

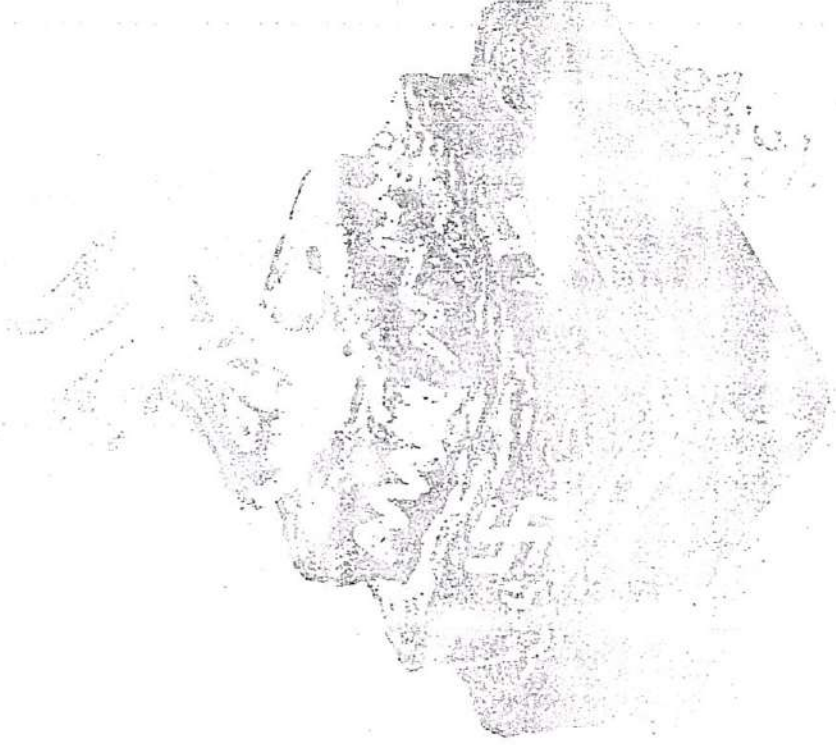
BLESSED ARE THOSE WHO LIVE HERE

LAKSHACHANDI APARTMENTS

GOKULDHAM

B 603 A

(9/2)



AGREEMENT FOR SALE



Thursday, October 16, 2003

1:36:42 PM

पावती

Original
नोंदणी 39 म.
Regn. 39 M

पावती क्र. : /618

दिनांक 16/10/2003

गावाचे नाव सिडोरी

दस्तावेजाचा अनुक्रमांक वदर२ - 07574 - 2003

दरता देवनाथ प्रदांर कसल००००

सादर करणाऱ्याचे नाव: महेश अवणकुमार कंडोबा

नोंदणी क्र.

:- 12580.00

नक्कल (अ. 11(1)), पुढांकनाची नक्कल (अ. 11(2)),

:- 1000.00

सज्जात (अ. 1१) व अंमयाचेतण (अ. 13) -> एकत्रित फी (50)

ए. मूज रु.

13580.00

आपणास हा दरता अंदाजे 1:51PM हा वेळस मिळेल

दुय्यम निवधक
सह. दुय्यसर्व्णि मालाकरीवली-१;

वाजार मुल्य: 1257481 रु. मोबाइल: 977400४ मुमई २५ नगर लिखा.

भरलेले मुद्रांक शुल्क: 54250 रु.

DECLERED

GENERAL STAMP OFFICE
 100/101, FORT ROAD

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.: 126

Receipt Date: 09/10/2003

Received From:

MR MAHESH SHARWANGUDAR HADIA & ORS

On Account of:

102-111
 MHADA Counter No.: 7

Mode of Payment

DD/D/D/CHQ/
 BSI-Challan No.

RECEIVED
 Bank of India
 Branch

Amount
 (In Rs.)

Avon
 Code

₹ 0

514 19797.000

₹ 0

51250.00

Bank

Name : HDFC BANK LTD.

Branch

Name : GOREGAON (EAST), MUMBAI - 400 063



RECEIVED
 BANK OF INDIA

Case No.:

Lot No.:

Lot Date:

Total D. O.

Sl. No.

Description of Stamps /
 Franking

Quantity

Particulars

Amount
 (In Rs.)



514-2
 64519
 RECD

Total

Rs.: 51250.00

Fifty Four Thousand Two Hundred and Fifty

Address: Only

Total

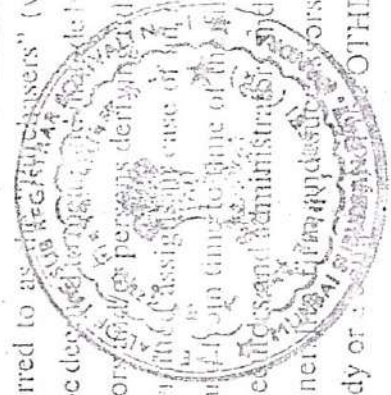
Cashier / Accountant

Signature / Designation

[Signature]

AGREEMENT FOR SALE

(A) This Agreement to sell is made and entered into at Mumbai this 10th day of October in the Christian year Two Thousand and 1963 between M/s. Dynamix Developers (erstwhile Shree Mahesh Corporation), a Partnership Firm registered under the Indian Partnership Act, 1932 and having its office at Conwood House, Yashodham, Gen. A. K. Vaidya Marg, Goregaon (East), Mumbai 400 063, hereinafter referred to as the "Developers" (which expression shall unless repugnant to the context or meaning thereof deem to mean and include the said Firm, its partners for the time being, his/heir/their respective heirs, administrators, executors and assigns and the survivor/s of them) of the ONE PART; AND Mr./Mrs./ Messrs Mahesh Sharan Kumar Kedia & Sharwan Kumar Kedia B-403 Memanwadi II Goregaon hereinafter referred to as the "Purchasers" (which expression shall so far as the context admits be deemed to include his/heir/their respective heirs, executors and administrators) of the OTHER PART; AND Mr./Mrs./ his/heir/their permitted assigns under or through him/her/their permitted assigns in case of their death and the survivor/s of them and the heirs, executors and administrators, and permitted assigns of the last survivor in case of partner/s of the firm and survivor or survivors of them incorporated body or Memorandum of Association of the OTHER PART.



(B) M. K. Kedia (1)

Stamp: 10/10/63
Signature: Sharan Kumar Kedia
Text: 10/10/63

R.No. 126
P.O. Mahesh Sharan Kumar Kedia
OFFICE TOWN HALL FORT, MUMBAI
REGD. NO. 0054250 / FD 10 60
MUMBAI
2008.
Jt. SUPERINTENDENT OF REGISTRATION
MUMBAI

(a) M/s. Conwood Investment Co. Pvt. Ltd., are the Owners of the property situate at Village Dandoli and Chindoli measuring 2.25,478.74 sq.mtrs or thereabout and more particularly described in the First Schedule hereunder written (hereinafter referred to as the said "Larger Property")

(b) M/s. Conwood Construction Co. Pvt. Ltd., and its associate companies, as the Developers, have time to time acquired development rights in respect of the entire FSI comprised in the said Larger Property including the reservations therein and since 1975-76 and onwards the said Larger Property is developed and the entire FSI potential is utilised and consumed. During the course of the development on the said Larger Property, further lands owned by M/s. Estate Investment Co. Pvt. Ltd., comprised in Survey No.36, are particularly described in the Second Schedule hereunder written was exempted for development. Certain Kuls of M/s. Estate Investment Co. Pvt. Ltd., were declared as Owners on the 11th March 1999 in respect of part or portions of the property situate within Survey No.36 as well as adjoining Gokuldhani layout in Survey No.35 of Village Dindoshi. The associate companies of M/s. Conwood Construction Co. Pvt. Ltd., hold the rights for development thereof from the said Kuls declared as Owners of the property in their occupation.

(c) By Order dated 5th March 1999 and 9th March 1999, N.O.C. is obtained for joint development and amalgamation of the areas exempted under Exemption Orders granted to M/s. Estate Investment Co. Pvt. Ltd., and the said Kuls.

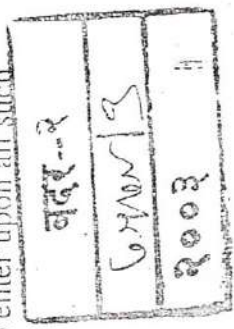
(d) The revised amalgamated layout of the properties comprised of the said Larger Property, Survey No.36 and the properties of the said Kuls is approved on 28.2.2000 by M.C.G.M. vide Order bearing Ref.No.CHE/475/LOP. Thereafter the relocations of the reservations within the revised layout are approved by M.C.G.M. on 22.8.2000 by Order bearing Ref.No.CHE/659/DP(WS)PR. The revised layout as per relocation of Reservations as aforesaid is approved by M.C.G.M. on 28.9.2000 by Order No.CE/475/LOP issued by Dy. Chief Engineer, Building Proposals (W.S.).

(e) From time to time the Full out of the said Larger Property is utilised and developed by M/s. Conwood Construction Co. Pvt. Ltd., and its associate companies in accordance with the development carried out there are various pockets of vacant land without any FSI potential of its own on account of the designs of amalgamation/sub-division and/or relocations of the reservations etc. Vacant plots of land are referred to as the said "Vacant Plots".

(f) M/s. Conwood Construction Co. Pvt. Ltd., by virtue of diverse agreements to the rights for exploitation and utilisation of the FSI potential as per provisions of the DCR 1991 in respect of the said Larger Property as also to enter upon all such



(1)  (2)



areas that are comprised of the said Vacant Plots within the said Larger Property. The Property admeasuring 13613 sq. mtrs. owned by M/s. Estate Investment Co. Pvt. Ltd., and more particularly described in the Third Schedule hereunder written is part and parcel of the said Vacant Plots. By virtue of understanding between M/s. Conwood Construction Co. Pvt. Ltd., and its associate company M/s. Aditya Construction Co. Pvt. Ltd., M/s. Conwood Construction Co. Pvt. Ltd., is also entitled to enter upon and utilise TDR potential in respect of 721.70 sq. mtrs. area (also a part or portion of said Vacant Plots in Gokuldham), more particularly described in the Fourth Schedule hereunder written. The total area aggregating to 14335.30 sq. mtrs. comprised in the Third and Fourth Schedule properties is hereinafter collectively referred to as the said "Plot" and shown on the plan annexed hereto as Annexure 'I' as bounded in Red coloured boundary line on the micro layout of the Revised Gokuldham layout

(g) M/s. Conwood Construction Co. Pvt. Ltd., as a Partner of the Developers, have contributed a part or portion admeasuring 6,267 sq. mtrs. or thereabout, out of the total area comprised in the said Plot (hereinafter referred to as the said "Sub-Plot A" and more particularly described in the Fifth Schedule hereunder written and shown as bounded in Red coloured boundary line on the plan of the said Plot annexed hereto as Annexure "II") as its capital contribution on the terms and conditions and for the consideration contained in the M.C.U. Deed of Partnership and Supplemental Deeds thereto (hereinafter for the sake of brevity collectively referred to as the said "Partnership Deeds"). Thus in accordance with the said Partnership Deeds, the Developers are entitled to develop and construct on the said Sub-Plot A to the extent of maximum of 2,00,000 sq. ft. buildable area. M/s. Conwood Construction Co. Pvt. Ltd., and/or its assigns and nominees shall remain entitled to deal with and dispose off the balance area admeasuring 8068.30 sq. mtrs. out of the said Plot (hereinafter referred to as the said Sub-Plot "B" on plan annexed hereto as Annexure "II" and shown in green colour boundary) at their sole discretion.

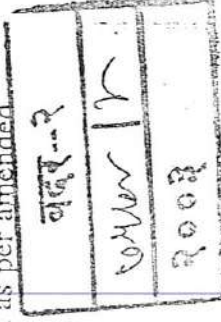
(h) By two separate Orders both dated 30.9.1980 bearing Ref.No.ADC/LND/D7979 the said Larger Property including the said Sub-Plot "A" and "B" has been permitted for N.A. use on the terms and conditions set out therein.

(i) The Title of the Owners in respect of the said Plot of Developers in respect of said Sub-Plot "A" forming thereof is certified by M/s. Daphary Ferreira & Diwan vide their Certificate of Title dated 4th May 2001, as marketable and free from reasonable doubt. Hereto annexed and marked as Annexure "III" is the copy of the said Certificate



November 2000 is duly indorsed for Commencement of Construct as per amended.

(10)  (3)



plans by MCGM on dated 8th June 2001. The Developers have accordingly commenced the construction of the said Building. The Developers have already known as "Lakeshachandri Apartments."

(k). The Developers reserve the rights and shall be entitled to change the layout plan and the building plans as may be sanctioned by M.C.G.M. subject however without affecting the location of the flat/shop agreed to be purchased by the Purchaser as herein.

(l). The Developers have entered into Agreement as prescribed by Council of Architects with the Architects, M/s. Architectural Consultants Pvt. Ltd., registered with the Council of Architects and also appointed M/s. Mahimura Consultants Pvt. Ltd., as Structural Consultants for preparing structural designs and drawings and specifications of the said Building/s and the Purchaser accepts the professional supervision of the said Architect and of the said Structural Engineer or any such competent person or entity who may be substituted or replaced in their place by the Developers till the completion of the said building/s.

(m). As a result of the aforesaid, the Developers are entitled to and enjoined upon to construct Building/s on the said Sub-Plot A and sell flats, garages, car parking spaces, terraces, hoarding spaces etc., (all of which hereinafter for the sake of brevity and conveniences are referred to as "flat" and reference to "Purchaser" in this Agreement means Purchaser of such premises in said sale Building/s).

(n). The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said Sub-Plot A, the plans, designs and specifications prepared by the Developers' Architect M/s. Architectural Consultants Pvt. Ltd., and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made thereunder.

(o). The Purchaser has made his own inquiries, inspected and verified all the relevant records and documents of the Developers and is satisfied with the same and have agreed not to raise any further requisitions or any objections in relation thereto for the Title of the Developers.



The P.R. Cards in respect of the said Plot are annexed hereto and are marked as Annexure "IV".

The sanctioning the said plans for the said Building/s the concerned local authorities and/or government have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while constructing the said Building/s and upon due observance and

[Handwritten signature]
(4)

2003
2003

performance of which only the occupation and the completion certificate in respect of the said Building shall be granted by the concerned local authority.

(r). The Purchaser has applied to the Developers for allotment to the Purchaser of one Flat No. B 563/2 measuring 37.35 sq. ft. of carpet area equivalent to 402 sq. ft. (inclusive of balconies etc.) on 6th floor in Wing No. B of the said Complex to be known as LAKSHACHANDI APARTMENTS (hereinafter referred to as the said Wing) and shown by red colour wash on the concerned floor plan annexed hereto and marked as Annexure "V" and carpeting space No. --- at basement/podium/stilt level (hereinafter collectively referred to as the said Flat/Shop). & has agreed, confirmed and declared as required under Urban Land Ceiling & Regulation Act 1976 & Maharashtra Ownership Flat Act to the effect that neither the Purchaser nor any member of his/her family defined under the said ceiling Act Owns a tenement, house or building within the limits of Mumbai and shall not resale or transfer the "said flat" for a period of two year from the completion of the building and shall abide by the rules regulations and conditions of all the order including ULC order perused by him/her/them.

(s). The Purchaser and/or the society and/or any common organisation of the Purchaser shall not at any time including after conveyance or such other document vesting the title of the said Plot or part/s thereof is executed in favour of the Society and/or the common organisation, be entitled to seek sub-division of the said Sub-Plot A or part/s thereof as the case may be and/or be entitled to any FSI exceeding the FSI used and consumed in the said Building/s and that the Purchaser and/or the Society shall not be entitled to put up any further or additional construction on the said Building exceeding the FSI consumed therein at the time of conveyance to be executed in their favour for any reason whatsoever. The Purchaser and/or the Society or any other common organisation that may be formed by the Flat Owners in the said Building/s shall be liable to abide by the terms and conditions mutually agreed between the Partners of the said firm and recorded in the said Partnership Deed regarding the common space, amenities and facilities and maintenance thereof in so far as the development on the entire area under the said Plot is concerned and it is provided that flat purchasers of Wings and/or building/s to be constructed on Sub-Plot "A" and Sub Plot "B" shall be entitled to use the general facilities and or amenities in common provided in Sub Plot "A" & "B" and the general amenities and facilities which shall be provided in both the Sub Plots shall be transferred to the Apartment Society or Societies to be formed and registered of the wings and/or building to be constructed on Sub Plot "A" and Sub Plot "B".



(T) Upon the execution of this Agreement, the Purchaser has paid to the Developers a sum of Rs. 79,500/-. (Rupees Seventy Nine

₹ 79,500/-
₹ 79,500/-
₹ 79,500/-

[Signature]
(5)

purchase price of the said Flat/Shop as deposit or earnest money (the payment and receipt whereof the Developers do hereby admit) and acknowledge) towards the purchase price and the Purchaser has agreed to pay to the Developers the balance of the said purchase price in the manner hereinafter appearing in the operative clauses.

(vi). The parties hereto desire to enter into this Agreement.

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

1. The recitals contained shall form an integral and operative part of this Agreement as if the same were set out and incorporated in the operative part.
2. The Developer shall construct the building or buildings bearing Wing Nos. "A" & "B", each consisting of Basement, Stilt and 11 Upper Floors and Wing "C" & "D" consisting of Basement, Stilt and 15 Upper Floors as per the sanctioned plans and/or as per the plans as shall be sanctioned by the concerned authorities from time to time, hereinafter collectively referred to as the "said Building") on piece or parcel of land more particularly described in the Fifth Schedule hereunder written. The construction shall be carried out in accordance with the plans, designs, specifications approved / as shall be approved by the concerned local authority, which have been seen and approved by the Purchaser, with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them, provided always that the Developer if carrying out changes of its own accord, shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said Flat of the Purchaser.

3. The Purchaser prior to the execution of this Agreement, satisfied himself/ herself/themselves about the title of the Developers in respect of the said Plot and has accepted the same.



Purchaser hereby agrees to purchase from the Developer and the Developer / hereby agrees to sell to the Purchaser Flat No. 3037 of Carpet area measuring 37.5 square metres equivalent to 402 square feet (which is inclusive of the area of balconies) on 6th Floor in Wing 3037 of the said Buildings to be known as "LAKSHACHANDI CARPETS", as shown on the floor plan hereto annexed and marked as "ANNEXURE-V and Basement/Stilt/Open Car-Parking-Space-bearing No. _____" (hereinafter collectively referred to as "the said Flat) at or for the price of Rs. 277,400/- including the proportionate price for the common areas and

कलर-२
 2003

(6)

facilities appurtenant to the said Flat. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Annexure - VII annexed hereto.

4.1 The Purchaser has on or before the execution hereof, paid Rs. 3,99,500/- (Rupees Three Lakh Ninety Nine Thousand Five only) to the Developer as part payment/earnest money deposit (the receipt whereof the Developer doth hereby admit and acknowledge).

4.2. The Purchaser hereby agrees to pay to the Developer balance amount of purchase Price of Rs. 5,77,971/- (Rupees Five Lakh Seventy Seven Thousand Nine Hundred and only) within 7 days from the date of Developer's letter intimating about installment being due and payable and in the following manner on achieving progress for the Wing No. 13 in which the Purchaser has been allotted the said Flat, time being the essence of the contract :-

i)	Rs. _____	/- on completion of Plinth.
ii)	Rs. _____	/- on completion of First Slab
iii)	Rs. _____	/- on completion of Second Slab
iv)	Rs. _____	/- on completion of Third Slab
v)	Rs. _____	/- on completion of Fourth Slab
vi)	Rs. _____	/- on completion of Fifth Slab
vii)	Rs. _____	/- on completion of Sixth Slab
viii)	Rs. _____	/- on completion of Seventh Slab
ix)	Rs. _____	/- on completion of Eighth Slab
x)	Rs. _____	/- on completion of Ninth Slab
xi)	Rs. <u>1,60,177/-</u>	on completion of Tenth Slab
xii)	Rs. _____	/- on completion of Eleventh Slab
xiii)	Rs. _____	/- on completion of Twelfth Slab
xiv)	Rs. _____	/- on completion of Thirteenth Slab
xv)	Rs. _____	/- on completion of Fourteenth Slab
xvi)	Rs. _____	/- on completion of Fifteenth Slab
xvii)	Rs. _____	/- on completion of Sixteenth Slab
xviii)	Rs. _____	/- on commencement of Brick work
xix)	Rs. _____	/- on commencement of Plastering
xx)	Rs. _____	/- on commencement of Plumbing work
xxi)	Rs. _____	/- on commencement of Flooring
xxii)	Rs. _____	/- on commencement of Painting
xxiii)	Rs. _____	/- on commencement of Electric Work
xxiv)	Rs. <u>9,77,407/-</u>	within 10 days from the date of intimation by the Developer to the Purchaser that the flat is ready for use and occupation.



पं०-२
 04/01/2003
 २००३

PA
 [Handwritten signature]
 [Handwritten initials]

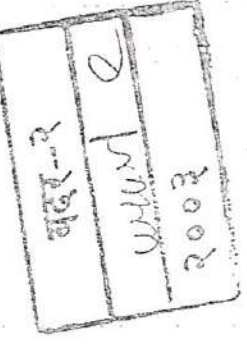
5. In case of default in payment of any of the respective installments on or before their due date for any reason whatsoever, the Purchaser agrees to pay to the Developer the sum of Rs. 2,00,00,000/- (Two Crores) in installments which become due and payable by the Purchaser to the Developer under the terms of this agreement from the date the said amount is/were payable by the Purchaser to the Developer, till the payment thereof.

6.(a) On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Developer shall without prejudice to its rights for recovery of interest as aforesaid, be entitled at its option to terminate this Agreement.

6. (b) Provided always that the power of termination herein before contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser fifteen days prior notice in writing (which shall be duly deemed to have been served and received by the Purchaser, if sent by registered A.D. at the address of the Purchaser recorded elsewhere herein or last of such address that may have been recorded with the Developer through written intimation of Purchaser and duly acknowledged by Developer) of its 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 the notice period. Provided further that upon termination of this Agreement as aforesaid the Developer shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Developer may in its absolute discretion think fit and the earnest money paid by the Purchaser to the Developer shall stand forfeited and the Developer in such an event be liable to only refund to the Purchaser, without interest, balance payment received after forfeiting of Earnest money Deposit of the Flat in accordance with clause 4.2. hereinabove.

7. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or the said and shall before handing over possession of the said Flat/Shop to the Purchaser, obtain from the concerned local authority occupation certificate in respect of the said Building.

8. The Developer hereby declare that NIL Floor Space Index is presently available in respect of the said Sub-Plot "A" more particularly described in the Fifth Schedule hereunder in written and it is provided that the said Sub-Plot "A" is required to



(9)

[Handwritten signature]

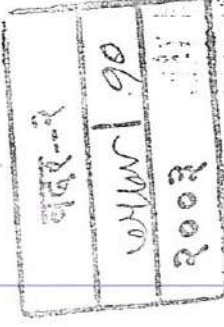
be developed by construction of buildings and/or wings of the building by way of FSI to be provided of other properties and/or of layout and/or by way of providing and/or purchasing FSI available for the layout. The approval of the plans for further construction shall be procured by obtaining or using required FSI/DR as per D.C. Rules.

9. The Developer acquiring certificate/s of development right/s in respect of other land/properties is permitted under the Development Control Regulation 1991 to make additional construction on the said Building and or the said Plot by utilizing such development rights. The Developer shall alone be entitled to carry out such additional construction on the said Building and or the said Plot and sell/let or otherwise however deal with and dispose off the flats, parking spaces, terraces, unbuilt spaces and other premises in such additional construction and shall be entitled to make such changes, additions, alterations, variations and modifications in the plans of the Building and or in the layout of the said Plot as it may desire for making such additional construction and the Purchaser hereby irrevocably and expressly consents to the same.

PROVIDED HOWEVER that the Developer shall obtain prior consent in writing of the Purchaser in respect of only such variations or modifications which may adversely affect the said Flat agreed to be purchased by the Purchaser. The Purchaser consents, agrees and undertakes that he/she/they shall not raise any objection against the Developer for making such additional construction on any ground whatsoever and also agrees and undertakes to extend all facilities to the Developer for making such additional construction even after entering into occupation of the said Flat. The Purchaser shall not be entitled to claim any rebate in price or any other advantage from the Developer on the ground of the Developer making additional construction or on any other ground whatsoever. If at the time of transfer of the said Wing in favour of any organisation of purchasers of flats in the said Wing, any construction planned to be carried out by the Developer on the said Wing has not been fully carried out, then in that event, the Developer alone shall, notwithstanding anything to the contrary, be entitled to such construction and derive all advantages in respect of such construction either by way of selling the said Flats, parking spaces, terraces, unbuilt spaces and other premises Building or otherwise howsoever.

10. The fixtures, fittings and amenities to be provided by the Developer on the Building and the said Flat/shop shall be as set out in Annexure 'A' attached hereto.

11. The Developer shall give possession of the said Flat to the Purchaser on or



before the day of 06/02/2023. Provided always, that the Developer shall be entitled to a reasonable extension of time for delivery of the said Flat on the aforesaid date, if the completion of the said building and receipt of occupation certificate thereof from BMC is delayed on account of situations beyond the control of the Developer and in particular but not limited to:

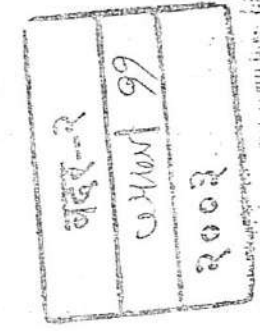
- i) non-availability of steel, cement, other building material, water or electric supply;
- ii) war, civil commotion or act of God;
- iii) any notice, order, rule, notification of the Government and/or other public or competent authority;
- iv) any other force majeure cause.

If the Developer fails to give possession of the said Flat to the Purchaser on account of reasons beyond its control and of its agents control as per the provisions of section 8 of Maharashtra Ownership Flats Acts, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the said Flat with simple interest at nine percent per annum from the date the Developer received such amounts, till the date the amounts and interest thereon is repaid. Provided always that by mutual consent it is agreed that the dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developer to the Purchaser they shall, subject to prior encumbrances if any, be a charge on the said Flat.

12. The general amenities to be provided by the Developers shall be as set out in Annexure "VIP" annexed hereto

13. The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose for which the same is sold to the Purchaser and shall use the allotted Basement/plot or open parking space, only for purpose of keeping or parking of his own vehicle.

14. The Purchaser along with other Purchasers of Flats and premises in the Building and/or Wing/Building shall join in forming and registering a Resident Welfare Association (RWA) or an Association of Apartment Owners (AAO) or a Society (as the case may be) (hereinafter referred to as "the Society") and it is provided that the RWA/Society shall be formed and registered for Resident Welfare of the flats at the sole discretion of the Developers and or as shall be decided by the concerned authority and or under the law to be known by such name as the Developers may decide and for this purpose, also from time to time as may be decided by the Developers as and when called upon to do so in the Developer's office/site office and



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 and for becoming its member, including the bylaws of the proposed Society/Association and if sent to him/her/them by mail/courier/hand delivery etc. shall duly fill in, sign and return the same to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Society under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of Control of the Promotion, Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the 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.

15. After completion of the said Building and/or wing/wings and after the Developer has received the purchase price of all the Flats and the premises parkings etc. in the said Building and/or wing or wings and all other amount payable by the Purchasers thereof under their respective agreements, the Developer shall transfer or cause to be transferred to the said Society all the undivided right, title and interest of the Owners and/or the Developer in the portion of the said Plot i.e. said Sub Plot "A" and the said Building/s thereon by obtaining or executing the necessary Conveyance of the land under the said Building and the land appurtenant to the said Building and/or wing/s and the said Building in favour of such society and or societies. Such Conveyance shall be in keeping with the terms and provisions of this Agreement. The common areas and facilities within said Sub Plot "A" and Sub Plot "B" shall be transferred/caused to be transferred to Apex Body or Society or any such Organisation that may be formed by the Purchasers constructed on the said Sub Plot "A" and Sub Plot "B".

16. Commencing a week after notice in writing is given by the Developer to the Purchaser that the Flat is ready for use and occupation or from the date the Purchaser takes the possession of the said Flat for carrying out furnishing works therein whichever is earlier, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoing rates, taxes, levies and cesses, Municipal and Corporation taxes, water charges, electricity and telephone charges, and charges for lighting, water supply and drainage, and for the maintenance of the said Building or building wing or wings or part or parts thereof as the case may be, namely Local Area Development charges, betterment charges or such other levies by the concerned Local Authority, Municipalities or Government, water charges, insurance, common lights, repairs, maintenance, and for the salaries of clerks, bill collectors, chowkidars, sweepers and all other necessary and incidental to the management and maintenance of the said Building and the said Building or building and/or wing or wings. Until the society/ societies is/are formed and the said Sub Plot "A" with the said Building/s thereon is transferred to it, the Purchaser shall pay to the Developer such



कॉन्ट्रोल-२
वैकल्पिक
२००२

proportionate share of outgoings may be determined by the Developer. The Purchaser further agrees that if the Purchaser's share is so determined, the Purchaser shall pay to the Developer provisional monthly contributions of Rs. 150/- per month towards the outgoings. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

17. The Purchaser shall on the date of delivery of possession of the said Flat, keep deposited with the Developer and/or pay to the Developer the following amounts:-

- i) Rs. 5000/- for legal charges
- ii) Rs. 550/- or 520/- for share money application/entrance fee of the society or Limited Company/Apartment Owners Association.
- iii) ~~Rs. 2000/- for formation and registration of the Society or Limited Company or Apartment Owners Association.~~
- iv) ~~Rs. 22,500/- towards interest free deposit against proportionate/provisional share of taxes, maintenance and other charges for 12 months.~~
- v) Rs. 2000/- for formation and registration of Apex Body.
- vi) ~~Rs. 2000/- towards installation charges for water connection from the Municipality.~~
- vii) ~~Rs. 2500/- towards installation charges for electrical meter payable to B.S.E.S.~~
- viii) ~~Rs. 25/- Per Sq. Ft. towards / as Apex Body and / or Apex Society Deposit out of which the sum of Rs. 15/- Per Sq. Ft. for maintenance and upkeep of common facilities within the complex to be known as "LASHACHANDI APARTMENTS" and the sum of Rs. 10/- per Sq. Ft. for the layout infrastructure facilities.~~
- ix) ~~Rs. 750/- towards Infrastructure Development charges.~~

The amount so paid by the Purchaser to the Developer shall not carry any interest and only amount paid under sub-clause (ii), (iv), (vi), (vii) and (viii) of clause (17) hereinabove shall be accountable and the balance shall stand appropriated as reimbursed to the Developer against the professional and legal cost to be incurred for drafting of agreement and Conveyance, formation and registration of the society and preparation of its bye-laws etc. It is hereby agreed that amount paid under clause (17) hereinabove shall remain with the Developer until the Society or Society/ies of all the Purchaser's Flats and premises in the said Building or building and/or wing or wings as the case may be, is/are registered and such society/ies takes over the management of the said Building/s and the infrastructure facilities within the said Plot. "A". Subject to the provisions of section 6 of the said Act, on such Society/ies and Apex Body or Apex society being registered, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid back to the



16/11/2002
2002

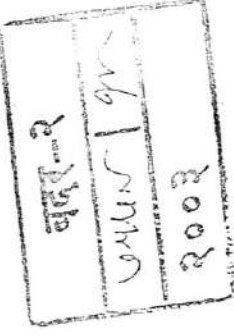
Developer to the Society or respective Societies.

18. One month prior to the execution of the Conveyance the Purchaser shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said Building or buildings and/or wings to be executed in favour of the said Society.

19. The Purchaser for himself and with intention to bind all persons into whose hands the said Flat/Shop may come, doth hereby covenant with the Developer as follows:-

- a) To maintain the said Flat/shop at the Purchaser's own cost in good tenable repair and condition from the date of possession of the said flat is taken and shall not do or suffer to be done anything in or to the said Building or buildings and/or wing or wings or its staircase or any passages, etc. which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the Building or buildings and/or wing or wings and the said Flat / shop itself or any part thereof.
- b) Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Buildings and/or wings or storing 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 upper floors which may, damage or likely to damage the staircase, common passages, lifts/elevators or any other structure of the Building including entrances of the Building and in case any damage is caused to the Building or the said Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall alone be liable for the consequences thereof.
- c)

To carry out at the Purchaser's own cost all internal repairs to said flat/shop and maintain the same in the same condition, since the order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the said Building or buildings and/or wings or the said Flat/shop which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event, of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



(13)

Not to demolish or cause to be demolished the said Flat any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building or buildings and/or wing or wings and shall keep the portion, sewers, drains pipes in the said Flat/Shop and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect the other parts of the Building or buildings and/or wing or wings, shall not chisel or in other manner damage the columns, beams, walls, slabs or RCC Partis or other structural members in the said Flat or of the said Building and/or wing or wings without the prior written permission of the Developer and/or the said Society.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or buildings and/or wings/s or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, etc., garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Sub Plot "A" and the said Building or buildings and/or wing or wings.

g) Pay to the developer within seven days of demand by the Developer, his share of security and other deposit and charges demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said Building and the said Flat/shop.

h) To bear and pay all charges including increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or Government authority on account of change of user of the said Flat by the

i) The purchaser is not entitled to nor shall let, sub-let, transfer or part with purchaser's interest or benefit of this Agreement or part with the possession of the said Flat until all the dues and liabilities payable by the Purchaser to the Developer under this Agreement are fully paid up and until the Purchaser has obtained prior permission in writings of the Developer and such permission shall be granted by the



14

संख्या-२
१५/११/१९
२००३

Developer only if the Purchaser is not guilty of breach of or non-observance of any of the terms and conditions of the Agreement including stipulations under the said Exemption Order.

j) The Purchaser shall observe and perform all the rules and regulations which the society 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 or buildings and/or wing/s and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and of other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the flats and premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of Agreement and as per bye-laws of the Society as the case may be.

k) Till a Conveyance of the Building or buildings and/or wing/s is executed, the Purchaser shall permit the Developer, its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat and the Building or any part thereof, to view and examine the state and condition thereof and to carry out repairs therein if obliged to and/or necessary, to stop damage/s to other Flat/s and premises in the said Building or buildings and/or wing/s and thereafter with the permission from the said Society.

20. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the formation of the Society or Societies or towards the outgoings and taxes, in terms of this agreement, shall utilise the amounts only for the purpose for which they have been received.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the portion/ portions of the said plot and Building or buildings and/or wing/s or any part thereof unto and in favour of the Purchaser. The Purchaser shall not claim, save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc, will remain the property of the Developer till the said Flat and the said Building is transferred to the Society or Societies as the case may be.

22. Any delay, tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser



A. D. S.
(15)

10003
10003
10003

by the Developer shall not be construed as a waiver on the part of the Developer 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 Developer.

23.

The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and upon receiving copy of the money receipt for registration fees paid by the Purchaser toward Registration fees, the Developer will attend such office and admit execution thereof.

24.

All correspondence and notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D and/or Under Certificate of Posting at his/her address as stated hereunder:

Mr. Subhash Chandra Chatterjee, 101/1, Madan Mohan Malaviya Road, New Delhi, (N.T.)
Block, Panchsheel-II, Connaught Place, New Delhi, (N.T.)
CS-1, Market, A-11, B-3.

25.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of, adjacent to the terrace flats in the said building or buildings and/or wing/s, if any, shall belong exclusively to the respective Purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the terrace flat purchaser till the permission in writing is obtained from the Developer.

26.

It is provided that Developers shall provide the general facilities of Club House, Swimming Pool, Community Hall at their own cost and it is provided that such facilities to be provided in Sub Plot "A" and/or "B" are meant to be and shall be used in common by the flat purchasers of the building/s and wing/s to be constructed on Sub Plot "A" and "B". It is expressly agreed that Society or Societies as the case may be will maintain the internal roads, street lightings, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also maintain the recreation ground with the exception of Sub Plot "A" and "B", club house etc and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the occupants of the Residential complex Sub Plot "A" and "B" and the Flat Purchaser will bear and pay the proportionate share thereof and the society of which the Purchaser is member and till the registration of the Society or Societies the same be paid to the Developer. The proportionate share payable by the Purchaser to the Society and or the Developer as determined by the Developer and / or the Society or societies shall be final.



Handwritten text: 467-1-1
25/11/96
2003

and binding on the society or Societies and the Purchaser.

27. The development on entire Plot of land more particularly described in the Fifth Schedule hereunder written i.e. Sub Plot "A" to be carried out by the Developer by constructing building/s as per layout sanctioned and or that shall be sanctioned from time to time will be known as "LAKSHACHANDI APARTMENTS".
28. All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser.
29. The Agreement shall always be subject to the provisions of the M.O.F.A and M.C.S. Act and the Rules made thereunder.

IN WITNESS WHEREOF the Developer and the Owners have caused this Agreement to be executed and the Purchaser has here unto set and subscribed his/her/their hand the day and year first herein above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcel of land admeasuring 2,25,478.74 sq.mtrs (excluding therefrom the physical land area already donated to various trusts and/or conveyed till date to various societies in Gokuldhani at the instance of the Developers), and bearing Survey No.34, Hissa No.2 (part), Survey No.35 Hissa No.1 (part) and Survey No.51 Hissa No.1 (part) of Village Dindoshi and Chincholi, Tal. Borivali, M.S.D., referred to as the said Lands hereinabove, situate lying and being in the registration district and sub-district of Mumbai and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that pieces and parcel of land consisting of Residential area of 3,862.80 sq.mtrs, Primary School Reservation of 1,925 sq.mtrs and Reservation for Play Ground admeasuring 2,839 sq.mtrs, 692 sq.mtrs reserved for D.P. Road aggregating in all to 9,318.80 sq.mtrs or thereabout, situate, lying, being and comprised in Survey No.36 of Village Dindoshi, Tal. Borivali, M.S.D. in the Registration District and Sub-District of Mumbai and Mumbai Suburban.

THE THIRD SCHEDULE ABOVE REFERRED TO

All that pieces and parcel of land admeasuring 13613.60 sq.mtrs or thereabout, part of lands owned by M/s.Estate Investment Co. Pvt. Ltd., bearing Survey No.34, Hissa No.2(part) and Survey No.35(part) of Village Dindoshi and Survey No.51



(17)

पल्ले-२
२०२२

Hissa No.1(part) of Village Chincholi, and (part) C.T.S. No.156/A/9/A, B, C, D, and E situate lying and being in Taluka Borivali in the Registration District and Sub District of Mumbai and Mumbai Suburban.

THE FORTY SCHEDULE ABOVE REFERRED TO

All that pieces and parcel of land admeasuring 721.70 sq.mtrs or thereabouts forming part of lands owned by Chotu Harka Dhodi bearing Survey No.35, of Village Dindoshi and (part), C.T.S. No.156/A/9/A, B, C, D, and E situate lying and being in Taluka Borivali in the Registration District and Sub District of Mumbai and Mumbai Suburban.

THE FIFTH SCHEDULE ABOVE REFERRED TO

All that piece or parcel of unsub-divided land admeasuring 6267 sq.mtrs or thereabouts, equivalent to 6967.33 sq.yards or thereabout bearing Survey No.34, Hissa No.2(part) and Survey No.35(part) of Village Dindoshi and Survey No.51 Hissa No.1 (part) of Village Chincholi, and (part) C.T.S. No.156/A/9/A, B, C, D, and E situate lying and being in Taluka Borivali in the Registration District and Sub District of Mumbai and Mumbai Suburban.

SIGNED AND DELIVERD by) For DYNAMIX DEVELOPERS

the withinnamed "DEVELOPERS"

M/S. DYNAMIX DEVELOPERS

by the hand of its Partners

Shri. Suresh Chakhanand)

Shri. Rajiv Jagtap)

in the presence of.....)

SIGNED AND DELIVERD by)

the withinnamed "PURCHASERS"

Mr. Anshu Ch. Shaolun Karmaradia)

Mr. Shaolun Karmaradia)

in the presence of.....)

RECEIVED on or before the day &

Year first hereinabove written of &

Signed by S.H. Chakhanand)
PARTNER)
Authorised Signatory)



462-2
19/11/22
2002

From the within named Purchaser)

As sum of Rs. 29,500/-) WE SAY RECEIVED

(Rupees Two Lakhs Ninety NPA For DYNAMIX DEVELOPERS
Amount Five Hundred)

_____ only)

being the amount of Earnest Money /

part payment / full payment)

within mentioned payable by the)

Purchaser to be paid to us.)

S. N. Dolkar
PARTNER Authorised Signatory

