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वस्तुव्यापार/अशासना

दिनांक ८/११/२० तस १९ ८०

वस्तुव्यापारवा भरदार श्री ७४६६३५८०००१

प्रादर वस्तुव्यापारी तस-

आशोच्यवार्ते की सिजाती शुद्धी गरण ५०००

संदर्भी ती ११

संज्ञक की (गोपनीयः) ११

पुस्तकवाती भरदार की ११

उपस्थान ११

नकाशा विवात भातसे (कनन १५ से १७) ११

गीत विवात सिदीशन ११

रड—शुद्ध १५, जस्तसे ११

कनन १६ जस्तसे ११

भरदार नकल (कनन ५७) (गोपनीय) ११

जस्तसे (आशोच्य वस्तुव्यापारी) ११

मकल ५०२००

वर्ता उवात शुद्धि व रीदणीत वस्तुव्यापारी भरदार.

या भरदार विवात

वस्तुव्यापारिक विवात तसे.

वस्तुव्यापारिक विवात, शरी.

वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

वस्तुव्यापारिक

वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

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वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

वस्तुव्यापारिक विवात तसे वस्तुव्यापारी भरदार.

MS. No. 1077038

1077038

इतर फीची धनुसूची

- १. नादा बौदधी फी धनुसूची संतया विना अठरा अन्वये
- २. अन्वयत फी.
- ३. फाईल वरन्नाची फी
- ४. धनुसूची अकरा अन्वये.
- ५. धनुसूची वीज अन्वये.
- ६. युवावस्थाना अनुक्रमणन
- ७. फुहमेत फी.
- ८. सुदासत तावा फी.
- ९. मोटोरखत पाकिटांका निमत.
- १०. मोटोरखत पाकिटे उभयता.
- ११. मोटोरखत पाकिटे एरत भागे वेत.
- १२. अरत.
- १३. परिचारीका सिका स्तो परिचाराची वेत.
- १४. गुन आकारांत फीची वसुकी.
- १५. वड संघट्टाचा धनुसूचा कितीचे उल्लस.
- १६. विविध अ. यात उचलय पाठविण्याना टपाल खत.
- १७. उलाह खत.
- १८. एता.

इस्तएवज पण्ड केला.

सुखम विषयक

वे.का.म. (५०,००,०००) ९-२००० पी.से.ए. एच. ५३४
 एच.प. वित्त विभाग, क. संकीर्ण-१००५/प्रक. ०६/के.सा.व.
 दिनांक २२ सप्टेंबर १९००.

समुदाय न. को. वि. ६

सर्वसा. २६-म

[नियम ११२ परा]

Gen. 26-M

चलन क्रमांक

६७१७२/१०

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या ठिकाणच्या कोषागारात/उपकोषागारात भरण्यात आलेल्या रोकळ रकमेचे चलन
 भारतीय स्टेट बँकेमध्ये/भारतीय रिझर्व बँकेमध्ये

भरणा करणाऱ्याचे धराक्याचे	विभागीय अधिकार्याने किंवा कोषागाराने भरण्याचे	कोषागाराने/उपकोषागाराने/भारतीय रिझर्व बँकेने/ भारतीय स्टेट बँकेने/हिदालागत स्टेट बँकेने भरण्याचे
जिच्याबद्दीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव/पदनाम आणि पत्ता श्री. सुरेश लाल जाधवजी मोहन अधिष्ठाता सुनंदी लाल जाधवजी मोहन २११६१, आ.म.आ.प.रि. पर्व	सेवकांचे वर्गीकरण ३०३० Regn. & Stamp विभाग : ०२/१९३ Incident Stamp Dept प्रधानशीर्ष : ०२/३०३ Penalty उपप्रधानशीर्ष :	रक्कम लिहिली. रुपये (वाकबध्दात) 6180/- रुपये (अक्षरी) Six thousand one hundred & 2 only
भरणा करणाऱ्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करणाऱ्याचा उद्देश Stamp Duty - 5880 300	शीर्षशीर्ष 0 0 3 0 0 1 0 5 0 0 सलग्नक संकेतांक	कोषपाल लेखापाल कोषागार/उपकोषागार अधिकारी/बँकेचा अधिकारी/अधिकारी 24 JAN 2002 रोख/रोकडा/CASH मिळाले/प्राप्त/RECEIVED
भरणा केलेली रक्कम रुपये 6180/- (अक्षरी) रुपये Six thousand one hundred and eighty only	बरोबर आहे, मीने स्वीकारावे व जाबती घाली. दिनांक स्वाक्षरी 22/1/2002	दिनांक

* येथे कोषागार/बँकेत रक्कम भरणा करणाऱ्याचाच आदेश देणाऱ्या अधिकार्याचा स्वारी लिहिलेला द्यावा.

[क. घाने घेत]

	किंमत	संख्या	रक्कम रुपये

मोटा

माणी			
		एकूण	

घटना			रक्कम रुपये
घनादेशाचा क्रमांक	दिनांक	भावेष्टित बँक व तिथी शाखा	
		एकूण	

१. विभागाचे नाव भरतांना ज्याच्याकरिता रक्कम जमा करावयाची असेल त्या विभागाचे नाव लिहावे.
२. अर्थसंकल्पीय अंदाजातील लेखाच्या धर्तीकरणाने संदर्भित, लेखाचे प्रधानशीर्ष, उपप्रधानशीर्ष व गौण-शीर्ष या बाबतचा तपशील स्पष्टपणे, ठळकपणे व पूर्णपणे नमूद करावा. शक्यतोवर खरी शिक्का वापरावा.
३. भरण्याच्या रकमेच्या प्राधिकाराविषयीचा तपशील भरण्याच्या रकमेच्या उद्देशाविषयीच्या घर्णनावरोबरच स्पष्ट शब्दात नमूद करावा.
४. सार्वजनिक बांधकाम व वन विभागांच्या संबंधातील भरण्याच्या रकमांच्या बाबतीत ज्या विभागाच्या संबंधात तो भरणा असेल त्या विभागाचे नाव चलनाच्या शिरोभागी (ठळक) मोठ्या अक्षरांत लाल शाईने लिहावे. पाताळी शक्यतोवर खरी शिक्काच वापरावा.



गुणम नम ६१.२१७२/६०

२६ १६० ३ ओपरेटिंग

३ ६६६६६ ११ ११ १२

३ ६६६६६ ६६६६६

गुणम निवंधक नमि कवेरीत भागु
निवंध.

W. N. Narayan

दुयम निवंधक, ठाणे,

काजालभावा	६ ६६
की संख्या	
की संख्या	५०००००
नकलेची की	१७००
(फॉलोअप)	१०००
बेचाराचे नकलेची की	११००
बादा नकलेची की	६०००
दयाल की	१०००
दयाल की	५०२०००

दुयम निवंधक, ठाणे,

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ARTICLES OF AGREEMENT

made at Bombay this 14th day of October 1946 Between SITA DEVELOPMENT CORPORATION, a partnership firm registered under the Indian Partnership Act, 1932 & having its office at 3-A, "ARARAT", 89, Nagindas Master Road, Fort, Bombay 400 001, hereinafter called "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivors or survivor of them, the heirs, executors and administrators of the last survivor and his or her or their assigns) of the ONE PART AND Shri Subhas Narayan Menka & Smt. Sunanda Narayan Menka

residing at/having his/her/their office at 2nd floor, "Shayada" New Power English School, opp. I.I.T. Main Gate, Pocol, Bombay 400 076.

hereinafter called "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns) of the OTHER PART:

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WHEREAS :

(a) SHRI SUPRAJ RATAN FATEHCHAND DAMANI & OTHERS all of Bombay, Indian Inhabitants, are the present Trustees of a Public Charitable Trust known as SUPRAJ RATAN FATEHCHAND DAMANI JANHIT NIDHI registered as a Public Charitable Trust with the Charity Commissioner, under the provisions of the Bombay Public Trust Act, 1950, Registration No. 2601 (Bombay) and as such Trustees, they are absolutely seized and possessed of or otherwise absolutely entitled to all those pieces or parcels of land or grounds, hereditaments and premises together with the structures standing thereon situate at Village Naupada, Thane within the limits of Thane Municipal Corporation in the Registration District and Sub-District of Thane bearing Tika No. 18, City Survey No. 15, 47, 48, 49, 59 and 63 situate at Lal Bahadur Shastri Marg, Naupada, Thane and more particularly described in the First Schedule hereunder written (hereinafter for brevity's sake referred to as "the said LARGER Property").

(b) The Owners have constructed in the past, on a portion of the said larger property certain structures. The Owners as the Trustees of the said Trust and with a view to give more benefits to the beneficiaries by increasing the revenue of the Trust have thought of developing or causing the remaining portion of the said larger property to be developed, submitted plans and specifications to The Thane Municipal Corporation so as to consume the balance F.S.I. of the said larger property on the remaining portion and the Thane Municipal Corporation has sanctioned the said plans and accordingly issued Commencement Certificate No.84/161, dated 25.11.1986 to the Owners.

(c) As per the approved plans, the Owners have duly constructed two sheds namely 'C' and 'D' as marked in the said approved plans dated 25.11.1986 on the portion of the said larger property and handed over all the premises comprised in the said two sheds to the existing tenants to provide to them alternative accommodation.

(d) The Owners advertised in the issues Times of India, Nav Bharat Times and Bombay Samachar, all dated 29.11.1986, inviting offers from the interested parties interalia for sale-cum-development of the balance F.S.I. of the said larger property.

(e) The Developers herein approached the Owners in response to such public notice and tendered their offer to the Owners with a view to acquire the development rights for construction and completion of the Building's on the remaining portion of the said larger property as per the plans already approved or as may be revised by the Developers from time to time by consulting and utilising balance F.S.I. of the said larger property.

(f) The Owners have duly considered the said offer of the Developers and having satisfied with the offer as being in the best interest of the Trust, have agreed to grant to the Developers the right of Development of the remaining portion of the said larger property by constructing and completing buildings in accordance with the plans and specifications already approved and sanctioned by the Thane Municipal Corporation or as may be revised by the Developers to suit their convenience.



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- (g) The Charity Commissioner, Maharashtra State, by his Order No. J/4/88-87/16577 dated 2.11.1987, made under Section 36 of the Bombay Public Trusts Act, 1950 accorded his sanction for the sale cum development of the said balance F.S.I. upon the terms and conditions set out in the said Order.
- (h) Thereafter, the Developers requested the Owners to have the said larger property duly sub-divided with a view to demarcate the portion to be retained by the Owners from the portion on which the Development is to be carried out by the Developers and further requested the Owners to apply to the Charity Commissioner for certain modifications in his earlier order dated 2.11.1987. The Thane Municipal Corporation have already approved and sanctioned the Owners' proposal for the said sub-division on 30.1.1988. The portion on which the Development is to be carried out by the Developers has been delineated on the plan annexed to the Development Agreement dated 9.5.1988 and therein shown surrounded by Red Coloured Boundary lines (hereinafter referred to as "the said property");
- (i) The Charity Commissioner by his modified Order No. J/4/88-87/2168/88 dated 9.2.1988 accorded his sanction for the sale-cum-right of the development of the said property on the terms and conditions set out therein;
- (j) By an Order dated 3.4.1986, passed under Section 8(4) of U.L.C. Act, 1976, by Deputy Collector and Competent Authority, Thane Urban Agglomeration and 8 Kms. peripheral area of Greater Bombay, it has been inter-alia held that there is no surplus vacant land comprised in the said larger property;
- (k) By an Agreement for Development dated 9.5.1988 made and entered into by and between the said Owners of the One Part and the Developers of the Other Part, the Owners have granted unto the Developers irrevocable right and authority to develop the said property by constructing and completing buildings thereon for the consideration and upon the terms and conditions contained therein;
- (l) In pursuance of the said Agreement for Development, the Owners have also granted Power of Attorney dated 9th May, 1988 in favour of the two partners of the Developers so as to enable the Developers authorising them to do all acts, deeds, matters and things and to exercise all Powers and authorities therein mentioned in relation to the said property and development thereof;
- (m) The Developers submitted revised plans and specifications to Thane Municipal Corporation for their sanction and approval;
- (n) The Thane Municipal Corporation has approved and sanctioned the said revised plans submitted by the Developers and have issued Commencement Certificate bearing No. V.P.84/161B dated 21.10.1988;
- (o) The Developers have commenced construction of the building/s in accordance with the plans and specifications thereof approved and sanctioned by the Thane Municipal Corporation;
- (p) The Developers have entered into an agreement with their Architects duly registered with the council of Architects in the manner prescribed by the said Council of Architects;
- (q) The Developers have appointed structural Engineers for preparation of structural design and drawings of the buildings to be constructed on the said property;
- (r) The Developers have accepted the Professional supervision of the qualified Architects and Structural Engineer on the buildings to be constructed on the said property, till completion thereof;
- (s) In the premises aforesaid, the Developers alone have the sole and exclusive right to sell the flats/shops/offices/tenements/garages/Parking spaces and other premises in the buildings to be constructed on the said property and to enter into agreement/s with the purchaser/s of such premises and to receive and appropriate the sale proceeds in respect thereof;
- (t) M/s. Ambubhal and Diwani, Advocates and Solicitors, Bombay have issued a Certificate of title of the said larger property on 5th October, 1988;
- (u) The copy of the Certificate of title issued by the said Advocates and Solicitors, copies of Property Register Cards known as P/R Cards of the said larger

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property showing the nature of the title to the said larger property as also the copy of the plans and specifications of the premises agreed to be purchased by the Purchaser/s, as approved by the concerned local authorities are annexed hereto and respectively marked Exhibits 'A', 'B' and 'C';

EX. A,B,C

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(v) The purchaser/s has/have applied to the Developers for allotment of Flat Shop/Office/Room/tenement No. 401 on the Seventh floor in 'A' Wing of the building/s to be known as "SITA-VIHAR" and garage (under stilt)/open parking space No. N11 (hereinafter called the said premises) on the said property; (EXHIBIT - 'D') (Exhibit - 'D')

EX. D

(w) The Purchaser/s has/have demanded from the Developers and the Developers have given to the Purchaser/s inspection of all the here in before recited documents of title relating to the said larger property, the necessary Agreements, the said approvals/permissions, plans, specifications and designs of the said building/s and all other documents as required to be shown to the purchaser/s under the provisions of Maharashtra Ownership (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter called "the said Act") and the Rules made thereunder as amended upto date.

(x) The Purchaser/s, as required under the provisions of the Maharashtra Co-operative Societies Act, 1960 hereby declares that neither the Purchaser/s nor the members of the family of the purchaser/s own/s a tenement, house or a building, within the limits of Thane Municipal Corporation;

(y) The Purchaser/s has/have seen and inspected the said property and has/have himself/herselves fully acquainted with the state thereof and agreed to acquire the said premises from the Developers on what is popularly known as "Ownership Basis" at the price and on the terms, conditions and covenants mutually agreed upon by the parties hereto and hereinafter contained;

(z) Under the Provisions of Section 4 of the said Act, the Developers are required to execute a Written agreement for sale of the said premises to the Purchaser/s being in fact these presents and to register the same under the Registration Act, 1908 and relying on the aforesaid application and declaration the Developers have executed these presents;

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

1. The Developers have commenced construction and development of the said property and shall construct building/s consisting of ground and upper floors on the portion of the said larger property described in the First Schedule hereunder Written and to be known as "SITA-VIHAR" in accordance with the approved plans, designs and specifications with or without changes/amendments/modifications thereto and which plans and proposed amendments have been kept at the building site and in the office of the Developers for the inspection which the Purchaser/s has/have also seen and approved (hereinafter referred to as "the said building"). The Developers shall be entitled to make such changes, additions, alterations, variations and modifications therein including in the said lay outs as may be desired by the Developers and/or required by the Thane Municipal Corporation and/or any other authority/es concerned and the Purchaser/s hereby irrevocably and expressly consents to the same provided however that the Developers will obtain prior consent in writing of the Purchaser/s in respect of only such variation or modifications as may affect the area of the premises agreed to be purchased by the Purchaser/s.

2. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Developers to the said property and he/she/they shall not be entitled to further investigate the title and the rights, powers and authorities of the Owners and/or of the Developers and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith. A copy of the certificate of title issued by M/s. Ambubhal & Diwarji, Advocates & Solicitors is hereto annexed.

3. The Developers agree to sell to the Purchaser/s and the purchaser/s hereby agree to purchase from the Developers, Flat/Room/Shop/Tenement/Office

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No. 701 on the Seventh floor in 'A' Wing of SITA-VIHAR, (hereinafter referred as the said premises) admeasuring about Sixty nine Sq. Meters Carpet Area (which is inclusive of the Seven Sq. Meters Carpet Area of Balcony/ies) AND Garage/Silt Parking/ Parking Space/Hoarding No. N/1 In the said Building in N/1 Wing on what is popularly known as "Ownership Basis" at or for the price of Rs. 590,000/- Rupees Five lacs Seventy six thousand only. (only) including Rs. 350,400/- being the proportionate price of the said property together with the common areas and facilities appurtenant to the said premises including the fittings, fixtures and amenities set out in second Schedule, hereunder written and the typical floor plan of the said premises is annexed hereto and marked (EXHIBIT - 'C'.)

SECOND SCHEDULE

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- 4 (A) The Purchaser/s Agree/s to pay to the Developers the said amount of Rs. 350,400/- (Rupees Three lacs fifty thousand four hundred only) in respect of the proportionate value of the said property together with common areas and facilities appurtenant to the said premises as under:-
- (a) Rs. 94,600/- on or before Execution;
 - (b) Rs. 1,29,900/- on or before 5-11-90;
 - (c) Rs. 1,24,900/- on or before 30-11-90
- (B). The Purchaser/s agree/s to pay the balance purchase price of Rs. 2,25,600/- (Rupees Two lacs twenty five thousand Six hundred only) in respect of the said premises by the following instalments, viz:-
- (a) Rs. 3,3,840/- On or before the execution of these presents as Earnest Money,
 - (b) Rs. 2,2,560/- On or before the completion of the plinth;
 - (c) Rs. 5,640/- On or before the casting of the First Slab.
 - (d) Rs. 5,640/- On or before the casting on the Second Slab.
 - (e) Rs. 5,640/- On or before the casting of the Third Slab.
 - (f) Rs. 5,640/- On or before the casting of the Fourth Slab.
 - (g) Rs. 5,640/- On or before the casting of Fifth Slab.
 - (h) Rs. 5,640/- On or before the casting of the Sixth Slab.
 - (i) Rs. 5,640/- On or before the casting of the Seventh Slab.
 - (j) Rs. 5,640/- On or before the casting of Eighth Slab.
 - (k) Rs. 1,59,900/- On or before completion of Brick work,
 - (l) Rs. 2,2,560/- On or before the fixing of Window and door frames;
 - (m) Rs. 1,59,900/- At the time of Plastering (external as well as internal);
 - (n) Rs. 1,59,900/- At the time of flooring;
 - (o) Rs. 2,2,590/- On or before completion of plumbing and sanitary fittings;
 - (p) Rs. 31,580/- On the Occupation of the said premises being offered by the Developers to the Purchaser/s pending execution of Lease-Deed in favour of Society or Limited Company or Association to be formed of Purchaser/s of all the premises in the said Building/s as herein-after provided.



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5. Upon execution of such Lease-Deed, such Permission to enter upon and enjoy the said premises in favour of the Purchaser/s shall automatically become absolute possession of the said premises by the purchaser/s.
6. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time of payment is of the essence of the contract. The Developers will forward to the Purchaser/s intimation of the Developers having carried out the aforesaid work at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of such instalment within 7 (seven) days of Developers despatching such intimation under Certificate of Posting at the address of the Purchaser/s as given in these presents. The Developers will keep the original certificate of their Architects Certifying that the Developers have carried out given item of Work and such Certificate will be open for inspection to the Purchaser/s at the office of the Developers and such Certificate shall be valid and binding upon the Purchaser and the Purchaser/s agrees not to dispute the same. Such intimation shall be valid and binding upon the Purchaser/s and the Purchaser/s agrees not to dispute the same.
7. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities along with the said premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Third Schedule hereunder written (The aforesaid provision is applicable in case of flats/offices only).
8. It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities alongwith the said premises and the extent, nature and description of such limited common areas and facilities appurtenant to the said premises agreed to be sold is set out in the Fourth Schedule hereunder written (The aforesaid provision is not applicable in case of Car Parking Space/area Covered under stilt/Garages and shops).
9. The Developers hereby agree that they shall before handing over possession of the premises to the Purchaser/s and in any event before execution of the Lease-Deed of the said property in favour of the Co-operative Society or body to be formed by the Purchaser/s of Premises in the said building to be constructed on the said property, make full and true disclosure of the nature of the title of the said property as well as encumbrances, if any, including any right, title, interest and claim of any party in over the said property and shall as far as practicable ensure that the said Property is free from all encumbrances and that the Developers have absolute, clear and marketable title to the said property so as to enable them to convey to the said society or Limited Company, as the case may be, such absolute, clear and marketable title of the said property on the execution of a Lease-deed by the Developers in favour of the said Society or Limited Company, as the case may be.
10. The Parties hereto specifically declare and confirm that:-
 - (a) The Purchaser/s had/have inspected the said Property and had/have ascertained for himself/herself/themselves that the said premises are not yet ready for use and occupation;
 - (b) Occupation Certificate/Building completion Certificate in respect of the said building under construction has not yet been issued by the Thane Municipal Corporation as required by law and consequently under the provisions of Section 3(2)(f) of the Maharashtra Ownership Flats Act, 1963, the Developers are not entitled to allow the Purchaser/s to enter into possession of the said premises and the Purchaser/s is/are prohibited from taking possession of the said premises till such certificate is given by the Thane Municipal Corporation;
 - (c) The possession of the said premises is not transferred to the Purchaser/s before the execution or at the time of execution or after the execution of this Agreement without executing the Lease-Deed in respect thereof;
 - (d) Possession of the said premises will be handed over after or on execution

THIRD
SCHEDULE

FOURTH
SCHEDULE





- of the Lease-Deed to be executed in pursuance hereof. In the event, however, the purchaser/s insists on receiving possession prior thereto and if the Developers are in a position to and agree to give the same and any stamp duty and/or other charges, dues or levies become payable on these presents and/or on any record thereof or otherwise, the same shall be borne and paid by the Purchaser/s alone.
- (e) This Agreement is not an agreement to sell an immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act, 1958 and no interest in the immovable property is or is intended to be transferred to or vested inter vivos in the Purchaser/s.
11. The Purchaser/s shall have no claim save and except in respect of the particular premises common areas and facilities and limited common areas and facilities hereby agreed to be acquired and all open spaces/unallotted parking Spaces/Flats/Rooms/Offices/Shops/Garages/Lobbies/Staircases/Lifts/Terraces etc. will remain the property of the Developers until the said property and/or any part thereof is transferred to the Society as hereinafter mentioned but subject to the rights of the Developers under this Agreement.
12. The Purchaser/s hereby agree that-
- (a) The Developers shall be entitled to construct terrace, garden houses, alongwith one or more terraces and garden houses with/or without open spaces attached thereto and shall be entitled to sell on Ownership basis and/or otherwise dispose off the same and/or exclusive use of any areas. The purchaser/s and/or the Purchaser/s of the other premises in the said building shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to the use of such terrace or open space sold and/or allotted by the Developers to the Purchaser/s of such terraces/ houses and/or garden house unless the Purchaser/s himself/herself/ themselves is/are such Purchaser/s and the Purchaser/s of such terrace houses or garden houses shall be exclusively entitled to the use of the terrace or open spaces sold and/or allotted to him/her/them.
- (b) The Developers shall be entitled to transfer, assign, dispose off and/or sell in any manner they deem fit, or proper the said terrace, open space etc. to anybody on such price, terms and conditions as the Developers may deem fit. The Purchaser/s along with the other Purchaser/s will not raise any objection of whatsoever nature or kind.
- (c) The Developers shall be entitled to sell or otherwise dispose off the right to the terrace or terraces of the said Building for the purpose of construction or advertisements/hoardings or any other user permissible by law, so long as the means of access is available to the proposed Society for approving the water tanks and the lift rooms.
- (d) The Developers shall be entitled to put up a hoarding or hoardings on the said property, or on the said Building or any part thereof and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Developers are fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building or on the said property as the case may be and the Purchaser/s agrees not to object or dispute the same;
- (e) He/She/They alongwith other Purchaser/s of the flats/shops/tenements/ Garages shall not charge anything from the Developers or its nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings, for use of such terraces, open spaces compound walls, for the purposes of displaying of advertisements or hoardings etc. and for such other purposes as the Developers may deem fit;
- (f) The silt portions shall belong to the Developers who alone shall have right to deal with or dispose of the same.
- (g) Until such time as the possession of the said Property and the said building is delivered to the proposed Society as aforesaid, the Purchaser/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Developers and generally to do all and every reasonable act that the Developers may call upon the Purchaser/s to do.

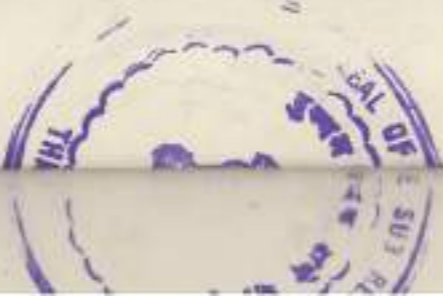
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(h) It is agreed that till all the flats/shops/garages and other premises are sold and allotted to the prospective purchaser/s, the Developers shall be entitled to retain with them unsold flats/shops/garages and other premises and no maintenance charges and taxes and other outgoings would become payable by the Developers in respect of the said unsold flats/shops/garages and other premises and neither the Purchaser nor the Co-operative Housing Society to be formed by the Purchaser shall claim, demand or charge from the Developers any amount towards the said maintenance, taxes and other outgoings in respect of the unsold flats/shops/garages and other premises in respect of the period from the date of occupation Certificate till the same are sold to the respective Purchaser/s.

(i) It is agreed that the purchaser/s or the Co-operative Housing Society will have no objection if the Developers sell the portion under the still to the persons not being the purchasers of the premises in the said building. The Purchaser/s and the proposed Society shall admit the said Purchasers as nominal member of the Society. The Purchaser/s will not take any objection if the prospective Purchasers enclose or cover their respective portion under the still subject to necessary permission from Thane Municipal Corporation or other concerned Authorities.

13. The Purchaser/s confirm/s that the instalments payable by the Purchaser/s under these presents shall be made on the due dates without any delay or default as time in respect of payment of instalments and in respect of all amounts payable under these presents by the Purchaser/s to the Developers is of the essence of the contract. If the Purchaser/s make delay or default in making payment of any of the instalments or amounts on stipulated days, the Developers shall be entitled to charge and recover interest at the rate of 9% per annum or such interest as may be permitted by law on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Developers without prejudice to the other rights and remedies of the Developers in law and under these presents. Provided however that this provision for payment of interest does not entitle and shall not be deemed to confer any rights to the Purchaser/s to delay the payment of the amounts payable to the Developers under these presents. It is further agreed that on the Purchaser/s committing default in payment of any of the instalments or any other amount or amounts payable under these presents on the due dates (including his/her/their proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings), the Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Developers after giving the Purchaser/s 15 (Fifteen) days prior notice in writing of their intention to terminate this agreement and specifying the breach or breaches of the terms and conditions on account of which the Developers intend to terminate the Agreement and if the Purchaser/s continue/s the default in remedying such breach or breaches within the stipulated period of 15 (Fifteen) days from the date of such notice from the Developers, it is further agreed that upon termination of this Agreement as stated herein, the Developers shall refund to the Purchaser/s the instalments of the sale price which the Purchaser/s may have till then paid to the Developers, but the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Developers, the Developers shall be at liberty to dispose off and sell the said premises to such person or persons at such price and on such conditions as the developers may desire and think fit in their absolute discretion and the Purchaser/s shall have no right, interest and claim of any nature whatsoever in that behalf. It is agreed that the dispute whether the stipulations specified in Section-8 of the Maharashtra Ownership Flats Act, 1963 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator.

14. It is expressly agreed that the possession of the said premises will be given by the Developers to the Purchaser/s by March 1991 provided the Developers have received the full purchase price of the said premises and all other dues and other amounts payable by the Purchaser/s to the Developers under these presents and the purchase price of other premises and other dues and





amounts under their respective agreements between them and the Developers. If the Developers fail to or neglect to give possession of the premises to the Purchaser/s on account of reasons beyond their control and of their agents' as per the provisions of Section 8 of Maharashtra Ownership Flats Act by the aforesaid date or the date or dates prescribed in Section 8 of the said Act then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the premises with simple interest at 9% per annum from the date the Developer received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developer to the Purchaser/s, he/she/they shall, subject to prior encumbrances if any, will have charge on the said property as well as the construction or building in which the premises are situated or were to be situated. Provided that the Developers shall not be responsible for giving delivery of premises on the aforesaid date, if the completion of building in which the premises is to be situated is delayed on account of:-

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, civil commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and/or public or competent authority.

It is further agreed that upon refund of the said amount by the Developers to the Purchaser/s together with interest, as stated hereinabove, the purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said premises or against the said property in any manner whatsoever and the Developers shall be entitled to deal with or dispose of the said premises to any person or party as the Developers may desire, at their absolute discretion.

15. Upon the Purchaser/s taking possession of the said premises, the Purchaser/s shall have no claim against the Developers as regards the quality of the Building material used for construction of the premises or the nature of the construction of the said premises or otherwise howsoever, provided however that if within a period of three years from the date of offering the possession of the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any defect in the said premises or the building in which the said premises are situated or the material used therein or any unauthorised change in the construction of the said building by the Developers, then, wherever possible such defects or unauthorised changes shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect or change.

16. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit is payable to the Thane Municipal Corporation or to the State Government or betterment charges or development tax or security deposit as payable to the Thane Municipal Corporation, Maharashtra State Electricity Board or concerned authority for the purpose of giving water connection, drainage connection and electric connection or any other tax or payment of a similar nature becoming payable by the Developers, the same shall be paid by the Purchaser/s to the Developers in proportion to the area of the said premises, within seven days of demand (time being the essence of the contract) and in determining such amount, the discretion of the Developers shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include prorata charges which the Purchaser/s may be called upon to pay by the Developers in respect of installation of waterline, water mains, sewerage line, sewerage mains, electric cables, electric Sub-station (if any) making and maintaining of Internal Roads and access to the said property, drainage, layout and all other facilities.

17 (A) It is agreed between the Developers and the Purchaser/s that commencing a week after the notice in writing is given by the Developers to the Purchaser/s that the said premises is ready for use and occupation and the Developers are ready to handover possession of the same to the Purchaser/s, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) all outgoings in respect of the said property and the proposed building including local taxes, cesses, rates and other charges, betterment charges, water charges, Insurance charges, common lights, repairs, betterment charges, salaries of clerks, Bill Collectors' charges, chowkidar and sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said property and the said buildings and until the said property is transferred to the said Society, the Purchaser/s shall pay to the Developers the proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agree/s that till the Purchaser/s' share is so determined, the Purchaser/s shall pay to the Developers the provisional monthly contribution of Rs. ₹ 950/- (Rupees Five hundred seventy-five/-) per month, towards such outgoings and taxes. The amount so paid by the purchaser/s to the Developers shall not carry any interest and remain with the Developers till Lease-Deed is executed in favour of the proposed Society. On such Lease-Deed being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Developers to the said Society. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings, betterment charges and other amounts as provided herein regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

(B) (i) The Purchaser/s hereby agree/s to and shall pay to the Developers at the time of Occupation of the said premises the following amounts:-

- (a) Rs. ₹ 200/- towards share money, Application Entrance fees of the Society;
- (b) Rs. ₹ 500/- for legal charges,
- (c) Rs. ₹ 5000/- being his/her/their shares of the amount of deposit payable for water and electric connection to be installed in the said premises and the said building.
- (d) Rs. ₹ 9000/- towards 12 (Twelve) months' provisional outgoings, including Municipal, N.A. and all other taxes, water bill, common electric bill, maintenance charges and other expenses.
- (e) Rs. ₹ 500/- towards formation and registration of the Society/Limited Company or any other association.

The aforesaid amounts to be paid on or before possession of the said premises is offered to the Purchaser/s and no interest will be payable thereon by the Developers. The aforesaid amounts are agreed to be paid by the Purchaser/s to the Developers without prejudice to the right of the Developers to recover other amounts including betterment charges from time to time under these presents. The Developers shall utilise the sum of Rs. ₹ 5000/- paid by the Purchaser/s to the Developers for meeting all legal charges, costs and expenses including professional costs of the Advocates and Solicitors of the Developers in connection with formation of the said Society, including its Bye-laws and the costs of preparing and engrossing these presents and also Lease-Deed, to be finally executed for the transfer of the said property in favour of the proposed Society.

(ii) The deposit kept for maintenance expenses under this agreement shall after deducting therefrom arrears of taxes and expenses as mentioned in the **Fifth schedule** hereto and expenses incurred in the formation of the Co-operative Society, Stamp Duty, registration charges and legal expenses etc., of Lease-Deed will be transferred to the Society when such Society is formed and the said property is finally transferred/conveyed to it.

(C) The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received on account of the Share Capital for the promotion of the said Society or towards the outgoings, legal charges and shall utilise

FIFTH SCHEDULE



- the amounts only for the purposes for which they have been received.
18. Notwithstanding anything contained in this agreement the Purchaser's hereby agree to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, municipal and other taxes, outgoings, betterment charges and in respect of items specified in the **Fifth Schedule** hereto. Such share to be determined by the Developers having regard to the area of each premises. The Purchasers hereby agree that he/she/they shall not be entitled to ask for adjustment of the amounts mentioned in Clause 19 hereof against the expenses, Municipal Taxes, outgoings, betterment charges, etc.
19. So long as each tenement shall not be separately assessed for the Municipal Taxes and water taxes, the Purchaser/s shall pay a proportionate share of the water tax and Municipal Tax assessed on the said building, such share to be determined by the Developers on the basis of the area of each premises with or without open garage/stilted/covered parking spaces in the said building to be constructed by the Developers and other areas attached thereto. The Purchaser/s alongwith the other Purchaser/s of premises with or without open garage and other area attached thereto have exclusive use of such garage and other area attached thereto will not require the Developers to contribute proportionate share of the maintenance charges of the premises with/or without open garage and other areas attached thereto which are to be constructed or which are not sold and disposed of by the Developers. The Developers will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the said premises. The Purchaser/s hereby agree to pay all the amounts payable under the terms of this Agreement as and when they become due and payable including interest at the rate of 9% per annum, time in this respect being the essence of the contract.
20. The Purchaser/s agree/s that the Developers are not bound to give notice requesting payment of amounts due under these presents on respective due dates stipulated herein and the failure thereof shall not be plead as an excuse for non-payment of any amount or amounts on their respective due dates.
21. The Purchaser/s shall use the said premises for the purposes as may be authorised by and as may be permissible in law and/or by Thane Municipal Corporation and/or any other concerned authorities in that behalf and which is not for any illegal or immoral purposes.
22. If the Developers are not able to give possession of the said premises to the Purchaser/s on account of any reasonable cause or circumstances beyond their control, the Purchaser/s shall not be entitled to any compensation or damages whatsoever, but he/she/they shall be entitled to remedies available under the Maharashtra Ownership Flats (Regulations of the promotion of Construction, Sale Management and Transfer) Act, 1963.
23. The Purchaser/s himself/herself/themselves with intention to bring all persons on to whosever hands the said premises may come (in accordance with terms of these presents) doth/do hereby covenant with the Developers as follows:-
- (a) To maintain the said premises at Purchaser/s own costs in good tenable-repair and condition from the date of occupation of the said premises is taken and shall not change/alter or make addition in or to the Building/s in which the said premises is situated and in or to the said premises itself or any part thereof or do or suffered to be done anything in or to the Building/s in which the said premises is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority.
- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s in which the said premises is situated or storing of such goods is objected by the concerned local or other authority and shall not carry or cause to be carried any heavy packages on upper floors which may damage or likely to damage the staircase, common passage or any other structure of the building/s in which the said premises is situated. In the event of any such loss injury or damage is

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- caused to the said Premises on account of negligence or default of the Purchaser/s. In this behalf, the Purchaser/s shall be liable for cost and consequences of the breach thereof.
- (c) To carry out at his/her/their own costs, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated or in or to the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public Authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority and/or to the Developers.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time/make or cause to be made any additions or any alterations in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the sewers, drains pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support, shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. parties or other structural member in the said premises without the prior written permission of the Developers and/or the said Society.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurances of the said property and/or the building/s in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance policy.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building/s in which the said premises is situated.
- (g) To pay to the Developers within 7 days of demand by the Developers, time being the essence, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said premises is situated.
- (h) To bear and pay increases in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authorities and/or Government and/or other public authority on account of change of user of the said premises, by the Purchaser/s, done with consent of the Developers.
- (i) The Purchaser/s shall not let, transfer, assign or part with the said premises or any part thereof or interest or benefit under this Agreement or part with the licence to enter into the said premises until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and that too only if Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated and first obtained consent in writing from the Developers in that behalf.
- (j) The Purchaser/s shall observe and perform all the rules and regulations which the proposed Society may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the premises therein and for the observance and performance of the Building Rules, Regulations and bye-laws in force, for the time being, of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Developers under these presents and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (k) Till a Lease-Deed in respect of the said property is executed, the Purchaser/s shall permit the Developers and their Surveyors and agents, with or



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without workmen and others, at all reasonable times, to enter into and upon the said property and the said Building/s or any part thereof to view and examine the state and conditions thereof and/or for carrying out any work of construction and repair on the said property/buildings and/or any part thereof.

24. At the time of registration of the Lease-Deed in respect of the said property, the purchaser/s shall pay to the Developers in advance, if not already paid, the Purchaser's share of the Stamp Duty and registration charges payable by the proposed Society on the Lease-Deed or any document or instrument of transfer in respect of the said property together with the buildings constructed thereon, to be executed in favour of such society. The Developers shall not be liable to pay any amount towards Stamp Duty and Registration Fees on the Lease Deed for conveyance of the said property or any part thereof in favour of the society.

25. The Purchaser/s shall permit the Developers and his surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the premises or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to, serving or used for the said building/s and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises or the building/s in respect whereof the Purchaser/s or the occupier of any other premises, as the case may be, shall be in default in paying his/her/their share of the water tax.

26. After the possession of the said premises is given to the Purchaser/s, if any additions or alterations in or about or relating to the said building/s are thereafter required to be carried out by the Government, Municipal or any Statutory Authority, the same shall be carried out by the Purchaser/s in co-operation with the Purchaser/s of the other flats/shops/offices/ tenements/garage/parking spaces in the said building/s at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same or to contribute any amount for the purposes aforesaid.

27. If the Purchaser/s desires to sell or transfer his/her/their interest in the said premises or is/are desirous to transfer or give the benefit of this Agreement to anyone else and if the Developers have been intimated and agree to give such consent, then and in such event, simultaneously with the Developers granting to the Purchaser/s the consent as herein contemplated, the Purchaser/s shall pay to the Developers such sum as Developers may in their absolute discretion determine by way of administrative and other costs, charges and expenses pertaining to the same. It is clearly understood and agreed that unless such amount is paid to the Developers, by the Purchaser/s, the Developers shall not be bound or liable to consent to such transfer and that the Developers are not obliged to give consent to transfer even if the Purchaser/s is/are willing to pay such charges.

28. The Purchaser/s and the persons to whom the premises are transferred hereby agree/s to sign and execute all papers, documents and do all other things as the Developers may require of him/her/them to do and execute from time to time for more effectively enforcing this Agreement and/or for safeguarding the interest of the Developers and all persons acquiring the remaining flats/shops/offices tenements/garages and car parking spaces in the said building/s on the said property being the portion of the said larger property more particularly described in the First Schedule hereunder written.

29. The Purchaser/s and the person to whom the said premises is permitted to be transferred with the written consent of the Developers shall observe and perform all the provisions of the Bye-laws and/or the rules and regulations of the proposed society and the additions, alterations or amendments thereof and shall also observe and comply with the Building Rules and Regulations and

- the Bye-Laws, for the time being in force of the Thane Municipal Corporation, other local and/or public bodies. The Purchaser/s and persons to whom the said premises are allowed to be transferred shall observe and perform all the stipulations and conditions for use of the said premises and the said property and shall pay and contribute regularly and punctually towards rates, cesses, taxes, betterment charges and/or expenses and all other outgoings.
30. As soon as the Developers notify that the said premises is ready for occupation, the Purchaser/s shall pay the respective arrears or dues together with accrued interest, if any, by him/ther/them within seven days of such notice whether served individually or put up at some prominent place in the building.
31. The Purchaser/s herein alongwith other purchaser/s of premises in the said building/s undertaker/s to become a member of the society and for that purpose also from time to time to sign and execute all the papers or applications that may be required as per the Bye-laws of the Society within seven days of receipt thereof (time being of the essence) so as to enable the Developers to form the said Society under section 10 of the Maharashtra Ownership Flats Act, 1963, within the time limit prescribed by Rule-8 of Maharashtra Ownership Flats Act (Regulations of promotion, Construction, Sale, Management and Transfer) Rules, 1964. No Objection shall be taken by the Purchaser/s if any changes or modification are made in the Bye-laws of the Society as may be required by the Registrar of Co-operative Society or other Competent Authority. The Power and authority of the Society or the purchaser/s herein and other purchaser/s of the premises shall be subject to overall power, authority and control of the Developers in any of the matters concerning the building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regard the unsold premises and the disposal thereof.
32. In the event of the purchaser/s being purchaser of a parking space/garage in the said building and in the event of the Developers entering into agreement for sale of the parking spaces/garages in the building with other party or parties including the purchaser/s of any such parking spaces then in such event he/she/they shall not be entitled to be an ordinary member of the Society but only an Associate member.
33. The Purchaser/s agree/s that he/she/they along with other purchaser/s of flats/shops/offices/tenements/garages/parking spaces will not charge to the Developers or its nominee or transferee any amount by way of monthly instalment for maintenance charges or any other charges for use of such terraces, compound walls for display of advertisement or hoardings etc. for the purpose mentioned hereinabove.
34. The Purchaser/s agree/s that the terrace space in front of or adjacent to the terrace flat premises in the said building/s if any, shall belong exclusively to the respective purchaser/s of the terrace flat premises and such terrace space and intended for the exclusive use of the respective terrace premises purchaser/s. The said terrace shall not be enclosed by the purchaser/s till the permission in writing is obtained from the Thane Municipal Corporation, concerned local authority and the Developers or the Society, as the case may be.
35. The Purchaser/s shall immediately after the execution of this agreement lodge the same for registration with the appropriate registering authority and shall within two days after lodging the same intimate to the Developers together with the serial number under which the same is lodged with a view to enable the Developers to admit the execution thereof. If the Purchaser/s fails to lodge this agreement for registration, the Developers shall not be in any way responsible for the non-registration of the said Agreement and the consequences arising therefrom. The stamp duty and the registration charges and all the other charges including penalty (if any) incidental to this agreement shall be borne and paid by the purchaser/s alone.
36. Nothing contained in these presents shall be construed to confer upon the



Purchaser/s any right, title or interest of any kind whatsoever into or over the said property and the said premises or any part thereof, such consentment to take place only upon the execution of the Lease-Deed in favour of the proposed Society to be formed of the purchaser/s of all the premises in the buildings as herein stated.

37. The Purchaser/s shall at no time demand partition of his/her/their interest in the said building/s and/or the said property, it is being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said premises is impartable.

38. The Purchaser/s hereby expressly agree/s and covenant/s with the Developers that in the event of all the Buildings/Wings of the said proposed building on the said property and/or all the Buildings on the said property being not ready for occupation simultaneously and in the event of it the Developers offering possession of the said premises to the Purchaser/s or handing over possession of the said premises simultaneously on the execution of Lease-Deed in respect of the said property earlier than completing all the Wings and all the other Buildings on the said property then and in such event the purchaser/s have no objection to the Developers completing the construction of the balance wings or Buildings on the said property without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance building/s, wing/s or part/s thereof by the Developers on the grounds of nuisance, annoyance or any other ground or reason whatsoever and the Developers shall be entitled to either by themselves or through any nominees to construct and complete the said remaining Wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s.

39. The Purchaser/s hereby covenant/s to keep the said premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenable repair and condition and in particular so as to support shelter and protect the parts of the building/s other than the said premises. The Purchaser/s further covenant/s not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. Partition or walls or other structural members without the prior written permission of the Developers. The breach of these conditions shall amount to breach of fundamental terms of contract and all the consequences of such fundamental breach shall follow. The Developers shall without prejudice to their rights under these presents or under the law shall be entitled to deduct from the payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Developers in this regard shall be final and binding upon the Purchaser/s who shall not dispute the decision of the Developers in this regard.

40. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Developers under this Agreement.

41. All letters, receipts and/or notices issued by the Developers despatched under Certificate of posting to the address known to them of the Purchaser/s will be sufficient proof of receipts of the same by the Purchaser/s and shall completely and effectually discharge the Developers.

42. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay to the Developers the amount due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time herein specified (Clause 13) or if the Purchaser/s shall in any other way fail to perform and/or observe any of the terms and stipulations and conditions and covenants herein contained and on his/her/their part to be observed and performed, the Developers shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated and



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the earnest money and all other amounts already paid by the purchaser's shall be refunded without any interest thereon by the Developers and the Purchaser's shall have no claim or demand of any nature whatsoever in the said premises and the Purchaser's hereby agrees to forfeiture of all his/her/their rights, title and interest in the said premises and in such event the Purchaser's shall also be liable to immediate ejection as a trespasser and the right given by this clause to the Developers shall be without prejudice to any claim whatsoever at law or under this Agreement of the Developers against the Purchaser's.

43. The transaction covered by this contract at present is not understood to be a sale liable to tax under a sales tax law. If however, by reason or any amendment to the constitution or any new enactment or amendment or under any other law, Central or State, this transaction is held to be liable to tax, as a sale or otherwise, either as a whole or in part any inputs or material or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser's alongwith the other Purchaser's on demand at any time to the Developers.

44. The Developers shall have right to make additions and/or alterations and raise or put up additional structures, as may be permitted by Thane Municipal Corporation and other concerned authorities. If any portion of the said property is acquired or notified to be acquired by the Government, Thane Municipal Corporation or any other Public Body or Authority, the Developers shall be entitled to receive all the benefits in respect thereof and/or compensatory F.S.I. or all other benefits which may be permitted by in lieu thereof. The Developers shall also be entitled to use any additional F.S.I. or additional construction that may be permitted by the Thane Municipal Corporation or any other Local Body or concerned authority, on the said property for any reason whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Developers who will be entitled to dispose of it in any way they choose and Purchaser's hereby irrevocably consents to the same and the Purchaser's shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or make claim for compensation or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the building's being put up and/or at any time further construction on the said property is allowed, the Developers shall always have the right to put up additional construction and storeys and/or consume the balance floor space Index and/or additional Floor Space Index of any other property in any other manner whatsoever and the Purchaser's shall not be entitled to claim any share, right, title or interest in any such additional F.S.I. as aforesaid nor shall they be entitled to raise any objection whatsoever in the respect of its use by the Developers in any manner they choose. The Purchaser's shall not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of any other buildings and/or structures and/or the changes, alterations and additions made in the building's or structures.

45. The Developers or the person nominated by the Developers or the person to whom the rights and benefits conferred under clause hereinbefore mentioned are assigned shall have absolute right to make additions, alterations, raise storeys or put up additional structures as may be permitted by Thane Municipal Corporation and other Competent Authorities. Such Additions, alterations, structure and storeys will be the sole property of the Developers or its nominee or assignee as the case may be, who will be entitled to dispose off the same in any way they choose and the Purchaser's hereby consents to the same. The terrace/s of the building/s till the same area/s allotted to any Purchaser's and/or agreed to be sold as well as the parapet walls shall be the sole property of the Developers or its nominee or assignee and the Developers or its nominee shall also be entitled to display advertisement in or over the walls which shall be the property of the Developers or its nominee or assignee and the Developers or its Nominees shall also be entitled to display advertisement in or over the walls of the terraces as well as on any portion of the said property including



the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisements at any time hereafter. The agreement with the Purchaser/s and all other purchasers of other premises in the said building/s shall be subject to the aforesaid rights of the Developers or its nominees or assignees who shall be entitled to use the said terrace/s therein as well as the said property and other Purchaser/s shall not be entitled to any abatement in the price of all the premises therein. The Developers shall deemed to be the Owner of such premises which have not been allotted and/or acquired and/or agreed to be sold at the time when the said property is transferred as aforesaid and the body of purchaser/s shall admit the Developers or its Nominees as its members in respect of such unsold premises and the Purchaser/s and the Society shall admit new members as per the directions of the Developers as and when the said premises and/or one or more of them are agreed to be sold by the Developers.

46. The Developers are and shall be entitled to sell and/or agree to sell the unsold premises and/or rights to any person or persons who may not be a purchaser of the Premises in the said building/s and the body of Purchaser/s shall be liable to enrol and admit the Purchaser/s of such premises as their members and the Purchaser/s hereby agree/s and undertake/s not to raise any objection or requisition in that behalf and do hereby irrevocably consent to what is stated hereinabove.

47. Until such time as the entire project is completed and the possession of the building/s and the said property is delivered to the body of the premises Purchaser/s and the said property is transferred to such body, the Developers will be entitled, if so desired by it, to control the management of the building/s and realisation of the outgoings as referred in the Fifth Schedule and disbursements of the payments to be made and Purchaser/s along with other premises Purchaser/s and/or the Society will not have any objection to the aforesaid rights of the Developers.

48. Notwithstanding any other provisions of this Agreement, the Developers shall be entitled at their sole and absolute discretion:-

- (a) to have a society and/or limited Company and/or other body or bodies of Purchaser/s formed and constituted as contemplated herein;
- (b) to cause to be conveyed and/or transferred the building/s together with land beneath the same in favour of such society and/or limited Company and/or other association.
- (c) to cause to be conveyed and/or transferred such appurtenant land, if any, alongwith the conveyance and/or other documents or transfer of the building/s with the land beneath the same.
- (d) to decide and determine how and in what manner the infrastructure including the common utility areas such as garden and roads may be transferred and/or conveyed.
- (e) to provide for and incorporate covenants, restrictions and obligations with regard to the provisions of maintaining the infrastructure and common amenities including the garden and roads;
- (f) to decide from time to time when and what sort of document of transfer should be executed.

49. On the completion of entire development of the said property and on receipt by the Developers of the full payment of all the consideration moneys and other amounts due and payable to them by all the holders of all the premises, the Purchaser/s of Flats/Shops/Offices/Tenements/Garages/parking spaces holders shall co-operate with the Developers in forming/registering or incorporation of a co-operative Society and the same shall be subject to the rights of the Developers under this Agreement and the Lease-Deed/Conveyance to be executed in pursuance thereof. When the Co-operative society is registered or incorporated and all the consideration moneys and other amounts due and payable to the Developers in respect of all the premises, as aforesaid, are received by the Developers or within four months from the registration of the Society, whichever is later, the Developers shall cause to be transferred to

the Society all the right, title and interest of the Developers or the Owners in the said property together with the building/s constructed thereon by obtaining/or executing the necessary Lease Deed in favour of such Society.

50. The Developers shall, if necessary, become a member of the Society in respect of their right, benefits, conferred herein. If the Developers transfer, assign and dispose off such rights and benefits herein conferred on them at any time to anybody, the assignee, the transferee and/or the Purchaser/s thereof shall become the member of the Society in respect of the said rights and benefits. The Purchaser/s and the Society will not have any objection to admit such assignee or transferee as the member of the Society.
51. The Advocates and Solicitors of the Developers shall prepare and/or approve, as the case may be, any deed/s documents to be executed in pursuance of this Agreement. All costs, charges and expenses including Stamp Duty, Registration Charges and all the other expenses in connection with the preparation, execution and registration of the Conveyance/Lease Deed and/or documents as aforesaid shall be borne (including this Agreement) shared and paid by all the Purchaser/s of the flats/shops/tenements/garages/car parking spaces in the said building/s as applicable to their respective premises. The Developers shall not be liable to contribute any amount towards such cost and expenses.
52. All costs, charges and expenses in connection with the formation of the cooperative Society including preparing, engrossing, stamping and registering all the agreements, Lease-deed or any other document or documents required to be executed by the Developers including Stamp Duty, registration charges etc. payable in respect of such documents, as well as the entire professional costs of the Advocates and Solicitors of the Developers for preparing and approving all such documents, shall be borne by the Society/s or an incorporated body/ies, association/s as aforesaid as applicable to all the holders of the premises in the said building/s. The Developers shall not be liable to contribute any amount towards such expenses.
53. The Developers 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 purchased by the Purchaser/s.
54. Any delay or indulgence by the Developers in enforcing the terms of this agreement or any forbearance of giving of time to the purchaser/s or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s shall not in any manner prejudice the rights of the Developers.
55. Without prejudice to the rights of the Developers under the Maharashtra Ownership Flats Act, 1963 and/or any other Act or law, the Developers will be entitled to take action against the Purchaser/s if the Purchaser/s does not pay his/her/their proportionate share of outgoings referred to in the Fifth Schedule of the Agreement, every month and he/she/they remain/s in arrears for three months, the Developers will terminate his/her/their Agreement and shall be entitled to enter upon the premises and resume possession of the same. In such case, the Developers shall pay all the amounts paid by the Purchaser/s to them under this Agreement without interest and the Purchaser/s hereby shall agree/s that he/she/they shall have no right interest or claim of any nature whatsoever in the said premises upon receipt of such payment by the Purchaser/s.
56. Any request for carrying out additions and alterations in the said premises and/or in respect of the specifications and amenities by the Purchaser/s, if agreed by the Developers, shall be carried out at the risk and extra costs of the Purchaser/s which shall be paid in advance by the Purchaser/s before the work is carried out by the Developers.

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57. PROVIDED AND ALWAYS that if any dispute, difference, or question at any time thereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as the rights, liabilities or the duties of the said parties hereunder, the same shall be referred to arbitration of two persons, one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such references.

58. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Rules thereunder and/or any modification/s and/or re-enactment of the Act and/or the rules or any other provisions of law applicable thereto and hereto.

THE FIRST SCHEDULE

SCHEDULE OF THE SAID LARGER PROPERTY ABOVE REFERRED TO:

ALL those pieces or parcels of land or grounds together with the messuages, tenements, dwelling houses and other structures standing thereon situate lying and being at Mouza Naupada on the East side of the Public Road known as Bombay Agra Road now known as Lal Bahadur Shastri Marg, in Thane, within the limits of Thane Municipal Corporation in the registration sub-district of Thane bearing Tika No. 18, C.T.S. Nos. 15, 47, 48, 49, 59 & 63 admeasuring 25,745.78 square metres or thereabouts and bounded as follows:-

that is to say:

ON or towards the EAST by the property bearing C.T.S. No. 60, 64 & 73;

ON or towards the NORTH by the property bearing C.T.S. No. 16 (part) & 50 (part);

ON or towards the WEST by the Lal Bahadur Shastri Marg (old Bombay Agra Road);

ON or towards the South by the property bearing C.T.S. No. 72 and proposed 30' wide D.P. Road

THE SECOND SCHEDULE

PROPOSED AMENITIES FOR "SITA VIHAR", THANE (W)

1. Complete Flat to have white marble mosaic flooring;
2. Adequate shopping facility for the complex;
3. All Flats to be provided with one electric bell and night latch on the door;
4. Staircase to be designed in Marble Mosaic (white base) with edge covered Steel Angles;
5. The Entrance door of each flat will be of solid flush door with Veneer on one side and painted on the other side. All other doors (except bathroom doors) will be commercial flush doors, either painted or polished. Bathroom & W.C. will have Panel Doors;
6. Concealed copper wiring;
7. Attractive Entrance hall;
8. All windows fitted with anodized aluminium slidings;
9. Brass oxidized fixtures instead of Aluminium;
10. Ultra modern two lifts in each building with well finished interiors.
11. Children's amusement park;
12. Provision of Mini boiler in Bathroom;
13. Bathroom with Glazed tiles upto 7' height;
14. All plumbing will be concealed;

15. Each Bathroom will be provided with:-
 - a) Shower,
 - b) Wash basin &
 - c) Mirror.
16. Marble Kitchen Platform with Decorative Tiles dado 2.6" height;
17. The exterior of all the building shall be in Super Snowcem.
18. Flower pots provision shall be provided in Living room.
19. Concealed cloth drying arrangement outside Bedroom window.

THIRD SCHEDULE

COMMON AREAS AND FACILITIES

1. Staircase,
2. Common Garden,
3. Common terrace, if available,
4. Water Tank,
5. Water pumps,
6. Electricity sub-station,
7. External Electric fittings.

FOURTH SCHEDULE

LIMITED AREA WHICH ARE NOT ALLOWED TO BE USED

1. Garden attached to premises;
2. Terraces allotted to particular premises;
3. Parking space allotted except to particular premises holder;
4. Parking under open, internal roads except allotted to premises holders;

FIFTH SCHEDULE

1. The expenses of maintaining, repairing, redecorating etc, of the main structure and in particular the roof gutters, water pipes, gas pipes and Electric wires in under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the premises and the main entrances, passages, landings, staircases, compounds and terraces etc., of the building;
2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building including all round open spaces so enjoyed or used by the Purchasers in common as aforesaid.
3. The costs of decorating the exterior of the buildings.
4. The salaries of clerks, bill collectors, chowkidars and sweepers etc.,
5. The cost of operating and maintaining lifts, water pumps, fire fighting equipments, lights and other services.
6. Municipal, N.A. and other taxes.
7. Maintenance of the Common access roads.
8. Maintenance of the garden and all infrastructures.
9. Insurance of the building.
10. Water charges and other levies.
11. Such other expenses as are necessary or incidental to the maintenance and up-keep of the buildings and the said property.

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AMBUBHAI & DIWANJI

Advocates, Solicitors and Notaries

LENTIN CHAMBERS,
DALAL STREET,
FORT,
BOMBAY-400 023.

TELEPHONE : 27178, 27179,
27180, 27273
TELE. ADD. "RENEWAL" BOMBAY

Partners:
K.M. DIWANJI*
Y.M. DESAI*
P.P. HARIANI
A.E. AKKIVALA
P.N. NANAVATI
S.K. DIWANJI
D.M. SHAH
A.P. HARIANI
V.Y. DESAI

*NOTARIES

OUR REF: PNN/

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TO WHOMSOEVER IT MAY CONCERN

Re: Development Agreement dated 9th May 1988 in respect of portion of the property situate at Lal Bahadur Shastri Marg, Naupada within the limits of Thane Municipal Corporation bearing Tika No.18, C.T.S. Nos. 15, 47, 48, 49, 50 and 63 containing by admeasurement 25,749.78 square metres or thereabouts.

Shri Surajratan F. Damani and others
(Trustees of Surajratan Fatehchand Da-
mani Janhit Nidhi)

to

M/s. Sita Development Corporation

THIS IS TO CERTIFY that we on behalf of our clients, M/s. Sita Development Corporation, the developers abovenamed, investigated the title of the present owners namely Shri Surajratan F. Damani and others (present Trustees of Surajratan Fatehchand Damani Janhit Nidhi) as the owners abovenamed to the above mentioned property and have caused necessary searches taken from the records of the Sub-Registrar of Assurances at Thane and Bombay.

We have also perused the title deeds relating to the above property.

In our opinion the title of the Owners to the above mentioned property is marketable and free from encumbrances.

Dated this 5th day of October 1988.

For Ambubhai and Diwanji,

sdl/-

Partner,
(P.N. Nanavati)

Advocates for the Developers.



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EXTRACTS FROM ADEQUATE RECORD CARD

City Survey Thane Tal. Thane Dist. Thane.

Area metre	Tenure	Particulars of assessor rent paid to Govt. and When due for revision.
92	92 224.2	-

Essentials :-

Holder in 1983
origin of the title (so far as traced)

Lessee :-

Other encumbrances :-

Other remarks :-

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) of Encumbrances (E)	Attestation
	श्री गिदावर सिंह को हस्तांतरित करी। असल - श्री गिदावर सिंह को हस्तांतरित करी। असल - श्री गिदावर सिंह को हस्तांतरित करी। असल - श्री गिदावर सिंह को हस्तांतरित करी।			
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2019/15

आन्तर वस्तु ही ए.ए.ए. सुद फिदिम. N.A.A-1069/2019/15
कोसु हे अ नॉन फ. नदर- 1000 अर्थात 2000 रु.
R.A.-17 - L.M.D. 301 M. 2019/15 को नदरान्त 20000-10000 रु.

2019/15 को नदरान्त 20000-10000 रु.
को नदरान्त वस्तु ए.ए.ए. सुद फिदिम
को नदरान्त वस्तु ए.ए.ए. सुद फिदिम
को नदरान्त वस्तु ए.ए.ए. सुद फिदिम

2019/15 2019/15
2019/15 2019/15
2019/15 2019/15

[Handwritten signature]



को नदरान्त वस्तु ए.ए.ए. सुद फिदिम
को नदरान्त वस्तु ए.ए.ए. सुद फिदिम
को नदरान्त वस्तु ए.ए.ए. सुद फिदिम

EXTRACTS FROM PROPERTY REGISTER CARD.



City Survey Thane, Tel & Dist. Thane

File Number 35	City Survey No. 22	Area in Sq. Mtrs 2400.45	Tenure Agricultural
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Particulars of Asst. or rent paid to Govt. & when due for revision
 Rs. 10.00 per year
 Rs. 10.00 per year

Holder of the title
 (So far as traced) :-

Holder in 1937 -
 Origin of the title
 (So far as traced) :-

Encumbrances :-

Other encumbrances :-

Other Remarks :-

Date	Transaction	Vol. No.	New Holder of Encumbrances	(H) (L) (E)	Attestation
24-12-37	श्री. मधुसूदन शर्मा को देना श्री. मणि शर्मा को (44) 1321 1873 श्री. मधुसूदन शर्मा को श्री. म. श. शर्मा को 3. 24 नं. क्षेत्रांतर्गत माला विभागांतर्गत एकाग्रणी विभागांतर्गत, खेत 320 U की बाई	517	श्री. मधुसूदन शर्मा, श्री. मणि शर्मा, श्री. म. श. शर्मा	(H)	श्री. मधुसूदन शर्मा श्री. मणि शर्मा श्री. म. श. शर्मा
24-12-37	श्री. मधुसूदन शर्मा को देना श्री. मणि शर्मा को (44) 1321 1873 श्री. मधुसूदन शर्मा को श्री. म. श. शर्मा को 3. 24 नं. क्षेत्रांतर्गत माला विभागांतर्गत एकाग्रणी विभागांतर्गत, खेत 320 U की बाई	517	श्री. मधुसूदन शर्मा, श्री. मणि शर्मा, श्री. म. श. शर्मा	(H)	श्री. मधुसूदन शर्मा श्री. मणि शर्मा श्री. म. श. शर्मा
24-12-37	श्री. मधुसूदन शर्मा को देना श्री. मणि शर्मा को (44) 1321 1873 श्री. मधुसूदन शर्मा को श्री. म. श. शर्मा को 3. 24 नं. क्षेत्रांतर्गत माला विभागांतर्गत एकाग्रणी विभागांतर्गत, खेत 320 U की बाई	517	श्री. मधुसूदन शर्मा, श्री. मणि शर्मा, श्री. म. श. शर्मा	(H)	श्री. मधुसूदन शर्मा श्री. मणि शर्मा श्री. म. श. शर्मा

श्री. मधुसूदन शर्मा
 श्री. मणि शर्मा
 श्री. म. श. शर्मा

सिद्धांत अर्थात्, अर्थशास्त्र का सिद्धांत

21/11/1908
काठा व अर्थात् अर्थशास्त्र
श्री अर्थात् प्र. 1/1/1908

TRUE COPY

9/11/1908

अर्थशास्त्र

अर्थशास्त्र



सिद्धांत

अर्थशास्त्र का सिद्धांत
अर्थशास्त्र का सिद्धांत
अर्थशास्त्र का सिद्धांत

10/11/1908

अर्थशास्त्र



EXHIBIT B (III)

EXTRACTS FROM PROPERTY REGISTER CARD.

City, Survey, Thane, Tal & Dist. Thane

City Number	City Survey No.	Area In Sq. Mtrs	Particulars of Rent paid to Govt. when due for revision.
	43		

Easements :

Holder in reversion :-
Origin of the title :-
(So far as traced) :-

Lessee :-

Other encumbrances :-

Other Remarks :-



Date	Transaction	Vol. No.	New Holder Lessee of Encumbrances	Attestation
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]
	ह. मी. नं. १५७५२-१९५३		(H) [सुरगण सुरगण] (L) [सुरगण सुरगण] (E)	[सुरगण सुरगण]

Sd/-
GPO

ॐ श्रीगणेशाय नमः
 श्रीगणेशाय नमः
 श्रीगणेशाय नमः

TRUE COPY

Registered: २०१५८५
 Establishment: २०१५८५

Registered: २०१५८५
 Establishment: २०१५८५

[Handwritten signature]

D.I. 11
 L.C.T. 2015

श्रीगणेशाय नमः
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 २०१५८५

EXHIBIT 'B' (IV)

EXTRACTS FROM PROPERTY REGISTER CARD.



City Survey Thane, Tal & Dist. Thane

City Survey No. 139	[Area] Area in Sq. Mtrs. 2,221.54	Tenure	Particulars of rent paid to Government when due for revision.
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Easements :-

Holder In possession
Origin of the title
(So far as traced) :-

Lessee :-

Whether encumbrances :-

Other Remarks :-

Date	Transaction	Vol. No.	New Holder Lessee of Encumbrances (H) (L) (E)	Attestation
24-10-52	ಶ. ನೋಂದಣಿ ಸಂಖ್ಯೆ 4111 ಸಿಡಿ ನಂ. 28 ಖಾಲಿ 1853 ರ್. 24-2-52 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24	508	(H) [ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24]	ಶಾಖಾ 20-7-52
24-10-52	ಶ. ನೋಂದಣಿ ಸಂಖ್ಯೆ 4111 ಸಿಡಿ ನಂ. 28 ಖಾಲಿ 1853 ರ್. 24-2-52 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24 ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24	508	(H) [ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24]	ಶಾಖಾ 20-7-52

ಶಾಖಾ 28
ಖಾಲಿ 1853 ರ್. 24-2-52
ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24
ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24
ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24
ಬಾಹ್ಯಾಂಗದ ನೋಂದಣಿ ಸಂಖ್ಯೆ 24

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Date: 10/10/1910
 Dist. Secy, Thane

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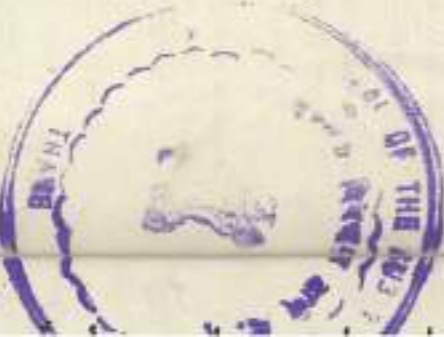


EXHIBIT B (V)
EXTRACTS FROM PROPERTY REGISTER CARD.



City Survey Thane, Tal & Dist. Thane

20

74	City Survey No. 74	[40622] Area in Sq. Mtrs 2276.2	Penure	Particulars of deposit- rent paid to Govt. & when due for revision.
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Easements :-

Holder in view held :-
Origin of the title
(So far as traced) :-

अज्ञात

Lessee :-

Other encumbrances :-

Other Remarks :-

Date	Transaction	Vol. No.	New Holder Lessee of Encumbrances (H) (L) (E)	Attestation
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1901/9/15

क. मी. ए. ए. म. म.

द्वारा जो माली मी. ए. ए. म.

R.A. II. N.A. - 5.R. 3/1/11

30 5. 1901 के 22/08/11

मालिक विनाशोपार्थी व श्वामिनी

तथा श्व. मी. ए. ए. म. म.

20, 1901, 4/3 के म. ए. ए. म. म.

श्व. मी. ए. ए. म. म. विनाशोपार्थी

व श्वामिनी विनाशोपार्थी

विनाशोपार्थी म. ए. ए. म. म. म. म. म. म. म.

1901/9/15

मालिक श्वामिनी

24039 (C) 1/12/1901

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30

(1912)

१. २०१२/२०१३ म. २०१२/२०१३
 २. २०१३/२०१४ म. २०१३/२०१४
 ३. २०१४/२०१५ म. २०१४/२०१५
 ४. २०१५/२०१६ म. २०१५/२०१६

TRUE COPY

No. of ... २०१५/२०१६
 Date ... २०१५/२०१६
 ... २०१५/२०१६

...

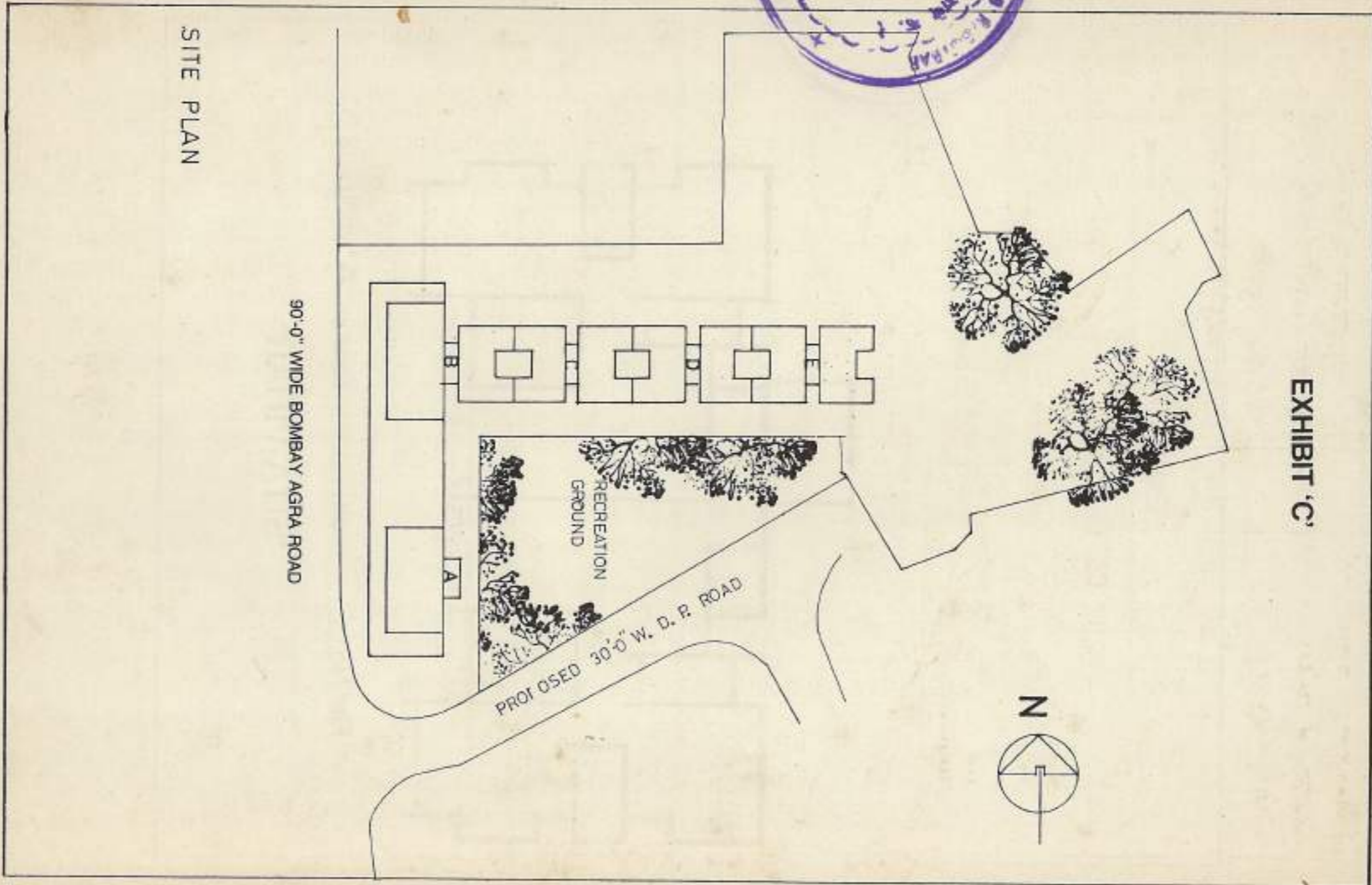
Lt. Col. S. D. Thane
 ...

१. २०१२/२०१३ म. २०१२/२०१३
 २. २०१३/२०१४ म. २०१३/२०१४
 ३. २०१४/२०१५ म. २०१४/२०१५
 ४. २०१५/२०१६ म. २०१५/२०१६



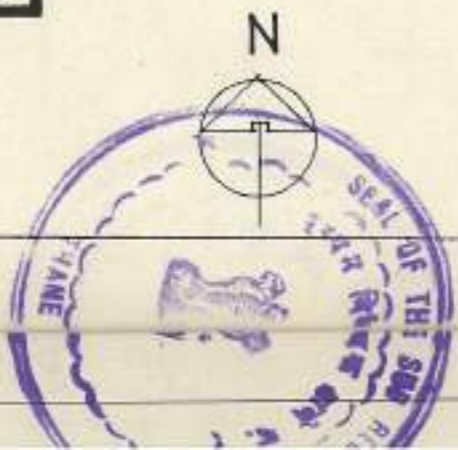
१०/११/१५
 २०१५/२०१६

EXHIBIT 'C'

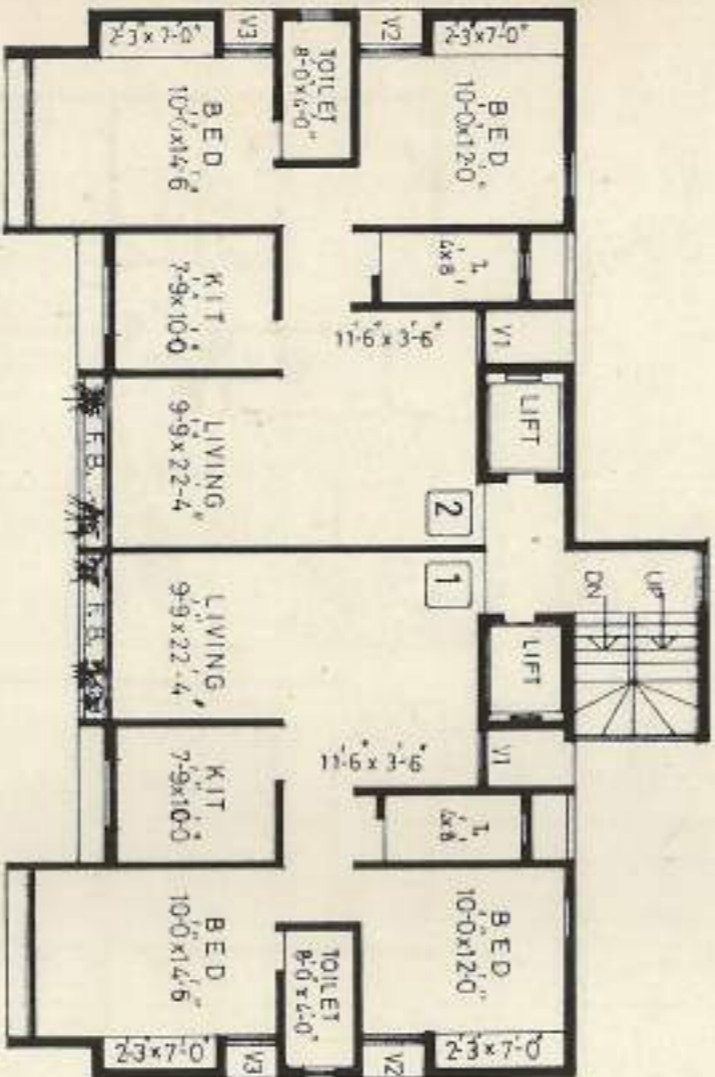


SITE PLAN

EXHIBIT 'C'



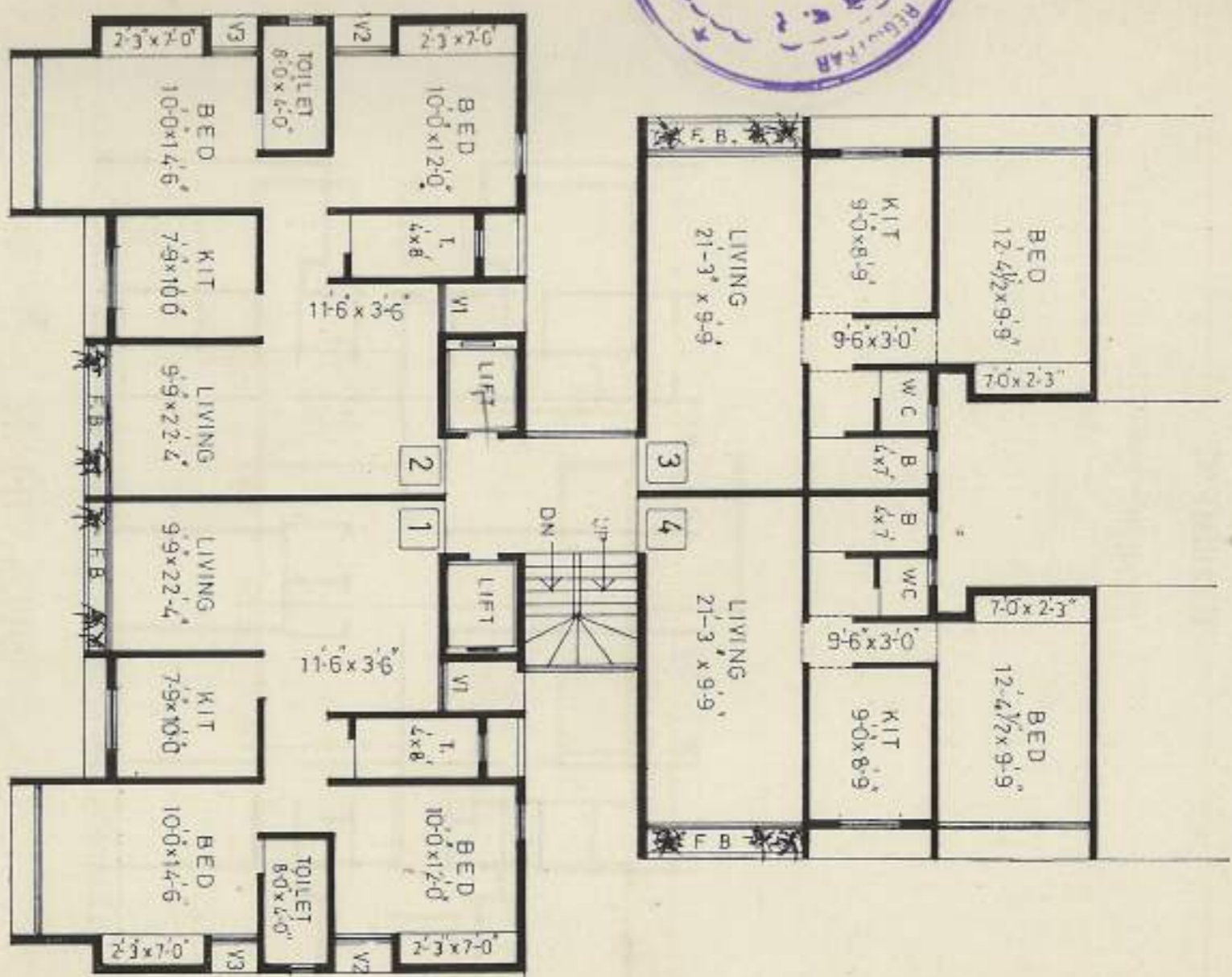
20'0" W I D E D R I V E W A Y



Flat No. 701 on Seventh floor in 'A' wing of
'SITA-VIHAR'

Kailash Bajaj

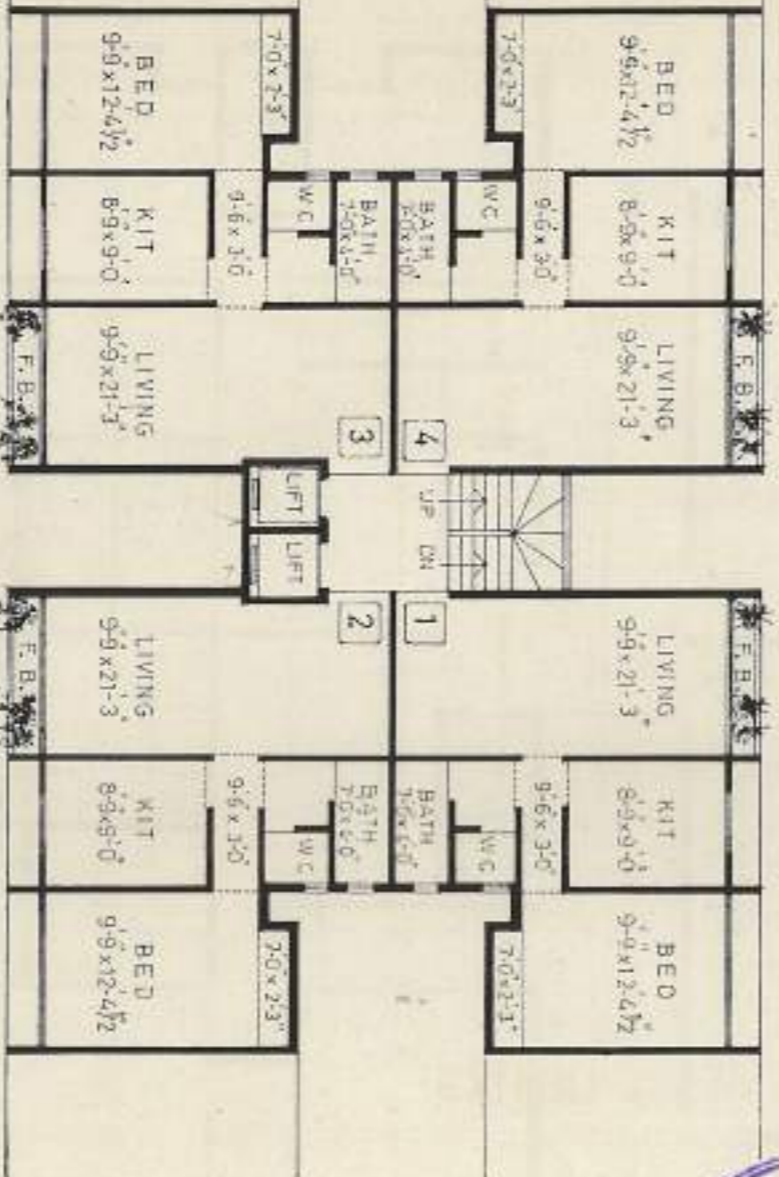
EXHIBIT 'C'



Flat No. _____ on _____ floor in 'B' wing of
 'SITA-VIHAR'

EXHIBIT 'C'

20'-0" WIDE DRIVE WAY

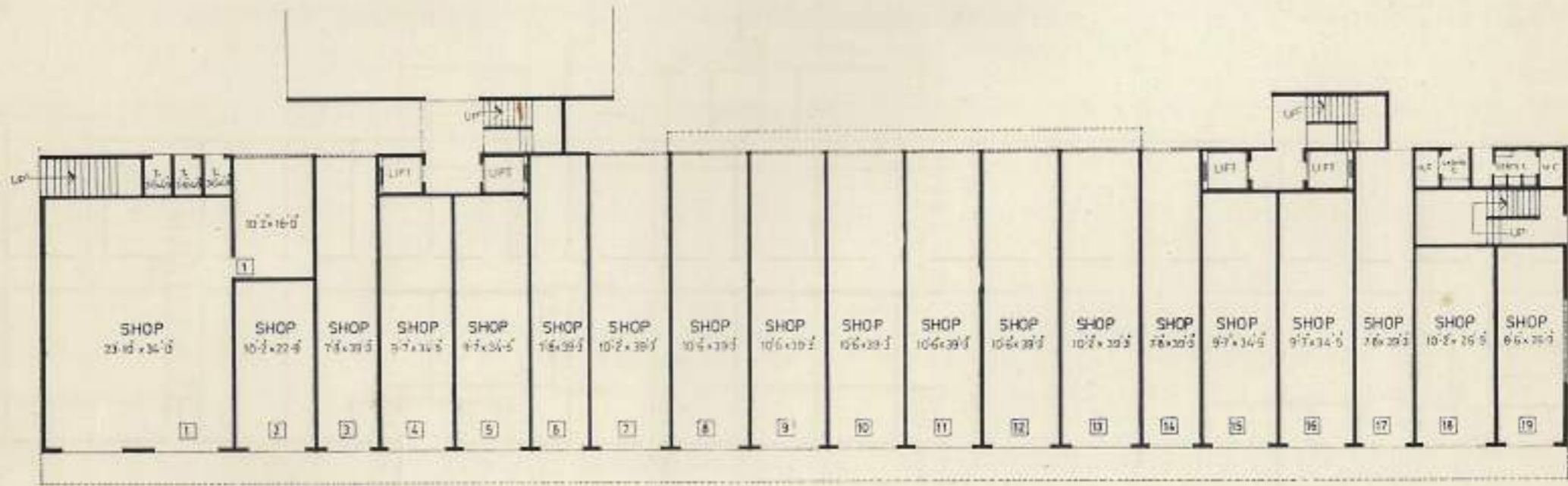


Flat No. _____ on _____ floor in _____ wing of
'SITA-VIHAR'





EXHIBIT 'C'



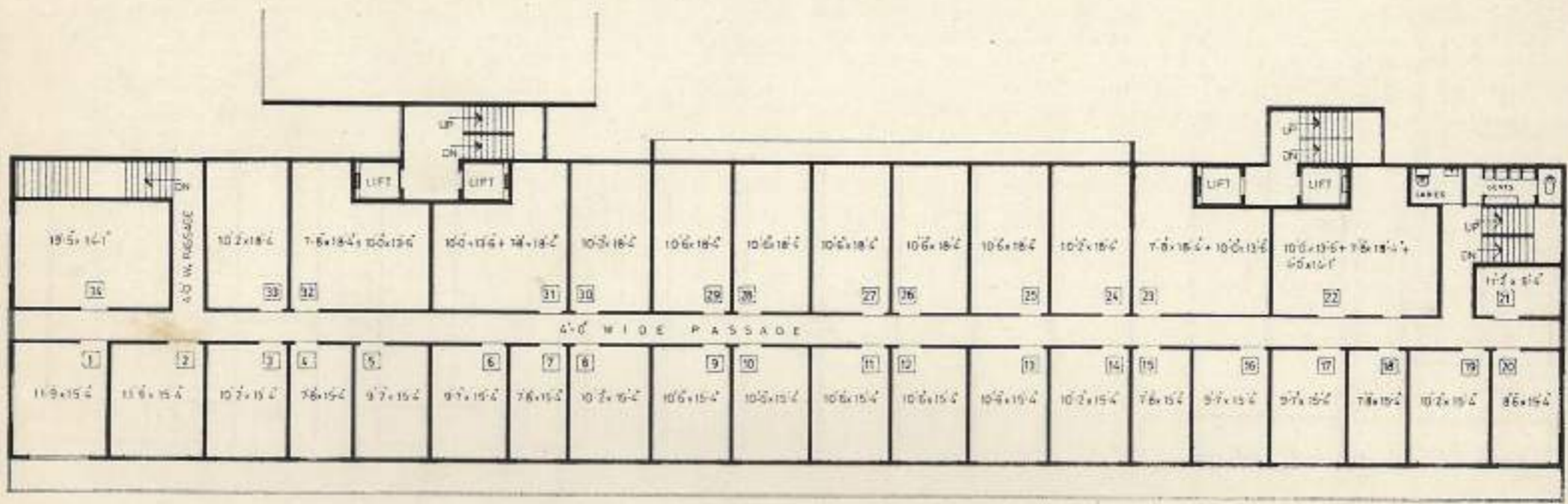
36

GROUND FLOOR PLAN

90'0" WIDE L. B. S. MARG

PROPOSED SHOP NO. ____ ON GROUND FLOOR IN SITA-VIHAR
AT TIKA NO.18 NAUPADA SITUATED AT L.B.S. MARG, THANE.

EXHIBIT 'C'



37

FIRST FLOOR PLAN

90'-0" WIDE L. B. S. MARG

PROPOSED OFFICE NO. ____ ON FIRST FLOOR IN SITA-VIHAR
 AT TIKA NO.18 NAUPADA SITUATED AT L. B. S. MARG, THANE.



EXHIBIT 'D'

(DESCRIPTION OF THE PREMISES.)

Flat/Shop/Tenement/Office No. 101 on the Seventh Floor
in A Wing of "SITA VIHAR", having a saleable area of about Nine
~~hundred Sixty~~ Square feet alongwith open/under still Parking Space No. NIL,
shown surrounded by RED coloured boundary lines on the annexed plan.

②
SMB
28.11.11.

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

SIGNED AND DELIVERED)
by the withinnamed)

DEVELOPERS) FOR SITA DEVELOPMENT CORPORATION
M/s. SITA DEVELOPMENT)
CORPORATION) *Kailash Bafni*

in the presence of *(Pantay)* Partner
(Sujesh Pantay)

SIGNED AND DELIVERED)
by the withinnamed)
PURCHASER)

Smt. S. N. Menka f) *Smt. Menka*
Smt. S. N. Menka))
in the presence of *(Smt. S. N. Menka)*)
Smt. S. C. Talathi))
श्री. सी. सी. तलथी))



RECEIPT.

ACKNOWLEDGE TO HAVE RECEIVED of and from the abovenamed
PURCHASER the sum of Rupees One lac fifty one
thousand only.

by CASH/CHEQUE/DRAFT No. 047496 DRAWN ON The Saraswat
Co-op. Bank Ltd. Pooai, Bombay.

being the part payment towards amount of sale price of the said premises paid
by the Purchaser to us.

RS. 151000/-

WE SAY RECEIVED
FOR SITA DEVELOPMENT CORPORATION

Kailash Bafni

PARTNER.



जे. सिंगा डेव्हारपोंट डीपेरिशने
 भागिभार श्री. डेव्हार केवणी
 फॅड मुळगेभार श्री. जिभिनि
 भागडोभे; सडान, नोडरी

दस्तऐवज करण देणार

रा. एजे.

दवाकारिभर .. कुंसांरिच्या
 दस्तऐवज करण देणारि करण
 देणार.

एसे निवेदन करीत आहेत की, हे
 दस्तऐवज केवळ देणार्या उपर निर्दिष्ट
 दसांत वापरतात; अलिखतात व त्याची
 खोळख पदावितात.

१) @pande

२) @pande

दिनांक घाटे १९८०

दुय्यमे धिखकर, टाणे,

.....
 श्री. नारायण

१) श्री. मुहाय नारायण मेडगा.
 २) श्री. भागि सुभेंरा नारायण मेडगा.
 देडे वडान, रा. पवड.

एसे व्ही. डांडर
 नोडरी - एजे.

दस्तऐवज करण देणार

 दवाकारिभर .. कुंसांरिच्या
 दस्तऐवज करण देणारि करण
 देणार.

SMNetha

दीर्घोक्त दुय्यम निवेदनकार माहीत असलेले
 दसम असे निवेदन करतात की, हे दस्तऐवज
 करण देणार्या उपर केवळ इतमास व्यक्तित्त।
 बाणतात अर्थात त्याची अलिख पदावितात.

.....
 श्री. नारायण

दिनांक घाटे १२ १९८०

दुय्यम निवेदक, टाणे.

.....
 श्री. नारायण



Maharashtra Ordinance No. 12/1984

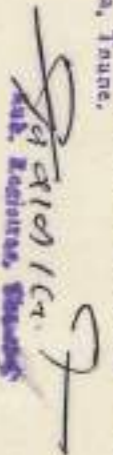
Stamp Duty of Rs. 5880/- Five Thousand Eight Hundred Eighty

& Penalty of Rs. 300/- Three Hundred only

Paid in Cash vide Challan No. 31, Dt. 23.12.2002

to State Bank Of India, Trane,

24/12/2002


Sub Registrar, Trane



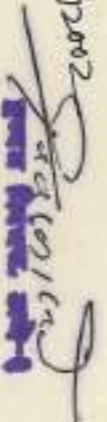
महाराष्ट्र सरकार

3306 मंत्रालय 222 & 282

सूचना 890280 सूचना विभाग

मंत्रालय

24/12/2002


Sub Registrar, Trane