

4



Agreement

BETWEEN

**The Bombay Dyeing & Manufacturing
Company, Limited**

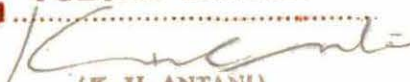
AND

Voltas Limited

FLAT-PURCHASERS are advised to read
this agreement very carefully and
understand its conditions before signing.

**Special attention is invited to
Clause 17 (e)**

Noted..... **VOLTAS LIMITED**



(K. U. ANTANI)
Dy. General Manager
Administration



ARTICLES OF AGREEMENT made at Bombay this ^{18th} day of ^{July} One thousand Nine hundred and Seventy-four BETWEEN THE BOMBAY DYEING & MANUFACTURING COMPANY LIMITED, a Company incorporated and registered under the Indian Companies Act 1866, and having its Registered Office at Neville House, Graham Road, Ballard Estate, Bombay hereinafter called "THE COMPANY" (which expression shall, unless it be repugnant to the context or meaning thereof mean and be deemed to include its successors and assigns) of the ONE PART; AND SARVASHRI/SHRI/SMT

Volta Limited

hereinafter for brevity's sake called "THE FLAT-PURCHASER/S" which expression shall, unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their respective heirs, executors and administrators and permitted assigns of the OTHER PART:

WHEREAS:

- (i) The Company is absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece or parcel of vacant land or ground being Sub-Plot No. 5 of Final Plot No. 1216 of Town Planning Scheme Bombay City No. IV (Mahim Area) situate off Vir Savarkar Marg, Bombay, in the City and Island and the Registration District and Sub-District of Bombay and more particularly described in the First Schedule hereunder written (hereinafter called "the said Property"). The said property is inclusive of a strip of land leading from Veer Savarkar Marg. The said strip of land is subject however to a right of way in favour of the owners and occupiers of the neighbouring properties;
- (ii) The Company is constructing two buildings thereon to be known for the time being as, "BOMBAY DYEING APARTMENTS in accordance with the plans and specifications passed by the Municipal Corporation of Greater Bombay and appropriate authorities and is contemplating to sell the premises therein on what is commonly known as 'Ownership Basis';
- (iii) The Company has supplied to the Flat-Purchaser/s such of the documents mentioned in the Rules of The Maharashtra Ownership Flat Rules, 1964, (hereinafter called "the said Rules") as demanded by the Flat-Purchasers;
- (iv) The Company is entering into separate agreements with several other person or persons in respect of the sale of flats/parking spaces in the buildings to be hereafter constructed on the said property described in the First Schedule hereunder written on what is commonly known as 'ownership Basis';
- (v) The Flat-Purchaser/s has/have agreed to acquire Flat No. ^{12/2} and or Parking Space in the said buildings under construction on the said property (hereinafter referred to as "the said Flat/Parking Space") on the terms and conditions hereinafter appearing;

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

1. The Company is constructing the said buildings to be for the time being known as, "BOMBAY DYEING APARTMENTS" on the said property described in the First Schedule hereunder written in accordance with the plans and specifications which have been kept by them at their office at Neville House, Graham Road, Ballard Estate, Bombay and at the building site for inspection and the Flat-Purchaser/s agree/s that the Company may make such variations, modifications, additions and alterations therein as may be required to be done by the Government, the Bombay Municipal Corporation or any other local authority.

2. The Flat-Purchaser/s agree/s that the Company shall have the right to make changes, alterations, amendments, additions in the plan and in the said buildings from time to time

(including construction of additional floor or floors and other structures) and the Flat-Purchaser/s expressly consent to the same and further confirms that he/she/they shall have no objection to the same.

3. The Flat-Purchaser/s has/have prior to the execution of this agreement satisfied about the title of the Company to the said property and the Flat-Purchaser/s shall not be entitled to investigate the title of the Company and no requisitions or objections whatsoever shall be raised on any matter relating thereto. A copy of the Certificate of Title issued by Messrs. Ambubhai & Diwanji, Attorneys-at-Law with regard to the title of the Company to the said property is hereto annexed and marked Ex. "A".

4. That Flat-Purchaser/s hereby agree/s to acquire Flat No. 12/2 on the Twelfth floor of the said South Building and a Parking Space as per plans and specifications seen and approved by the Flat-Purchaser/s copies whereof have been furnished by the Company at or for the price of Rs. 2,36,816/- made up as following i.e. to say a sum of Rs. 54,270/- towards the consideration moneys for land and a sum of Rs. 1,70,046/- towards the cost of construction which shall be paid in the manner given below:—

(a) Rs. 47,363/20

equivalent to 20% of the total purchase price on or before the execution of this agreement as earnest money

(b) Rs. 35,522/40

(15%) on the completion of plinth;

(c) Rs. 11,840/80

Each on the completion of the slab over the First floor, Third floor, Fifth Floor, Seventh Floor, Nine Floor, Eleventh Floor, Thirteenth Floor, Fifteenth Floor, Seventeenth Floor, Nineteenth Floor, Twenty First Floor and Twenty third floor.


and the balance of Rs. 11,840/80 upon the Company offering to deliver to the Flat-Purchaser/s vacant possession of the said Flat/Parking Space. The Flat-Purchaser/s shall at the time of payment of the last instalment also pay his/her/their share of proportionate stamp duty and registration charges payable on the document to be executed in favour of the Co-operative Society or Limited Company or an Association of Apartment owners or other incorporated body in whose favour the Conveyance or other document is executed to complete its title to the property and chargeable in respect of the Flat and Parking Space and the deposits and other amounts mentioned in Clause 17 hereof.

5. The Company agree to hand over the possession of the said Flat and Parking Space to the Flat-Purchaser/s on or before the 31st December 1976 subject however to availability of cement, steel or other building materials and subject to any act of God, such as earthquake, floods or any other natural calamity, act of enemy, war or other causes beyond the control of the Company and also subject to the availability of water connection from the Bombay Municipal Corporation and Electric connection from the B.E.S. & T. undertaking.

6. Nothing contained in these presents shall be construed to confer upon the Flat-Purchaser/s any right, title or interest of any kind whatsoever in, to or over the said property or building or any part thereof such conferment by the Company to take place only upon the execution of the Conveyance to a Limited Company or a Co-operative Society or other incorporated body to be formed of the Purchasers of different Flats in the said buildings or on execution of Deed of Transfer in favour of an Association of Purchasers of Flats in the said Buildings under the provisions of The Maharashtra Apartments Ownership Act, 1970, or until all the Flat-Purchaser/s are admitted as the members of the Co-operative Society, Limited Company, Association of Apartment Owners or Incorporated Body as hereinafter stated.

7. The Flat-Purchaser/s shall have no claim save and except in respect of the particular Flat/Parking Space hereby agreed to be acquired and the open spaces, unallotted parking spaces, lobbies, staircases, lifts, terraces, etc. will remain the property of the Company until the entire property is transferred to the Co-operative Society or a Limited Company or other Incorporated Body or an Association of the Purchasers of Flats as hereinafter mentioned but subject to the rights of the Company herein stated.





8. The terraces of the buildings including the parapet walls shall always be the property of the Company and the Company shall also be entitled to display advertisements in or over the walls of the terraces and shall be exclusively entitled to the income that may be derived by display of the said advertisement at all times hereafter. The Agreement with the Flat-Purchaser/s and all the Purchasers of Flats/Parking Spaces in the said building shall be subject to the aforesaid rights of the Company who shall be entitled to use the said terraces, the parapet walls and the walls of the terraces, therein for any purpose including the display of advertisements and the Flat-Purchaser/s shall not be entitled to raise any objection or to any abatement in the price of the Flats/Parking Space agreed to be acquired by him/her/them and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. IT IS HEREBY AGREED that the Company shall be entitled either to nominate any other person to obtain the benefits of the rights and interests conferred by this clause or to assign such benefits, rights and interest in favour of any other person. Such nominees or assignees shall be admitted as members of the Society or other Incorporated Body, Limited Company or an Association of Apartment Owners in case such Society, Limited Company or an Association or other Incorporated Body admits the Purchaser/s of the parking spaces as its members in pursuance of the provisions hereinafter contained.

9. (a) The Company shall be entitled to transfer, assign, dispose off and or sell in any manner it deems proper the said terraces etc. to anybody on the terms and conditions mentioned in Clauses 8 and 9 (b). The Flat-Purchaser/s along with other Purchasers will not raise any objections of whatsoever nature in respect of the right title and interest of the Company and/or its nominees and/or assignees in respect of the matters mentioned in clauses 8, 9 (a) and 9 (b) of this Agreement.
- (b) The Company shall become the member of the Society or Limited Company or an Association of Apartment Owners or other Incorporated Body in respect of its rights conferred by Clause 8 above. If the Company transfers, assigns or disposes off the said terraces etc. at any time to anybody, the assignees transferees and/or the Purchasers shall become the members of the Society and/or the Limited Company or Association of Apartment Owners or other Incorporated Body in respect of the said terraces etc. The Flat-Purchaser/s will not have any objection to admit such assignees or transferees or Purchasers as the members of the Society and/or Limited Company, and/or Association of Apartment Owners and/or other Incorporated Body.
- (c) The Flat-Purchaser/s agree/s that he/she/they along with the other Purchasers of flats, parking spaces in the said buildings shall not demand from the Company or its nominees or transferees any amount by way of monthly maintenance charges or any other charges.

10. If the Company shall get the benefit of additional F.S.I. for construction from the Bombay Municipal Corporation, the Company will be at liberty to put any number of additional floors over and above the buildings and will also be entitled to construct any other buildings in the compound and to sell them. The Flat-Purchaser/s will not be entitled to any rebate and/or concession in the price of his/her/their Flat/Parking Space on account of the construction of the additional floors on the said building and/or on account of the reconstruction of any other building and/or the changes, alterations and additions made in such building or buildings.

11. In the event of the Company constructing any terrace flats on the upper floors of the Buildings then the owners of such terrace flats shall be entitled to the exclusive use of the terraces situate on the said floor. It is agreed that neither the Society nor a Limited Company or an Association of Apartment Owners or any other Incorporated Body shall have any access to the said terrace save and except for the limited purpose of maintenance of lift rooms PROVIDED HOWEVER that the Purchaser or Purchasers of such terraces shall have no claim over the terraces situate above such flats.

12. PROVIDED THAT the Company do not in any way affect or prejudice the rights hereby granted in favour of the Flat-Purchaser/s in respect of the Flat/Parking Space agreed to be purchased by the Flat-Purchaser/s, the Company shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its rights, title and interest in the said property and the buildings constructed and hereafter to be constructed thereon.




13. As soon as the buildings are notified by the Company as complete each of the Flat-Purchasers/Parking Space holders shall pay the respective arrears of price payable by them within 15 (fifteen) days of such notice served individually or put up at some prominent place in the said buildings. If any of the Flat-Purchasers fail to pay the said arrears as aforesaid, the Company will be entitled to forfeit the amounts previously paid by such defaulting Flat/Parking Space Purchasers who shall lose all rights in the Flat/Parking Space agreed to be taken by them and all the rights and benefits under this Agreement.

14. Under no circumstances, possession of the Flat/Parking Space shall be given by the Company to the Flat-Purchaser/s unless and until all payments required to be made under this agreement by the Flat-Purchaser/s shall have been made to the Company.

15. The Company shall in respect of any amount remaining unpaid by the Flat-Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said Flat/Parking Space agreed to be acquired by the Flat-Purchaser/s.

16. The Flat-Purchaser/s shall from the date of the receipt of him/her/them of the notice from the Company to take possession of the Flat/Parking Space regularly pay every month provisional amount of Rs. 500/~~700~~ (Rupees Five hundred/~~Seven hundred~~) towards taxes and all other outgoings and expenses mentioned in the Second Schedule hereto.

17. (a) The Flat-Purchaser/s hereby agree/s to deposit a sum of Rs. 1775/~~2500~~ (Rupees One thousand seven hundred seventy five/~~Two thousand and five hundred~~) for the performance of this Agreement;

(b) The Flat-Purchaser/s agree/s to deposit with the Company a sum of Rs. 500/- towards the share money, entrance fees and legal costs;

(c) The Flat-Purchaser/s agree/s to pay to the Company the actual amount of deposit payable to B.E.S. & T. Undertaking and Municipal Corporation of Greater Bombay for the electrical and water meters to be installed on or outside the premises of the Flat-Purchaser/s;

(d) The Flat-Purchasers shall also pay to the Company a sum of Rs. 1500/- (Rs. one thousand five hundred only) by way of charges for providing Cables and Sub-station at or before taking possession of the said Flat to be adjusted as per his/her/their proportionate share of such charges;

(e) The Flat-Purchaser/s is/are aware that stamp duty and registration charges are payable on the Conveyance or other documents to be executed in favour of the Society, Limited Company or an Association of Apartment Owners or any other incorporated body to be formed of the Flat-Purchasers. **It is expressly agreed between the parties hereto that until and unless the Flat-Purchaser/s shall have paid the entire purchase price, all the amounts payable under this agreement and his/her/their proportionate share of stamp duty and registration charges possession of the Flat/Parking Space shall not be handed over to him/her/them;**

(f) The deposit kept for the performance of the agreement after deducting therefrom arrears of taxes and expenses mentioned in the Second Schedule and the expenses incurred on the formation of the Co-operative Society or Limited Company or an Association of Apartments Owners or other Incorporated body and stamp duty, registration charges and legal expenses etc. will be transferred to Society or Limited Company or an Association of Apartment Owners or other Incorporated Body in the account of the Flat-Purchaser/s when the above Co-operative Society or Limited Company or an Association of Apartment Owners or other Incorporated Body is formed and the property is finally transferred to the said Co-operative Society or Limited Company or an Association of Apartment Owners or other Incorporated body. If however such Society or Limited Company or an Association of Apartment owners, or other Incorporated body is not formed the said amount will be transferred to the name of the Flat-Purchaser/s in the accounts of the Company;



Se/e

Se/e

Se/e
e

18. Notwithstanding anything contained in this agreement the Flat-Purchaser/s hereby agree/s to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal Taxes and other outgoings, in respect of the matters specified in the Second Schedule hereto, such share to be determined by the Company with regard to the area of each Flat/Parking Space. The Flat-Purchaser/s will not be entitled to ask for the adjustment of the deposit against the expenses of Municipal Taxes and outgoings.

19. So long as each Flat/Parking Space in the said buildings shall not be separately assessed for Municipal Taxes and water charges the Flat-Purchaser/s shall pay a proportionate share of the water charges and Municipal Taxes assessed on the entire buildings, such proportion to be determined by the Company on the basis of the area of each Flat/Parking Space. The Flat-Purchaser/s will not require the Company to contribute a proportionate share of the maintenance charges of the Flat/Parking space etc. which are not sold and disposed off by the Company. The Company will also be entitled the refund of the Municipal Taxes on account of the vacancy of the said Flats/Parking spaces.

20. The Flat-Purchaser/s hereby agree/s that in the event of any amount being payable by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of any nature whatsoever in relation to the property becoming payable by the Company, the same shall be reimbursed by the Flat-Purchaser/s to the Company in proportion to the area of Flat/Parking space agreed to be purchased by the Flat-Purchaser/s.

21. The Flat-Purchaser/s shall maintain at his/her/their own cost the Flat/Parking Space agreed to be acquired by him/her/them in the same good condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Bombay Municipal Corporation and B.E.S. & T. Undertaking or any other authorities and local bodies and shall attend, answer and be responsible for all actions, violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement. If for any reason the Company shall not get electric connection for domestic power then the Flat-Purchaser/s shall take the possession of the premises agreed to be purchased without objection to the fact that the domestic connection is not provided in the Flat/Parking space provided however that the Company will complete the fittings of the domestic power points.

22. The Flat-Purchaser/s along with other Flat/Parking space holders will pay the amounts to the Company in respect of the deposit made by the Company for the water supply of the building to the Municipal Corporation and also the deposit paid to the B.E.S.&T. Undertaking for electric meter, for lighting and for power.

23. The Flat-Purchaser/s hereby agree/s to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further the Company is not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on their respective due dates.

24. In the event of the Flat-Purchaser/s being a Purchaser/s of the Parking Space in the said building/s and in the event of the Company entering into agreements for sale of Parking Spaces in the building/s with any other party or parties including the Flat-Purchaser/s, the Purchaser/s of any such Parking Space shall not be treated as the owner of such Parking Space and shall not be entitled to be an Ordinary Member of the Society or Limited Company or Association of Apartment Owners or other Incorporated body but only an Associate Member to whom shall be granted a permanent lease of such Parking Space at a rent equivalent to and in proportion to the outgoings including Municipal Taxes etc. if any, payable in respect of the Parking Space and the Flat-Purchaser/s shall vote in favour of the proposal for granting such permanent lease in favour of the Purchaser/s of such Parking Spaces.

25. The Purchaser/s shall upon the Company intimating to the Flat-Purchaser/s forthwith along with other Purchaser/s of the Flats and Parking Spaces take steps to form a Co-operative Housing Society or a Limited Company or an Association of Apartment Owners or other Incorporated Body as the case may be whereupon the Owners shall assign and transfer the said premises to the said such Society or Limited Company or an Association of Apartment

Owners or other Incorporated Body. It is agreed and understood between the parties hereto that the steps for the formation or registration of the said Co-operative Housing Society or Limited Company or an Association of Apartment Owners or other Incorporated Body as the case may be shall be taken by the various Purchaser/s with consent, concurrence and approval of the Company PROVIDED ALWAYS that if for any reason whatsoever the Purchaser/s is/are unable to register such a Co-operative Housing Society, the Purchaser/s may proceed to register an Association of Apartment Owners under the Maharashtra Apartments Ownership Act, 1970 (Maharashtra Act No. IV of 1971) in which event the Company and Flat-Purchaser or Purchasers shall for the purpose of such registration submit to the provisions of the Act and do and execute all acts, deeds and things necessary for the purpose. In any event the Stamp Duty, and Registration charges (if any) payable on the said Deed of Transfer and Conveyance or any other deeds or writings shall be borne and paid by the Purchasers proportionally PROVIDED FURTHER that in all matters pertaining to the formation or registration of the said Society or the Association as the case may be in case of any difference of views or opinion, the view or opinion of the Company will be final and binding on all the Flat-Purchaser/s in the Buildings upon such Society or Limited Company or an Association or other Incorporated Body being formed and registered and upon receipt of the full consideration moneys the Company shall execute in favour of such Society or Limited Company or Association or other Incorporated Body a Conveyance and/or a Deed of Transfer of the said property described in the First Schedule hereunder written TOGETHER WITH the Buildings standing thereon and shall also transfer the said strip of land leading from Veer Savarkar Marg to the property described in the First Schedule hereunder written. It is however agreed that the said strip of land shall be transferred and conveyed subject to the covenants for right of way in favour of the neighbouring properties.

26. The Bye-laws of the said Society or the Regulations of the Association shall contain in addition to the standard clauses, the following clauses, viz:—

- (a) That the Flat-Purchaser/s shall use and occupy the Flat only for residential use by himself/herself/themselves and the members of his/her/their family and shall use and occupy the Parking Space only for the parking of motor vehicle;
- (b) That he/she/they will not let, sub-let or give on leave and licence the said Flat and/or the Parking Space without obtaining previous consent in writing of the said Society or the Association or Limited Company which consent shall be given by the said Society or the Association or Limited Company only for the permitted user upon such terms and on payment of such amount, lump sum or monthly to the said Society or the Association or Limited Company as the Managing Committee of the said Society or Association or Limited Company may decide having regard to the income derived by such Flat-Purchaser/s from the said Flat and/or the Parking Space;
- (c) That the Flat-Purchaser/s shall not sell, assign or transfer the said Flat and/or the Parking space to any outsider without obtaining previous consent in writing of the said Society or the Association or Limited Company which consent will not be unreasonably withheld and will be accorded on such terms as the Managing Committee of the said Society or Association or Limited Company may determine;
- (d) That the said Society or the Association or Limited Company will be entitled to create a Reserve Fund and ask the members to deposit amounts that may be fixed by the Committee from time to time in the Reserve Fund for the purpose of repairs, painting and maintenance to the exterior of the said building and lift, staircases, open passages and compound and compound walls and for carrying out any major or structural repairs that may be required to be carried out to the said buildings;
- (e) That the said Society or the Association or Limited Company will be entitled to ask the members to deposit an amount equivalent to the members contribution for taxes, and outgoings etc. for a period of three months.

27. The Flat-Purchaser/s hereby covenant/s to keep the Flats/Parking space walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging in good tenantable repair



Handwritten initials or a signature in the bottom left corner of the page.

and condition and in particular so as to support, shelter and protect the portion of the buildings other than their Flats/Parking space.

28. The Flat/Purchaser/s shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off their Flats/Parking space nor assign, under-let, or part with their interest or the benefit of this agreement or any part thereof till all their dues of whatsoever nature owing to the Company are fully paid and only if the Flat-Purchaser/s have not been guilty of breach of or non-compliance with any of the terms and conditions of this agreement and until he/she/they obtain previous consent in writing of the Company.

29. The Flat-Purchaser/s shall permit the Company and its surveyors or agents with or without workmen and others at all reasonable times to enter into and upon his/her/their flats/parking space or any part thereof to view and examine the state and conditions thereof and the Flat-Purchaser/s shall make good the repairs if any required by the Company within 15 days of the giving of much notice in writing by the Company to the Flat-Purchaser/s.

30. The Flat-Purchaser/s shall permit the Company and its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the Flats/Parking space or any other part thereof for the purpose of repairing any part of the building and for the purpose of making good, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, gutters, and other conveniences, belonging to or serving or used for the said buildings and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting off the supply of water to the Flat/Parking spaces or any other Flats/Parking space of the building in respect whereof the Flat-Purchaser/s or occupier/s of any other Flats/Parking spaces as the case may be shall have made default in paying their share of the water tax.

31. The Flat-Purchaser/s shall not use the Flat or permit the same to be used for any purpose whatsoever other than as residence nor use the parking space except for keeping the motor car nor for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the Flats/Parking spaces in the building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purpose.

32. The Flat-Purchaser/s will not at any time demolish or cause to be demolished the Flats/Parking space or any part thereof nor will he/she/they at any time make or cause to be made any additions or alterations of whatever nature to the said Flats/Parking space or any part thereof, without the written consent of the Company. The Flat-Purchaser/s is/are not permitted to make any alterations in the elevation and outside colour scheme of the Flats/Parking space agreed to be acquired by him/her/them.

33. After the possession of the Flats/Parking spaces is handed over to the Flat-Purchasers if any additions or alterations in or about or relating to the said buildings are thereafter required to be carried out by the Government, Municipality or any statutory authority, the same shall be carried out by the Flat-Purchasers in co-operation with the Purchasers of the other Flats/Parking spaces in the said buildings at their own costs and the Company shall not be in any manner liable or responsible for the same.

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

35. The Flat-Purchaser/s shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown in their flats or in the compound or any portion of the buildings.

36. After the building is completed and ready and fit for occupation and after the Society or Limited Company or an Association of Apartment Owners or incorporated Body is formed and all Flats/Parking Spaces in the said buildings have been sold and disposed off by the Company and after the Company have received all dues payable to them under the terms of the agreements with various Flats/Parking Spaces Purchasers, the Company shall execute a proper

e. Lal

Conveyance and other documents in favour of such Society or Limited Company or an Association of Apartment Owners or other incorporated body as herein provided in respect of the said property more particularly described in the First Schedule hereunder written together with the buildings standing thereon.

37. In the event of the Society or Limited Company or an Association of Apartment Owners or other Incorporated Body being formed and registered before the sale and disposal by the Company of all the Flats/Parking Spaces in the said buildings, the power and authority of the society or the Limited Company or an Association of Apartment Owners or other Incorporated body as formed of the Flat-Purchaser and other Purchasers of Flats/Parking Spaces shall be subject to the over all control and authority of the Company in respect of the construction and completion thereof and all amenities appertaining to the same and in particular, the Company shall have absolute authority and control as regards the unsold Flats/Parking Spaces and the disposal thereto, and the consideration for which the same shall be disposed off.

38. The Company shall not be bound after the expiry of 3 (three) months after the Flat-Purchaser is given the notice mentioned in Clause 16 hereof for the management of the buildings, realisation of the outgoings as referred in the Second Schedule, and the Disbursements of the payments to be made.

39. Any delay or indulgence by the Company in enforcing the terms of this agreement or any forbearance or giving of time to the Flat-Purchaser/s shall not be construed as waiver on the part of the Company of any breach or non Compliance of any of the terms and conditions of this agreement by the Flat-Purchaser/s nor shall the same in any manner prejudice the rights of the Company.

40. All letters, receipts and/or notices issued by the Company despatched under Certificate of Posting to the address known to them of the Flat-Purchaser/s will be sufficient proof of receipt of the same by the Flat-Purchaser/s and shall completely and effectually discharge the Company. For this purpose the Flat-Purchaser/s have given the following address:—

*Voltas Ltd.
19, Graham Rd.
Ballard Estate
Bombay 400 038.*

41. If the Flat-Purchaser/s neglect/s, omit/s or fail/s for any reason whatsoever to pay to the Company the amounts due and payable by the Flat-Purchaser/s under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time herein specified or if the Flat-Purchaser/s shall in other way fail to perform or observe any of the terms and stipulations on his/her/their part herein contained or referred to, the Company shall be entitled to re-enter upon and resume possession of the said Flats/Parking spaces any everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Flat-Purchaser/s shall stand absolutely forfeited to the Company and the Flat-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 Flat-Purchasers or any part thereof and the Flat-Purchaser/s hereby agree/s to forfeit all his/her/their right, title and interest in the said Flat/Parking Space and all amounts already paid and in such event the Flat-Purchaser shall also be liable to immediate ejection as a trespasser but the right given by this clause to the Company shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this agreement of the Company against the Flat-Purchaser/s.

42. With^{out} prejudice to the rights of the Company under the Maharashtra Ownership Flats Act, 1964, and/or any other Act, the Company will be entitled to take action against the Flat-Purchaser/s, if he/she/they do not pay his/her/their proportionate share of outgoings referred to in Second Schedule of the Agreement every month and he/she/they remain in arrears for three months. The Company will terminate this agreement and enter upon the premises and forfeit all the monies paid by the Flat-Purchaser/s to the Company under this Agreement and resume possession of the Flats/Parking spaces agreed to be acquired by him/her/them.

43. All costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company or other Incorporated Body or an Association of Apartment Owners as well as the costs of preparing, engrossing, stamping and registering all the Agreements, Deed of Conveyance or any other document or documents required to be executed by the Company



and by the Flat-Purchasers including stamp duty, registration charges etc. payable in respect of such documents as well as the entire professional costs of the Attorneys of the Company in preparing and approving all such documents shall be borne by the Society or Limited Company or Association of Apartment Owners or other incorporated body or proportionately by all the holders of Flats/Parking Spaces in the said buildings. The Flat-Purchasers shall on the execution of this Agreement pay to the Company a sum of Rs. 250/- towards the professional costs of the Company's Attorneys. The Company shall not contribute anything towards the aforesaid expenses. The proportionate share of such costs, charges and expenses payable by the Flat-Purchasers shall be paid by him/her/them immediately on demand.

44. This agreement shall always be subject to the provision of the Maharashtra Ownership Flats Act, 1964 and the Rules made thereunder or any other provisions of the law applicable thereto.

45. The Flat-Purchaser/s shall immediately after the execution of this agreement lodge the same for registration with the Sub-Registrar of Assurances and shall within two days after lodging the same intimate to the Company of having done so. If the Flat-Purchaser/s fail/s to lodge this agreement for registration, the Company will not be responsible for the non-registration of the said agreement and the consequences arising therefrom.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land of the pension and tax tenure (unredeemed) ad-measuring 15,766.00 square metres (equal to 18,856 square yards) or thereabouts being Sub-plot No. 5 as demarcated in the sub-divisional plan of Final Plot No. 1216 of the Town Planning Scheme, Bombay City No. IV (Mahim Area), situate off Vir Savarkar Marg, (formerly known as Cadell Road), Bombay, in the registration District and Sub-District of Bombay and which piece or parcel of land is part of a larger area registered in the books of the Collector of Land Revenue under Laughton's Survey No. 1647 (part) and Cadastral Survey No. 25 (part) of the Mahim Division, and which piece or parcel of land is bounded as follows: that is to say, ON or towards the NORTH partly by Final Plot No. 1223 of the Town Planning Scheme, Bombay City No. IV (Mahim Area), partly by Sub-plots Nos. 2, 3, 4B, 4A and 6A of the said Final Plot No. 1216 of the said Town Planning Scheme, partly by a public passage; ON or towards the WEST partly by Mahim Bay, and partly by Sub-plot No. 4B of the said Final Plot No. 1216 of the said Town Planning Scheme; ON or towards the SOUTH partly by Sub-plots Nos. 6A, 7, 8, 9 and 1 of the said Final Plot No. 1216 of the said Town Planning Scheme, and ON or towards the EAST partly by Veer Savarkar Marg, partly by Sub-plots Nos. 2, 6A, 4A and 3 (part) of the said Final Plot No. 1216 of the said Town Planning Scheme and partly by a public passage.

e *SP*
city and
Bombay
Suburban

THE SECOND SCHEDULE ABOVE REFERRED TO:

1. The expenses of maintenance, repairs, redecoration etc. of the main structure and in particular the roof, gutters, rain water pipes of the building; water pipes, electric wires, in, under

e *SP*

or upon the building, enjoyed and used by the Flat-Purchaser in common with other occupiers of Flats/Parking spaces, and the main entrance lobby, passages, landings, staircases, lifts as used by the Flat-Purchaser/s and in common as aforesaid; and the boundary walls of the building, compounds, access roads and roads inside the compound, lawns, gardens, and other amenities.

2. The cost of cleaning and lighting the passages, landings, staircases, lifts, entrance lobby, service floor and other parts of the building as enjoyed by the buyer in common as aforesaid.

3. The cost of cleaning and lighting the compound and roads.

4. The cost of painting and redecorating the exterior of the building/garages and the interior of the garages.

5. The cost of salaries of clerks, chowkidars, bill collectors, sweepers etc.

6. The cost of working and maintenance of lifts and other lights, electric, water and service charges and cost of working and maintenance of inter-com system.

7. Municipal and other taxes.

8. Insurance of the building.

9. Such other expenses as are necessary for the maintenance and upkeep of the building.

SIGNED AND DELIVERED)
by the within-named)
THE BOMBAY DYEING MANUFACTUR-)
ING COMPANY LTD.,)
by the hand of Mr. S.N. TANTRI)

The Bombay Dyeing & Mfg Co. Ltd.
By their Constituted Attorney

its duly Constituted Attorney)
in the presence of:)

(M.K. CHICHGAR)

SIGNED AND DELIVERED)
by the within-named)
FLAT-PURCHASER/S)

VOLTAS LIMITED

(K. U. ANTANI)
Dy. General Manager
Administration

in the presence of:)

Exhibit "A"

AMBUBHAI & DIWANJI

SOLICITORS & NOTARIES

LENTIN CHAMBERS, DALAL STREET,
FORT, BOMBAY - 400 001.

Re :—In the matter of the property at Veer Savarkar Marg, Bombay being Sub-Plot No. 5 of Final Plot No. 1216 of The Town Planning Scheme, Bombay City No. IV (Mahim Area).

TO WHOMSOEVER IT MAY CONCERN:

THIS IS TO CERTIFY that on behalf of our clients, The Bombay Dyeing & Manufacturing Co. Ltd., we have investigated their title to the above property and more particularly described in the Schedule hereunder written and have caused searches to be taken in the office of the Sub-registrar of Assurances at Bombay and in the office of the Collector of Bombay.

The property described in the Schedule hereunder written is inclusive of a strip of land leading from Veer Savarkar Marg. The said strip of land is subject however to a right of way in favour of the owners and occupiers of the properties abutting on the said strip of land.

Subject to what is stated hereinabove, the title of the above property is marketable and free from all encumbrances howsoever.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land of the pension and tax tenure (unredeemed) admeasuring 15,766.00 sq. metres (equal to 18,856 sq. yds.) or thereabouts being Sub-Plot No. 5 as demarcated in the sub-divisional plan of Final Plot No. 1216 of the Town Planning Scheme, Bombay City No. IV (Mahim Area), situate off Veer Savarkar Marg, (formerly known as 'Cadell Road'), Bombay, in the Registration District and Sub-district of Bombay and which piece or parcel of land is part of a larger area registered in the Books of the Collector of Land Revenue under Laughton's Survey No. 1647 (part) and Cadastral Survey No. 25 (part) of the Mahim Division, and which piece or parcel of land is bounded as follows; that is to say; ON or towards the NORTH partly by Final Plot No. 1223 of the Town Planning Scheme, Bombay City No. IV (Mahim Area), partly by Sub-Plots Nos. 2, 3, 4B, 4A and 6A of the said Final Plot No. 1216 of the said Town Planning Scheme, partly by a public passage; ON or towards the WEST partly by Mahim Bay, and partly by Sub-Plot No. 4B of the said Final Plot No. 1216 of the said Town Planning Scheme; ON or towards the SOUTH partly by Sub-Plots Nos. 6A, 7, 8, 9 and 1 of the said Final Plot No. 1216 of the said Town Planning Scheme; and ON or towards the EAST partly by Veer Savarkar Marg, partly by Sub-Plots Nos. 2, 6A, 4A and 3 (part) of the said Final Plot No. 1216 of the said Town Planning Scheme and partly by a public passage.

DATED this 8th day of APRIL, 1974.

Sd/- AMBUBHAI & DIWANJI,
Attorneys-at-Law.

Pl
City and Bombay Suburban

Pl
e

Exhibit 'B'

List of Amenities

1. Cement mosaic tiles inside the flats.
2. Flooring of bathrooms — ^{CEMENT MOSAIC} [redacted] tiles with ^{CEMENT MOSAIC} [redacted] tile dado up to four feet from floor level.
3. Each bathroom to be provided with commode, wash basin, shower and geyser.
4. Each kitchen to be provided with built-in sink with white glazed tile.
5. Each flat will have an electric call bell with push button at its door as well as a push button or other means of signalling from the entrance door.
6. All interior doors to be flush (commercial) type.
7. Main entrance door will be teak faced on the outside, french polished.
8. The door of each flat will be provided with a glass eye or peephole, number plate and night latch.
9. Underground suction tank with pump will be provided for regular supply of water.
10. All wood work of good quality ^{teak} ~~take~~ painted with oil paint.
11. Each kitchen and bathroom will be provided with a power point.
12. The walls and ceiling of the flats will be white washed.
13. Fittings viz. handles, towel bolts etc. will be anodised aluminium.
14. Each flat will have separate main switches for domestic and general power, subject to the rules of the B.E.S.&T. then in force.
15. Electric wiring in living rooms and bedrooms will be concealed.
16. Ceiling fans will be provided in living rooms and bedrooms.
17. Three lifts will be provided as indicated in the building plans, two high speed type and one service lift.



Handwritten initials 'B' and a signature-like mark.

Handwritten initials 'B' and a signature-like mark.

Handwritten initials 'B' and a signature-like mark.

Serial No. P-862/74

Presented at the office of the
Sub-Registrar of Bombay
between the hours of 11 A.M.
and 12 M. on the 15th Nov
1974

Received fees for :-	
Registration	Rs. 10 --
Postage paid on original	3 --
Total Rs. 13 --	

Sudhakar
C.A. of Mumbai
Dy. Secy. to Sub-Registrar
Bombay

[Signature]
Sub-Registrar.



Shri Subodh Nanubhai Tantri, Constituted attorney of the Bombay Dying & Mfg. Co. Ltd., 52 years service, residing at A/8 Diamond Court, 40 Nepean Sea Road Bombay-36. Executing party admits execution of the so called deed of Agreement for sale.

He is known to the Sub-Registrar.
Sudhakar

[Signature]
Sub-Registrar
Bombay

11 NOV 1974

Shri Kanchhal Laxmalal Antani, as Dy General Manager Administration of M/s Voltas Ltd. executing party. 47, Indian. Service. residing at 16 Sea-Belle Nepean Sea Rd. Bombay. admits execution of the so called deed of Agreement.

Kanchhal Antani

Shri K.H. Satpalkar, Service. Dahirer and known to the Sub-Registrar states that he

knows the above executant and identifies

him.

Dated 11th November 1974

[Signature]

[Signature]
Sub-Registrar



Registered No. P 861/54 at pages 136 to 142

Volume 560 BSR of Additional Book

No. 1.

Date 6-5-1956

J. D. Lad
sd/ J. D. Lad.

Sub-Registrar of Bombay.

Duplicate of Document

Registered No. P 861/54 at pages 136 to 142

Volume 560 BSR of Additional Book

No. 1.

Date 6-5-1956

J. D. Lad
Sub-Registrar of Bombay.