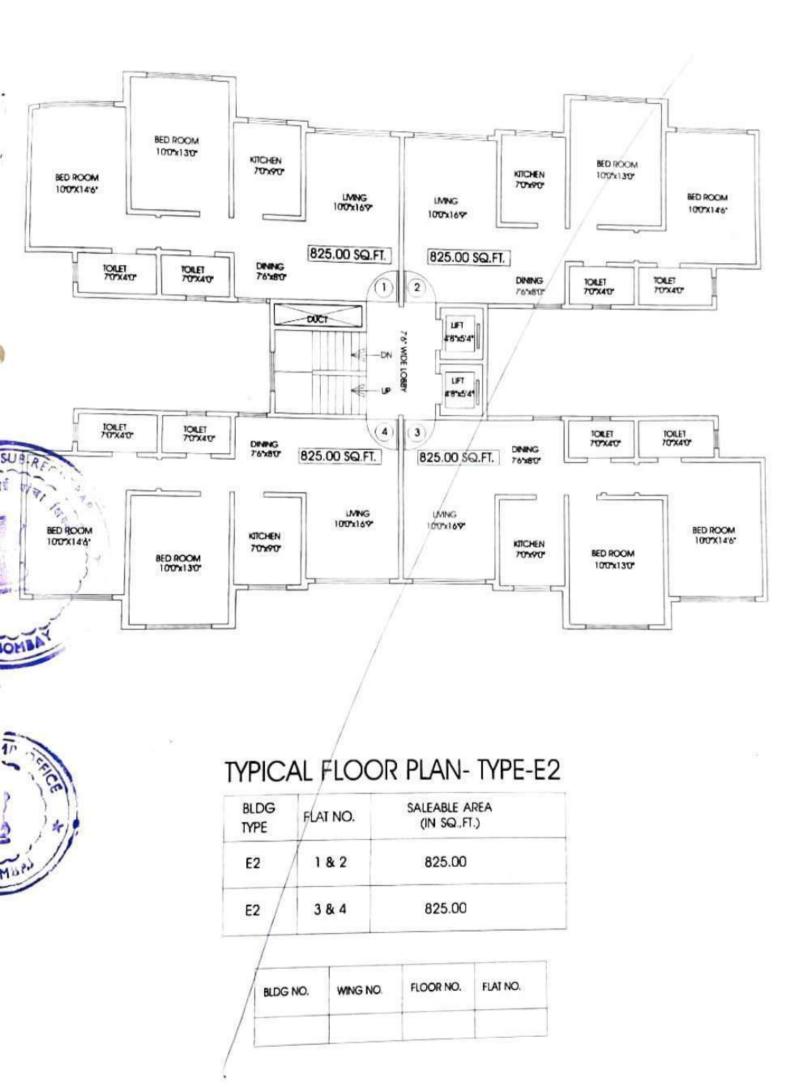
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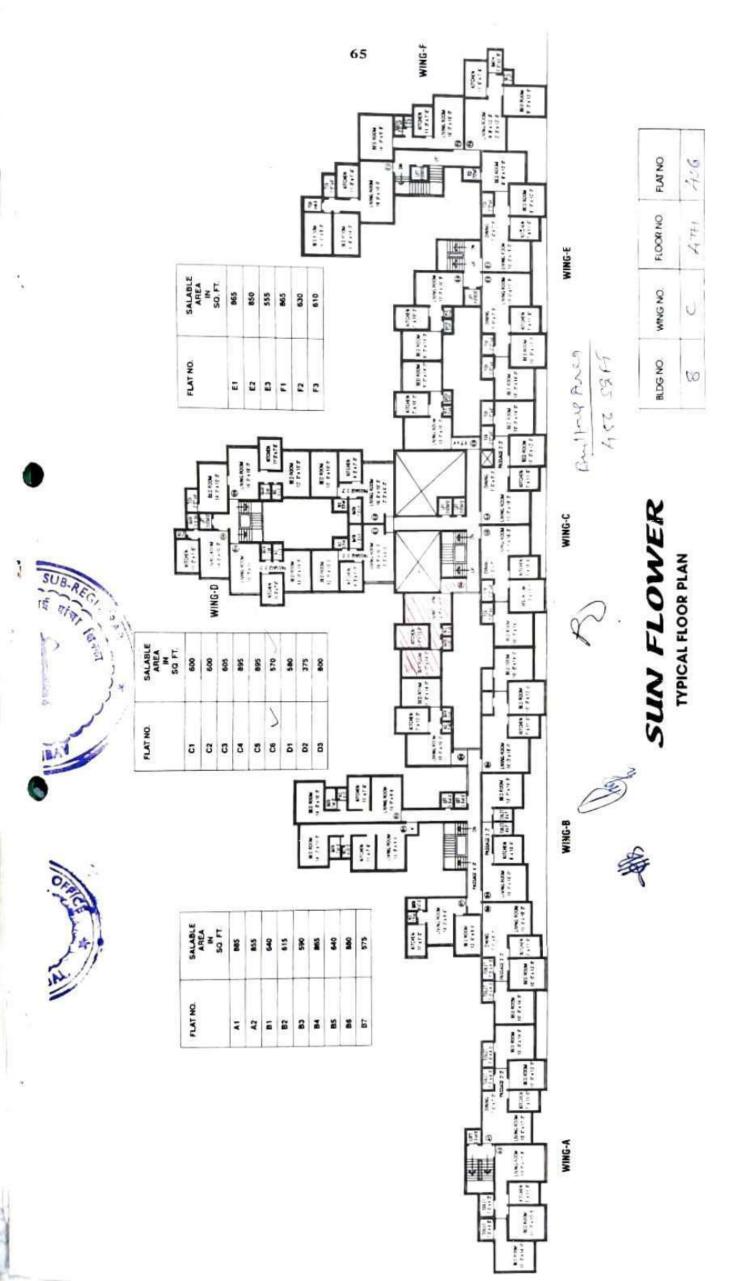












APPLICATION FORM

			Co-operative	Housing	Society	Ltd.,
	31 B			_ (Proposed / R	egistered).	
	fadam,	hereby request	ed, Shri/Smt you to admit me a C			ember of
	society	ars are given below				
iny I		Age				
1		22 20				
4	(3).					
	(4).	Monthly income applicant is depo	e of the Applicant a	nd of any other	r person on w	hom the
	I have	e gone through the	e proposed/Registere	ed Bye Laws o	f your Society	and the
Rules	and R	egulations thereun	der and I undertake	to abide by the	ne same and v	vith any
nodif	ication	that the Registrar	may make in them.			
Rs. 50		emitting herewith and Re. 1/- as adn	Rs. 250/- towards the	ne value of five	fully paid up s	hares of
	I am p	prepared to contrib	oute n and the balance a	per cent of tota	al cost of the l	and and

obtain loan. In the event of Society being unable to obtain to the extent of its expectation,

I am prepared to contribute further amount towards the cost of land and construction as
the society may require, I have paid Rs. _______ towards the cost of my flat.

I furnish my particulars, in form "E" under schedule III attached to the Bye-Laws as under:-

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

Attested by :

Yours faithfully,

Chief Promoter:

Date:

(The "member of family" as defined in section 6 of the Maharashtra Co-operative Societies Act, 1960 for the purpose of section 8 of the Act includes Wife, Husband, Father, Mother, Grandfather, Grandmother, Step-father, Step-mother, Son, Daughter, Step-son, Step-daughter, Grand-son, Grand-daughter, Brother, Sister, Half-sister and Wife of Brother, or Half-Brother).

अनुक्रमांक नंबर **बालील प्रमाणे फी मिळाली** 99090-नोदणी फीवाजण्याचे दरम्यान दुय्यम निवंधक नक्कल (फोलिओत) मुंबई बॉर्च कार्यालयात हजर केला जादा (कलम ३० प्रमाणे) 707-जादा नक्कल (कलम ६७) यादी फाईलीग टपाल एकूण 99856/ दुय्यम निबंधक, मुंबई अर्पिलाची सुनावणी करण्याखेरीच **वि**बंधकाचे सर्वे अधिकार अससेट सह दुय्यम निबंधक **मंबई उपन**गर जिल्हा) ही. भरत के पारेखा वहा ३८ वर्ष तथापार श. अभाक राज प्रस्त तथा रोड़, भारेगांव (तक्ट) , मुं. नं. ६२ ह में. गुंडेचा विल्ड्स पर्क भागातार की. पारस डी गुंडेचां तक मुखात्वार नं. पार नं 9/82. २) ही मती सम्बद्धा हमालता त्यी त्याहारान वस २१ तर्ष नाकरी रा वाउद मंशील , ७३/३ , जन्मभूमी मार्ग , फोर्ट , मुं ते 9 . हा) श्री. ती. मन न्यायपाला वहा वह वर्ष जोकरी. या व्यह्नार वर्शन प्रमाने दस्तऐवज करून घेणार 9) र्गाउँ (वर्त : दस्तऐवज 2) न्त्री करून दिल्याचे कबुल करतात. गुर्शि नार्णया अस कोर्टाणान 3) न्य २७३ में झील, ७३/३, जब्मभूमी मांग हिंग अविद मारकर वा १७ मेरी व्यव्या A. A. 82

19. 25/22/2002



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- छो अर्र का पम च्युमकार, कार्याय . server . 150.34

विर जे स

- (9) मार्गमन यस कोश्यम (महाल्म) 190.65 वा, पाष्ट्रिय प्रदर्भित्म 73/3 अन्मभूभीमार भुं।
- 9/6 Ali animal aigunil 1.72

Kandiwali 5D # 2000 46834 (8) 12401 AV 1100620 1311201 RP 11010 350 105 30 agus 99097

Dated this _____ Day of December 2001



Between

M/S. GUNDECHA BUILDERS

Ashokraj, S. V. Road, Goregaon (West), Mumbai - 400 062.

Phones: 8724210 - 8722438 - 8720840

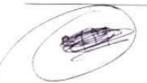
(Developers)

AND

3725

Mr/Mrs/M/s.

HEMALATHA C. KETJAM R-5. A-31 MR P.M. CHINDRAPRAKASH KUTAN S-A-34



(Purchaser)

AGREEMENT FOR SALE

OF

Flat No. 406 On 4TH Floor

In _ C _ Wing of SUNFLOWER Building

Parking Space / Stilt No.

in

VALLEY OF FLOWERS

at

Thakur Village, Opp. Bhor Industries Kandivali (East), Mumbai - 400 101.

Phone: 8864122 / 8853974

Advocates & Solicitors:

M/S. LILANI SHAH & CO.

Office: 52, 9-B, Wadia Bldg. 2nd Flr.,

Cawasji Patel Street, Fort, Mumbai - 400 001.