

Divya Park



Virgo

Agreement

२२५७५/१

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा अर्जाचा अनुक्रमांक

२२५७५/१

दिनांक

११/११

सन १९८०

दस्तऐवजाचा प्रकार—

सादर करणाराचे नाव—

साठरावठ ५६०००/-

खालीलप्रमाणे फी मिळाली :—

नोंदणी फी

नक्कल पत्रे (फोलियो)

पृष्ठांकनांची नक्कल

टपालखर्च

नकला किंवा जापने

घोष किंवा निरीक्षण

दंड—कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम १०३ अन्वये)

इतर फी (मागील पाठ्यात)

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र.	प.
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...	५६० ००
...	१ ००
...	१ ००
...	३ ००
...	१ ००
...	१२ ००
...	५६० ००

Deed shall not be registered if the applicants fail to appear for admitting the execution within 4 months from the date of execution except on payment of fine in very special cases on grounds of urgent necessity or unavoidable circumstances.

दस्तऐवज नक्कल

एकूण

नोंदणीकृत डाकेने पाठवली जाईल.
या कार्यालयात देण्यात येईल.

दुर्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा.
हवाली करावा.

(R.S. 580/-)

सादरकर्ता,

415912

इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. एजवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
अनुच्छेद वीस अन्वये.
४. मखत्यारनाम्या अनुप्रमाणान.
५. गृहभेट फी.
६. सुरक्षित तावा फी.
७. मोहोरबंद पाकिटाचा निक्षेप.
८. मोहोरबंद पाकिट उचडणं.
९. मोहोरबंद पाकिट परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्यून आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.
इस्तऐवज परत केला.

दुय्यम निबंधक.

आ० क० सू० सी०-८८
I. T. N. S.-८८

प्रलेखों की पावती का फार्म
FORM OF ACKNOWLEDGMENT OF DOCUMENTS

पुस्तक सं० क्रम सं० D No 50862
Book No. S. No.

Office of the Inspecting Asst. Commissioner of
Income-tax, Acquisition Range-IV
का कार्यालय
Contractor Building, 3rd floor,
Office of the Ramji Bai Kumbhar Marg,
Ballard Estate,
Bombay-400 033.

तारीख 19/12 1983
Dated the 19

आज तारीख 19 को

के पते पर अनुलग्नकों सहित/रहित प्रेषित

- * (1) Flat No. 117
 - (2) Malad (W)
 - (3) B/Way 64.
- श्री से प्राप्त हुए।

Received from Shri. Daryoumani

- * (i) Indo Sagar Construction
- (ii) Mrs. Pooja Daryoumani
- (iii) Mr. Suresh Daryoumani

with/without enclosures addressed to the

this day the 30th 12 1983

कार्यालय मुहर
Office Seal

हस्ताक्षर
Signature, कार्यालय दि. नं. आ. १

वर्जन इकाया - १, ई. १





AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 16th day of December Three One Thousand Nine Hundred and Eighty Three
Between MESSRS DARYANANI (INDO-SAIGON) CONSTRUCTIONS PRIVATE LIMITED a Company incorporated under the Companies Act of 1956 and having its Registered Office at 421, Commerce House, 140, Nagindas Master Road, Fort, Bombay - 400 023, hereinafter called "THE BUILDERS" (which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and assigns) of the One Part AND SHRI / ~~SMT~~ / KUMARI /

MESSRS Suresh Dattatray Patil

of Indian Inhabitant hereinafter called "THE PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs, executors, and administrators, successors and permitted assigns) of the Other Part;

WHEREAS :

- i) By an Indenture of Lease made on the 2nd day of April 1962 between the Governor of Maharashtra (therein and hereinafter called "the Lessor") of the One Part and Lores Francis Men. alias Lawrence Francis Mendes (therein and hereinafter called "The Lessee") of the Other Part in consideration of the rent reserved by and the covenants and conditions therein contained and on the part of the Lessee to be observed and performed, the Lessor did thereby demise unto the Lessee the land or ground bearing S. No. 263 (part) and C.T.S. Nos. 5 and 8 and admeasuring 42 Acres and 15 Gunthas (i.e. 2,05,095 square yards equivalent to 1,71,479 square metres or thereabouts) situate at Village Malavani within Greater Bombay and more particularly therein described

(hereinafter for the sake of brevity referred to as "The Demised Premises") to hold the same unto the Lessee for the term of 999 years from the 9th day of December 1936, yielding and paying therefore during the said term unto the Lessor for the Demised Premises (save such portion as may be appropriated for public roads which shall be exempt from payment of yearly rent) the rent of pie one, if demanded, for the first ten years and for the next 20 years (i.e. from 9th December 1946 till 8th December 1966) a yearly sum equal to 4 Annas per acre and after 9th December 1966 for the residue of the term of the Lease the yearly sum being the Assessment of Land Revenue as provided in the said Indenture of Lease is payable as ground rent.

- ii) The said hereinbefore recited Indenture of Lease inter alia provided that the Lessee should at his own expense and with due diligence completely reclaim the Demised Premises so as to be in a state fit for use for agricultural purposes and shall so reclaim atleast one-half of the Demised Premises within ten years and the whole of the Demised Premises within twenty years from the 9th day of December 1936 respectively and shall maintain such reclamation during the residue term of the said Lease.
- iii) The Lessee during his life-time fully and completely complied with the hereinbefore recited condition and reclaimed the Demised Premises within the periods stipulated in the said hereinbefore recited Indenture of Lease and made the Demised Premises fit for use for Agricultural purposes during his life-time and after his death his heirs and the successor-in-title maintained the reclamation.
- iv) The Lessee died intestate at Bombay on or about the 18th day of November 1970 leaving him surviving, his widow, namely Anu Lawrence Mendes and his brothers and sisters, namely Gabriel Francis Mendes, Anton Francis Mendes, Anselm Francis Mendes and Paulin John Patel and Johana James Gratiuous and Olga Sebastian Rodrigues, daughter of pre-deceased brother, Enas Francis Mendes, as his only heirs according to the law relating to intestate succession applicable to the Indian Christians by which he was governed.
- v) By two Indentures of Assignment both dated 3rd day of October 1974 and between the said Anu Lawrence Mendes (therein and hereinafter called "The First Assignor") of the First Part, the said Gabriel Francis Mendes, Anton Francis Mendes, Anselm Francis Mendes and Paulin John Patel (therein and hereinafter called "The Second Assignors") of the Second Part, the said Johana James Gratiuous and Olga Sebastian Rodrigues (therein and hereinafter called "The Third Assignors") of the Third Part, Messrs Bombay Dharti Vikas Company (therein and hereinafter called "The Confirming Party") of the Fourth Part and Messrs Baf-Hira



Builders Private Limited (therein called "The Assignees") of the Fifth Part and registered with the Sub-Registrar of Assurances at Bombay under Nos. 3557 and 3558 of 1974 of Book No. I and pursuant to two Memorandums both dated 26th August 1974 and made between the Confirming Party and the said M/s. Baf-Hira Builders Private Limited and registered with the Sub-Registrar at Bombay respectively under Serial Nos. 3734, 3735, 3736 and 3737 of Book No. 1, First Assignor, the Second Assignors, the Third Assignors did thereby assign and grant and the Confirming Party did thereby confirm unto the said Messrs Baf-Hira Builders Private Limited the Demised Premises in two parts, one bearing C.T.S. No. 8 and admeasuring 89,450 sq. yards (equivalent to 74,450 sq. metres) or thereabouts therein called as Plot "A" which is more particularly described in the First Schedule hereunder written and the other bearing C.T.S. No. 5 and admeasuring 1,15,645 square yards (equivalent to 96,690 sq. metres) or thereabouts therein called Plot "B". TO BE HELD by the said Messrs Baf-Hira Builders Private Limited for the residue then unexpired of the said term of 999 years at the rent reserved by and the covenants and conditions in the same Indenture of Lease dated the 2nd day of April 1962 contained and thenceforth on the part of the Lessee to be observed and performed.



- vi) The said Messrs Baf-Hira Builders Private Limited inter alia got the plans designed and drawings for putting up buildings and structures on a portion of the Demised Premises being more particularly described in the Second Schedule hereunder written, prepared and approved by the Municipal Corporation of Greater Bombay under I.O.D. Nos. CE/2210 of 1975 and CE/2211 of 1975 and also obtained Commencement Certificates bearing Nos. CE/2210 of 1975 and CE/2211 of 1975 from the Planning Authority. By an Agreement for Sale dated 29th August 1979 made between the said Messrs Baf-Hira Builders Private Limited of the One Part and the Builders of the Other Part, the said Messrs Baf-Hira Builders Private Limited have agreed to sell and assign to the Builders and the Builders have agreed to purchase the aforesaid portion of the Demised Premises which is more particularly described in the Second Schedule thereunder written which is the same as more particularly described in the Second Schedule hereunder written (hereinafter referred to as "The Said Land") on the terms, and conditions contained in the said Agreement.
- vii) On the execution of the said Agreement for Sale dated 29th August 1979 the said Messrs Baf-Hira Builders Private Limited put the Builders in vacant possession of the said Land more particularly described in the Second Schedule hereunder written as Licensees with liberty to develop the said Land and to proceed with the construction of buildings and structures thereon and to enter into Agreements for Sale of flats and tenements by the Builders on Ownership Basis or otherwise subject to the provisions of the said Agreement for Sale and subject to the charge and lien on the buildings and structures which may be constructed by the Builders on the said Land as security for payment of the balance consideration amount of the said Land payable by the Builders

to the said Messrs Baf-Hira Builders Private Limited as more particularly provided in the said Agreement for Sale.

- viii) The Builders filed a Suit being No. 879 of 1981 in the High Court of Judicature at Bombay against the said Baf-Hira Builders Private Limited for specific performance of the said Agreement for Sale wherein a Consent Decree in terms of the Consent Terms filed in the High Court was passed on 15th May 1981 whereunder the said Land stood fully and completely assigned and transferred by the said Baf-Hira Builders Private Limited in favour of the Builders for the residue of the unexpired term of 999 years created by the said Indenture of Lease dated 2nd April 1962 subject to payment of the proportionate rent reserved under the said Indenture of Lease as also subject to the covenants and conditions thenceforth to be observed and performed so far as the same relate to the said Land under the said Indenture of Lease to be observed and performed by the Builders. The Builders have given inspection of a certified true copy of the said Consent Decree dated 15th May 1981 and the Purchaser has/have persued the same. The said Consent Decree is lodged for registration with the Sub-Registrar of Bombay under Serial No. S-2168 Dt. 28-7-81 ^{26.10.81}
- ix) In the circumstances and in the premises as set out herein above, the Builders are entitled to construct buildings on the said Land more particularly described in the Second Schedule hereunder written in accordance with the plans and specifications sanctioned by the Municipal Corporation of Greater Bombay and other concerned Authorities.
- x) The Builders are desirous of constructing on the said Land several multi-storeyed buildings in the complex known as "DIVYA PARK" with covered and open car parking spaces, flats, garages, shops and other premises, in accordance with the plans and specifications sanctioned by the Municipal Corporation of Greater Bombay and other concerned Authorities with such alterations, modifications and amendments as may be desired or thought necessary or fit according to the sole discretion of the Builders from time to time and for which the Purchaser/s hereby give consent.
- xi) The Builders are desirous of selling or disposing off the flats, covered and open car parking spaces, shops, garages and other premises in the said buildings on what is known as "Ownership Basis" and for the purposes aforesaid the Builders are entering into several agreements with several other parties or persons for the sale of such flats etc. and other premises more or less similar to this Agreement subject to such modifications and amendments therein as may be necessary or thought fit by the Builders from time to time.
- xii) The Purchaser/s has/have agreed to purchase Flat No. 117 (Paul) on 1st floor / shop/garage / covered / open parking space No. on the ground floor in "....." Block of VIRGO Building in "DIVYA PARK" (hereinafter for brevity's sake referred to as "The Said Premises") to be constructed by the Builders on the said Land with full notice and knowledge of the terms and conditions contained



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in the hereinbefore recited Agreement for Sale dated 29th August 1979 and subject also to the terms and conditions hereinafter contained.

- xiii) The Purchaser/s has/have taken inspection of the true copy of the said hereinbefore recited Indenture of Lease dated 2nd April 1962, a true xerox copy of the said Indenture of Assignment dated 3rd October 1974 in respect of the said Land, a true xerox copy of the said Memorandum dated 26th August 1974 in respect of the said Land and the said Agreement for Sale dated 29th August 1979 which the Purchaser/s doth/do hereby confirm and has/have agreed to purchase the said Premises with full notice and knowledge of the terms, conditions and covenants therein contained.
- xiv) The Purchaser/s has/have inspected the building plans and specifications in respect of the said Buildings and the said Premises which the Purchaser/s doth/do hereby confirm.
- xv) The Builders have supplied to the Purchaser/s such of the documents mentioned in Rule 4 of the Maharashtra Ownership Rules 1964 as are demanded by the Purchaser/s.
- xvi) The Certificate of Title issued by the Solicitors and Advocates Messrs Dadhich & Co. has been inspected by the Purchaser/s (a copy whereof is hereto annexed and marked Exhibit "A" to this Agreement) and the Purchaser/s has/have satisfied himself/herself/themselves about the Title of the Builders to the said Land and the Purchaser/s shall not be entitled to raise any requisitions or objections on Title of the Builders to the said Land.
- xvii) The Builders are desirous of selling or disposing off the flats, shops, garages, open and covered car parking spaces and other premises on what is known as "Ownership Basis" with a view ultimately that the Purchaser/s and other persons who acquire flats, shops, garages, covered or open car parking spaces and other premises in the said Buildings to be put on the said Land, should either form themselves into one or more Co-operative Society to be registered under the Maharashtra Co-operative Societies Act or a separate Incorporated Limited Company with themselves as shareholders and after the Purchaser/s and all such persons who have agreed to acquire any premises in the said Buildings have paid in full all their dues payable by them respectively to the Builders and have strictly complied with the terms, conditions and covenants of their respective Agreements with the Builders, the Builders will Assign of the said Land more particularly described in the Second Schedule hereunder written with the Buildings that may have been constructed thereon in favour of such one or more Co-operative Society or Societies or Limited Company or Companies as the case may be.
- xviii) The Purchaser/s along with other persons who have agreed to acquire flats, shops, garages, car parking spaces and other premises in the said Buildings shall be liable to contribute over and above other outgoings and expenses mentioned in



this Agreement, the proportionate part for the expenses to be incurred in respect of the maintenance, upkeep, etc. of the internal roads, and/or passages, whenever demanded by the Builders or the Co-operative Society or the Limited Company, or other Authorities concerned.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Builders shall under normal conditions, construct buildings and open and/or covered car parking spaces, shops, flats, garages and other premises residential and non-residential as per the plans, designs and specifications seen and approved by the Purchaser/s (which plans, designs and specifications are kept by the Builders at their office) with such variations and modifications therein as the Builders may desire or consider necessary in their absolute discretion from time to time or may be required by any Public Body or Authority to be made in any of them. The Purchaser/s hereby consent to such variations and modifications.

2. The Purchaser/s has/have prior to the execution of this Agreement, taken inspection of the documents in respect of the title to the said Land and the Purchaser/s shall not be entitled further to investigate the title of the Builders and no requisitions or objection shall be raised on any matter relating thereto. A copy of the Certificate of Title issued by Messrs Dadhich & Co., Advocates and Solicitors, High Court, Bombay, is hereto annexed and marked Ex. "A" and the said Certificate of Title shall be taken by the Purchaser/s as conclusive proof of the marketability of title of the said Land hereditaments and premises.

3. The Purchaser/s hereby agree/s to acquire the said Flat No. 119 (Part) on 2nd floor / Shop / Garage / Covered / Open Parking Space No. on the ground floor in "....." Block in the Building known as VIRGO in "DIVYA PARK" under construction as per the said plans and specifications seen and approved by the Purchaser/s, copies whereof are hereto annexed and marked Exhibits "B" and "C" respectively at or for the consideration of Rs. 56000.00 (Rupees Five Thousand only) only which shall be paid in the manner given below:-

a) Rs. 5000.00 as Earnest Money on or before the execution of this Agreement.

b) The balance of the consideration shall be paid in the manner and by instalments specified below on their respective due dates i.e.:-

- i) Rs. on completion of 1st slab
- ii) Rs. on completion of 2nd slab
- iii) Rs. on completion of 3rd slab
- iv) Rs. on completion of 4th slab
- v) Rs. on completion of 5th slab
- vi) Rs. 51000.00 on or before 31-12-83 receiving

possession of the said Premises along



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with all other amounts payable hereunder either on account of deposits, interest, costs, charges, damages or otherwise howsoever. It is expressly agreed that for each of the above payments time is the essence of the contract.

4. . If the Purchaser/s commit default in payment of any of the instalments aforesaid on the respective due dates, time being of the essence of the contract and/or in observing and performing any of the terms conditions and covenants of this Agreement, the Builders shall be at liberty to terminate this Agreement by giving seven days notice in writing in which event the Builders shall be entitled to re-enter and resume possession of the said Premises, if possession of the said Premises has been handed over to the Purchaser/s and everything whatsoever therein and the said deposit or earnest money and all other amounts paid by the Purchaser/s to the Builders shall stand forfeited and the Purchaser/s shall forfeit all his/her/their rights, title and interest under this Agreement in respect of the said Premises and shall not be entitled to claim any interest, compensation or damages as against the Builders and on the Builders' terminating this Agreement under this clause the Builders shall be at liberty to sell the said Premises to any other person or persons as the Builders may deem fit at such price as the Builders may determine and the Purchaser/s shall not be entitled to question such sale or to claim any amount whatsoever from the Builders. The right given by this clause to the Builders shall be however, without prejudice to any other rights, remedies and claims whatsoever under this Agreement of the Builders against the Purchaser s.

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

6. Possession of the said Premises shall be delivered to the Purchaser/s after the Building to be constructed on the said Land is ready for occupation and provided all the amounts due by the Purchaser/s under this Agreement are paid to the Builders. The Purchaser/s shall take possession of the said Premises within seven days of the Builders giving written notice to the Purchaser/s intimating that the said Premises are ready for occupation.

7. Possession of the said Premises shall be delivered by the Builders to the Purchaser/s by December 1983. The Builders shall not incur any liability if they are unable to give possession of the said



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Premises by the date aforesaid, if the completion of the Building is delayed by reason of non-availability of building materials, war, civil commotion or any act of God or if non-delivery of possession is as a result of notice, orders rules or notification of the Government or any other Public or Competent Authority or for any other reason beyond the control of the Builders and in any of the aforesaid events the time for delivery of possession of the said Premises shall stand extended for a reasonable period.

8. If for any reason the Builders are unable to or fail to give possession of the said Premises to the Purchaser/s within the date specified in clause immediately preceding above, or within the extended period referred to therein or within any further date or dates agreed to by and between the parties hereto then in such case, the Purchaser/s shall be entitled to give notice to the Builders terminating this Agreement, in which event the Builders shall, within one month of the receipt of such notice refund to the Purchaser/s the aforesaid amount of deposit and such further amounts that may have been received by the Builders from the Purchaser/s as instalment in part payment in respect of the said Premises together with simple interest thereon at the rate of 15% per annum from the date of receipt of each payment till its repayment. The Builders shall also pay to the Purchaser/s a sum of Rs. 500/- as liquidated damages in respect of such termination and thereupon neither party shall have any claim or demand against the other in respect of the said Premises or arising out of this Agreement and the Builders shall be at liberty to sell and dispose off the said Premises to any other person or persons at such price and upon such terms and conditions as the Builders may deem fit.

9. Upon possession of the said Premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the use and occupation of the same and the Purchaser/s shall have no claim against the Builders in respect of any item of work in the said Premises.

10. Commencing a week after notice is given by the Builders to the Purchaser/s that the said Premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of all taxes and charges and also charges for electricity and other services and insurance premium and all other outgoings payable in respect of the said Premises and referred to in the next succeeding clause.

11. The Purchaser/s agree s and bind/s himself/herself/themselves to pay regularly every month by the 5th of each and every succeeding month to the Builders until the Assignment of the said Land with the buildings hereditaments and premises is executed in favour of the Co-operative Society or the Limited Company and thereafter to the aforesaid Co-operative Society or the Limited Company as the case may be the proportionate share that may be decided by the Builders or the Co-operative Society or the Limited Company as the case may be of all



outgoings in respect of the entire property including insurance, taxes, ground rent, water charges, common lights, sweepers' salary, sanitation, additions, alterations, oil paintings, colour washing, repairs, lift maintenance etc. and all other expenses incidental to the management and maintenance of the property including maintaining and upkeep of common or internal roads or passages and other common benefits and amenities. Until the Municipal taxes and water charges are fixed and/or separately assessed and the exact amount is worked out for each of the Premises, the Purchaser/s agree/s that from the aforesaid date the Purchaser/s shall regularly pay Rs. 70:00 every month in advance towards and on account of Municipal Taxes, water charges, outgoings and maintenance and all other outgoings and expenses as aforesaid to the Builders. The Purchaser/s shall indemnify and keep indemnified the Builders against the aforesaid payments and charges. The Purchaser/s shall keep deposited with the Builders before taking possession of the said Premises a sum of Rs. 800:00 as deposit towards the aforesaid or any other expenses and outgoings. The said sum shall not carry any interest and will remain with the Builders until the Assignment is executed in favour of the Co-operative Society or the Limited Company as the case may be or be kept by the Builders in a separate account after the Purchaser/s and the purchasers of the other premises are admitted as members of the Co-operative Society or the Limited Company. The Purchaser/s shall also deposit with the Builders before taking possession a sum of Rs. 251:00 as share money and application and entrance fees. The Purchaser/s shall pay a sum of Rs. 250/- to the Builders as legal costs towards the expenses of this Agreement. The Purchaser/s shall also pay proportionate share of the various deposits to be made in respect of the building or buildings and other structures to be constructed on the said Land with the Municipal Corporation of Greater Bombay, the Bombay Suburban Electric Supply Limited or any other Public Body or Authority. The Purchaser/s shall also pay within seven days of demand, the proportionate cost as may be decided by the Builders for providing Gas connection, intercom, master antenna for television or any other common amenity or benefit if the Builders at their absolute discretion decide to provide them.

12. The names of the buildings under construction are and shall always remain as stated above and the name of the Co-operative Society or the Limited Company to be formed and to which the said Land hereditaments and premises together with the building or buildings and other structures constructed thereon shall bear the name "DIVYA PARK". The Purchaser/s, the Co-operative Society or the Limited Company as the case may be shall not change, alter or modify the said name at any time without the written consent of the Builders.

13. The Purchaser/s shall keep the front side and rear elevation of the said Building or Buildings or other structures in which the said Premises are situated in the same position only as the Builders construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Builders. If the Purchaser/s or any other purchaser or purchasers of other



premises desire/s to put any grills on any windows or at other places and/or desire/s to put air-conditioners, the same shall be according to the design supplied by the Builders and in such place or places or in the manner as may be directed by the Builders.

14. The Purchaser/s shall not use the said Premises for any other purpose other than for which the same shall be sold by the Builders to the Purchaser/s in conformity with the rules and regulations of the Municipal Corporation of Greater Bombay and in conformity with the permitted uses of the said Premises under the law.

15. Nothing herein contained shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said Land hereditaments and premises or the building or other structures constructed or to be constructed or the said Premises or any part thereof and such conforment shall take place only upon execution of the Deed of Assignment in favour of the Co-operative Society or the Limited Company to be formed of the purchasers of the premises in the said buildings and after the Purchaser/s is/are admitted as a member/s of the said Co-operative Society or the Limited Company as hereinafter stated.

16. The Purchaser/s shall have no claim upon, save and except in respect of the said Premises hereby agreed to be acquired, i.e. all open spaces unallotted open parking spaces, lobbies, terraces and other specified or unspecified spaces and the same shall remain the property of the Builders until the whole property is transferred to the proposed Co-operative Society or Limited Company but subject to the rights of the Builders to allot and/or otherwise dispose off all the open spaces unallotted open parking spaces, lobbies, terraces, and other specified or unspecified spaces in the said Land hereditaments and premises. The Purchaser/s or any other purchaser or purchasers of the other premises shall not be entitled to raise any objection to the Builders allowing the use of the terrace or terraces or allowing them to be used by such person to whom the same may be sold or allotted or otherwise disposed off by the Builders, in their absolute discretion.

17. The Builders or any other person nominated by the Builders or persons to whom the rights conferred under the said Agreement for Sale dated 29th day of August 1979 shall have right to raise storeys as may be permitted by the Municipal Corporation of Greater Bombay and other Competent Authorities. The flats and premises comprised in such storeys will be the sole property of the Builders or its nominee or the said persons on whom the right are conferred to the said Agreement for Sale dated 29th August 1979 as the case may be who will be entitled to dispose off the same in any way they choose and the Purchaser/s hereby consent to the same. The terrace or terraces of the building or buildings constructed on the said Land hereditaments and premises including the parapet walls shall always be the exclusive



property of the Builders or its nominees or assignees and the Builders or its nominees or assignees shall also be entitled to display advertisements in or over the walls of the terrace or terraces as well as in any portion of the said Land and shall be exclusively entitled to the income that may be derived by display of the said advertisements at any time hereafter. The Agreement with the Purchaser/s and other purchaser or purchasers of the premises in the said Buildings and other structures shall be subject to the aforesaid rights of the Builders or its nominees or assignees who shall be entitled to use the said terrace or terraces including the parapet walls and the walls of the terraces therein as well as any portion of the said Land for any purpose including the display of advertisements and sign-boards and the Purchaser/s shall not be entitled to raise any objection or to any abatement in price of the said Premises agreed to be acquired by the Purchaser/s or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. It is hereby further agreed that the Builders shall be entitled either to nominate any other person to obtain the benefit of the rights given and/or reserved in favour of the Builders under this clause or to assign the rights and benefits hereby given to any other person. Such nominee or assignee shall be admitted as member of the Co-operative Society or the Limited Company in the same manner as the Builders admit the purchasers of the premises as its members in pursuance of the provisions hereinafter contained. It is further expressly agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and/or at any time further construction on the said Land is allowed the Builders shall always have the right to put additional storeys and/or to consume the balance floor space index in any manner the Builders may deem fit either on this Land and/or any other land of the Builder subject however to the necessary permission of the concerned Public Authorities in that behalf and the same shall be allowed to be dealt with or disposed off in the manner they choose. The Purchaser/s hereby confirm/s the same and hereby agree/s not to raise any objection and/or to claim reduction in price and/or compensation and/or damages on any ground whatsoever. The Deed of Assignment of the said Land as hereinafter mentioned shall be made subject to the aforesaid reservation.

18. It is hereby further agreed by and between the parties hereto as follows :-

- a) The Builders shall be entitled to transfer, assign, dispose off and/or sell in any manner it deem proper the said open spaces, terraces, parapet walls and other specified or unspecified spaces to any body on the terms and conditions mentioned in the preceding clause. The Purchaser/s along with the other purchaser or purchasers of the premises will not raise any objection of whatsoever kind in respect of the rights, title and interest of the Builders and/or its nominees or assignees in respect of matters mentioned in the preceding clause and hereby give/s his/her/their consent to the same.



- b) The Builders shall become member of the Co-operative Society or the Limited Company in respect of its rights conferred by the preceding clause. If the Builders transfer, assign and dispose off the said open spaces, unallotted covered or open car parking spaces, terraces, parapet walls or other specified or unspecified spaces at any time to anybody, the assignee, transferee and/or the Purchaser/s thereof shall be admitted as member/s of the Co-operative Society or the Limited Company and the Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or purchaser as a member of the Co-operative Society or the Limited Company.
- c) No contribution, premium or transfer fee shall be liable to be paid by the Builders or its nominees or transferees or allottees or the purchasers in respect of the open spaces, unallotted covered/open car parking spaces, terraces, parapet walls and such specified and unspecified spaces mentioned hereinabove, either to the purchasers of the premises in the said Buildings or to the Co-operative Society or to the Limited Company.

19. The Purchaser/s shall from the date of possession, maintain the said Premises at his/her/their own costs in a good and tenable repair and condition and shall not do or suffer to be done anything in the said Buildings or staircases and common passages, terraces and open spaces or in the said Premises which may be against the rules, regulations and bye-laws of the Municipal Corporation of Greater Bombay or any other Authority, nor shall the Purchaser/s change, alter or make additions in or to the said Premises or to the Building or Buildings in which the said Premises are situate or any part or parts thereof. The Purchaser/s shall be responsible for any breach of this provision.

20. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said Premises under this Agreement, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Land hereditaments and premises and/or buildings to be constructed thereon.

21. Under no circumstances possession of the said Premises shall be given by the Builders to the Purchaser/s unless and until all payments required to be made by the Purchaser/s under this Agreement shall have been made to the Builders.

22. The Builders shall, in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Premises agreed to be acquired by the Purchaser/s.



23. The Deed of Assignment to be executed in favour of the Co-operative Society or the Limited Company shall be executed only after the buildings on the said Land are completed by the Builders and after the Builders have received all their dues from the Purchaser/s and all other purchasers of the premises in the said buildings.
24. The Purchaser/s shall not let, sell, transfer, assign or part with his/her/their right or interest in the benefits of this Agreement or part with possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Builders under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s obtain/s previous consent in writing of the Builders.
25. Subject to clause 25 hereinabove, the Purchaser/s and the person to whom the said Premises or any part thereof is let, sublet, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or Co-operative Society or Limited Company as the case may be require for safeguarding the interest of the Builders/Co-operative Society/Limited Company.
26. The Purchaser/s and the person or persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of shall observe and perform all the bye-laws, rules and regulations from time to time in force of the Co-operative Society and all provisions of the Memorandum and Articles of Association of the Limited Company from time to time in force including those for protection and maintenance of the said Premises and buildings in which the said Premises are situated and for observance and carrying out of the building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Bombay and other local Authorities and of the Government and other Public Bodies. The Purchaser/s and the persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of shall also observe and perform all the stipulations and conditions from time to time laid down by such Co-operative Society or Limited Company as the case may be regarding the occupation and use of the said Premises and other premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.
27. The Purchaser/s hereby agree/s and undertake/s to become a member of the Co-operative Society or the Limited Company to be formed as contained in this Agreement and also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the Co-operative Society or the Limited Company including the bye-laws of the pro-

posed Co-operative Society and fully fill in, sign and return to the Builders within 10 days of the same being forwarded by the Builders to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the bye-laws or the Memorandum and Articles of Associations as may be required by the Registrar Co-operative Societies or the Registrar of Companies as the case may be or other Competent Authorities. The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Builders and of other purchasers of other premises in the said Building or Buildings or other structures, failure to comply with the provisions of this clause will render this Agreement if so fact to come to an end and the earnest money and other monies paid by the Purshaser/s shall stand forfeited to the Builders.

28. The Purchaser/s hereby covenant that from the date of possession the Purchaser/s shall keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging in good tenantable repairs and conditions and in particular so as not to affect or damage or endanger support, shelter and protect the parts of the building other than the said Premises and shall abide by all bye-laws, Rules and Regulations of the Government, Municipal Corporation of Greater Bombay, Bombay Suburban Electric Supply Limited or any other Authorities and shall attend answer and be responsible for all actions of violations of any of the conditions, rules, regulations and bye-laws.

29. The Purchaser/s along with other purchasers who have agreed to take or have taken other premises in the said Building or Buildings to be constructed on the said Land, shall form themselves into a Co-operative Society or a Limited Company unless the Builders in their absolute discretion think fit or to become member/s of the Association of persons and on such Co-operative Society or Limited Company being registered or Incorporated as the case may be, the rights of all the purchasers of the premises will be recognised and regulated by the provisions of the said Co-operative Society or the Limited Company and the rules and regulations framed by them as the case may be and in the event of the Builders admitting the Purchaser/s and other purchasers as members of the Association of the persons then the rules and regulations of the Association.

30. In the event of the Co-operative Society or the Limited Company or Association of persons being formed and registered before the sale and disposal by the Builders of all the flats, shops, garages covered/open parking spaces and other premises in the said Buildings, the right, power and authority of the Co-operative Society or the Limited Company or Association of persons so formed or of the Purchaser/s and other purchasers of other premises shall be subject to the over all authority and control of the Builders over all or any of the matters



concerning the said Buildings or amenities appertaining thereto and in particular the Builders shall have absolute authority and control as regards the unsold flats, shops, covered or open car parking spaces and all other residential or non-residential premises and the disposal thereof.

31. On completion of the construction of the Buildings on the said Land and on receipt by the Builders of the full payment of all the amounts due and payable by all the purchasers in the said buildings, the Builders shall co-operate with the Purchaser/s and other purchasers of other premises in forming, registering and incorporating a Co-operative Society or a Limited Company or an Association of persons as the case may be, but subject to the rights of the Builders under this Agreement and without prejudice to the Builders rights for incorporating a separate Co-operative Society or a Limited Company or Association of persons separated in respect of each or one or more buildings to be constructed on the said Land. When the Co-operative Society or the Limited Company or Association of persons is registered or incorporated as the case may be, and all the amounts due and payable to the Builders are paid as aforesaid, the Builders shall execute or cause to be executed by the said Messrs Baf-Hira Builders Private Limited, the necessary Deed or Deeds of Assignment of the said Land hereditaments and premises with the building or buildings and other structures standing thereon in favour of such Co-operative Society or Societies or Limited Company or Companies as the case may be. The Builders and the Co-operative Society or the Limited Company as the case may be shall make necessary application to the Competent Authority for obtaining his permission for transfer of the said Land and buildings thereon in favour of such Co-operative Society or Limited Company as required under Section 27 of the Urban Land (Ceiling and Regulation) Act 1976.

32. The Purchaser/s shall permit the Builders and their surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and to make good within one month of the notice being given of the defects, decays and want of repair, of which notice in writing shall be given by the Builders to the Purchaser/s.

33. M/s. Dadhich & Co.

~~2. The Messrs Dadhich & Co. Chartered Accountants and Messrs Dadhich & Co. Advocates and Solicitors of the Builders shall prepare and/or approve as the case may be, the Deed or Deeds of Assignment and all other documents to be executed in pursuance of this Agreement as also the Bye-laws or the Memorandum and Articles of Association in connection with the formation, registration and/or incorporation of the Co-operative Society or a Limited Company as the case may be.~~
Advocates and Solicitors of the Builders shall prepare and/or approve as the case may be, the Deed or Deeds of Assignment and all other documents to be executed in pursuance of this Agreement as also the Bye-laws or the Memorandum and Articles of Association in connection with the formation, registration and/or incorporation of the Co-operative Society or a Limited Company as the case may be.

34. All costs, charges and expenses in connection with the formation

of the Co-operative Society or Limited Company or Association of persons as also the costs of preparing and engrossing, stamping and registering all agreements, Deed of Assignment or Assignments or any other document or documents as well as of this Agreement including stamp duty, registration charges payable in respect of such documents as well as the entire professional fees of the Attorneys or Advocates of the Builders in the matter shall be borne by the Co-operative Society or Limited Company or Association of persons and shall be shared proportionately by all the purchasers in the buildings to be constructed on the said Land. The Builders shall not contribute anything towards such expenses, proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid by the Purchaser/s immediately on demand.

35. In case security deposit or other deposit is demanded by the Municipal Corporation of Greater Bombay or the Government or any other person or Company for the purpose of giving water, gas, electric or other connections or any other purpose in connection with the said buildings, the same shall be payable by all the purchasers in proportion to the respective built up areas of the premises. The Purchaser/s agree/s to pay to the Builders within seven days of demand such proportionate share of the Purchaser/s of such deposit.

36. If any time, any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the Municipal Corporation of Greater Bombay, Government or any other Public Body or Authority in respect of the said Land, hereditaments and premises and/or building constructed or to be constructed thereon, the same shall be the responsibility of all the purchasers in the said buildings and the same shall be borne and paid by the purchasers including the Purchaser/s in proportion to the respective built up area of their respective premises and the same shall be paid on demand and in the event of the same having been paid by the Builders, they shall be entitled to reimbursed.

37. The Purchaser/s shall not do or permit to be done anything which may render void or voidable any insurance of any premises or any of the buildings or cause any increased premium to be payable in respect thereof.

38. The Purchaser/s shall not be entitled at any time to demand partition of his/her/their interest in the said Land; it being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said Land hereditaments and premises and the building or buildings to be constructed thereon is impartible and it is agreed that the Builders shall not be liable to execute any Deed or any other document in respect of the said Premises in favour of the Purchaser/s.



39. All notices, letters and communications to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served or sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their following address: viz.

'B' Block, Maratha Samajyala,

Permae Gurusji Marg,

Parul, Bombay - 12.

ALP

40. In the event of the Purchaser/s being only a purchaser of a car parking space or garage and in the event of the Builders entering into Agreements for Sale of such car parking spaces or garages with any other party or parties including the Purchaser/s, the purchaser of such car parking spaces shall not be treated as the owner of such car parking spaces or garages and shall not be entitled to be an ordinary member of the Co-operative Society or the Limited Company but only as an associated member to whom shall be granted a permanent lease of such car parking space or garage at a rent equivalent to the proportionate outgoings including Municipal Taxes, etc. if any payable in respect of the car parking spaces or garages.

41. If the Purchaser/s along with purchasers of other premises in the buildings on the said Land form themselves into a Limited Company or a Co-operative Society or an Incorporated Body, such Limited Company or Co-operative Society or Incorporated Body, will have no right to transfer the said Premises or any other premises in the said buildings in the name of any one else without the written consent of the Builders till a Deed of Assignment has been executed in favour of the Limited Company or Co-operative Society or Incorporated Body as aforesaid. The right to transfer till such time of the said Premises or any other premises in the buildings or other structures shall be of the Builders only and in the event of such transfer being sanctioned by the Builders, the Co-operative Society or the Limited Company or Incorporated Body shall be bound to accept the transferee as a member.

42. Any delay or indulgence by the Builders in enforcing the terms and conditions of this Agreement or of any forbearance or 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.

43. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act 1963 and the Rules thereunder and to any other provisions of law applicable thereto.

44. The Purchaser/s shall immediately after the execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurances and bear and pay registration charges for the same and shall within two days after lodging the same intimate to the Builders of having done so together with the date and Serial Number of such lodging. If the Purchaser/s fail to lodge this Agreement for registration, the Builders shall not be responsible for non-registration of this Agreement and the consequences arising therefrom.

45. The Purchaser/s agree/s to pay brokerage at the rate of Two per cent on the purchase price of the said Premises agreed to be acquired by him/her/them on the execution of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground situate, lying and being at Village Malavani, Malad (West), within Greater Bombay and in the Registration Sub-District and District Bombay City and Bombay Suburban bearing Survey No. 263(part) and C.T.S. No. 8 admeasuring 74,450 sq. mtrs. (i.e. 89,450 sq yds.) or thereabouts

THE SECOND SCHEDULE ABOVE REFERRED TO :

FIRSTLY : ALL THAT piece or parcel of land or ground situate lying and being at Village Malavani, Malad (West), within Greater Bombay and in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring 29,490 sq. metres or thereabouts bearing Survey No. 263(part) and C.T.S. 8(part) being a portion of the land described in the First Schedule hereinabove written and which portion is delineated on the plan thereof herto annexed and thereon shown surrounded by red coloured boundary lines and marked with the letters "A" and "B".

SECONDLY : ALL THAT piece or parcel of land or ground situate lying and being at Village Malavani, Malad (West), within Greater Bombay and in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring 5500 sq. metres or thereabouts bearing Survey No. 263(part) and C.T.S. No. 8(part), being a portion of the land described in the First Schedule hereinabove written and which portion forms part of the land ear-marked for garden or recreation, ground admeasuring 9600 sq. metres under the lay-out plan of the said entire land described in the First Schedule hereinabove written as sanctioned by the Bombay Municipal Corporation and which land is delineated on a plan thereof hereto annexed and thereon shown surrounded by red coloured boundary line and marked with the letter "C".



THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground situate lying and being at Village Malavani, Malad (West), within Greater Bombay and in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring 6,500 sq. metres or thereabouts bearing Survey No. 263 (part) and C.T.S. No. 8 (part) being a portion of the land described in the First Schedule hereinabove written and which portion forms a proportionate part of the land ear-marked for proposed Development Plan Roads and the land filling within the set-back line under the lay-out plan of the said entire land described in the First Schedule hereinabove written as sanctioned by the Bombay Municipal Corporation and which land is delineated on a plan thereof hereto annexed and thereon shown coloured burnt sienna and which land has already been handed over by the Vendors to the Bombay Municipal Corporation without any monetary compensation.

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



SIGNED, SEALED AND DELIVERED) For Daryanani (Indo-Saigon)
Constructions Pvt. Ltd.

by the withinnamed BUILDERS)

Messrs. DARYANANI (INDO-SAIGON))

CONSTRUCTIONS PVT. LTD.)

[Handwritten signature]
Director.

in the presence of

[Handwritten signature: Nata Guesirang]

SIGNED, SEALED AND DELIVERED)

by the withinnamed PURCHASER/S)

[Handwritten signature: Shri Sunesh])

[Handwritten signature: Dattatray Patil])

[Handwritten signature]

in the presence of

P. C. Gawant)

[Handwritten signature: P. C. Gawant]

Exhibit 'A'

DADHICH & CO.

Advocates & Solicitors

M. M. Dadhich

Miss G. M. Dadhich

402, Commerce House, 4th Floor,
140, Nagindas Master Road,
Fort, Bombay-400 023.

Tel. Office : 274440 Resi : 531205

Ref. No. 1542/81.

Date :

TO WHOMSOEVER IT MAY CONCERN

By an Indenture of Lease made on 2nd day of April 1962 Between the Governor of Maharashtra of the One Part and Lores Francis Men alias Lawrence Francis Mendes of the Other Part, the Governor of Maharashtra demised unto the said Lores Francis Mendes the plot of land admeasuring 89,450 Square Yards or thereabouts, i. e. 74,450 Square Metres or thereabouts situate at Village Malavani, Malad (West) within Greater Bombay, bearing Survey No. 263 (part) and C. T. S. No. 8 (hereinafter referred to as the "Demised premises") for the term of 999 years from 9th day of December 1936 at the rent and on the terms and conditions contained therein.

By an Indenture of Assignment made on 3rd day of October 1974 and registered with the Sub-Registrar of Assurances at Bombay under No. 3557/58 of 1975 the said Lores Francis Mendes assigned unto BAF-HIRA BUILDERS PVT. LTD. (hereinafter called "The Vendors") the Demised Premises for the residue of the then un-expired term of the said Lease of 999 years. The said Vendors name is also brought on record in the records of Right in respect of the Demised Premises.

By an Agreement for Sale dated 29th August 1979 made between the said Vendors of the One Part and Messrs Daryanani (Indo Saigon) Constructions Private Limited (hereinafter called "The Builders") of the Other Part, the said Vendors agreed to sell to the Builders and the Builders agreed to purchase from the said Vendors a part of the



Demised Premises admeasuring 29,490 Square Metres or thereabouts bearing Survey No. 263 (part) and C. T. S. No. 8 (part) and more particularly described in the Schedule hereunder written and put the Builders in Possession with the construction of buildings and structures thereon as per the Plans passed by the Bombay Municipal Corporation and to sell the flats and tenements in the buildings and structures to the constructed thereon on ownership basis subject to the provisions of the said Agreement for Sale dated 29th August 1979 as also subject to the charge and lien of the said Vendor for the balance of the purchase price with conditions that the Builders shall not put any Purchaser or Purchasers of flats and tenements of the said Buildigs or structures in possession until payment by them to the said Vendors of the balance in full of the purchase price.

The Builders filed a suit being Suit No. 879 of 1981 in the High Court of Judicature at Bombay against the said Vendors for specific performance of the said Agreement for sale wherein a Consent Decree was passed on the 15th day of May 1981 and the said Decree operated as a full and complete Assignment and transfer of the said property more particularly described in the schedule hereunder written by the said Vendors to the Builders for the then unexpired term created by the above mentioned Indenture of Lease dated 2nd April 1962. The said Consent Decree also recorded that the Builders have paid to the said Vendors the sum of Rs. 38,25,000/- in part payment and an order for payment of an agreed amount of Rs. 6,50,000/- as the balance of the purchase price was passed against the Builders. The Builders had duly paid off the said agreed balance of the purchase price to the said Vendors in full and final payment of the balance of the consideration amount which fact is also recorded in the said Consent Decree. The said consent decree dated 15th May 1981 is duly sealed and the Stamp Duty payable thereon is duly adjudicated and the same is lodge for Registration with the Sub-Registrar of Assurances at Bombay, under Serial Nos. S-2168 on 28th day of July 1981 and the same is ordered for registration by the Sub-Registrar, Bombay.

We have investigated the title of the Builders to the said property more particularly described in the Schedule hereunder written and hereby Certify their title to the said property is marketable and free from incumbrances, subject to that the said property is not duly sub-divided by the Bombay Municipal Corporation from the Demised Premises.



THE SCHEDULE ABOVE REFERRED TO

FIRSTLY : ALL THAT piece or parcel of land or ground situate lying and being at Village Malavani, Malad (West), within Greater Bombay and in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring 29,490 Square Metres or thereabouts bearing Survey No. 263 (part) and C. T. S. No. 8 (part) being a portion of a larger piece of land admeasuring 74,450 square metres i. e. 89,450 Square Yards.

SECONDLY : ALL THAT piece or parcel of land or ground situate lying and being at Village Malavani, Malad (West), within Greater Bombay and in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring 5500 Square Metres or thereabouts bearing Survey No. 863 (part) and C. T. S. No. 8 (part) being a portion of the larger piece of land admeasuring 74,450 square metres i. e. 89,450 square yards and which portion forms part of the land ear-marked for garden or recreation ground admeasuring 9600 Square Metres under the lay - out plan of the said entire larger piece of land, as sanctioned by the Bombay Municipal Corporation.

Dated this 30th day of July, 1981.

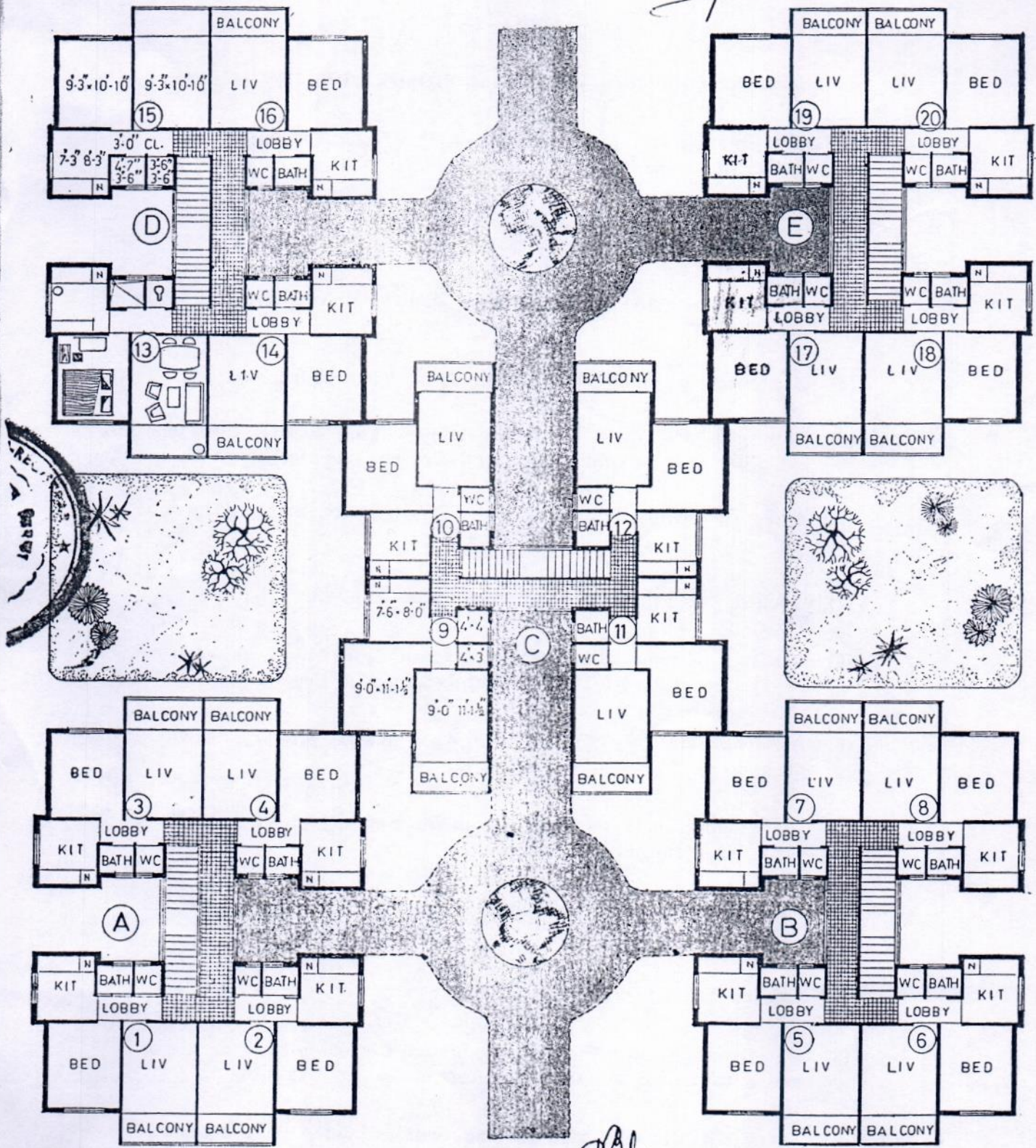
For DADHICH & CO.

Sd/-

Partner



Plus



ALFA

Proposed Plan of the Flat No. 117 (Red) on First Floor in E Block, agreed to be acquired by the Party of the Second Part Shown in Red Colour.

EXHIBIT "C"

Schedule of Building Specifications, Fixtures, Fitting & Amenities :

- (1) The Building will be constructed on Reinforced Cement Concrete Frame Structure.
- (2) All the partition walls with plaster on both the sides and with three coats of lime wash.
- (3) All Bed-rooms and Drawing Rooms shall be provided with a fan hook.
- (4) Entire flooring shall be of Marble Mosaic Tiles with 5" skirting.
- (5) Bathrooms and W.Cs. shall have white glazed flooring tiles and 3'-6" high dado of similar tiles for bathrooms and 1'-6" for W.Cs.
- (6) Every Flat will be provided with a Wash Basin, Shower, Geyzer and Indian Type W.C.
- (7) Opened water pipe line in all Bathrooms and W.Cs.
- (8) All Main Entrance Doors shall be Flush door with Teak Veneer French Polished, fitted with Night Latch and a Peep-hole.
- (9) All doors shall be of Indian Teak Wood average size frames with flush doors.
- (10) All Windows shall be of Indian Teak Wood average size frames with Teak Wood shutters and glass.
- (11) All fittings for doors and windows will be Chromium plated or oxidised or of Aluminium.
- (12) Opened Electric Wiring in all Flats.
- (13) One Domestic Power Plug will be provided in every Drawing Room and Kitchen and necessary Electric points.
- (14) Every Kitchen will have cooking platform with Black Kadappa Top with Sink and one foot dado of white Glazed Tiles.
- (15) Sufficient capacity of Water Storage Tanks with Electric Water Pumps to ensure abundant supply of water.



EXHIBIT "D"

1. The expenses of maintaining, repairing, redecorating etc. of the main structure, and particular the roof, gutter and rain water pipes of the building, water pipes and electric wires in under or upon the building, maintenance and upkeep of the access road, and enjoyed or used by the Purchasers in common with other occupiers of the other Flats and the main entrances, passages, landings and staircases of the Building as enjoyed by the Purchasers or used by him/her/them in common as aforesaid and the boundary walls of building, compounds, terraces etc.
2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. The costs of decorating the exterior of the Building.
4. The cost of salaries of clerks, bill-collectors, chowkidars, sweepers, etc.
5. The cost of working and maintenance of lights and other service charges.
6. Municipal and other Taxes.
7. Insurance of the Building.
8. Water charges.
9. Cost of water meter and/or electric meters and/or any deposit for water or electricity.
10. The proportionate contribution payable in respect of development, construction and maintenance of the said 30 feet wide right of access in common.
11. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.



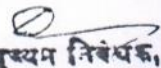
संख्या नंबर पो.सं-२२/८४
 तम १९६४ चे ज्ञानवारी
 चे ११ तारखेस ३ व ४ वी
 वस्त्यानि मुंबई इय्यम निबंधक
 कार्यालयात आणून विला.

५

 11/1/84

खालील प्रमाणे फी मिळाली :-

	र. पैके
नोंदणी	५६० ००
क्षेरे	१००
वफकत (फोटो प्रोज)	१००
हजमत	३००
फावलीय	१००
दपाल	१२००
एकूण	<u>९८० ००</u>


 मुख्य निबंधक, मुंबई



सब्-रजिस्ट्रार, मुंबई.

— ६१ सुरेश दत्तात्रय फार्ले, वम ३६, नोवरी,
 वस्तऐवज करून देणार

वसाधार व्ही व्ही सुरेश महांस गृह,
 परभार गुरेजी महां, फ्ले, मुं. १२.
 तथाकथित साठे मंज
 वस्तऐवज करून विल्याचे
 कबूल करितात.

५

 11/1/84

— ६२ न. दि. ज्ञानवारी, नोवरी, ठा. नूरपडा, मुंबई. ति. ४१५०.

हं सब-रजिस्ट्रार यांच्या भोळी
 व्हीचे असून ते वरील वस्तऐवज
 करून देणारांस स्वतः भोळयत
 असल्याचें सांगतात व व्हीची
 भोळयत देतात.

५ Naethar



ता ११/१/८४.

सब्-रजिस्ट्रार, मुंबई.

श्री. गोविंद कल्याणदास दर्यानाली
 वय (४५) भारतीय धंदा राहणार
 खो. नं. १७ पत्काय संकेपर
 भुलाभाई विरार्वे पोस्ट. मं. नं. २६.
 मे. दर्यानाली (मोसायाना) कॅन्स्ट्रक्शन
 प्रायव्हेट लिमिटेड कार्पोरेटर दस्तऐवज
 करून देणार (अधिकृत पत्र/साठेखत
 करून दिल्याचे पड्युल. करतात.

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चंद्रक.। ता. चुरमूले
 बाग्रीपाडा पो. टी. चाळ नं. १३
 रूम नं. ७, मुंबई नं. ११.
 हे सव-गंजरदार याच्या ओळ-
 खीचे प्रयुक्त ते वगैरे दस्तऐवज
 करून देणार असत. ओळखत
 असल्याने मागतात व त्यांची
 ओळख द्यात

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दिनांक १८-१२-८४

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 सव-रजिस्ट्रार, मुंबई



१५ १२/८४
 १०५१ BSR's ADDITIONAL No.

6-9-89
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105 / 18/9/84

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105-2/0

July
Summons issued

92 92
962
9049
e.e

5600
560
20
580

DATED THIS 16th DAY OF December 1983

between

M/s. DARYANANI (Indo Saigon)
CONSTRUCTIONS PVT. LTD.

and

Mr. Suresh D. Patil,
B Block, Mataha Samaj Grah,
Parnas Ganaji Marg,
Parel, Bombay-12

AGREEMENT FOR SALE OF

Flat /Garage No 115^(part) on First Floor in "E" Block

Virgo

Malavani Village, Marve Road, Malad (W),
Bombay.

20989