

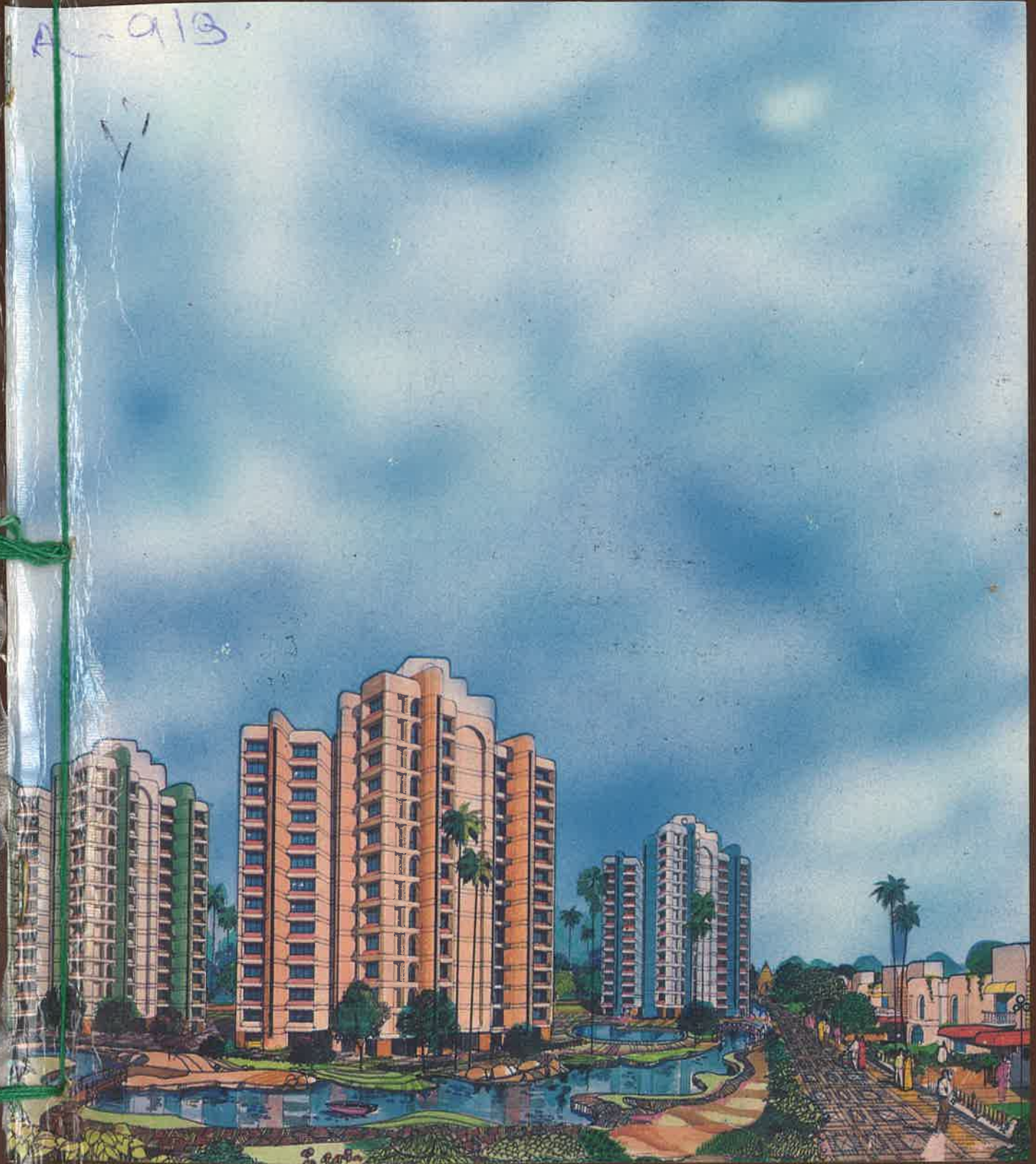


AGREEMENT FOR SALE  
OF FLATS/SHOPS

# SHASTRINAGAR

OFF J.P. ROAD,  
ANDHERI (W), BOMBAY 400 058.

A-918



DEVELOPERS

**AJMERA HOUSING CORPORATION**

Hanuman Bldg., 308, Perin Nariman Street, Behind RBI, Fort, Bombay 400 001.

Tel.: 2861232 • 2861141



VIVEK RATNESHWAR PRASAD R/720001



ARTICLES OF AGREEMENT made at Bombay this 10th day of APRIL 2001, between MESSRS. AJMERA HOUSING CORPORATION, a Partnership firm registered under the provisions of Indian Partnership Act and carrying on business at Hanuman Bldg., 308, Perin Nariman Street, Fort, Bombay-400 001, herein-after referred to as "The DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the Partners of Partner for the time being constituting the said firm, their or his or her heirs, executors, and administrators) of the One Part, AND Mr./Mrs./Miss. VIVEK

RATNESHWAR PRASAD & RATNESHWAR  
RAJESHWAR PRASAD,  
BLDNG. C-33, SUNRISE, FRAME-807  
SHANTI-NAGAR, Andheri Mumbai. 53  
OFF. J.P. ROAD,

of Bombay, Indian Inhabitant, hereinafter referred to as "The PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include his/her/heirs, executors, and assigns) of the Other Part.

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GENERAL STAMP OFFICE  
TOWN HALL, FORT  
MUMBAI - 400 023  
MAH/GSO/011

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STAMP DUTY  
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MAHARASHTRA  
SPECIAL ADHESIVE  
10.4.2001

Rs. 72,000/- P. Seventy two thousand only

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M. M. Pednekar  
M. M. Pednekar  
Proper Officer,  
General Stamp Office Mumbai



**WHEREAS:**

- a) *The Oshiwara Land Development Company Private Limited (hereinafter for the sake of brevity, referred to as "The Owners") are the Owners of the / or otherwise well and sufficiently entitled to lands situate, lying and being at village Oshiwara bearing Survey No. 41 (Part) and more particularly described in the First Schedule hereunder written;*
- b) *An application was made to the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 for exemption under the provisions of the said Act and pursuant thereto an Order/exemption was granted by the Competent Authority on 10th October 1984 as mentioned in the Second Schedule hereunder written.*
- c) *By virtue of and under an Agreement dated 28th May 1979 made between the Owners therein described as the Owners of the One Part and one Kanubhai Asabhai Patel, Ramnikbhai Gordhanbhai Patel, Balendra Bhogilal Shah, Ishwarlal Shamalji Ajmera, Chhotalal Shamalji Ajmera and Shashikant Shamalji Ajmera, of the Other Part, the said Owners granted the aforesaid persons the development rights in respect of the lands, hereditaments and premises situate lying and at Village Oshiwara, Andheri, and bearing survey No. 41 (part) admeasuring 1,31,000 Square Yards or thereabouts and more particularly described in the Schedule to the said Agreement which is the same as is described in the First Schedule hereunder written on the terms and conditions contained therein.*
- d) *By virtue of the declaration-cum-retirement dated 19th February, 1980 the said Kanubhai Asabhai Patel, Ramnikbhai Gordhanbhai Patel and Balendra Bhogilal Shah interalia retired from and/or relinquished their right, title and interest interalia in the said property described in the First Schedule hereunder written leaving the said property described in the First Schedule hereunder written to be developed by the said remaining persons namely Ishwarlal Shamalji Ajmera, Chhotalal Shamalji Ajmera and Shashikant Shamalji Ajmera;*
- e) *In the meantime and prior to the relinquishment of the right, title and interest by the said Kanubhai Asabhai Patel and others in the said*



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property described in the First Schedule hereunder written the Owners had granted to all the six persons mentioned hereinabove a Power of Attorney for the purpose of development of the said property described in the First Schedule hereunder written.

f) After retirement of the said Kanubhai Asabhai Patel and others from the said Joint Venture of development of the said property described in the First Schedule hereunder written on 19th February 1980 as aforesaid, the remaining parties to the said joint venture recorded in a writing dated 12th June, 1981 and made between them in the form of a letter addressed by Ishwarlal Shamalji Ajmera and Shashikant Shamalji Ajmera to the said Chhotalal Shamalji Ajmera being the Chief Promoter of Shastri Nagar Co-operative Housing Society (Proposed) and confirmed by the said Chhotalal Shamalji Ajmera, that they had agreed to develop the said property for and on behalf of the said Shastri Nagar Co-operative Housing Society (Proposed) through their associate viz. the Developers herein, after the N.O.C. and/or permission was granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 and that the said Chhotalal Shamalji Ajmera had agreed to be the Chief Promoter of the said proposed society and that on the basis thereof the requisite permission/sanction would be received by the said Chhotalal Shamalji Ajmera in his capacity as the Chief Promoter of the proposed Society and that the said Chief Promoter would enter into a package deal agreement with the Developers herein containing usual terms and conditions and that in the meantime the Developers would be entitled to receive deposits from the prospective members of the proposed Society in anticipation of the grant of the N.O.C./permission under the provisions of Urban Land (Ceiling & Regulation) Act, 1976.

g) By and under a Package Deal Agreement dated 30th June, 1981 and made between the said Chhotalal Shamalji Ajmera in his capacity as the Chief Promoter of Shastri Nagar Co-operative Housing Society (Proposed) (hereinafter for the sake of brevity referred to as "the Chief Promoter") and the developers herein, the Chief Promoter granted the rights of development of the said property described in the First Schedule hereunder written by construction of building and/or buildings thereon in accordance with the plans and specifications which would be

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sanctioned by the Municipal Corporation of Greater Bombay and in accordance with the terms and conditions laid down in the said permission/exemption order dated 10th October, 1984 and as and by way of Package Deal upon the terms and conditions contained in the said agreement;

h) The Developers have informed the Purchaser that thereafter the Developers had submitted plans for sanction of a lay-out of the said property described in the First schedule hereunder written and the said lay-out has been sanctioned by the Municipal Corporation of Greater Bombay;

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i) Pursuant to the sanction of the said lay-out the Developers have also obtained the sanction of the plans in respect of the building to be constructed on the lay-out Plot No. C-33 which is more particularly described in the Third Schedule hereunder written from the Municipal Corporation of Greater Bombay and have commenced the construction of inter alia a building standing on the said lay-out Plot No. (hereinafter for the sake of brevity referred to as "the said plot").

j) The Developers have informed the Purchaser that the developers have entered into/will be entering into separate agreements with several persons and parties for sale of the flats/shop/car parking spaces in the building being constructed on the said plot.

k) The Developers have furnished to the Purchaser such of the documents and information as are required to be furnished by the Developers under the provisions of the Maharashtra Ownership Flats Rules 1964 as amended.

l) The Purchaser has agreed to acquire a flat/shop/car parking space in the said building which is being constructed on the said plot upon the terms and conditions hereinafter appearing.

m) The copy of approved Plan I.O.D., C.C. and the terms and conditions of the layout submitted to BMC has been personally seen and inspected by me. The building plan is approved vide CE No.            We hereby

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confirm that if there is any change or modification of the layout or plans the purchaser will accept any other flat of the same area in any other building.

- n) The Builders reserve their right to additions or put up additional structures and storeys on the said building which shall be the property of the Builders and the Builders as they deem fit and the purchaser shall have no objection against the same.
- o) The Purchaser shall lodge this Agreement with the Sub-Registrar of Assurances and intimate to the Builder within 7 days after lodging the particulars of the number and the Sub-Registry in which the Agreement is lodged for registration;
- p) All costs, charges and expenses in connection with preparation, engrossing, stamping and registering, of this Agreement, conveyance and any other documents required to be executed by the Chief Promoters the Builders or by the Purchaser, stamp and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society as well as the entire professional cost of the Advocates of the Builders in preparing and/or approving all such documents shall be borne and paid by the Society. The Builders shall not contribute anything towards such expenses. The purchases shall on demand pay to the Builders his proportionate share in regard to the above.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:**

1. The Builders shall construct the buildings Shastri Nagar consisting of ground and upper floor in Shastri Nagar, Off: J.P. Road, Andheri (W), Bombay-400 058 on the said land more particularly described in the Third Schedule hereunder written in accordance with plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser, with only such modifications as the Builders may consider necessary or as may be required by the concerned local authority and/or the government to be made in them or any of them.

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Provided that the Builders shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said premises of the Purchaser.

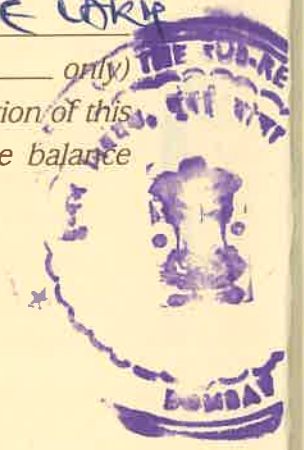
2. The purchaser hereby agree to purchase from the Builders and the Builders hereby agree to sell to the Purchaser one Flat/Shop No. of type 807 of plinth Area admeasuring 500 sq. ft. approx. (which inclusive of the area of balconies) on the 8th floor as shown in the floor plan thereof hereto annexed and marked Annexure 'C' and Open Parking space/Garage No. \_\_\_\_\_

(hereinafter referred to as "the said premises") in Shastri Nagar, Off J.P. Road, Andheri (W), Bombay-400 058. for the price of Rs. 1350000

(Rupees THIRTEEN LAKH FIFTY THOUSAND ONLY only). The Purchaser has already paid to the Builders a sum of Rs. 100000 (Rupees ONE LAKH ONLY only)

in part payment of the purchase price on or before execution of this Agreement and hereby agrees to pay to the Builders the balance amount of the purchase price in the following manner.

- Rs. - on completion of plinth.
- Rs. \_\_\_\_\_ on laying of first slab.
- Rs. \_\_\_\_\_ on laying of second slab.
- Rs. \_\_\_\_\_ on laying of third slab.
- Rs. \_\_\_\_\_ on laying of fourth slab.
- Rs. \_\_\_\_\_ on laying of fifth slab.
- Rs. \_\_\_\_\_ on laying of sixth slab.
- Rs. \_\_\_\_\_ on laying of seventh slab.
- Rs. \_\_\_\_\_ on laying of eighth slab.
- Rs. \_\_\_\_\_ on laying of ninth slab.
- Rs. \_\_\_\_\_ on laying of tenth slab.
- Rs. \_\_\_\_\_ on laying of eleventh slab.
- Rs. - on laying of twelfth slab.



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- Rs. \_\_\_\_\_ on starting of Internal Plaster
- Rs. \_\_\_\_\_ on casting of Fifteen Slab
- Rs. \_\_\_\_\_ on casting of Sixteen Slab
- Rs. \_\_\_\_\_ on casting of Seventeen Slab
- Rs. \_\_\_\_\_ on casting of Eighteen Slab
- Rs. \_\_\_\_\_ on casting of Nineteenth Slab
- Rs. \_\_\_\_\_ on casting of Twentieth Slab
- Rs. \_\_\_\_\_ on casting of Twenty First Slab
- Rs. \_\_\_\_\_ on casting of Twenty Second Slab
- Rs. \_\_\_\_\_ on casting of Twenty Third Slab
- Rs. \_\_\_\_\_ on casting of Twenty Fourth Slab
- Rs. \_\_\_\_\_ on casting of Twenty Fifth Slab
- Rs. \_\_\_\_\_ on casting of Twenty Sixth Slab
- Rs. \_\_\_\_\_ on offer of possession of the said flat



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- Rs. \_\_\_\_\_ on laying of thirteenth slab.
- Rs. \_\_\_\_\_ on laying of fourteenth slab.
- Rs. \_\_\_\_\_ on laying of fifteenth slab.
- Rs. \_\_\_\_\_ on laying of sixteenth slab.
- Rs. \_\_\_\_\_ on laying of seventeenth slab.
- Rs. \_\_\_\_\_ on laying of eighteenth slab.
- Rs. \_\_\_\_\_ at the time of occupation of the said premises.

3. The Builders hereby agree to observe, perform and comply with all the terms, conditions, and restrictions, if, any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the said premises.

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The Builders hereby declare that the floor space approved and availed in respect of the said land is \_\_\_\_\_ sq. metres only out of the said total F.S.I. of the SHASTRI NAGAR, Off: J.P. Road, Andheri (W), Bombay-400 058 and that no part of the said floor space index has been utilised by the Builders elsewhere for any purpose whatsoever. The Builders further declare that they have not utilised any floor space index of any other land or property by way of floating floor space index while developing the said land. The residual F.S.I. in the said land not consumed will be available to the Builders till the registration of Society whereas after registration of the Society the residual F.S.I. shall be available to the Society/Limited Company.

5. The Builders hereby agree that they shall, before handing over possession of the said premises to the Purchaser and in any event before execution of conveyance of the land in favour of a corporate body to be formed by the Purchasers of flats/shops/garages/open parking spaces in building to be constructed on the said land (hereafter referred to as "the Society/Limited Company") make full and true





disclosure of the nature of their title to the said land as well as encumbrances; if any, including any right, title, interest or claim of any party in or over the said land, and shall as far as practicable, ensure that the said land is free from all encumbrances and that the Original Owners have absolute, clear and marketable title to the said land so as to enable the Original Owners to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of conveyance of the said land by Builders in favour of the said Society/Limited Company.

6. The Purchaser agrees to pay to the Builders interest at 9 percent per annum on all the amounts which become due and payable by the purchaser to the Builders under the terms of this agreement from the date the said amount is payable by the Purchaser to the Builders.
7. On the Purchaser committing default in payment on due date of an amount due and payable by the purchaser to the Builders under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Builders shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall give to the purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice.

Provided further that upon termination of this Agreement as aforesaid, the Builders shall refund to the Purchaser the instalments of sale price of the said premises which may till then have been paid by the Purchaser to the Builders but the Builders shall not be liable to pay to the purchaser any interest on the amount so refund and upon termination of this agreement and refund of aforesaid amount by the Builders, the

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Builders shall be at liberty to dispose of and sell the said premises to such person and at such price as the Builders may in their absolute discretion think fit.

8. The builders shall give possession of the said premises to the Purchaser on or before the 30th day of APRIL 192001 or on execution of conveyance of land as herein stated whichever is later, the intent being that possession of the said premises shall not be given without conveyance of land. If the Builders fail or neglect to give possession of the said premises shall not be given without conveyance of land. If the Builders fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and/or of their agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund to the Purchaser the amount already received by them in respect of the said premises with simple interest at nine per cent, per annum from the date the Builders received the sum till the date the amount and interest thereon are 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 refund by the Builders to the Purchaser they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction for building in which the said premises are situated or were to be situated.

Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of the said premises is to be situated is delayed on account of:

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- 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 Govt. and/or other public or competent authority.

10. The Purchaser shall take possession of the said premises within seven





days of the Builders giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

Provided that if within a period of three years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Builders 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, then, wherever possible, such defects or unauthorised changes shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the purchaser shall be entitled to receive from the Builders reasonable compensation for such defect or change.

11. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose of residence/shop/office, as the case may be, and shall use the garage or parking space only for purpose of keeping or parking the Purchaser's vehicle.
12. The Purchaser alongwith other purchasers of flats/shops/garages/parking spaces in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Purchasers may decide: Provided that the name SHASTRI NAGAR shall always form part of the name of the Society/Limited Company. The Purchaser for the purpose of formation and registration of the Society/Limited Company shall also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builders within two days of the same being forwarded by the Builders to the Purchaser, so as to enable Builders to register the organisation of the Purchasers under section 10 of the said Act within the time limit prescribed by rule of 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction Sale, management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the

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Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

13. Unless it is otherwise agreed to by and between the parties hereto the Builders shall, within one year of registration of the Society or Limited Company as aforesaid and the sale and disposal of all the flats and other premises in the Building, whichever is later, cause to be transferred to the Society or Limited Company all the right, title and the interest of the original Owner/Builders in the said land together with the building by obtaining or executing the necessary conveyance of the land underneath the said building and land appurtenant (or to the extent as may be permitted by the authorities) and transfer of the said building in favour of such Society or Limited Company, as the case may be such conveyance and transfer of building shall be keeping with the terms and provisions of this Agreement.

14. Commencing a week after notice in writing is given by the Builders to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (as per rates applicable in accordance with permitted users and in accordance with Law) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building and management and maintenance of the common amenities and facilities on the said lands as hereinafter provided. Until the Society/Limited Company is formed and the said land and building transferred to it, the Purchaser shall pay to the Builders such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's shares is so determined the Purchaser shall pay to the Builders provisional monthly contribution of Rs. \_\_\_\_\_ per month towards the outgoings. The amounts so paid by the Purchaser to the Builders shall not carry any interest and remain with the Builders until a conveyance is executed in favour of the Society or Limited Company as

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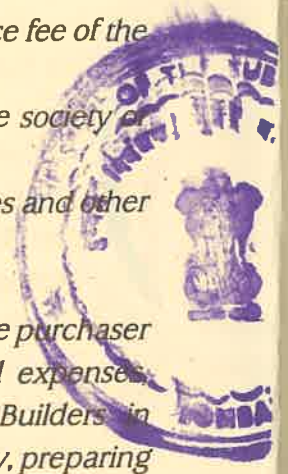


aforesaid. Subject to the provisions of section 6 of the Maharashtra Ownership Flats Act, 1963 on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Builders to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The outgoings payable by the Purchaser are more particularly set out in the list of outgoings annexed hereto and marked schedule "5th". The list is not exhaustive.

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15) The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Builders the following amounts.

- i) Rs. \_\_\_\_\_ for legal charges.
- ii) Rs. \_\_\_\_\_ for share money, application entrance fee of the Society or Limited Company.
- iii) Rs. \_\_\_\_\_ for formation and registration of the society or limited company.
- iv) Rs. \_\_\_\_\_ for formation and registration of taxes and other charges,  
Rs. \_\_\_\_\_ TOTAL



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16) The Builders shall utilise the sum of Rs. \_\_\_\_\_ paid by the purchaser to the Builders for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Builders in connection with formation of the Society/Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance.

17) At the time of registration of this Agreement or on any document or instrument, the Purchaser shall pay, the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company.

18) The Purchasers or himself/themselves with intent to bring in all persons, into whosoever hands the said premises may come, doth



hereby covenant with the Builders as follows:

- a) To maintain the said premises at Purchaser's own cost in good tenable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make additions in or to the building in which the said premises itself or any part thereof.
- b) Not to store in the said premises, any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or strong of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated or to the said premises on account of negligence or default of the Purchaser in this behalf. The Purchaser shall be liable for the consequences of the breach.
- c) To carryout at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Builders to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be against the rules, 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 shall be reasonable and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition

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or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereof in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structure members in the said premises without the prior written permission of the Builders and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 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 land and the building in which the said premises is situated.
- g) Pay to the Builders within seven days of demand by the Builder 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 any increase in local taxes, water charges insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government and/or other public authority on account of any permitted or unauthorised change of user of the said premises by the Purchaser viz. user for any purposes other than for the purpose viz. user for any purposes other than the purpose of residence/ shop/office/showroom/godown/garage, as the case may be, it being expressly understood that any such

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payment shall not prejudice the rights of the Builders or of the incorporated body of Purchasers to be formed against the Purchaser for any such unauthorised change of user.

i) The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Builders.

j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises and other premises therein and for the observances and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said premises in the Building 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 the conveyance and transfer of the building in which said premises is situated is executed, the Purchaser shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

19. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings or legal





charges and shall utilise the amounts only for the purposes for which they have been received.

20. The Builders have informed the Purchaser that the project comprises of construction of buildings and that there will be common, access and internal roads, central recreation spaces, common electric and telephone cables, waterlines, drainage lines and sewage treatment and other common amenities in the exempted lands and the Builders shall be entitled at all times to lay such pipe lines, underground electric and telephone cables, water lines, drainage lines, sewage lines etc. through any part of the said land and building irrespective of whether the conveyance is executed in favour of the said incorporated body of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an Apex Body, federation or association or a Committee of their representative for maintaining the common amenities and facility aforesaid in any part of the exempted lands in accordance with such directions, instructions and guidance as may be given by the Builders from time to time and as they may in their sole discretion deem fit. The Purchaser of premises in the building on the said land or any of the said incorporated bodies of purchasers or not. It shall be the primary responsibility of the purchasers and the incorporated bodies of purchasers in the housing scheme to form an Apex Body, federation or association or a Committee of their representatives for maintaining the common amenities and facilities aforesaid in any part of the exempted lands in accordance with such directions, instructions and guidance as may be given by the Builders from time to time and as they may in their sole discretion deem fit. The Purchaser or purchasers of premises in the building on the said land or any of the said incorporated bodies of purchasers or an apex body, federation, association, committee or other body of purchasers formed or to be formed shall not be entitled to raise any objection and shall allow free access to the Builders, their servants and agents through any part of the said land and building for the purposes aforesaid irrespective of whether the said land is transferred to the incorporated body of purchasers.

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21. It is expressly agreed and understood that the purchasers as also the



said incorporated body of purchasers along with the owners of the other buildings of the said scheme will maintain the internal access roads, common spaces, sewage treatment plant and all the common amenities of the said housing scheme.

22. The Purchaser hereby agrees and consents to the formation of such Apex Body, Federation, Association or a Committee of representatives and agrees to pay from time to time his/her/their proportionate share of such amounts as may be payable in respect of the aofresaid common amenities as also the maintenance charges in respect thereof or such amounts as may be determined from time to time by the Builders or the said incorporated body of purchasers or the said Apex Body, Federation, Association or Committee, as the case may be. The Purchaser shall make such payments irrespective of whether the said incorporated body of purchasers is formed or not and the Purchaser agrees to pay to the Builders on demand or at the time of possession such amounts as may be determined by the Builders as security deposit for such payments.

23. The builders may make such arrangements as they may in their sole discretion deem fit and proper for the maintenance of the Water Supply Scheme and other common amenities and facilities and for that purpose may appoint such agencies on such terms and conditions as they may deem fit and proper. The Builders may appoint separate agencies for different works either private or Government or semi-Government agencies or in case of the water supply scheme the water supply authorities themselves. The Purchasers and each incorporated body or purchasers in the housing project as also any apex body shall be bound by all the terms and conditions of such contracts as may be entered into by the Builders in this respect. In the event of the apex body not being formed and in any case till such body is formed the Purchaser individually and jointly with other purchasers shall be bound to pay to the Builders his/her/their proportionate shares as may be determined by the Builders of the remuneration payable to such agencies as part of their proportionate share of outgoings payable by him/her/them under the forgoing provisions.

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24. It is expressly agreed at that the said incorporated body of purchasers that may be formed shall join as a member of the intended Apex Body of Federation or Association or in the alternative of such Committee as may be formed of the representative of each of the said incorporated body of purchasers on the said lands and such Apex, Federation, Association or Committee as the case may be (hereinafter referred to as "the Apex Body") shall be in charge of maintenance of access roads, common recreation spaces, sewage treatment plant and all other common amenities in the said exempted lands and each of the said incorporated bodies of purchasers if already formed and otherwise each of the purchasers of premises shall contribute a share towards the formation of such Apex Body and towards the costs, charges and expenses of maintenance, repair and reconstruction of the internal and access roads, open recreation spaces, sewage treatment plant and all the common amenities as may be necessary from time to time and in case of non payment by the purchasers individually or jointly with others, the Builders shall not be responsible for any consequences thereof.

25. The purchaser has prior to the execution of this agreement satisfied himself/herself/themselves about the marketable title of the said land and he/she/they shall not be entitled to investigate the title or make any requisitions thereon.

26. IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES hereto that the Builders shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to create any mortgage or lien on the said land and/or the entire construction work put up thereon or any part thereof.

27. If the Purchaser obtains any loan for purchase of the said premises from any employer or any financing institutions and it becomes necessary for the Builders to give any commitments or undertakings to do or not to do any acts, deeds or things in respect of the said premises than in that event it shall be the responsibility of the Purchaser from time to time to get such acts, deeds and things done by the Builders and also to furnish to the incorporated body of the Purchasers to be formed as hereinafter set out all necessary details of any loan obtained and any mortgage,

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26. a. The Flat Purchaser agrees to comply with all the terms and condition of any order scheme, permission, objection, etc. that may have been granted or sanctioned or imposed and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not.
- b. The Flat Purchaser hereby grants his irrevocable power and consent to the Developers/Builders and agrees :-
- (i) that the Developers/Builders alone shall be entitled to all FSI whether available at present or in future including the balance FSI, the additional FSI available under D.C. Regulations from time to time and/or by any special connection, modification of present Rules & Regulations granting FSI, FSI available in lieu of the road winding, set back, Slum TDR, reservation by way of Transfer of Development Rights (TDR), free FSI or FSI or FSI of any nature granted or obtained otherwise howsoever.
  - (ii) that the Developers/Builders shall be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional buildings/floors/structures so as to avail of full FSI permissible at present or in future for the said property including for staircase, lift, passage, by way of purchase of FSI by way of TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "Additional Construction" on the said building as mentioned above and Developers/Builders selling the same and appropriating to themselves the entire sale proceeds thereof without the Flat Purchaser or other acquirers of the flats in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further



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and/or additional construction shall always be the property of the Developers/Builders who shall be at liberty to consume, use, deal with, dispose of, sell, transfer, etc. the same in manner the Developers/Builders choose. The Flat Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this agreement is carried on. The Developers/Builders shall be entitled to consume such FSI by raising floor or floors on any structures including the said building and/or putting additional structures and/or by way of extension of any structure;

- (iii) The Developers/Builders is developing the said property phase - wise and at present plans for first phase are sanctioned and plans for further development were to be sanctioned and party of the First Part will be entitled to construct further buildings from time to time as per the plans which may be sanctioned hereafter;
- (iv) That the Developers/Builders alone shall be entitled to sell any part or portion of the said building including the open terrace/s, walls or part of the said building, basement, stilt, parking space, covered or otherwise, the open space including for use as a bank, offices, shops, nursing home, restaurant, hotel, garden display of advertisements hoarding, well water, as the same may be permissible or ultimately may be permitted by the authorities concerned;
- (v) That the Developers/Builders alone shall be entitled to admit without any objection the persons who are allotted flats by the Developers/Builders as members of the society;

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- (vi) Not to raise any objection or interfere with Developers/ Builders rights reserved hereunder;
- (vii) To execute, if any further or other writing, documents, consents, etc. as required by the Developers/Builders for carrying out the terms hereof and intention of the parties hereto;
- (viii) To do all other acts, deeds, things and matters and sign and execute such papers, deeds documents, writing, forms, application, etc., at the costs and expenses of the Flat Purchaser which the Developers/Builders in his absolute discretion deem fit for putting into complete effect the provision on this Agreement. The aforesaid consent and agreement are and shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Flat Purchaser and/or possession of the said flat is handed over to the separate society of the acquires of flats in the said building for the purpose of management and administration as provide herein.

c. Notwithstanding what is contained herein to the contrary it is further agreed between the party of the First Part and the Party of the Second Part that the party of the Second Part shall ~~if it desires~~ to take advantage of facilities mentioned in clause above pay an additional amount of Rs. 15000 as additional payment to Ajmera Water "N" Amusement Park Private Ltd. decides to levy for the maintenance and management of the club house facilities as per the use of the facilities by the Party of the Second Part. A Separate arrangement will be made mutually between the Ajmera Water "N" Amusement Park Private Ltd. and the party of the Second Part. The said Ajmera Water 'N' Amusement Park Private Ltd. alone shall be entitled to arrive at such arrangement in its discretion and on such terms and conditions as it may deem fit. The Party of the Second Part declares and confirms that the



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payment of the said sum as stated hereinabove will be over and above the consideration mentioned in other clause as also over and above the other payments mentioned herein Viz various deposits, charges, etc. agreed to be paid by the party of the Second Part and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

- d. Commencing a week after notice in writing is given by the Developers/Builders to the Flat Purchaser that the said Flat is ready for occupation or before taking the possession of the flat whichever is earlier, the Flat Purchaser will be liable and pay regularly to the Developers/Builders (a) the proportionate share of the Flat Purchaser of the Municipal Assessment Tax of the said land, all rates and taxes whether any or all the tenements of the building shall have been actually assessed or not or even if the assessment may not have been finally determined; (b) the share of the Flat Purchaser in all other dues, duties, impositions, and burden of any nature at any time herein after assessed or imposed upon the said property and building or upon the owners or occupiers thereof including of the entire land by any way authority including the Municipality Government Revenue Authority in respect of the entire building or the user thereof and payable either by the owners or occupiers and (c) the proportionate share of all other outgoings in respect of the said flat or building including taxes, insurance, common lights, sanitation, additions and alteration, painting, colour washing, repairs, water charges, in the event of water being charged on the basis of meter by Municipality, Salaries and charges of Bill Collector, Clerks, Chowkidars, Sweepers, etc. and (d) all other expenses necessary and incidental to the building including the said management and maintenance. Until the society is formed and the said building transferred to the society or societies as provided herein, the Flat Purchaser shall pay to the Developers/Builders such proportionate share of outgoings as may be determined by the Developers/Builders. The Flat Purchaser shall within 7 days of posting intimation





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about the flat being ready for occupation as aforesaid, deposit and keep deposited with the Developers a sum of Rs. 7200/- (Rupees seven thousand two hundred only)

(only) as ONE 1/2 years estimated maintenance charges without interest as security deposit for payment by the Flat Purchaser his share of aforesaid outgoings and payments. The Flat Purchaser hereby further unequivocally agrees with the Developers/Builders that until the Flat Purchaser's share is determined, provisional monthly contribution of Rs. 600/- (Rupees six hundred only)

towards and on account of the Flat Purchaser share of the aforesaid outgoings and such payments shall be deducted from the security deposit paid by the flat purchaser to the Developers/Builders. The Developers/Builders shall be at liberty without being bound to do so to appropriate from the said deposit money, if any, due by the Flat Purchaser for its aforesaid share of liability.



e. The Flat Purchaser shall on or before delivery of possession of the said premises pay to the Developers/Builders the following amount:-

- 1) Rs. 9740/- being agreed legal charges and expenses.
- 2) Rs. 260/- for share money, application entrance fee of the society or Limited Company.
- 3) Rs. - for formation and registration of the society.
- 4) Rs. 5000/- for installation expenses of electric meter, cable, water meter, sub-station, etc.

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- f. The Party of the First Part has informed the Party of the Second Part and the Party of the Second Part has agreed that the charges payable including development charges, betterment charges already paid to the party of the First Part which are estimated at minimum Rs. 8400/- and/or such other amounts that may be levied by or payment required to be made to any Government Authorities or local bodies in respect of the said property or any part or portion thereof or building or buildings or otherwise the party of the Second Part on building called upon to do so by the Party of the First part, pay to the Party of the First part his/her share thereof at or before taking possession of the said flat as may be required within seven days of demand by the Party of the First Part.



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charge or lien created in respect of the said premises and also cause to be entered the name of the employer of financing institution, as the case may be, in the share certificate or any other documents to be obtained by the Purchaser in respect of the said premises from the incorporated body of Purchasers to be formed.

28. The Builders have made arrangement for supply of potable water to the purchasers of premises in the building on temporary basis. The Water Supply is implemented, if necessary, through Agency at the cost of the Purchaser. The proportionate outgoings in respect of maintenance of water supply shall be borne by the purchasers.

29. If any security deposit be demanded by any Government Public or local authority for the purpose of giving electric and water connection to the said building or for any other purpose such deposit shall be payable by all the purchasers of premises in the said building proportionately. The Purchaser agrees to pay to the Builders within maximum seven days of demand his/her/their share of deposit.

30. Any development and/or betterment charges or other levy by the local authority, Government and/or any other public authority in respect of the said land and/or building shall be borne and paid by all the purchasers of premises in the building in proportion to the floor space area of their respective premises.

31. The stamp duty and registration charges payable to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall also bear and pay proportionate charges of stamp duty and registration charges payable on any document or instrument of transfer of land and building to the incorporated body of purchasers.

It is expressly understood that if any deposit given to the Builders by the purchaser for any purpose is found to be less than the amount required for the purpose and the purchaser is required by the Builders to pay the amount of difference the Purchaser shall not be entitled to refuse such payment on the ground that other deposits remain unexpended with the Builders. In case of deposits for which the Builders are expected to





render accounts such accounts shall be given only to the incorporated body of purchasers in a consolidated manner after transfer of the said land and the said building in its favour and not to purchasers individually and any excess lying with the Builders shall be passed on to such incorporated body of purchasers.

33. The Builders or any persons or agents nominated by the Builders shall have the absolute and exclusive right to display or cause to be displayed any posters, hoardings, advertisements or neon signs, on any building till the execution of the conveyance in favour of the incorporated body of purchasers and in any part of the said exempted lands till the completion of the project in all respects and the purchasers or any incorporated body of purchasers or any apex body shall not be entitled to raise any objection on any ground whatsoever in this respect.

34. The Purchaser and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all applications papers and documents and do all such acts, deeds and things as the Builders and/or the said incorporated body of purchasers may require for safeguarding the interest of the Builders and/or the purchasers in the said building.

35. The Builders shall be entitled to sell premises in the said building for the purpose of using same as guest houses, dispensaries, nursing homes, maternity homes or for residential or commercial user and/or any other user that may be permitted by the local authority and other authorities in that behalf and the Purchaser or his assignee or assignees shall not object at any time in future to such user of the premises by the respective purchasers thereof or assignee or assignees.

36. After the possession of the said premises are handed over to the purchasers in the building if any additions or alternations in or relating to the said building are required to be carried out by the Government local authority or any other statutory body, the same shall be carried out by the purchasers in the building at their own cost and the Builders shall not be in any way of manner liable or responsible for the same.

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37. No purchaser shall without the prior permission of the Builders grow any trees or plants in the land appurtenant to the building or keep any flower pots or other plants in the passages, staircases, common terraces and other open spaces of the building or on balcony projections or hanging on balconies and all flowers, fruits and other products or any such trees, plants or pots if put up unauthorisedly shall belong to the Builders and thereafter to the said incorporated body of purchasers and no individual purchaser shall have any right over such trees, plants, pots or the produce thereof.
38. The Purchaser without the prior written permission of the Builders shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be acquired nor shall enclose or cause to be opened up any ground floor premises or make or cause to be made any addition or alteration of whatever nature to the said premises or any part thereof nor any alteration in the elevation and outside colour scheme of the said premises agreed to be acquired.
39. In the event of the incorporated body of purchasers being formed and registered before the sale and disposal by the Builders of all the premises in the said building the power and the authority of the incorporated body of purchasers shall be subject to the overall authority and control of the Builders over any or all of the matter concerning the said building the construction and the completion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof.
40. Nothing contained in this Agreements is intended to be contrued as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be sold and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Builders until the said land and building are transferred to the Society/Limited Company as hereinabove mentioned.



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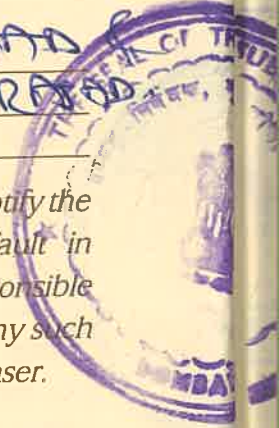
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41. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders.
42. The Purchaser shall present this Agreement as well as the conveyance, as the case may be, at the proper registration office for registration within the time limit prescribed by the Registration Act and the Builders will attend such office and admit execution thereof.
43. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if send to the Purchaser by Registered Post A.D./Under Certificate of Posting at his/her address specified below:  
Viz. VIVEK RATNESHWAR PRASAD  
RATNESHWAR RASGHWAR PRASAD
44. In case of any change in address the Purchaser shall forthwith notify the same to the Builders and if the Purchaser commit default in communicating the new address, the Purchaser along will responsible for non receipt of any communication from the Builders and any such communication shall be deemed to be received by the Purchaser.
45. The Purchaser hereby agree to pay to the Shastri Nagar Association or the other body as may be formed his proportionate charges for right of way procured for the plot of building where Shastri Nagar is being constructed without any dispute whatsoever.
46. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, with the consent of the Builders, shall belong exclusively to the respective purchasers of the terrace flats and such terrace spaces are intended for the exclusive use of the respective terrace flat purchasers. The said terrace shall not be enclosed for the respective terrace flat purchaser. The said terrace shall not

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enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builders or from the Society or, as the case may be, the Limited Company.

- 47. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and the rules made thereunder.
- 48. The Purchaser shall pay 2% of the purchase price as brokerage to the sole selling agents appointed by the Builders.







*THE FIRST SCHEDULE ABOVE REFERRED TO*

*All those pieces or parcels of land falling in the residential zone under the Development plan of the Municipal Corporation of Greater Bombay situate lying and being at Village Oshiwara Taluka South Salsette, Bombay Suburban District admeasuring 131000 (One lac thirty one thousand) sq. yards equivalent to 109529 sq. metres or thereabouts and forming part of the land hereditaments and premises bearing survey No.41 and bounded as follows:-*

*ON OR TOWARDS THE NORTH: Proposed 120 feet road and beyond that the land bearing S. No.41 (Part) now agreed to be sold to Apna Ghar Co-op. Housing Society Ltd.*

*ON OR TOWARDS THE SOUTH: Block F (Part) of the said S.No.41 of Village Oshiwara*

*ON OR TOWARDS THE EAST : Proposed 90 feet wide Road and partly by land bearing S.No.41 (part) Oshiwara Village.*

*ON OR TOWARDS THE WEST: Part of Block (K) of the said S.No.41 of Village Oshiwara.*

*Virendra Prasad*

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THE SECOND SCHEDULE ABOVE REFERRED TO

No. ULC-1084-809-XIV,  
Housing and special Assistance Department,  
Mantralaya, Bombay-32  
Dated 10th October 1984.

GOVERNMENT OF MAHARASHTRA  
ORDER

No. ULC-1084/809/XIV: WHEREAS M/s. Oshiwara Land Development Company Pvt. Ltd. Bombay holds vacant land in excess of the ceiling limit in the Gr. Bombay Urban Agglomeration, including the lands the details of which are given in the schedule appended hereto;

AND WHEREAS the said Company has applied for exemption under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976)

AND WHEREAS the Government of Maharashtra is satisfied that having regard to the location of the land, the purpose for which the land is being or is proposed to be used and other relevant factors, it is necessary in the public interest so to do;

NOW, THEREFORE, in exercise of the powers conferred by section (i) of section 20 of the said Act after having recorded in writing the reason for making this order, Government of Maharashtra hereby exempts the vacant land referred to in the schedule from the provisions of Chapter III of the said Act, subject to the following conditions, namely:-

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- (1) The land exempted under this exemption order shall be used by the said Company for transferring it by way of sale to the Shastri Nagar Co-operative Housing Society (Proposed), Bombay or to its unit or units to be separately registered as a district co-operative housing society or societies under the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act, No. XXIV of 1961) of Bombay to enable it to





commence construction of residential building on the vacant land subject to the building regulation of the Bombay Municipal Corporation Town Planning Rules and other statutory regulations and for no other purpose. Any change made in the user of the land shall amount to a breach of these conditions.

- (2) The said Company shall complete transfer by way of sale of the land exempted under this order to Shastri Nagar Co-operative Housing Society (Proposed), Bombay or to its unit or units to be separately registered as a district co-operative Housing Society or Societies under the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1961) of Bombay, in one or more instalments within a period of 3 (three) years, failing which the exemption shall be deemed to have been withdrawn. The Company shall not transfer the exempted land by way of sale, gift, mortgage, lease or otherwise to any other person except by way of sale to the said co-operative housing society or its unit or units as mentioned above. The Registering Authorities shall register the conveyance deed after following the usual procedure.
- (3) The said co-operative housing society or its unit or units as mentioned above shall make full utilisation of the land exempted for the purpose aforesaid, by commencing construction as per the law in force governing the construction of buildings for residential purpose. They shall construct buildings consisting of flats and shall consume the full FSI permissible for the land exempted. The Co-operative Housing Societies concerned shall commence the development work of the land (filling, levelling, road, etc.) and also commence actual construction of the buildings of the lease one unit within a period of 2 (two) years from the date of this exemption order and they shall complete the actual construction of the buildings of all within a period of 5 years. The said societies shall complete the construction of all the buildings within a period of 5 (five) years from the date of this exemption order, failing which the exemption shall stand withdrawn. If only a part of the land is utilised and part remains unutilised, then exemption for the part which remains vacant at the end of the period of five years shall be deemed to have been withdrawn.

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- (4) The building shall be constructed strictly according to the building regulation of the Bombay Municipal Corporation, Town Planning Rules and other statutory regulations. The plinth of all the flats shall not exceed 80 sq. mts. The said society/societies may provide for shops for the requirements of their own members as per the regulations of the Bombay Municipal Corporation and other statutory regulations.
- (5) The said Shastri Nagar Co-operative Housing Society or its unit/units shall sell 10% of the total number of the flats to Government/Government nominees at a price of Rs. 135/- per sq.ft. and no extra amount will be payable by the Government/Government nominees for any extra amenities as mentioned in Govt. Circular No. HWS-1083/CSC-54/XIV, dt. 29-6-1983 provided in such flats.
- (6) Notwithstanding anything contained in any of the preceeding clauses of this order if the said company desires to transfer the exempted land with the buildings thereon, if any to any other person, by way of sale, mortgage, gift, lease or otherwise it shall apply to the State Government for prior permission for such transfer and such application shall contain such particulars as the State Government may require. On receipt of such application the state government may after holding such enquiry as it may deem fit, grant the necessary permission subject to such conditions as the State Government may deem fit to impose including a condition that the transferor shall deposit with the State government the difference between the market price of the land so exempted under this order and the price at which it would normally have been required under the said Act and such other conditions as the State Government may deem fit to impose. The State government's determination of the market price of the land at the time of transfer and the price at which the land normally would have been required under the said Act shall be final.
- (7) The following part of the exempted land shall always be kept vacant namely:- "An area which is required to be kept compulsorily open as per the building regulations of the Bombay Municipal Corporation, Town Planning Rules and other statutory regulations."

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*This part of the land shall not be used for any construction whatsoever, even if there is a change in the FSI in future permitting additional construction, this part shall not be available for such construction.*

- (8) *The Shastri Nagar Co-operative Housing Society (Proposed), Bombay, or its unit or units to be separately registered as district co-operative housing society/societies under the Maharashtra co-operative housing societies Act, 1960 (Maharashtra Act No.XXIV of 1961) of Bombay shall get itself/themselves registered into various units under the Maharashtra Co-operative Societies Act 1960, within a period of 3 years from the date of this exemption order. The said society or its unit or units shall also submit the lists of their all members within a period of 3 years from the date of this exemption order. The membership of the society will be subject to condition No.10 of the Exemption Order.*
- (9) *This exemption shall be subject to the decision for the cases under the Maharashtra Agricultural Land (Ceiling and Holding) Act, 1961 and Bombay Tenancy and Agricultural Lands Act. If in case the State Government is declared as the owner of this land the said society or its unit or units shall have to pay the occupancy price to the State Government. The occupancy price and the mode of payment as decided by the State Government shall be final and no representation in this respect shall be entertained.*
- (10) *Qualification for admittance of members in the said society viz. Shastri Nagar Co-operative Housing Society should as under:-*
- (a) *The member should not have in his own possession or in the name of his wife her husband/ minor child or any dependent members any land, house, bungalow or flat in excess of 600 sq.ft. of carpet area within the limits of Gr.Bombay Municipal area;*
- (b) *The member of the proposed Co-operative Housing Society should be resident of Maharashtra for atleast 15 years;*
- (c) *Neither the member nor his wife/her husband/nor any minor child nor any depended of the member should be a member of any co-operative housing society within the limits of Gr. Bombay Municipal Corporation area;*

*Yashwantrao Chavan*

*Chavan*





Neither the member nor his wife/her husband/nor any minor child nor any dependent of the member must have obtained on concessional terms, any plot or accommodation of carpet area in excess of 600 sq.ft. from Government, within the limits of Gr.Bombay Municipal area including de-requisitioned accommodation.

(11) If at any time, the State Government satisfied that there is a breach of any of the conditions mentioned in this order by the said person or by the said co-operative housing society or its unit or units it shall be competent for the State Government by order to withdraw the exemption from the date specified in the order.

Provided that, before making any such order, the State Government shall give a reasonable opportunity to the Company where land is exempted or the said Co-operative Housing Society or its unit or units of making representation against the proposed withdrawal.

(12) When any exemption is withdrawn or deemed to be withdrawn under these conditions, the provisions of Chapter III of the said Act shall apply to the land as if the land had not been exempted under this order.

By order and in the name of the Government of Maharashtra

*Virek Prasad*

*P.W. Malwade*

Sd/-

(P.W. Malwade)

Under Secretary to Government





## THE SCHEDULE

Details regarding the applicant and the vacant land possessed by them for which exemption is sought under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976.

- 1) Name and address of the person : M/s. Oshiwara Land Development Co. Pvt. Ltd.,  
212, A, Pancharatna,  
Mama Parmanand Marg,  
Bombay-400 004.
- 2) No. and date of application : Nil
- 3) Status of the person : Company
- 4) Name of the Urban Agglomeration in which the land for which exemption is sought is situated : Bombay Urban Agglomeration
- 5) Description of property for which exemption is sought
- a) District, Taluka, Village, S. No. : S.No.41 (pt), Village Oshiwara, Andheri (E), Bombay.
- b) Total area in residential zone in sq.mts : 1,09,529 sq.mts.
- c) Area excess vacant land to be exempted (Site plan attached) : 1,09,529 sq.mts

(The site plan attached to this order is supplied by the Architect of the society and it gives an idea of the land exempted under this order. It does not certify the boundaries of the plot of the area exempted under this order.)

Vivek P. Prasad

P. W. Malwade

Sd/-

(P.W.Malwade)

Under Secretary to Government



To,

M/s. Oshiwara Land Development Company (P) Ltd.,  
212, Panchratna, Mama Parmanand Marg,  
Bombay-400 004.

Shri. C.S. Ajmera,  
The Chief Promoter of Shastri Nagar Co-operative Housing society,  
Ghanshyam Baug, Cama Road, Cama Galli, Hansoti Lane, Ghatkopar,  
Bombay-400 084.

Copy forwarded with compliments for information and necessary action to:-

- 1) The Additional Collector and Competent Authority, Bombay Urban Agglomeration, Bombay.
- 2) The Maharashtra Housing and Area Development Authority, Griha Nirman Bhavan, Bandra (E), Bombay-51
- 3) The Deputy City Engineer, Bombay Municipal Corporation, Bombay.
- 4) The Commissioner, BMRDA, Bombay.
- 5) The District Deputy Registrar of Co-op. Hsg. Socy, Bombay.
- 6) The Sub-Registrar, Bombay.
- 7) The Revenue and Forests Department, Mantralaya, Bombay.
- 8) The Urban Development and Public Health Department, (Urban Dev.) Bombay.
- 9) Select file.

Virendra Prasad

Prasad





THE THIRD SCHEDULE ABOVE REFERRED TO

All that piece or parcels of land falling the residential zone under the Development plan of the Municipal Corporation of Greater Bombay forming plot No. C-33 situate lying and being at Village Oshiwara Taluka South Salsette, admeasuring — sq. yds. comprising of Survey No. 41 (Part) admeasuring 131000 sq. yds. equivalent to 109529 sq. metres or thereabouts and forming part of the land hereditaments and premises bearing Survey No. 41 and bounded as follows :-

*Virele Prasad.*

*Plot C*

*B-5A*

On or towards East *Proposed Bldg. C-33A*  
On or towards West — *u* — *INTERNAL ROAD*  
On or towards South — *u* — *INTERNAL ROAD*  
On or towards North — *u* — *EMBASSY Bldg.*





## THE FOURTH SCHEDULE ABOVE REFERRED TO

### SHASTRI NAGAR — LIST OF AMENITIES

1. The building will be of R.C.C. framed structure.
2. External wall will be of 4" thick cement concrete block or 9" thick brick masonry.
3. Internal partition wall will be of 4½" thick brick masonry or 3" cement concrete solid or 4" cement concrete cavity block masonry.
4. Internal plaster will be of neeru finishing and three coats of lime white wash.
5. Outside plaster will be sand face plaster with two coat cement paints or Building will be cladded By Ceramic glazed tiles partly or equivalent.
6. All window frames will be of commercial wood.
7. Entrance door will be solid thick core having one side laminates sheets other painted with 2 coats of Enamel paint, fitted with Aldrops. Fancy Handle, Peephole and Electric Bell Point and Night Latch.
8. All doors will be Flush doors or commercial wood panel with 2 coats of Enamel paint.
9. All windows shall have glass panel.
10. All doors and windows will have Aluminium fittings.
11. R.C.C. loft above Bathroom or W.C. or kitchen or at suitable place are provided by us.
12. Marble flooring in full flat (except bathroom w.c.)
13. Bathroom or attach toilet (with E.W.C.) floor will be of Marble tiles or Ceramic tiles or any other glazed tiles, dado, walls, have 7' Ceramic tiles or glazed tiles, one shower will be provided in bath.
14. One wash basin shall be provided with chromium plated pillar cock and 1' in height glazed tiles and Mirror.
15. Concealed plumbing with hot and cold water points and mini boiler in Bathroom.
16. W.C. (Separate common) will have white glaze tile flooring with Indian type W.C. of 25" or 27" size, one tap, with 2' dado of white glazed tiles.
17. Kitchen will have Green Kotah stone flooring with Marble patti precast readymade raised platform with Granite top and 3' dado of tiles will also be provided at the back of the platform steel sink.





18. Copper concealed wiring in all flats, with mains in conduits from the main switch board of the flats, all rooms i.e. Living room, have three light point, two Fan point and one power point and one plug point one switch Board. Bedroom will have two light point. One fan point & one power point and one plug point. Kitchen will have light point, fan point, plug point & one power point. One light point at every floor in common lobby and one light point under the canopy in every entrance balcony and terrace. Two light in all corner of the buildings.  
(P.S. Kindly note that the cables used for wiring having capacity to bear the load of the points provided above.)
19.  $\frac{3}{4}$ " / 1" thick pre-cast grey cement mosaic steps on the stair with broken marble flooring on staircase landing. The waterproofing of the terrace will be made by china mosaic flooring or any other water proofing.
20. Building will have cement concrete or Asphalt paving all round the building.
21. R.C.C. Grill will be provided in staircase and on common lobbies wherever required.
22. R.C.C. Overhead tank of required capacities for the proper distribution of water as per rule.
23. Common T.V. Antenna will be provided in the Building.
24. Common Telephone cables will be provided.
25. Building will have well planned landscape with decorative entrance.
26. As per B.M.C. rules good quality Lift will be provided in each Building, if required.

P.S. The builder reserves their right to amend or alter any of the above specifications, if circumstances so require.

Virendra Prasad  
S.P.



## THE FIFTH SCHEDULE ABOVE REFERRED TO

### LIST OF OUTGOINGS

- (1) *The expenses of maintaining, repairing, redecorating etc., of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes and electric wires in under or upon the building and enjoy or used by the Purchaser in common with other occupiers of the other apartments and the main entrances, passages, landings and staircase of the building as enjoyed by the Purchaser or used by him/her in common as aforesaid and the boundary wall of the buildings, compounds, terraces etc.*
- (2) *The cost of cleaning and lighting and passages landing staircase and other parts of the building as enjoyed or use by the Purchaser in common as aforesaid.*
- (3) *The cost of decorating the exterior of the building.*
- (4) *The costs of the salaries of clerks, bill collectors, chowkidars, sweepers etc.*
- (5) *Municipal and other taxes.*
- (6) *Insurance of the building.*
- (7) *Cost of water meter or electric meters and/or any deposit for water or electricity.*
- (8) *Such other expenses for as are necessary or incidental for the maintenance and upkeep of the building.*
- (9) *Proportionate share as may be fixed by the Builders towards contribution to be made by Society to the builders or to the Federal Society to be formed for construction, maintenance, repairs re-building of the internal roads, recreation ground and other facilities and amenities of a common nature to be provided in the entire lay out of the land at Oshiwara Village, Andheri (West).*





## ANNEXURE 'A'

G.A. Trivedi  
Advocate High Court  
Bombay

59, Bombay Samachar Marg,  
Bombay-400 023.

*In the matter of piece or parcel of land or ground admeasuring 1,31,000 (One Lac Thirtyone Thousand) Square Yards equivalent to 1,09,529 (One Lakh Nine Thousand Five Hundred Twentynine) Square Metres or thereabouts, situate, lying and being at village Oshiwara, Taluka Andheri, District Bombay Sub-urban forming part of the larger land bearing Survey No.41 (part) of village Oshiwara.*

*Under instructions of our clients M/s. Ajmera Housing Corporation we have investigated the title of Oshiwara Land Development Company Private Limited to the aforesaid property which is more particularly described in the Schedule hereunder written by causing the search to be taken in the appropriate Sub-registries and by persuing the copies of the documents and writings relating to the aforesaid property which were produced before us by our clients and on the basis thereof we have to state as under:*

*The property bearing Survey No.41 (part) of village Oshiwara in Greater Bombay (hereinafter referred to as "the said land") belonged to Byramjee Jeejeebhoy Private Limited (hereinafter referred to as "the former owners") by virtue of and under a Deed of Conveyance dated 24th July 1951 made by Nanabhoy Byramjee Jeejeebhoy in favour of the former owners and registered in the office of the Sub-registrar of Assurances, Bombay under Serial No.BOM/4213/51 on 17th November 1951. The said lands is Khajan land and is shown as such in the Record of Rights. Khajan land is marshy land inundated by sea water during high tides and is not capable of cultivation.*

*By an agreement for sale dated 25th January 1964, Byramjee Jeejeebhoy Pvt.Ltd., the former owners, agreed to sell the said land then admeasuring 723 Acres approximately to Messrs. New Swastik Land Development Corporation, a registered partnership firm. The said agreement for sale provided that the sale was subject to the application, if any, of:*

*Yashwantrao P. Masad:-  
Special*



**KANTILAL UNDERKAT & CO.**  
ADVOCATES & SOLICITORS

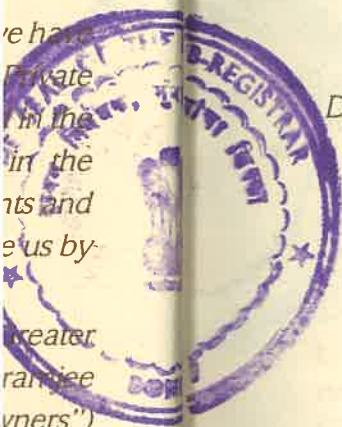
UNADKAT TERRACE, 1ST FLOOR, 27,  
ANUJ SHOPPING CENTRE, TILAK ROAD,  
SANTACRUZ (W), MUMBAI 400 054.  
TEL. : 605 2459 / 605 2460  
FAX : 605 4009

*K. G. Underkat*

Ref. No. KGU/NCA/91/382/97

Date: 16th October 1997

**M/s. Ajmera Housing Corporation**  
*Royal Classic,*  
*Andheri Link Road, Opp. Tel. Office,*  
*Near Laxmi Industrial Estate,*  
*Andheri (West),*  
*Mumbai - 400058.*



*Dear Sirs,*

*Re :- All those pieces or parcels of land or ground admeasuring 1,31,000 sq. yards equivalent to 1,09,529 sq. metres or thereabouts situate lying and being at Village Oshiwara, Taluka Andheri, in the Registration District and Sub-District of Mumbai City and its Suburbs forming part of larger land bearing S.No. 41 (part) of Village Oshiwara.*

*In the above matter you have handed over to us the following*

- a) Copy of the agreement dated 28th May, 1979 between Oshiwara Land Development Co. Pvt. Ltd. therein called the Company and Kanubhai Asabhai Patel, Ramnikbhai Gordhanbhai Patel, Balendra Bhogilal Shah, Ishwarbhai Chhotalal Ajmera, Chhotalal Shamalji Ajmera and Shashikant Chhotalal Ajmera therein called the Developers.*
- b) Declaration by Kanubhai Asabhai Patel, Ramnikbhai Gordhanbhai Patel and Balendra Bhogilal Shah dated 19th February, 1980.*



- c) Title Certification issued by G. A. Trivedi, Advocate dated 30th August, 1991 and
2. We have not issued any public notice nor have caused any search to be taken.
3. From the facts mentioned in the aforesaid documents we find that :
- a) The above lands form part of original land admeasuring 723 acres i.e. 2925886.43 sq. metres or thereabout bearing S. No. 41.
- b) Under a registered deed of conveyance dated 24.7.1951 the same was purchased by M/s. Byramjee Jeejeebhoy Pvt. Ltd. from Shri. Nanabhoy Byramjee Jeejeebhoy. The said Deed of Conveyance is registered with the Sub Registrar, Mumbai under serial No. 4213 and accordingly name of M/s. Byramjee Jeejeebhoy Pvt. Ltd. is recorded in the City Survey Record in the year 1966.
- c) By an Agreement for sale dated 25th January, 1964 Byramjee Jeejeebhoy Pvt. Ltd. (the said Company) agreed to sell to M/s. New Swastik Land Development Corporation (New Swastik) the said entire property admeasuring 723 acres at or for the price and on the terms and conditions recorded therein.
- d) Under Development Plan of the Municipal Corporation for Greater Mumbai an area admeasuring about 7,90,000 sq. yards out of S. No. 41 is reserved for heavy industrial area.
- e) Layout in respect of the said area of 7,90,000 sq. yards reserved for industrial area as aforesaid has been sanctioned by the Municipal Corporation of Greater Mumbai on 1st

*Virek Prasad.*

*Prasad*





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December, 1965 as per City Engineers letter dated 2nd June, 1965 bearing No. TPLO/1811. Under the said layout the said area is laid out in various blocks and the said blocks are in their turn divided into various plots.

- f) The said New Swastik was holding the said property as its stock in trade for the object of the said partnership as set out in the said Deed of Partnership dated 18th May 1964 i.e. for development and sale of land etc.
- g) The net profit and loss of the partnership business including the capital profit and losses were agreed to be divided between the partners as provided in the said Deed of Partnership.
- h) By a Deed of Dissolution dated 31st day of December, 1986 and made between the partners of the said New Swastik was dissolved and the assets and liabilities of the said New Swastik was distributed amongst the partners as set out therein and were holding the said property as tenants in common;
- i) Byramjee Jeejeebhoy Private Limited conveyed the entire land in S. No. 41 admeasuring 637 Acres of the said land out of total area of 723 Acres to the New Swastik Lands Development Corporation by the consent decree dard 15th October 1969, in High Court, O.O.C.J. Suit No.660 of 1968 and the said Decree was sealed and signed on the 9th November 1979. By the said consent decree it was inter alia ordered that the partners of the said firm do specifically perform the said agreement dated 25th January 1964 as modified by the Agreement set out in the plan in respect of land admeasuring 637 acres or such land comprised in survey No. 41 of village Oshiwara described in the schedule to the said decree which has remained to be conveyed on payment to the Company sum of Rs. 27,00,000/-



*Virendra Prasad*  
*[Signature]*



- j) By an order dated 26th March, 1979 made in the said suit, New Heritage Estates Pvt. Ltd. as the successors of said Company granted liberty to apply under Order 21 Rule 16 of the Code of Civil Procedure to execute the consent decree dated 15th October 1969 passed in the above suit against Oshiwara Land Development Co. Pvt. Ltd. being the assignees of the defendants in the said suit.
- k) By a Consent Judges order dated 26th March 1979 made in the said Suit No.660 of 1968 the Prothonotary & Senior Master of the Court was directed to enter adjustment on the Consent decree dated 15th October, 1969 as set out in the Schedule annexed thereto according to which it was inter alia agreed and declared that the said Consent Decree do operate as a Conveyance in favour of Oshiwara Land Development Co. Pvt. in respect of the remaining land of S. No. 41 of Village Oshiwara which inter alia included the above land. However, the permission under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 with regard to the transfer of the said land pursuant to the said consent decree had not been obtained. The said Oshiwara Land Development Co. Pvt. Ltd. has paid up the balance of the price payable to the said New Heritage Estates Pvt. Ltd. Thus subject to aforesaid Oshiwara Land Development Co. Pvt. Ltd. are the owners of the above lands.
- l) Oshiwara Land Development Company Pvt. Ltd. made an application to the Competent Authority under the provisions of the Urban Land (Ceiling & Regulations) Act 1976 for exemption under the provisions of the said Act and by an order by the Additional Collector and Competent Authority Housing & Special Assistance Department dated 10th October 1984, exempted the said land from the provisions of the said Act subject to terms and conditions contained in the said order.

Virendra Prasad.

Prasad

4. By the said Agreement dated 28th May 1979 the said Oshiwara Land Development Co. Pvt. Ltd. granted to you the permission



and authority to develop the said land admeasuring 1,31,000 sq. yards for the consideration and on the terms and conditions set out therein.

5. By the said declaration dated 19th February 1980 the declarants therein agreed to relinquish and surrender their right title and interest in the said property as developers in pursuance of the said agreement for development dated 28h May 1979 and the power of attorney dated 28th May 1979 for the consideration and on compliance of the agreements and covenants set out therein.
6. You have informed us that no further transaction has taken place in respect of the land agreed to be developed by you.

Based on the aforesaid documents and facts and title certificate issued by Advocate Trivedi in our view the title of the above property is marketable free from encumbrances and without reasonable doubts.

Yours faithfully

Sd/-

K.G. UNDERKAT

Advocates & Solicitors

*Trivedi Prasad.*

*Prasad*







- (i) *Bombay Tenancy and Agricultural Lands Act, 1947, and*
- (ii) *Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1963 to the said land.*

*The said land has been in ownership of the former owners since 24th June 1951. The Bombay Tenancy and Agricultural Lands Act is not applicable to village Oshiwara in Greater Bombay. In our view, as the said land is Khajan land and therefore not capable of cultivation, the Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1963, has no application to the said land.*

*The partnership firm of Messrs. New Swastik Land Development Corporation at all material times consisted of eleven partners, i.e. (1) Govind Appaji Bhatte, (2) Ganpati Govind Bhatte, (3) Dattatraya Appaji Bhatte, (4) Suresh Bhalchandra Goraksha, (5) Aruna Gajanan Bhatte, (6) Chhotalal Purshottamdas Patel, (7) Chandrakant Vadilal Patel, (8) Kanjibhai Dungarai Patel, (9) Rashmikant Dipchand Gardi, (10) Hasmukh Dipchand Gardi and (11) Rukmani Dipchand Gardi. By the four deeds of assignments all dated 1st April 1975, the said (1) Govind Appaji Bhatte (2) Ganpati Govind Bhatte (3) Dattatraya Appaji Bhatte and (4) Suresh Bhalchandra Goraksha have separately assigned their share, right, title and interest in the partnership firms of M/s. New Swastik Land Development Corporation in favour of Oshiwara Land Development Co.Pvt.Ltd. the owner herein. By a deed of Assignment also dated 4th April 1975 (1) Aruna Gajanan Bhatte (2) Chhotalal Purshottamdas Patel (3) Kanjibhai Dungarai Patel (4) Chandrakant Vadilal Patel (5) Rashmikant Dipchand Gardi (6) Hasmukh Dipchand Gardi and (7) Rukmani Dipchand Gardi have assigned their respective share, right, title and interest in the firm of M/s. New Swastik Land Development Corporation unto the said Oshiwara Land Development Co.Pvt.Ltd. the owners herein. All the said Deeds of Assignments include the benefit to purchase Survey No.41 (part) from the former owners as per the said Agreement for Sale dated 25th January 1964. In view thereof, Oshiwara Land Development Co.Pvt.Ltd. the Owners were entitled to obtain conveyance in respect of the above lands in their favour or to require the former owners to execute the conveyance in respect thereof in favour of their nominee. The area of the said land then available to the said company for development was about 495 acres.*



*By a Consent Decree dated 15th October 1969 in Suit No.660 of 1968 (Byramjee Jeejeebhoy Pvt.Ltd. V/s. Govind Appaji Bhatte and others of Messrs. New Swastik Land Development Corporation), it was interalia ordered that the Defendants that is the partners of Messrs. New Swastik Land Development Corporation, do specifically perform the said Agreement for Sale dated 25th January 1964 as modified by the Agreement set out in the Plan in respect of the land admeasuring 637 Acres or such land comprised in Survey No.41 of village Oshiwara described in the Schedule to the Decree which has remained to be conveyed, on payment to the Plaintiffs in the said suit of sum of Rs.27,00,000/-.*

*By an order dated 26th March 1979 made in the said suit, New Heritage Estates Pvt. Ltd., as the succssors of the said Byramjee Jeejeebhoy Pvt. Ltd. the former owners were granted liberty to apply under Order 21 Rule 16 of the Code of Civil Procedure to execute the Consent Decree dated 15th October 1969 passed in the above suit against Oshiwara Land Development Co.Pvt.Ltd. the owners herein being the assignees of the Defendants in the said suit.*

*By a Consent Judge's Order dated 26th March 1979 made in the said High Court Suit No. 660 of 1968 the Prothonotary & Senior Master of the Court was directed to enter adjustment on the Consent Decree dated 15th October 1969 as set out in the Schedule annexed thereto according to which it was interalia agreed and declared that the said Consent Decree do operate as a Conveyance in favour of Oshiwara Land Development Co.Pvt.Ltd., the owners herein, in respect of the remaining land of Survey No.41 of village Oshiwara, Greater Bombay which interalia included the captioned land. However, the permission under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 with regard to the transfer of the said land pursuant to the said Consent Decree had not been obtained. The said Oshiwara Land Development Co.Pvt.Ltd. has paid up the balance of the price payable to the said new Heritage Estates Pvt.Ltd. the Assignees of the former owners. Thus, subject to what has been stated above, the present owners of the land are Oshiwara Land Development Co.Pvt.Ltd.*





The said Oshiwara Land Development Company Pvt.Ltd. made an application to the Competent Authority under the provisions of the Urban Land (Ceiling & Regulations) act, 1976 for exemption under the provisions of the said act.

By an order made by the Additional Collector and Competent Authority of the Housing and Special Assistance Department dated 10th October 1984, the said authority exempted the said property described in the Schedule hereunder written from the provisions of the Urban Land (Ceiling & Regulation) act, 1976 subject to the terms and conditions contained in the said order.

In our opinion therefore we find that the title of Oshiwara Land Development Co.Pvt.Ltd., the Owners to the above property is marketable and free from incumbrances subject to what has been stated hereinabove and subject to the compliance of the terms and conditions of the said order dated 10th October, 1984 made by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976.

### THE SCHEDULED ABOVE REFERRED TO

ALL THOSE pieces or parcels of land situate, lying and being at village Oshiwara, Taluka South Salsette, Bombay Suburban District and in the Registration District and Sub-District of Bombay City and Bombay Suburban admeasuring 131000 (One Lac Thirty-one Thousand) square Yards equivalent to 109529 square metres or thereabouts as per the Order dated 10th October 1984 made by the Under Secretary to the Government of Maharashtra and bearing Survey No.41 (part) of village Oshiwara and bounded as shown on the plan annexed to the said order.

Dated this 30th DAY of AUGUST 1991

Sd/—

G.A. TRIVEDI

Advocate of High Court





मानकतयेच्या रजिस्टर कार्डातील उतारा.

निटी तह्ये - जोशिमणी ताजुबा ओरी : विन्हा - मुंबई उपनगर मुंबई.

निटी तह्ये नंबर	क्षेत्र चौ. मीटर	सतता प्रकार	सरकारला भरलेल्या ता-पारचा प्रववा खांद्या तपकील व तो केव्हा बदला-पवाचा.
E24	(2734E-3) 2734E-3 236E-3 36E-0	C-1	-

वहीवाटीचे हक्क :-

सन 1966 मध्ये धोरण करपा-यचे नाप/हक्क कना प्राप्त झाला (जोषिमणी तपत सागला तोपयत )

पट्टेदार :-

झार बोये :-

झार शेर :-

तारीख	व्यवहार	पट्टानुम्बर	नविन धारपकरपा-पारचा (4) प्रववा झार बोया जलनारा(ई)	ताकीदार
(1)	(2)	(3)	(4)	(5)
23/3/15	जोशिमणी शेठान्ण माधुसोड वगालेने जोशिमणी रजिस्टर नपान्ण माधुसोड वगालेने जोशिमणी नोद तपतये.		(4) नविन धारपकरपा-पारचा (4) प्रववा झार बोया जलनारा(ई)	पती/रख्ख 21-11-84 जिवि/रख्ख/पती न-2/अ/क/र/मु
24/3/15	न श अ क र योना जोशिमणी न श अ क र योना 24/3/15 न नोद कंगले दिवने प्रमाणे		(4) नो. जोशिमणी नोद कंगले प्रवेट कंपनी मा दि	पती/रख्ख जिवि/रख्ख/पती न-2/अ/क/र/मु

(कु माप)



30/3/15 मा जोशिमणी शेठान्ण माधुसोड वगालेने जोशिमणी नोद तपतये न श अ क र योना जोशिमणी न श अ क र योना 24/3/15 न नोद कंगले दिवने प्रमाणे न श अ क र योना जोशिमणी न श अ क र योना 24/3/15 न नोद कंगले दिवने प्रमाणे

जोशिमणी शेठान्ण माधुसोड वगालेने जोशिमणी नोद तपतये न श अ क र योना जोशिमणी न श अ क र योना 24/3/15 न नोद कंगले दिवने प्रमाणे



नोद तपतये न श अ क र योना जोशिमणी न श अ क र योना 24/3/15 न नोद कंगले दिवने प्रमाणे

Note- This is a true copy of the extract of P. R. Card which forms part of this office record and the area of the property referred to there in is 1.3260

Superintendent,  
Land Records (BSD) Bombay.





पारमलेख्या रजिस्टर काडतीत उतारा.

तिथी तर्हे ----- ताक्या अदी : विस्था - सुई उपनगर सुई.

तिथी तर्हे नंबर	क्रेडिट पी. मीटर	सतता प्रकार	सरकारने मरलेल्या सा-पाचा अथवा खाद्या तपशील व तो वेव्हा बदला-व्याचा.
९२३	३२६६६-२ २१५५३-७ २१११२-५	C-1	

घडीवाटीचे हक्क :-

सन १९६६ मध्ये घोरप करपा-यचे नसि/हक्क खाता प्राप्त झाला (बोपटी तपास लागला तोपटी)

पट्टेदार :-

कार बोधे :-

कार भेद :-

सारीव (१)	व्यवहार (२)	व्हाल्युमनंबर (३)	नविन पारमलेख्या-पाचा (५) अथवा कार बोधे संख्या(६) (५)	साहीदार (५)
२१३१५	नगर म. बा. क. र. यांचा कादेश क्र. ६२२-१५ दि. २५/१०/५५ व नोटे क्र. २१३१५ प्रमाणे.	३०५	(५) मे डोगीमरा मंडळ मेट. क्र. २१३१५ प्र. क्र.	सहीद-अ.क. १६१४१०६ नि.मि.पु.अ.म. न.प.क.म.प.प.

(ह.सा.प.)



३/१५/५५ मा. अडी डी. डेप्युटी कमिश्नर डोगीमरा मंडळ कादेश क्र. ६२२-१५ दि. २५/१०/५५ व नोटे क्र. २१३१५ प्रमाणे. नविन मिडकल परीक्षा आडलेमे २१५५३-७ मी. नि. डोगीमरा मंडळ मेट. क्र. २१३१५ प्र. क्र.

१९३७  
०१ जानेवारी १९५५  
०२ फेब्रुवारी १९५५  
०३ मार्च १९५५  
०४ एप्रिल १९५५  
०५ मे १९५५  
०६ जून १९५५  
०७ जुलै १९५५  
०८ ऑगस्ट १९५५  
०९ सप्टेंबर १९५५  
१० ऑक्टोबर १९५५  
११ नोव्हेंबर १९५५  
१२ डिसेंबर १९५५



सरपंच प्रतिनिधि

Note- This is a true copy of the extract of P. R. Card which forms part of the office record and the ... of the property referred to ...  
Twenty one thousand one hundred and four point five only  
which has been ...  
Superintendent  
P. R. Card Records (B.S.D. number)

R



भातपलेच्या रजिस्टर बाड गिने उतारा.

मिती तय्ये - जोशिवर - तासुका जेरी : जिन्हा - मुम्बई उपनगर मुम्बई.

मिती तय्ये नंबर	हेक्क पी. मीटर	तरता प्रकार	तरकारता भरतेल्या ना-वाचा उद्योग किंवा तय्योन व तो हेक्टर रकत-वाचा.
E22	24423-0 -30304-3 98926-6	C-1	

पहोवाटीचे हक्क :-

सन १९६६ च्या धोरण करणा-याचे नांव/हक्क क्ता प्राप्त झाला (बोपली तय्योन तागता तोपली)

पट्टेदार :-

झार बाये :-

झार शें :-

तारीख	व्यवहार	पट्टासुचनंबर	नविन धारकरता-वाचा (य) ज्यावा झार बाये जत्कारा(ई)	तारीखदार
(1)	(2)	(3)	(4)	(5)
29/3/69	नागर भूसागण व क. व सोसा कावेरा रु. लोमिका नं २६ ए-२५ दि. २५/३/६९ च कोर्ट काराये दि. ३०/३/६९ आदेश		(य) मे लोमिका रु. लोमिका कं. प्र. लि	मिती-४४४ 16-4-85 मि. नि. मु. उ. नं. १४४/६६. मु.

(ए. मा. न.)



अप्राप्त या मीती नि देवली

कोकरत उरीपी पावे

कोकरत उरीपी नं. (NDC/LNO/14008 OF 11-7-85) ना विभाजन कोकरत

व मा नं १६ अ. र. सोसा कावेरा रु. लोमिका नं २६ ए-२५ दि. २५/३/६९

नविन धारकरता-वाचा नं २६ ए-२५ दि. २५/३/६९

नविन धारकरता-वाचा नं २६ ए-२५ दि. २५/३/६९

मिती-४४४  
20/2/85  
मि. नि. मु. उ. नं. १४४/६६. मु.

Handwritten notes and signatures in Marathi, including a date '१९३६' and various official markings.



अस्य प्रतिलिपि

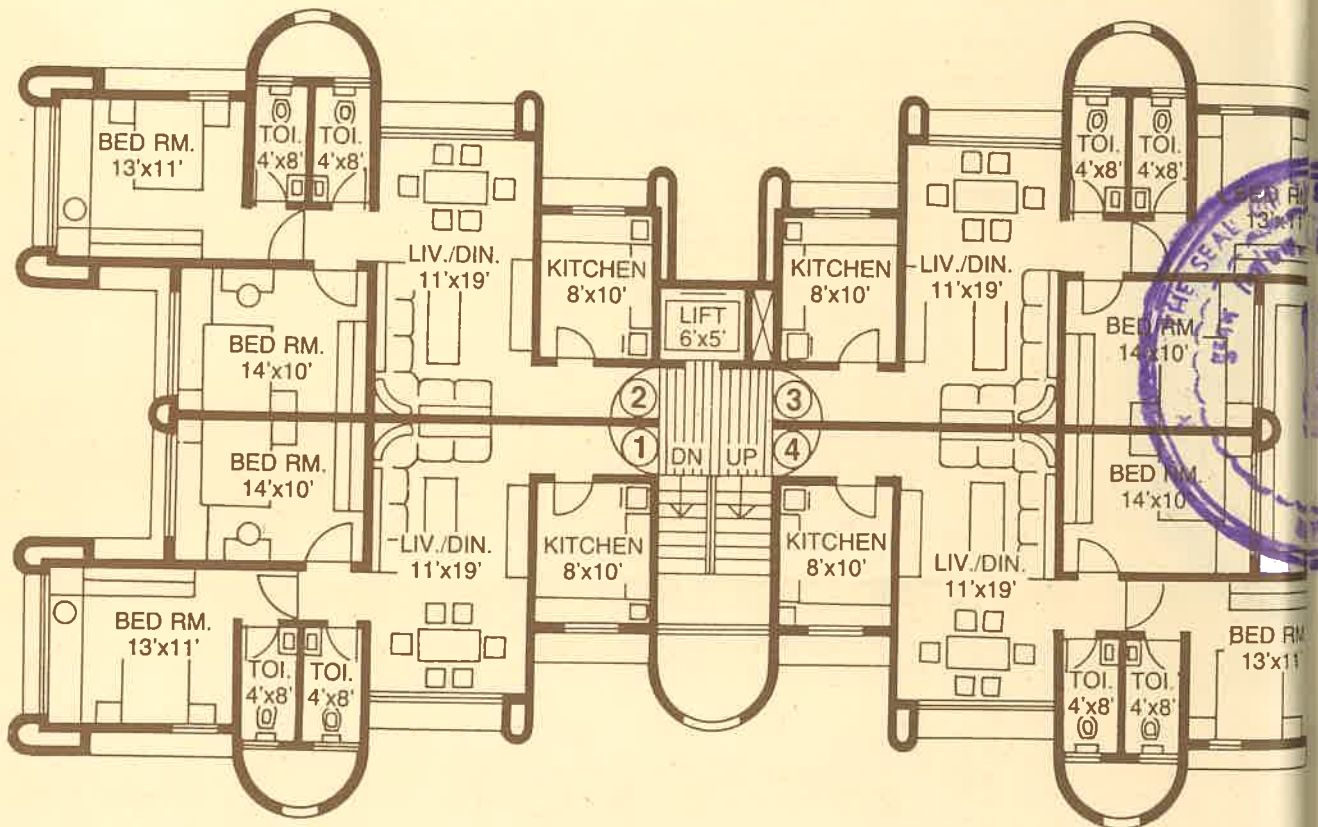
जिल्हा निरीक्षक, भूमि अन्वेषण व धावा नगर भूसागण अधिकाारी क. व मुम्बई उपनगर, मुम्बई

Note: This is a true copy of the extract of P. R. Card which forms part of this office record and is a copy of the property rate card...  
Superintendent  
Of Land Records (BSD) Bombay



## ANNEXURE "C" – FLOOR PLAN

### 'A' TYPE BLDG.

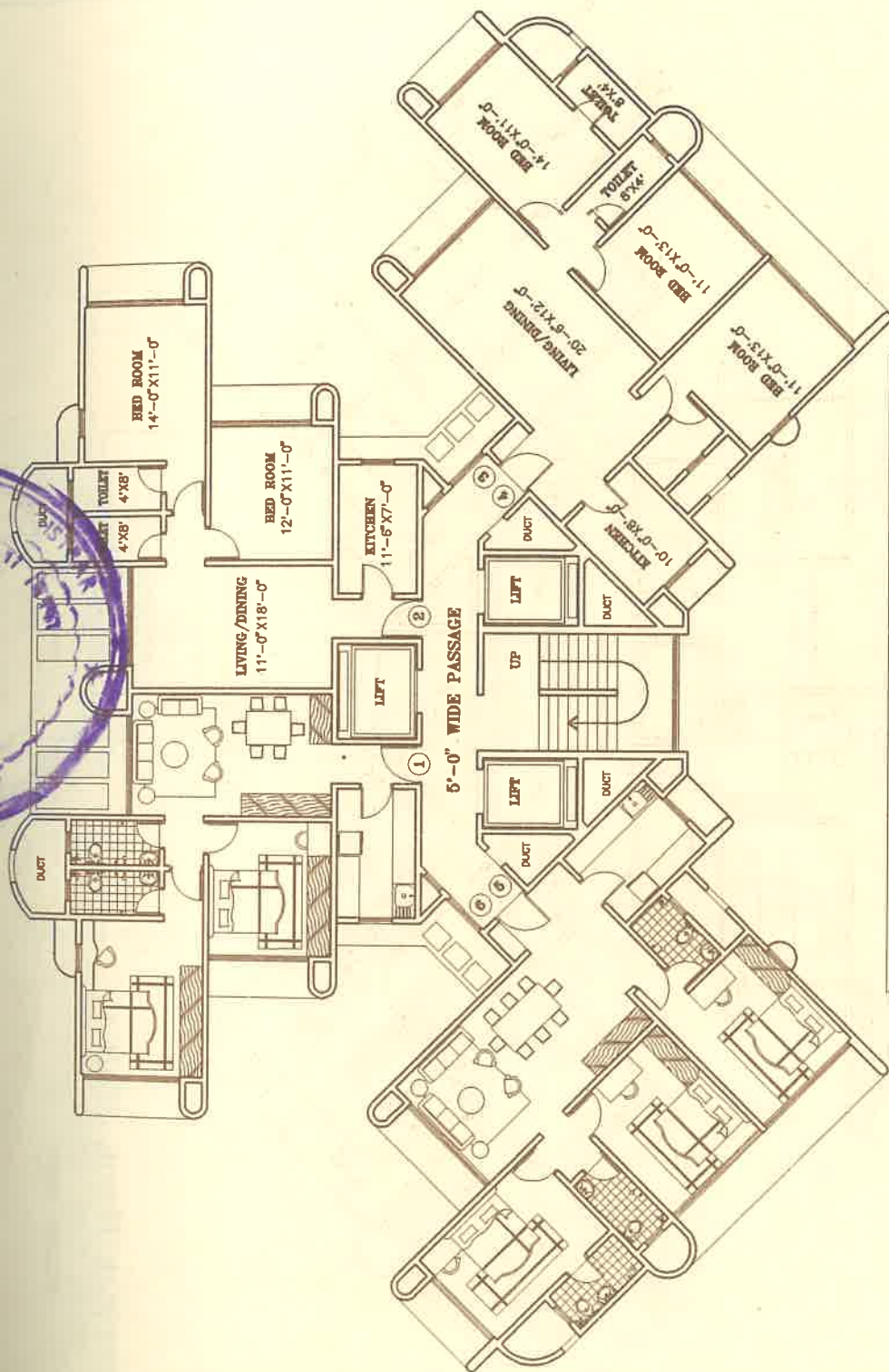


**TYPICAL FLOOR PLAN**  
(FIRST TO SEVEN FLOORS)

#### SALEABLE AREA

FLAT NO.	AREA IN SQ.FT.
1,2,3,4	850

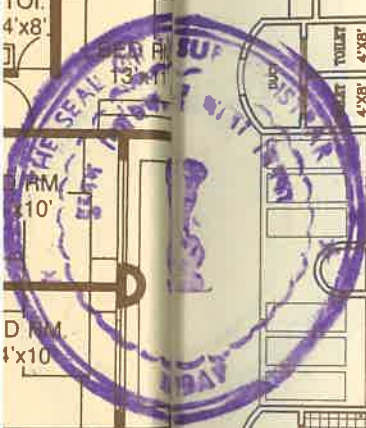


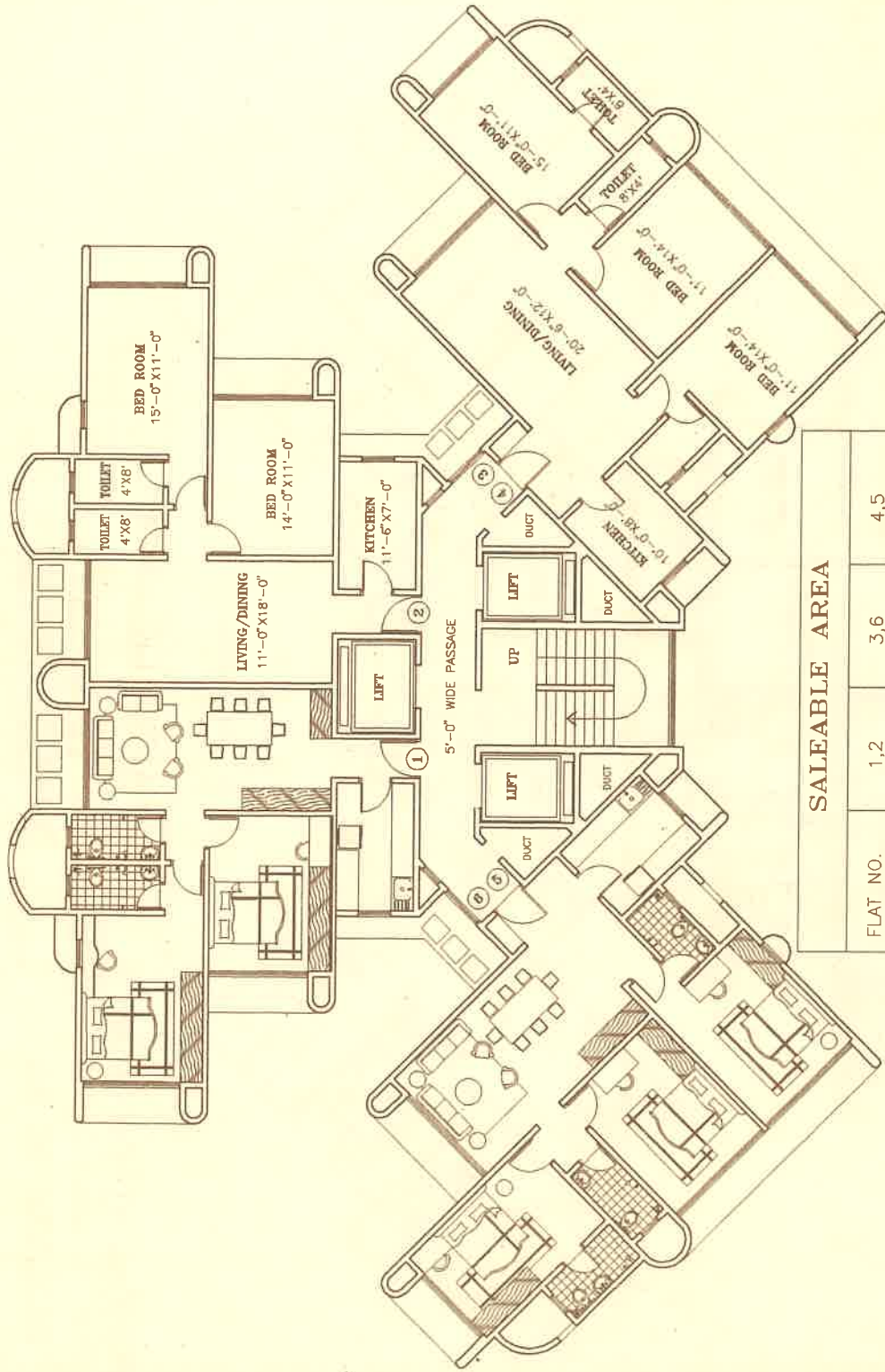


SALEABLE AREA			
FLAT NO.	1,2	3,6	4,5
AREA IN SFT.	915	810	420

**TYPICAL FLOOR PLAN**  
 (1st TO 10th FLOORS)  
**BUILDING NO. 28**

TOILET 4'x8'  
 AM 10'  
 D RM 4'x10'  
 BED RM 13'x11'





SALEABLE AREA			
FLAT NO.	1, 2	3, 6	4, 5
AREA IN SFT.	1010	835	435

TYPICAL FLOOR PLAN  
 (ABOVE 11TH. FLOOR)  
 BUILDING NO. 2B

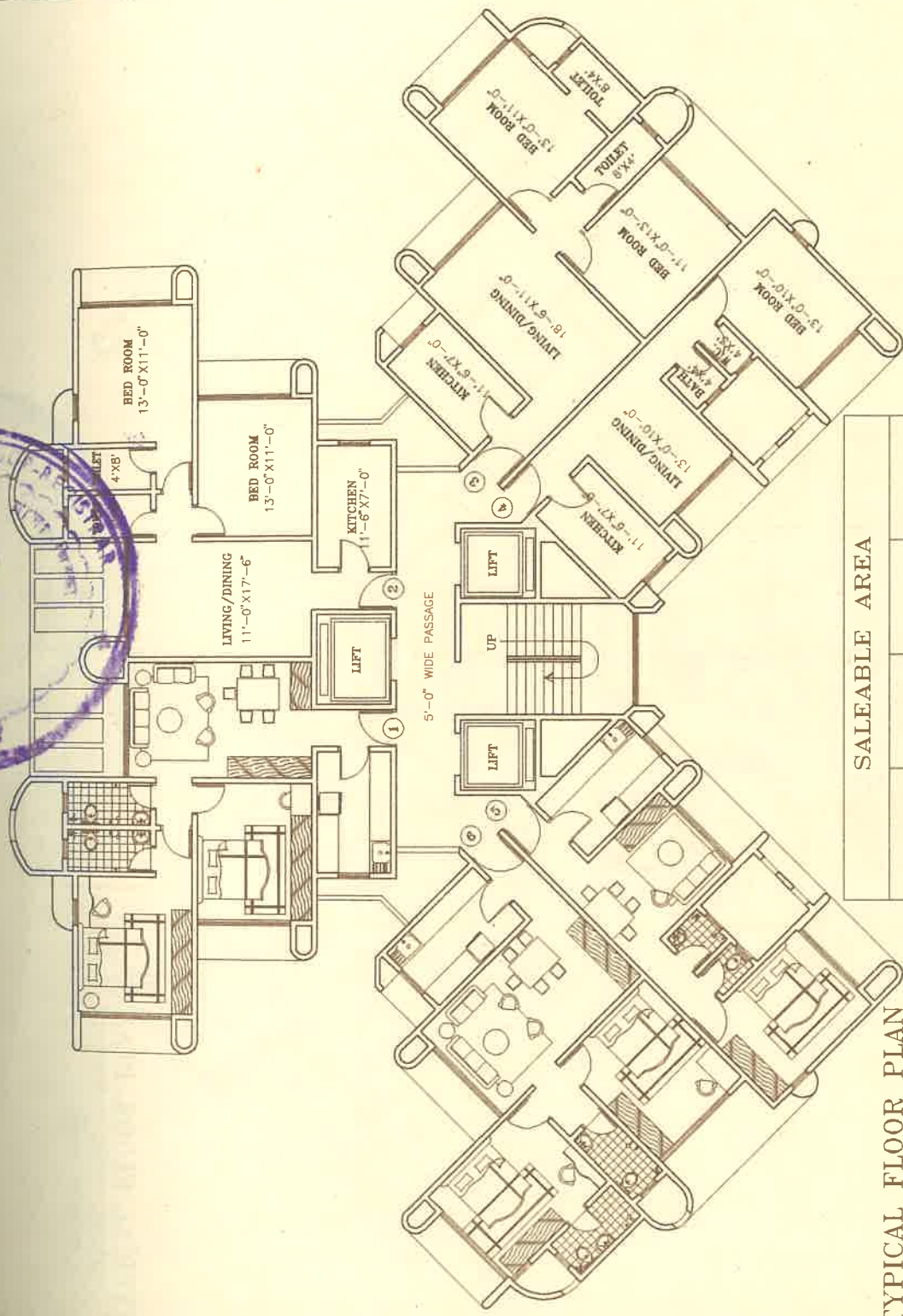






AREA IN SFT.	1010	835	435
--------------	------	-----	-----

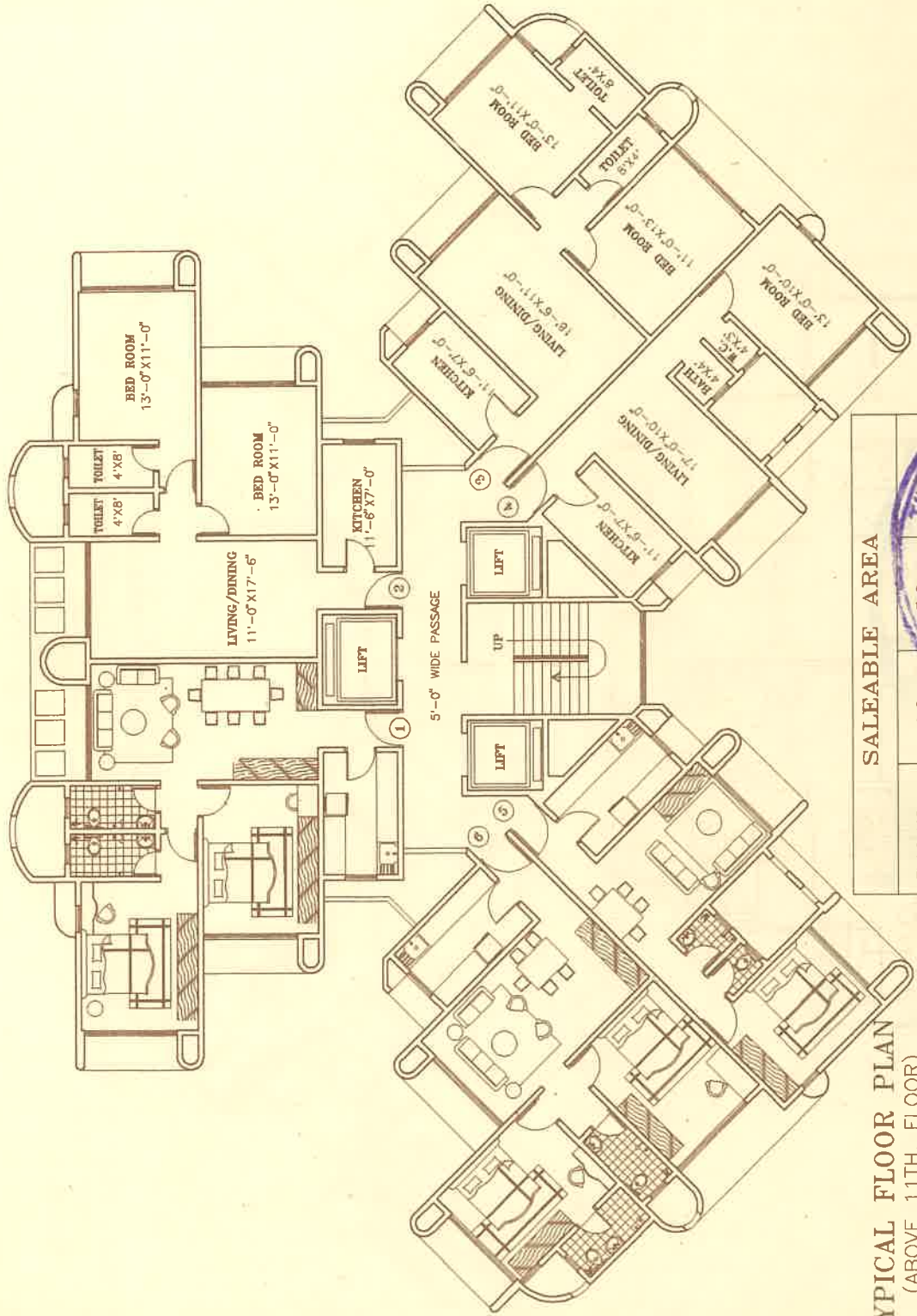
**TYPICAL FLOOR PLAN**  
(ABOVE 11TH. FLOOR)  
BUILDING No(28)



SALEABLE AREA			
FLAT NO.	1,2	3,6	4,5
AREA IN SFT.	900	900	560

**TYPICAL FLOOR PLAN**  
(1st TO 10th FLOORS)  
BUILDING No(29)





SALEABLE AREA			
FLAT NO.	1, 2	3, 6	9, 40
AREA IN SFT.	980	940	610

TYPICAL FLOOR PLAN  
 (ABOVE 11TH, FLOOR)  
 BUILDING NO. 29

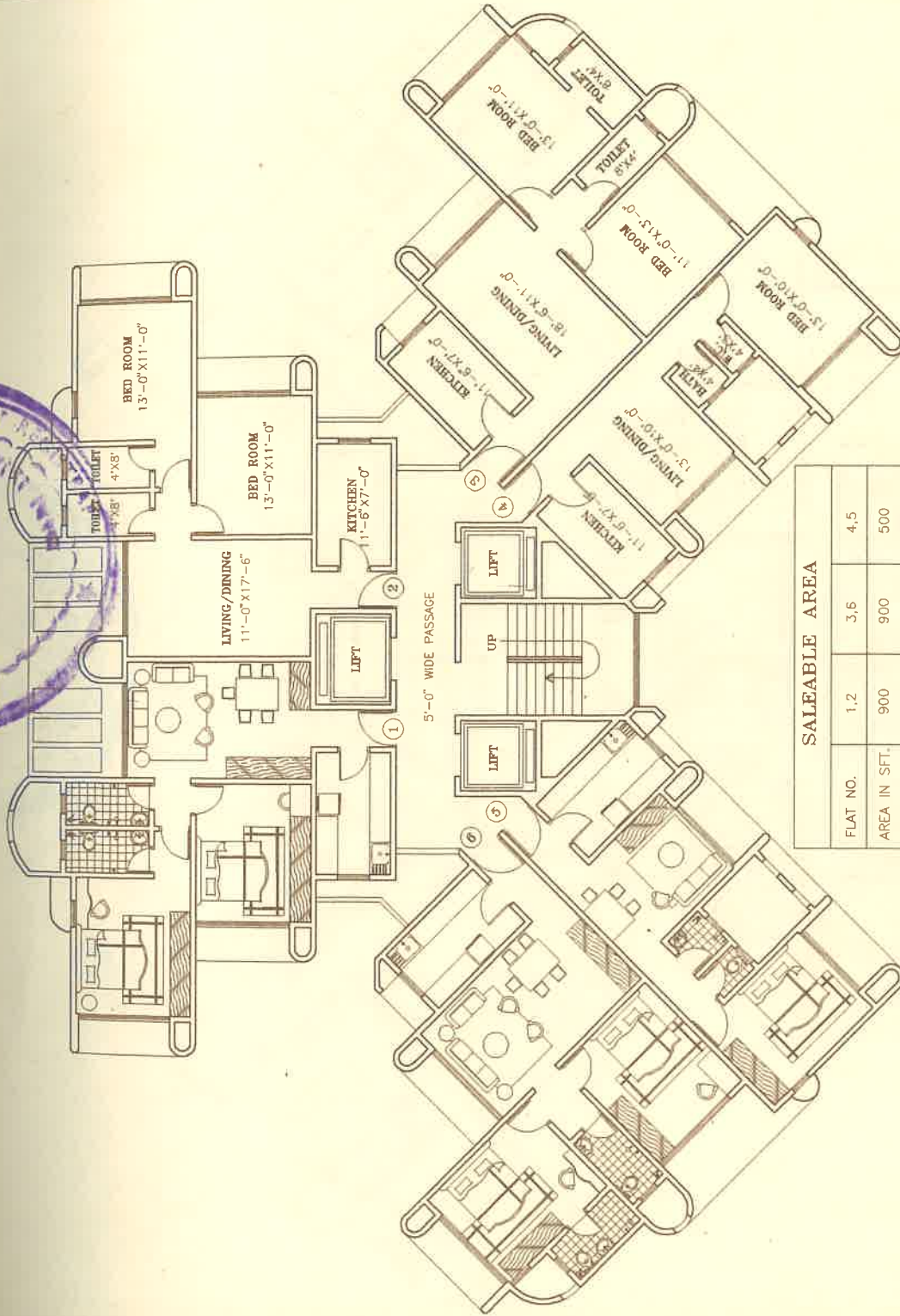




TYPICAL FLOOR PLAN  
(ABOVE 11TH FLOOR)  
BUILDING NO(29)

SALEABLE AREA

FLAT NO.	1,2	3,6
AREA IN SFT.	980	940

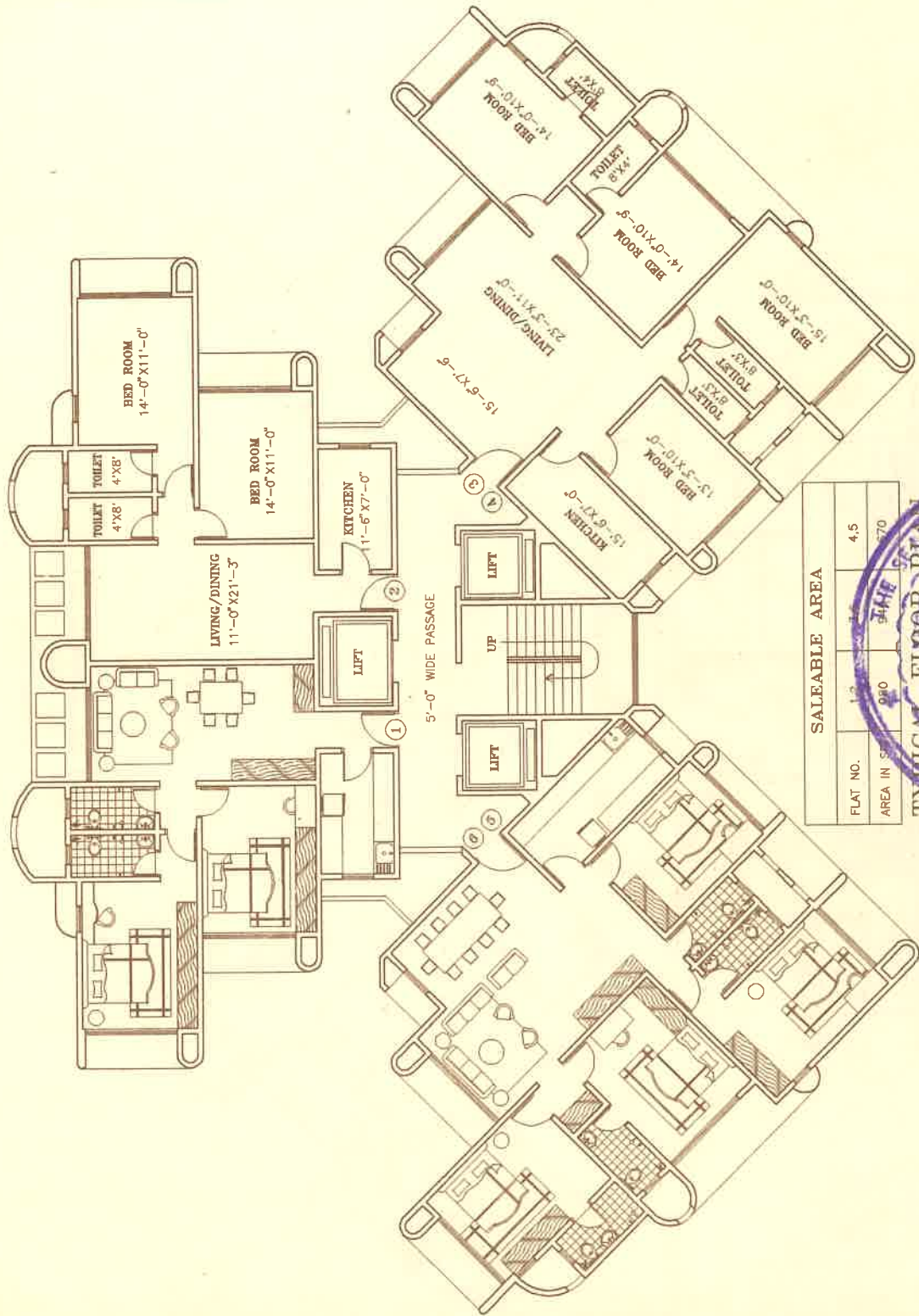


SALEABLE AREA		
FLAT NO.	1,2	3,6
AREA IN SFT.	900	500

TYPICAL FLOOR PLAN  
1ST TO 10TH FLOOR

BUILDING NO(30)





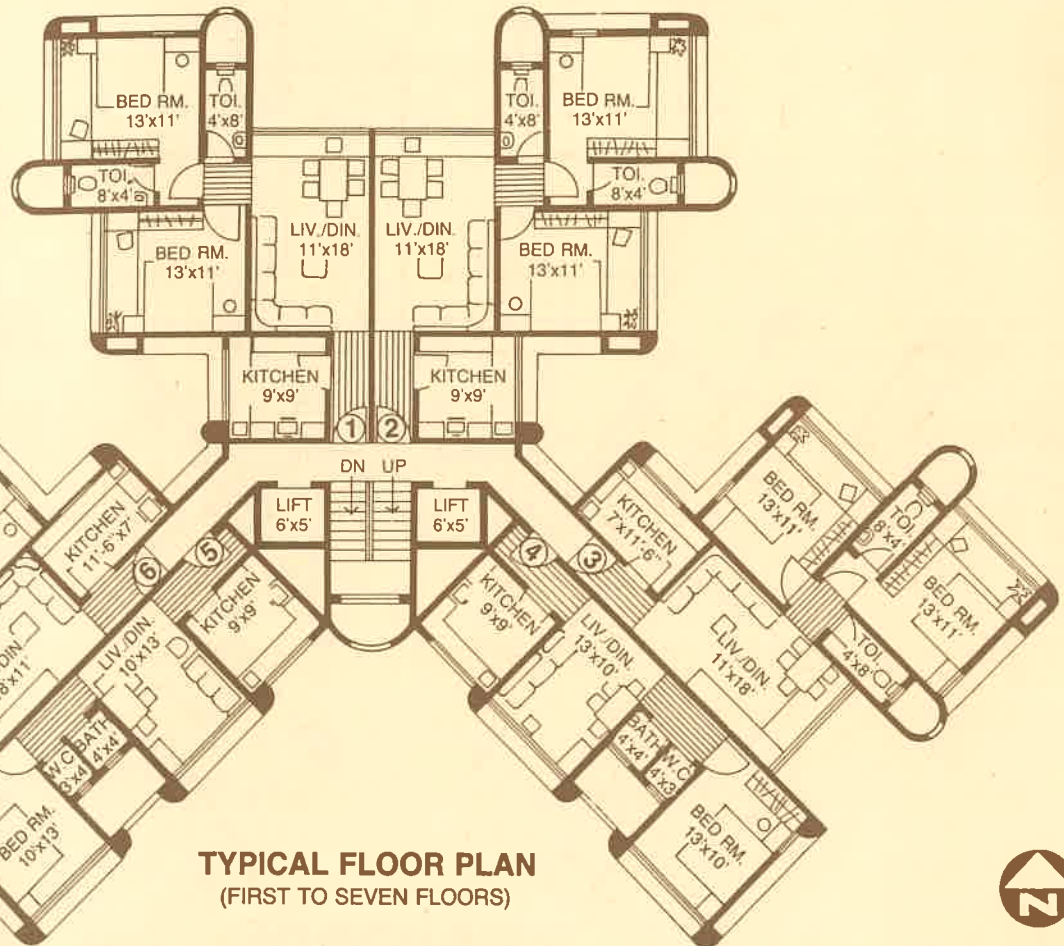
SALEABLE AREA	
FLAT NO.	4.5
AREA IN S.	980

TYPICAL FLOOR PLAN  
 ABOVE 11TH FLOOR  
 BUILDING NO. (30)





**'B' TYPE BLDG.**



**TYPICAL FLOOR PLAN**  
(FIRST TO SEVEN FLOORS)

**SALEABLE AREA**

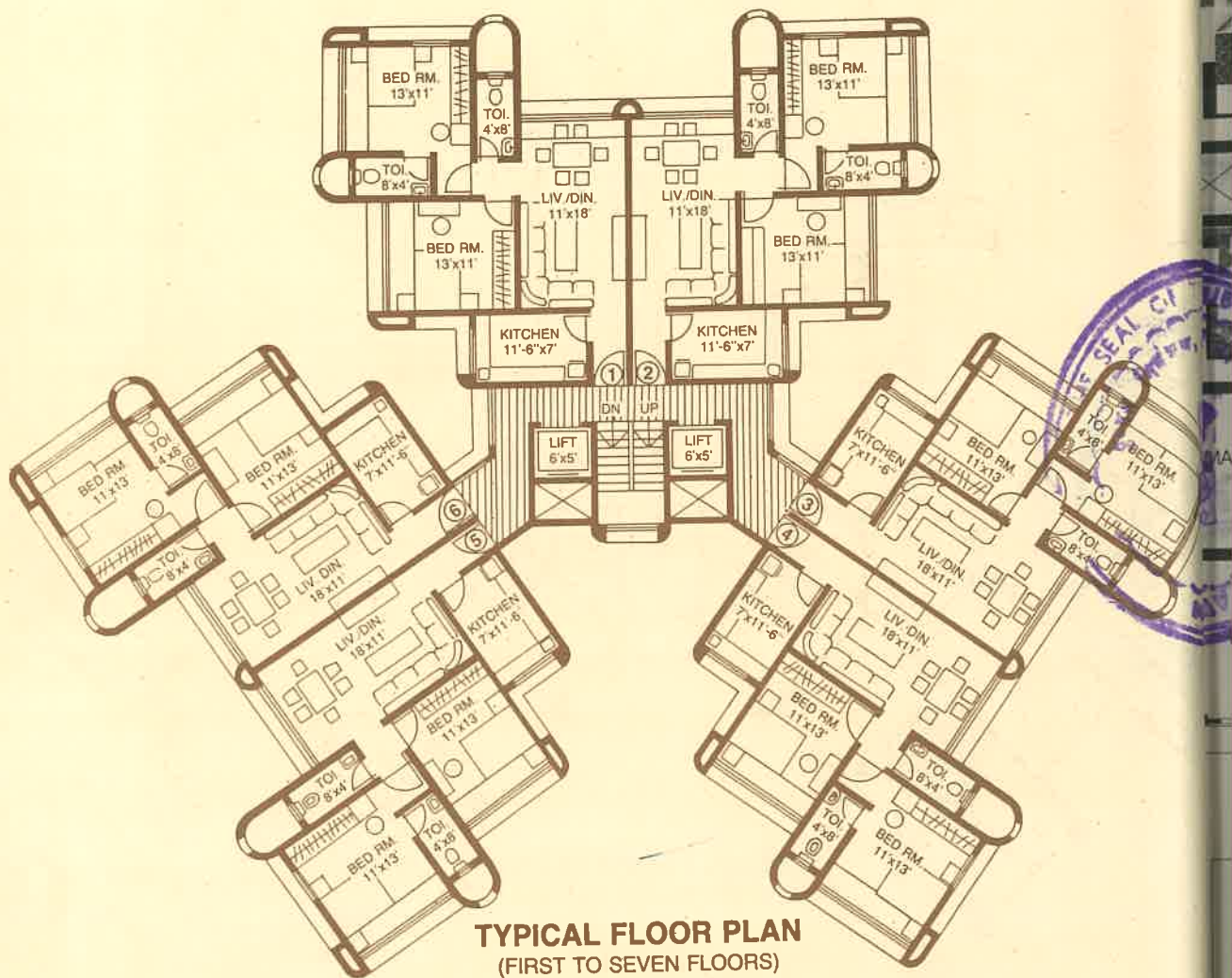
FLAT NO.	AREA IN SQ.FT.
1, 2	860
4, 5	535
3, 6	865

FLAT NO. 4, 5  
AREA IN SQ. FT. 860, 535  
TYPICAL FLOOR PLAN  
NO. 11TH FLOOR  
BUILDING NO. 30





## 'C' TYPE BLDG.



**TYPICAL FLOOR PLAN**  
(FIRST TO SEVEN FLOORS)

### SALEABLE AREA

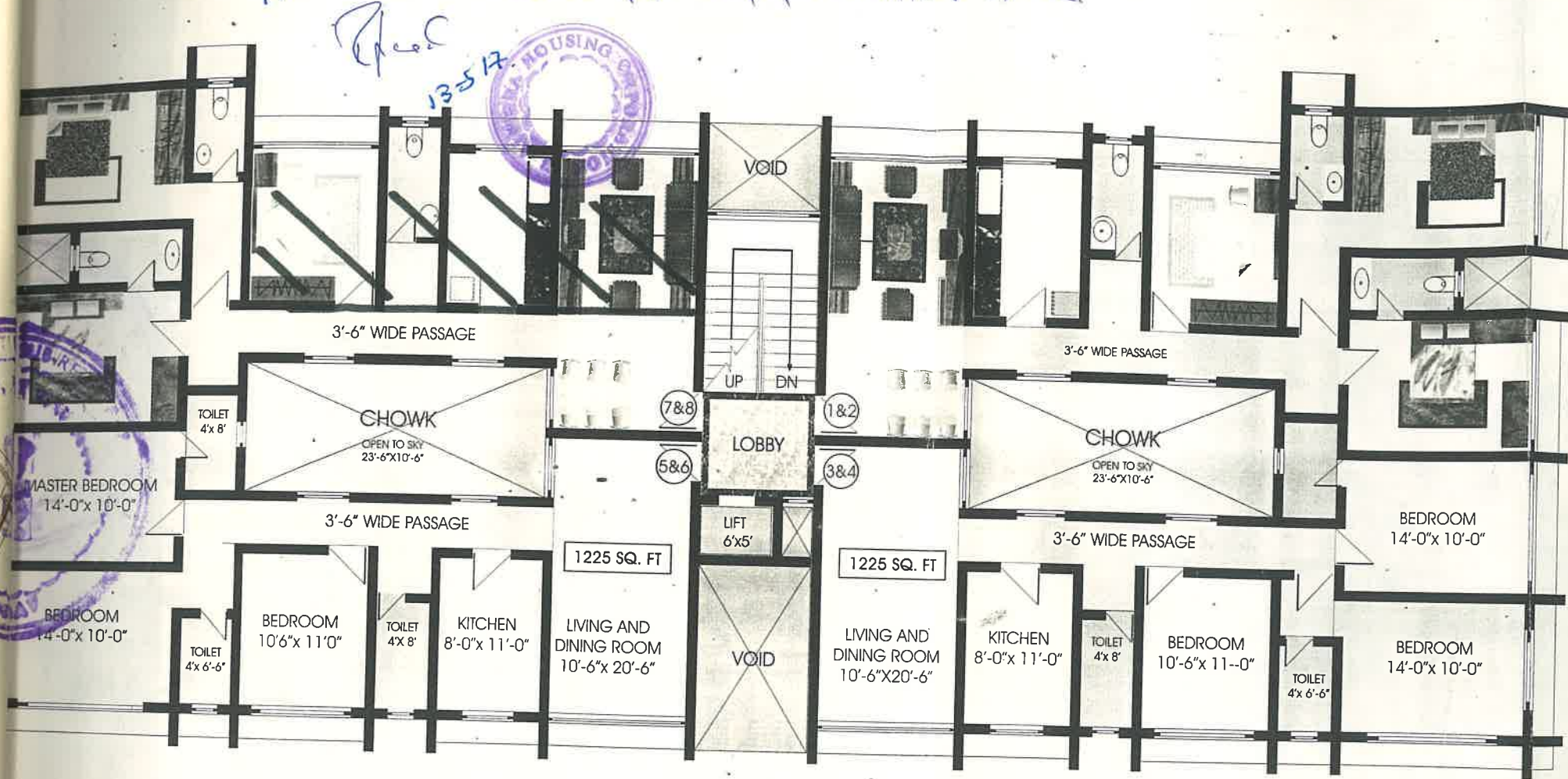
FLAT NO.	AREA IN SQ.FT.
1 TO 6	860





C  
TYPE

Bldg No. C-33, SUNRISE  
RAMESH 807, FLOOR 8TH,  
Area: 600' SQ. FT. (Super Building)  
13.5# Equivalent to 480' SQ. FT. Building Area



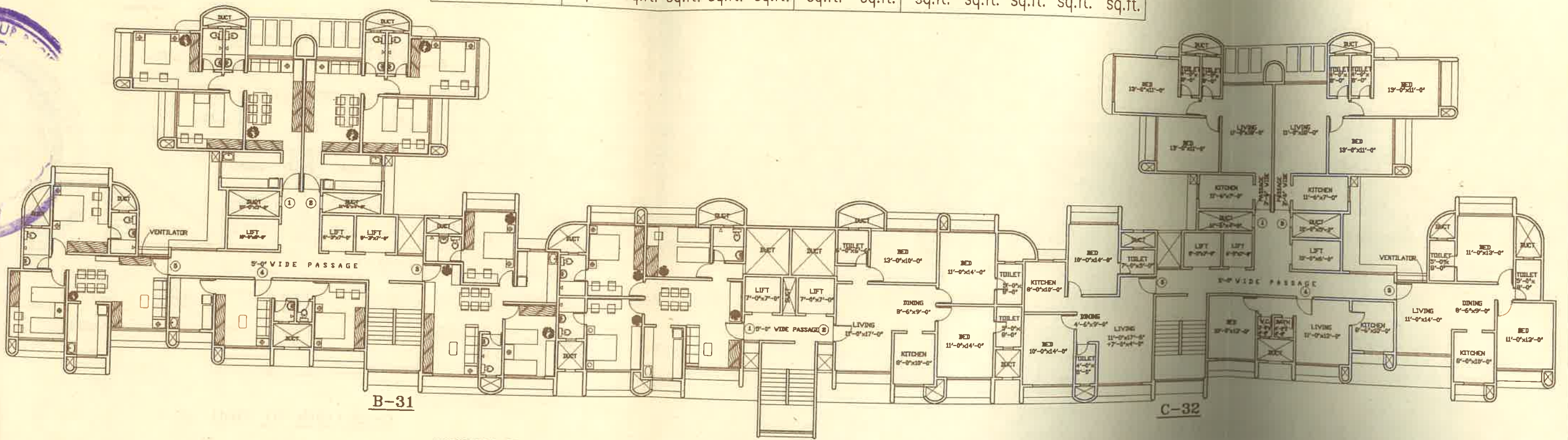
BUILDING NUMBER C 33 TYPICAL FLOOR PLAN (1ST TO 8TH FLOOR)	SALEABLE AREA 3 BHK	FLAT No. 1&2	FLAT No. 3&4	FLAT No. 5&6	FLAT No. 7&8
		1225 Sq. Ft.	1225 Sq. Ft.	1225 Sq. Ft.	1225 Sq. Ft.







WING	AREA STATEMENT											
	B-31					T-38		C-32				
FLAT NO.	1	2	3	4	5	1	2	1	2	3	4	5
SALEABLE AREA IN SQ. FT.	925 sq.ft.	925 sq.ft.	925 sq.ft.	565 sq.ft.	925 sq.ft.	1270 sq.ft.	1270 sq.ft.	925 sq.ft.	925 sq.ft.	925 sq.ft.	565 sq.ft.	925 sq.ft.



TYPICAL FLOOR PLAN  
(1st TO 18th FLOOR)  
 BUILDING NO. B-31, T-38 & C-32



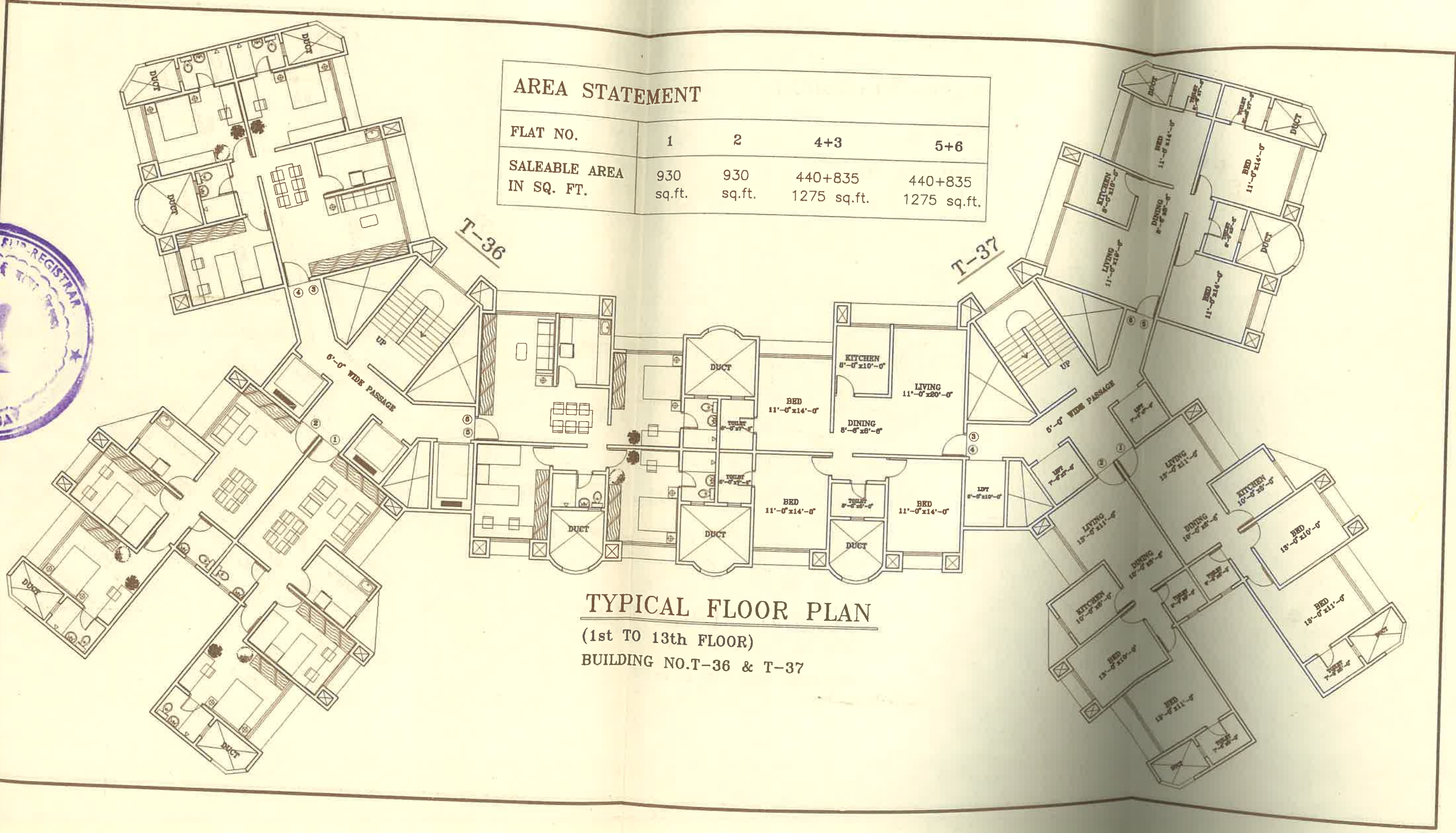






### AREA STATEMENT

FLAT NO.	1	2	4+3	5+6
SALEABLE AREA IN SQ. FT.	930 sq.ft.	930 sq.ft.	440+835 1275 sq.ft.	440+835 1275 sq.ft.



### TYPICAL FLOOR PLAN

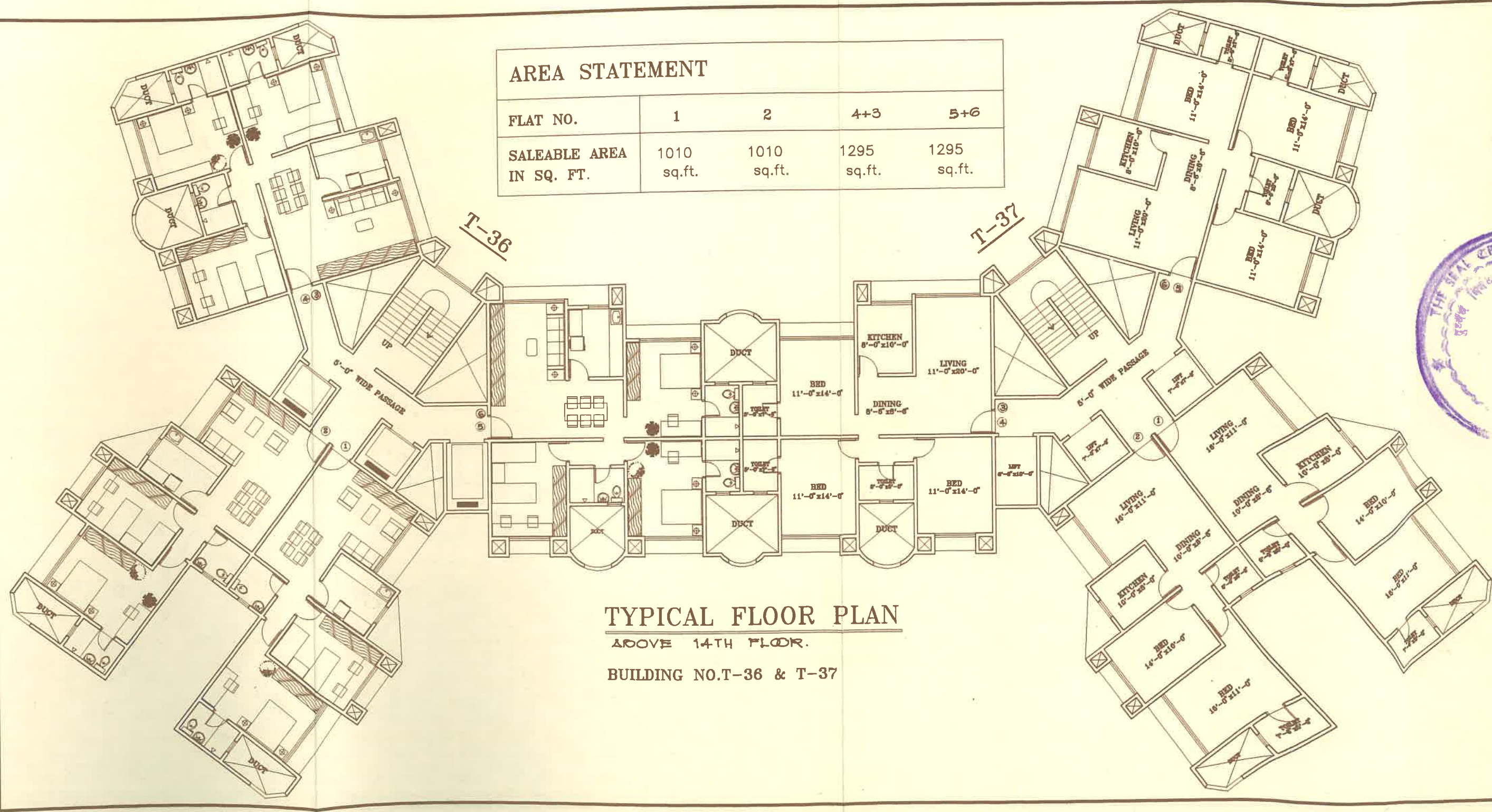
(1st TO 13th FLOOR)  
 BUILDING NO. T-36 & T-37







AREA STATEMENT				
FLAT NO.	1	2	4+3	5+6
SALEABLE AREA IN SQ. FT.	1010 sq.ft.	1010 sq.ft.	1295 sq.ft.	1295 sq.ft.



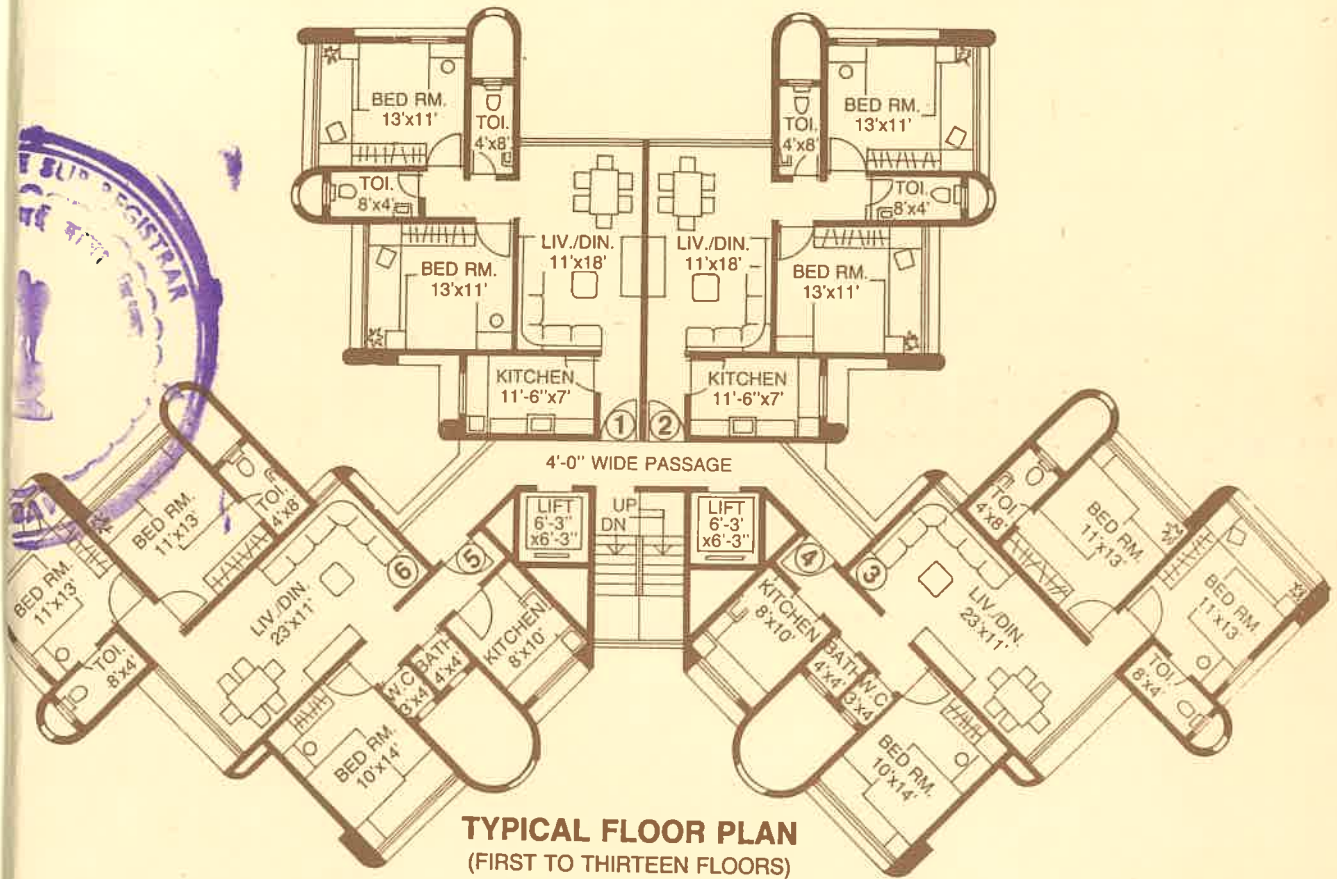
**TYPICAL FLOOR PLAN**  
 ABOVE 14TH FLOOR.  
 BUILDING NO.T-36 & T-37







**'T' TYPE BLDG.**



**TYPICAL FLOOR PLAN**  
(FIRST TO THIRTEEN FLOORS)

**SALEABLE AREA**

FLAT NO.	AREA IN SQ.FT.
1,2	875
3,4,5,6	1195



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

SIGNED SEALED AND DELIVERED )  
by the withinnamed DEVELOPERS )  
M/S. AJMERA HOUSING CORPORATION ) FOR AJMERA HOUSING CORPORATION

13-5 Ajmera

in the presence of... )  
)  
)  
)



Vivek Prasad  
Prasad

SIGNED SEALED AND DELIVERED )  
by the withinnamed PURCHASER )  
Shri/Smt/Miss VIVEK )  
RATNESHWAR PRASAD & )  
RATNESHWAR RAJESHWAR )  
PRASAD )  
in the presence of... )  
)



CASE NO. :

COUNTER CODE 1

मूळ प्रत  
ORIGINAL COPY

DATE: 10/04/2001

RECEIPT NO. 6

(अहस्तांतरणीय)  
(NOT TRANSFERABLE)

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

MUMBAI

ठिकाण/Place

दिनांक, Date

10/04/2001

VIVEK R. PRASAD

Received from

याच्याकडून/

Only

₹ /Rs.

रुपये/ Rupees

Seventy Two Thousand

102-(11)

On account of

याकरिता सांगतः

mode of Payment : PO

NO: 7610 400240010

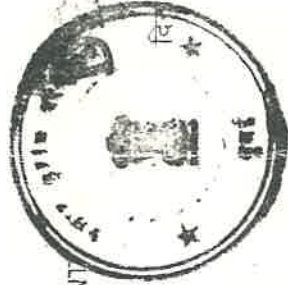
HDFC BANK LTD. PALI HILL, MUMBAI-50

ADJUSTED ON : 10/04/2001

रोखपाल व लेखपाल

Cashier or Accountant

पदाधिकारी, मुंबई शहर  
(पदनाम/Designation)



DEBITED

पीबबज ११११/२००१



अनुक्रमांक नंबर  
सन २०११ महिन्याचे  
तारखेस ११ व  
वाजण्याचे दरम्यान दुय्यम निबंधक  
मुंबई यांचे कार्यालयात हजर केला.

खालील प्रमाणे फी मिळाली  
नोंदणी फी १४१०  
शेरे १  
नक्कल ( फोलिओत ) २  
जादा ( कलम ३० प्रमाणे ) ३०  
जादा नक्कल ( कलम ६७ ) २  
रुजवात २०  
यादी ४१  
फाईलिंग १२  
टपाल

Virendra Prasad

Signature

एकूण १२५०

Signature

दुय्यम निबंधक, मुंबई.

सुद्धर दस्तातील मिळकत वार्ड क्र. १२०/१२

मौज: ... या दस्तातील मिळकतीचे बा. भावाप्रमाणे  
मुल्यांकन केले असता बा. भाव किंमत रु. १४१५५००/-

[अक्षरी ... येत असून त्यावर योग्य सु. शु. व नों. फी भरलेली आहे.]

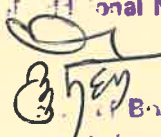
दि. १ ... दुय्यम निबंधक मुंबई (उपनगर)







Registered No. PBBJ 1412/2001 at pages 107-145  
 Volume 3869 Serial No. 107-145  
 No. 1  
 Date 19/11/2001  
21/11/2001

  
 Registrar, Bombay  
 in the power  
 of a special act except that  
 of hearing appeals

10/11/01  
 10/11/01





पीबबज १२१२४२००१

Village... OSHIWARA

Stamp Duty Rs. 72,000/- 10/4/01

Agreement for Sale/ 10/4/01

Value... 13,50,000/-

Registration fees Rs. ....

14160

97

14267

3869

107-145

~~3869~~ 97709

928

2918

AL. 913.

10605 10/10/19 10/10/19

DATED THIS 10TH DAY OF APRIL 1957

9092/2007

**M/s. AJMERA HOUSING CORPORATION**

DEVELOPERS

AND

PURCHASER

**AGREEMENT FOR SALE**

Of Flat/Shop

No. 807 on 8th floor

of the Building on Proposed Plot No. 53

at SHASTRI NAGAR  
Off J.P. Road, Andheri (W), Bombay 400 058.

39

ADVOCATE

SHRI G.A. TRIVEDI  
ADVOCATE, HIGH COURT  
59, Bombay Samachar Marg,  
Sonawala Building,  
Fort, Bombay 400 023.

10605