



दस्ताक्रमांक व वर्ष: 5504/2002

Friday, February 04, 2022

5.18 (S. IV)

## सूची क्र. दोन INDEX NO. II

नॉ. वली 1, 3 व

Page: 53 of 6

गावाचे नाव : नागठाणे

- (1) विलेखाचा प्रकार, भोगवत्याचे स्वरूप कसरागावा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी वेतो फी पट्टेवार ते नमूद करावे) गावदला रु 331,000 00  
बा भा रु 914,925 00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क 68 टॉर्न युनिट क 11 नेहा इंडस्ट्रीयल इस्टेट
- (3) क्षेत्रफल (1) बाधीव मिल्कतीचे क्षेत्रफल 33 27 चौ मी आहे
- (4) आकारणी किंवा जुडी देण्यात असेल (1)-  
तेव्हा
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मेसर्स नेहा इटरप्राईजेस तर्फे पारस गुडेचा तर्फे सुजाता पत - -, घर/फ्लॅट न वी/102 कृष्णा पॅलेस कादीवली पू मु 101, गल्ली/रस्ता - , ईमारतीचे नाव - , ईमारत न - , पेट/वसाहत - , शहर/गाव - , तालुका - , पिन - , पॅन नम्बर - .
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) घेवरचंद मिस्त्री - -, घर/फ्लॅट न. सी/602 गोकुल टॉवर ठाकूर कॉम्प्लेक्स कादीवली मु . गल्ली/रस्ता - , ईमारतीचे नाव - , ईमारत न - , पेट/वसाहत - , शहर/गाव - , तालुका - , पिन - , पॅन नम्बर - .
- (7) दिनांक करून दिल्याचा 03/05/2002
- (8) नोंदणीचा 17/07/2002
- (9) अनुक्रमांक, खंड व पृष्ठ 5504 /2002
- (10) वाजारभावाप्रमाणे मुद्रांक शुल्क रु 91500.00
- (11) वाजारभावाप्रमाणे नोंदणी शुल्क रु 9150.00
- (12) शंसा



खरी प्रत

सह दुय्यम निबंधक बोरीवली क्र. ३,  
मुंबई उपनगर जिल्हा११०/१११ ई.६  
६/२/२२

श्री/श्रीमती.....  
यांना त्यांचे ता.....  
च्या अर्जाप्रकार नक्कल दिली,  
अर्ज इजाजत.....  
दिनांक.....

सह दुय्यम निबंधक बोरीवली क्र. ३,  
मुंबई उपनगर जिल्हा





Property (as per Modified  
Memorandum of Association)  
of the Bank of India Ltd Company  
30366/4

### Asset Id Based Search Report

#### CERSAI Details

PAN	AAECC5770G
CERSAI GSTIN	07AAECC5770G1ZN
HSN Code/SAC	998439
Quantity Units/Unique Quantity Code	N.A.

#### Institution Details

Name of the Institution	STATE BANK OF INDIA
Institution GSTIN	27AAACS8577K2ZO
Report Download Date	11-02-2022 11:44:57.702
Transaction ID / QRF NO	200022181433
Generated by	LATA FLORENCE LOBO(A0016873CD)

#### Asset Details

Asset ID	200006607762
Asset Type	Immovable
Transaction Id	200022181433
Immovable Category	Commercial
Description Of Asset	Immovable Asset
Survey Number / Municipal Number	134
Plot Number	68 C
House / Flat Number / Unit No	11
Floor No	GRUND FLOOR
Building / Tower Name / Number	NEHA INDUSTRIAL PREMISES COPERATIVE SOCIETY LTD
Name of the Project / Scheme / Society / Zone	
Street Name / Number	OFF DATTAPADA ROAD MAGATHANE
Pocket	
Locality / Sector	OPP TATA STEEL BEHIND CCI
City / Town / Village	
District	Mumbai
State / UT	Maharashtra
Pin Code / Post Code	400066
Coordinate 1	
Coordinate 2	
Coordinate 3	
Coordinate 4	



**CERSAI**  
Central Registry of Securitisation Asset  
Reconstruction and Security Interest of India

**Asset Id Based Search Report**

**CERSAI Details**

PAN	AAECC5770G
CERSAI GSTIN	07AAECC5770G1ZN
HSN Code/SAC	998439
Quantity Units/Unique Quantity Code	N.A.

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House / Flat Number / Unit No	11
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Building / Tower Name / Number	NEHA INDUSTRIAL PREMISES COOPERATIVE SOCIETY LTD
Name of the Project / Scheme / Society / Zone	OFF DATTAPADA ROAD MAGATHANE
Street Name / Number	
Pocket	OPP TATA STEEL BEHIND CCI
Locality / Sector	
City / Town / Village	
District	Mumbai
State / UT	Maharashtra
Pin Code / Post Code	400066
Coordinate 1	
Coordinate 2	
Coordinate 3	
Coordinate 4	

collateral → 77176139101,  
Entry for The Bombay Light  
Company

**Addition of Security Interest Challan**

Service Tax No. : AA ECC5770GSD001  
PAN : AA ECC5770G  
Name of the Institution : STATE BANK OF INDIA  
Date : 23-08-2014  
Challan No: 200022181433  
Generated by : R C PADHI(A001620892)

**Transaction Details**

Transaction Date: 23-08-2014 18:20:59  
Process: Addition of Security Interest  
Security Interest Creation Date In Bank: 18-02-2014  
Security Interest Registration Date In CERSAI Portal: 23-08-2014  
Maker: Parag Paleja(A001613311)  
Checker: R C PADHI(A001620892)  
Security Interest ID: 400006616625  
Asset ID: 200006607762  
Asset Description: Plot ID:68 C, Locality : OPP TATA STEEL, District : MUMBAI, State : Maharashtra, Pin  
Code : 400066  
Fee Charged: ₹ 500.00  
Service Tax @ 12.36% : ₹ 61.80  
Total Fee : ₹ 500.00  
Delay Condonation Charges : NIL  
(If applicable)

**Service Tax @ 12.36% has already been paid to CERSAI as per Challan number 200025740870,  
200025912627, 200025740870, 200025912627**

This is a computer generated report and does not require a signature.

Date:23-08-2014 18:21:38 IST



Customer Name	ZAMINDAR	Property Sequence Number	3
Customer Name	HS BANK/PA FORTUNE	Type Description	Commercial Building
Customer Number	0000000000	* Landmark/Address	WINDING 11, ON THE NORTH, PREMIER
Branch Name/Number	HS BANK WINDING 11, 11	Building/Block Name	MAGADHANE VILLAGE, BORNIVLE MUMBAI
* Village/Town Name	WINDING 11, 11	Property State Code	
* Branch Pin Code	400000	Status	5
Land Use Code	0	* Bound by North	ENTRANCE GATE
* Owner Code	00000000	* Bound by East	LAND OF RE-DEVELOPMENT
* Bound by South	000000000000000000	* Purchase Cost/Cost of Dwelling Unit	820000
* Bound by West	000000000000000000	* Estimated Value	8700000
* Purchase Date	01/01/2015	Margin	35
* Auction Date	01/01/2015	* Carpet Area Unit	02 Square feet
* Auction Lot	000	Action	<input type="radio"/> Amend <input type="radio"/> Authorise <input checked="" type="radio"/> None
Ref ID	0	Created By	6608728
Created Date	29/08/2015	Authoriser	7818998
Authorised Date	29/08/2015	Mode of Acquisition	

# NEHA INDUSTRIAL PREMISES CO-OP. SOCIETY LTD.

REGD. : MUM. / W-R / GNL / (O) / 1222 / 2004 - 2005

Magathane Village, Off. Dattapada Road, Borivali (E), Mumbai - 400 066.

Ref. :

Date : 27 / 12 / 2021

for The Bombay Graft Company.

The Asst. General Manager,  
State Bank of India,  
SME Centre, Borivali, 101 1st Floor,  
Landmark Building,  
Near Petrol Pump,  
Borivali (West),  
Mumbai - 400 092.


We, M/s. Neha Industrial Premises co op. Soc Ltd hereby certify

that :

- (1) Gala No.11 in situated at Neha industrial Premises co op Soc Ltd, R Ward Bearing Survey No.CTS - 68-C has been allotted to Shri Ghevarchand Mistry
- (2) That the total cost of the house/flat/gala is Rs. 1,25,00,000 (Rupees One crore Twenty five lakhs only).
- (3) That title to the said land and building thereon is clear, marketable and free from all the encumbrances and doubts.
- (4) We confirm that we have no objection whatsoever to Shri Ghevarchand Mistry mortgaging the house/flat/gala to State Bank of India as security for the amount advanced by the Bank.
- (5) We have not borrowed from any Financial Institution for purchase of land or construction of building and have not created and will not create any encumbrances on the house/flat/gala allotted to him/her during currency of the loan sanctioned/to be sanctioned by the Bank to him/her.
- (6) We are agreeable to accept State Bank of India as a nominee for the house/ flat/gala allotted to Shri Ghevarchan Mistry and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written consent of the Bank.

For Neha Industrial Premises Co-op. Society Ltd.

  
Chairman

  
Secretary

  
Treasurer

# NEHA INDUSTRIAL PREMISES CO-OP. SOCIETY LTD.

REGD. : MUM. / W-R / GNL / (O) / 1222 / 2004 - 2005

Magathane Village, Off. Dattapada Road, Borivali (E), Mumbai - 400 066.

27 / 12 / 2021

Date : \_\_\_\_\_

*for The Bombay Graft Company.*

The Asst. General Manager,  
State Bank of India,  
SME Centre, Borivali, 101 1st Floor,  
Landmark Building,  
Near Petrol Pump,  
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- (3) That title to the said land and building thereon is clear, marketable and free from all the encumbrances and doubts.
- (4) We confirm that we have no objection whatsoever to Shri Ghevarchand Mistry mortgaging the house/flat/gala to State Bank of India as security for the amount advanced by the Bank.
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- (6) We are agreeable to accept State Bank of India as a nominee for the house/ flat/gala allotted to Shri Ghevarchan Mistry and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written consent of the Bank.

For Neha Industrial Premises Co-op. Society Ltd.

*P. Menon*  
Chairman

*Ramkrishna Vay*  
Secretary

Treasurer

बृहन्मुंबई महानगरपालिका  
करनिर्धारण व संकलन खाते

मालमत्ता करदेयक

बृहन्मुंबई महानगरपालिका अधिनियम, 1888 मधील कलम 200 अन्वये बजावण्यात आलेले मालमत्ता कराचे देयक.

लेखा क्रमांक RC1404870150000	मालमत्ता वर्षवर्ष 2021-2022	देयक क्रमांक 202110BIL13995845 202120BIL13995846	देयक दिन क्र 01/09/2021
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प्रेषक -  
Asstt. Assessor & Collector, R Central Ward, Municipal Office  
Building, F. P. 44, T. P. S. No. 1, Chandevarkar Road, S. V. Road,  
Borivali (West), Mumbai - 400 092.  
ईमेल - aacrc.ec@mogm.gov.in दूरध्वनी क्र. 022 2890 3944

करनिर्धारण दिनांक: 01/10/2003 | जलवोडणी क्रमांक: - | एकूण भांडवली मूल्य: ₹ 246816500

भांडवली मूल्य: ₹ Twenty Four Crore Sixty Eight Lakh Sixteen Thousand Five Hundred Only

दि. 03/2010 चा वारखेपर्यंतची धरबाकी ₹ 0 | दि. 01/04/2010 ते 31/03/2021 चा वारखेपर्यंतची धरबाकी ₹ 0

करनामची: 01/04/2021 ते 31/03/2022

कराचे नाव	01/04/2021	ते	30/09/2021	01/10/2021	ते	31/03/2022
साधारण कर			196665			196665
कर			0			0
लाभ कर			123808			123808
निःसारण कर			0			0
निःसारण लाभ कर			76447			76447
सा. शिक्षण उपकर			72851			72851
शिक्षण उपकर			58266			58266
सार हमी उपकर			14575			14575
टनकर			3643			3643
कर			94686			94686
देवकर रद्द			640941			640941
152 अ नुसार देवाची रद्द			0			0
व्यावृत्त व्यावाची वसुली			0			0
कृषिदांनाचे सनायोजन			0			0
व्याची निव्वळ रद्द			640941			640941
दांनाची निव्वळ रद्द			0			0
एकूण			₹ Six Lakh Forty Thousand Nine Hundred Forty One Only			₹ Six Lakh Forty Thousand Nine Hundred Forty One Only
विम देय दिनांक			30/11/2021			31/12/2021

2.139882  
2-18-11-21

*(Handwritten signature)*

To make payment through NEFT:  
IFSC - SBI0000300, Beneficiary A/C No:- MCGMPTRC1404870150000, Name-MCGM Property Tax. Please note,  
payment done through NEFT will be collected against oldest bills first. Cheque may be drawn in the name of  
"MCGM"

सदर दस्तऐवज हा नागरिकांना करणाऱ्या भरणा नुसतं करता यावा यासाठी मुंमना अधिनियमातील तरतुदीनुसार निर्धारित  
करण्यात आला असून सदर दस्तऐवज तुमची मालमत्ता अधिकृत अधिकाऱ्यांचे सूचित करत नाही.

आनामिक व परिस्थितीकीव साभदावक योजनेअंतर्गत अटी-शर्तीची पूर्तता करणा-या  
यात्र भासमसांस मालमत्ता करणील सर्वसाधारण कर वा घटकात 5% ते 15% सबलत वपुत्रेव आहे.

सदरचे मालमत्ता कर देवक हे मुंबई महानगरपालिका अधिनियम, 1888 मध्ये  
अनुक्रम 154(1 ड ड) चा अंतर्भाव होण्या सापेक्ष जारी करण्यात येत आहे.

स्वच्छ भारत  
एक करन स्वच्छ हो ओ

*(Handwritten signature)*  
विहास पा मरे  
करनिर्धारक व संकलक

*(Handwritten signature)*



Central Registry of Securitisation Asset Reconstruction and Security Interest of India

5th Floor, MTNL Telephone Exchange Building,

8, Bhikaji Cama Place, New Delhi-110066

P

Addition of Security Interest Challan

Service Tax No. : AA ECC5770GSD001

PAN : AA ECC5770G

Name of the Institution : STATE BANK OF INDIA

Date : 23-08-2014

Challan No: 200022181433

Generated by : R C PADHI(A001620892)

Bardwa Furniture

Transaction Details

Transaction Date: 23-08-2014 18:20:59

Process: Addition of Security Interest

Security Interest Creation Date In Bank: 18-02-2014

Security Interest Registration Date In CERSAI Portal: 23-08-2014

Maker: Parag Paleja(A001613311)

Checker: R C PADHI(A001620892)

Security Interest ID: 400006616625

Asset ID: 200006607762

Asset Description: Plot ID:68 C, Locality : OPP TATA STEEL, District : MUMBAI, State : Maharashtra, Pin Code : 400066

Fee Charged: ₹ 500.00

Service Tax @ 12.36% : ₹ 61.80

Total Fee : ₹ 500.00

Delay Condonation Charges : NIL

(If applicable)

Service Tax @ 12.36% has already been paid to CERSAI as per Challan number 200025740870, 200025912627, 200025740870, 200025912627

This is a computer generated report and does not require a signature.

Date:23-08-2014 18:21:38 IST



# Central Registry of Securitisation Asset Reconstruction and Security Interest of India

5th Floor, MTNL Telephone Exchange Building,  
8, Bhikaji Cama Place, New Delhi-110066

P

## Addition of Security Interest Challan

Service Tax No. : AA ECC5770GSD001

PAN : AA ECC5770G

Name of the Institution : STATE BANK OF INDIA

Date : 23-08-2014

Challan No: 200022181433

Generated by : R C PADHI(A001620892)

### Transaction Details

Transaction Date: 23-08-2014 18:20:59

Process: Addition of Security Interest

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Security Interest Registration Date In CERSAI Portal: 23-08-2014

Maker: Parag Paleja(A001613311)

Checker: R C PADHI(A001620892)

Security Interest ID: 400006616625

Asset ID: 200006607762

Asset Description: Plot ID:68 C, Locality : OPP TATA STEEL, District : MUMBAI, State : Maharashtra, Pin Code : 400066

Fee Charged: ₹ 500.00

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Total Fee : ₹ 500.00

Delay Condonation Charges : NIL

(If applicable)

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Date:23-08-2014 18:21:38 IST



# NEHA INDUSTRIAL PREMISES CO-OP. SOCIETY LTD.

REGD. : MUM. / W-R / GNL / (O) / 1222 / 2004 - 2005

Magathane Village, Off. Dattapada Road, Borivali (E), Mumbai - 400 066.

Date : \_\_\_\_\_

The Asst. General Manager,  
State Bank of India,  
SMECCC, Hallmark Business Plaza,  
2<sup>nd</sup> Floor, Opp. Gurunank Hospital,  
Bandra ( East),  
Mumbai-400051

25.11.2011

We NEHA INDUSTRIAL PREMISES CO-OP. SOCIETY LIMITED, hereby certify that;

- (1) Gala No. 11 in Neha Industrial Premises Co-op. Society Ltd, situated at Borivali (East), Off. Dattapada Road, Magathane Village, Bearing Survey No. 134, has been allotted to Shri Ghaverchand Mistry.
- (2) That the title cost of Gala No.11 is RS. .... /-, ( Rupees .....Only)
- (3) That title to the said land and building thereon is clear, marketable and free from all the encumbrances and doubts.
- (4) We confirm that we have no objection whatsoever to Shri Ghaverchand Mistry mortgaging the Gala to State Bank of India as Security for the amount advanced by the Bank.
- (5) We have not borrowed from any Financial Institution for purchase of Land or construction of building and have not created and will not create any encumbrances on the Gala allotted to him during currency of the loan sanctioned/to be sanctioned by the Bank to him.
- (6) We are agreeable to accept State Bank of India as a nominee for the Gala allotted to Shri Ghaverchand Mistry and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written consent of the Bank.

For Neha Industrial Premises Co-op. Society Ltd.

Secretary / Chairman.  
Mobile No.....



Office of the  
Ex. Eng. Bldg. Insp. (W & P & L) W-20  
Dr. Babasaheb Ambedkar Market Bldg.  
Candivall (West), Mumbai-400 009

Annex 'N'  
P

MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. CHE/9617/BP(WS)/AR

3 SEP 2003

Shri Paras Gundecha,  
Attn: to Owner.

Sub: Permission to occupy the completed Service  
Industrial Bldg. on plot bearing C.I.S.No.  
68-C of village Magathane at Borivali (East)

Ref: Your Archt's letter dated 07.06.2003.

XXXXX

The development work of Service Industrial Building  
comprising of Ground + 2 upper floors on plot bearing  
C.I.S.No. 68-C of Village Magathane situated at Borivali (East) is  
completed under the supervision of Shri B.S. Barot, Licenced Sur-  
veyor having Licence No. B-52, Shri M.R. Patil, Licenced Structural  
Engineer, having Licence No. STR-21 & Lic. Site Supervisor, Shri  
M. Vadagama, having Licence No. V/30/SSI, may be accepted  
on the following conditions :-

That the certificates U/s 270A of B.M.C. Act shall be  
obtained from A.E.W.R./South and a certified copy of  
the same shall be submitted to this office.

That all the terms and conditions of the approved layout  
sub-division/amalgamation shall be complied with.

That all the intimation of disapproval objections including  
B.C.C. refusal Conditions and notes should be duly complied  
with.

That all the deposits shall be claimed for refund within a  
month from the date of B.C.C.

That the amended layout shall be got approved before further  
development in lieu of area of separate P.R. Cases.

*[Handwritten signature]*

*[Handwritten signature]*



# नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक : एमएम/उपलव-आर/जीएनएल/जी/१२२२/२००२-२००५  
११-२-२००२

या प्रमाणपत्रान्वये प्रमाणित करण्यांत येत आहे की,

नेहा इंटरनॅशनल प्रिमायस को-ऑपरेटिव्ह सोसायटी लि.

स. नं. १२२, सी. नं. १ [पार्ट], सी. नं. २ [पार्ट] आणि स. नं. ४२६,

मागाठाणे वरील, बोरोवली [पूर्व] मुंबई- ४०० ०६६.

ही संस्था महाराष्ट्र सहकारी संस्थाचे अधिनियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम २ (१) अन्वये नोंदण्यांत आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थेचे नियम १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण " सर्व साधारण सभा "

संस्था असून उपवर्गीकरण " इतर संस्था " आहे.

कार्यालयीन



मुंबई

[ एत. पी. धोरपडे ]

उपनिबंधक

सहकारी संस्था 'आर' विभाग मुंबई

दिनांक ६ / ५ / २००५

For

Chairman

Secretary

Treasurer

Dhishan



na Enterprises

501, Gundecha Chamber,  
Nagindas Master Road,  
Fort, Bombay - 400 023.  
: PHONES :  
27 1746, 27 1687, 27 6904  
872 4210, 872 2438, 872 0840

Date :

20.9.2002

O,  
r. Ghaverchand Mistry  
/602, Gokul Tower,  
hakur Complex,  
andivali (East),  
umbai.

Dear Sir,

Sub: Handing over the possession of Gala 11 on Ground floor of  
Neha Industrial Estate, Behind C.C.I., Off. Dattapada  
Road, Borivali (E), Mumbai.

Ref: Agreement Signed by you on 3rd day of May 2002

In above connection as per Terms & conditions of above  
Agreement, we hereby hand over the possession of Gala  
No.11 ON Ground floor of above Building for furniture work.

Thanking you,

Yours faithfully,  
For NEHA ENTERPRISES

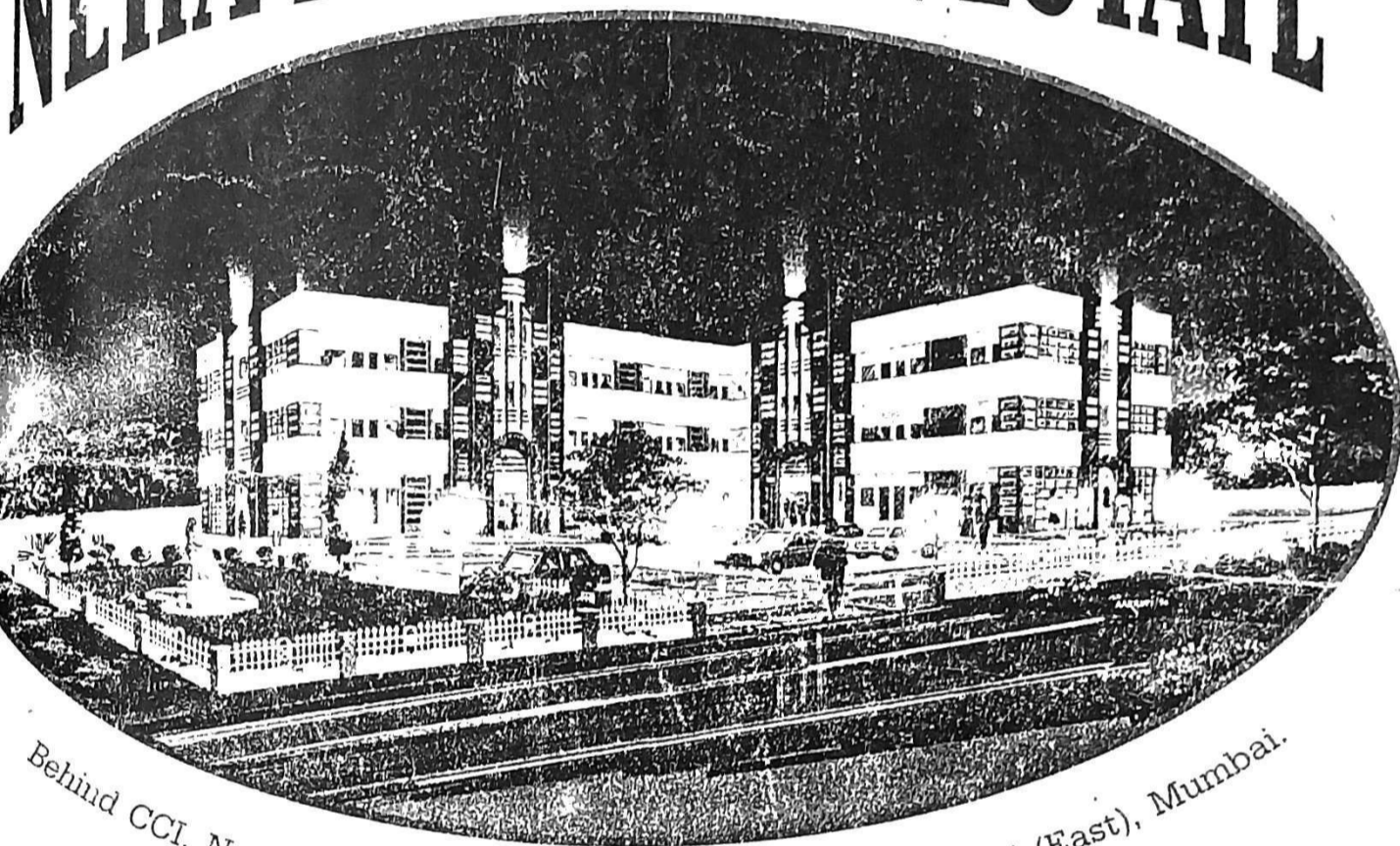
  
General Manager



P

T8

# NEHA INDUSTRIAL ESTATE



Behind CCI, Next to Shakti Ind., Off Dattapada Road, Borivali (East), Mumbai.

## AGREEMENT FOR SALE OF

UNIT NO. 11 ON GRD FLOOR

— WING OF NEHA IND ESTATE BUILDING

PARKING SPACE / STILT NO. —

DEVELOPERS  
NEHA ENTERPRISES

Rs Ninety three thousand one hundred

OFFICE OF THE  
SUB REGISTRAR AND  
ADMINISTRATIVE OFFICER  
OLD CUSTOM HOUSE  
MUMBAI-400 023.  
MAH/CRA/DIST/010

39

Stamp Duty  
Rs. 0093100 / - 30.4.02  
281984 00065  
INDIA MAHARASHTRA

# 1130663313 P

G. M. PUPLE  
Proper Officer,  
Sub Registrar & Administrative Office  
Mumbai 23.

ARTICLES OF AGREEMENT made at Mumbai, this 3RD day of MAY month in the Christian Year Two thousand two BETWEEN 1) MESSRS NEHA ENTERPRISES, a Partnership firm registered under the Indian Partnership Act, 1932 with the Registrar of Firms, at Mumbai, having their office at "Ashokraj" "H" Wing, S.V.Road, Goregaon (West), Mumbai-400062 hereafter referred to as the "BUILDERS" / PROMOTERS (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include the partners or partner for the time being constituting the said firm, the survivors or survivor of them the heirs, executors and administrators of the last survivor and their or his or her assigns) of the One Part AND

PD  
दीनर चण्ड

Mr/Mrs/M/s G. HEVER CHAND MISTRY having their address at C/602, Gokul Tower, Thakur Complex, Khandivadi (East), Mumbai. hereinafter called "The Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her /their respective heirs, executors, administrators, or survivors or survivors of them / their successor successors and permitted assigns) of the Other Part;

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दीनर चण्ड

WHEREAS



बदर- ६  
५५०५१५५  
२००२

(A) The Builders/Promoters are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property more particularly described in the schedules hereunder written

दीनर चण्ड PD



- (B) The Builders/Promoters have obtained the permission from the Competent Authority constituted under the provisions of Urban Land (Ceiling & Regulations) Act, 1976 for the development of the said property under No. C/ULCD-XV/6(1)SR XXII/404/969/3099 Dated 23.12.94.
- (C) The Builders/Promoters have got the plans for the development of the said property sanctioned and have obtained IOD bearing No. CHE/9617 dated 5.1.1995 and CC bearing No. CHE/9617 dated 30.3.1995
- (D) The Builders have appointed M/s. Sapre & Associates, Architects having their office at 'Dwarka', Tagore Road, Santacruz (West), Mumbai - 400 054 registered with the Counsel of Architects; as their Architects.
- (E) The Builders have also appointed Mr. M. R. Patil, Structural Engineer having their office at Vertex Vikas, M.U. Road, Andheri (East), Mumbai, and have got prepared structural design and drawing of the building and the builders have accepted the professional Supervisions of the Architects and Structural Engineers till the completion of the Building.
- (F) M/S. RANJIT & CO. Advocates & Solicitors for the Builders/Promoters by their certificate bearing No: R/22/02 dated 24<sup>th</sup> January 2002 have certified the title of the Builders promoters abovenamed to the said property described in the schedules hereunder written as clear, marketable and free from all encumbrances and reasonable doubts. Hereto annexed and marked

Annexure - '1' is a copy of the said certificate on title dated 24.01.2002 alongwith the relevant property cards.

बंद - १
५५०२/२५४
२००२
sanctioned plan



(G) The Builders/Promoters, in pursuance of the said certificate have constructed the construction work of the Building of ground + 2 floors known as "NEHA INDUSTRIAL ESTATE" and that

सिद्धेश्वर-५०५

the construction work of the said building is presently in full progress.

(H) The purchaser has approached the Builders for purchase of Unit No. 11 on the G.R.D floor and car parking space No. - (Hereinafter referred to as the said unit) in the building being constructed on the said property and the Builders have agreed to sale to the Purchaser and the Purchaser has agreed to purchase and acquire the same from the Builders for the lumpsum consideration of Rs. 8,31,000/- (Rupees Eight Lacs Thirty One Thousand only)

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दीवर-५०५

(I) Prior to the execution of these presents the Builders/promoters have handed over to the Purchaser/s the copies duly certified as true copies of all the hereinabove recited documents and/or orders and that before execution of these presents the Purchaser/s has /have taken full, free and complete inspection of the originals of the said documents and/or writings and that the Purchaser/s has. have now no grievance of whatsoever nature, in respect thereof.

J) The Builders/Promoters have agreed to sell and transfer and the Purchaser/s has /have agreed to purchase the Unit No. 11 On G.R.D floor in the said Building "Neha Industrial Estate" under construction on the said property described in the Schedules hereunder written, for the consideration and upon the terms and conditions said in the manner hereinafter appearing.

B  
दीवर-५०५

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

बदा- ६
५५०४ १३ ५४
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The Builders has constructed the said building on the said property described in the Schedule hereunder written to be developed by the Builders in accordance with the layout and building plan sanctioned by the B.M.C. and other concerned authorities. The Building shall be

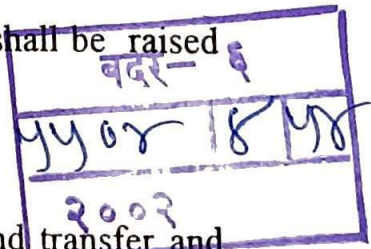
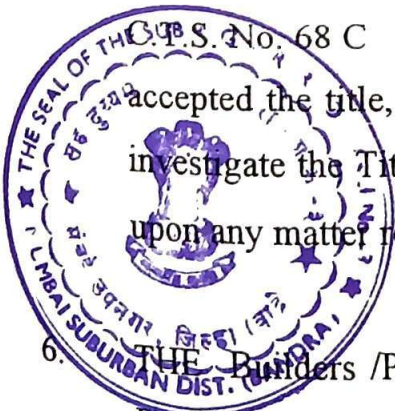
दीवर-५०५

B



constructed by the Builders in accordance with the Building plan prepared by their Architect and sanctioned by the B.M.C. and concerned authorities.

2. The said building is constructed by the Builders in accordance with the building plans prepared by their Architects and sanctioned by the concerned Authorities, with such modifications thereto as the Builders may incorporate therein. The premises in the said building shall contain amenities as per the particulars given in the Annexure'2' hereunder written.
3. The Builders hereby agree to observe, perform all the terms and conditions stipulations and restrictions if any, which may be imposed by the concerned local authority at the time of sanctioning the building plans and thereafter and shall before handing over possession of the said premises to the purchaser, obtain from the concerned local authority completion and/or occupation certificate in respect of the said premises.
4. The sanctioned building plans from the concerned Authorities in respect of the said building is open for inspection on all working days during office hours at the registered office of the Builders at 'Ashokraj', S.V.Road, Goregaon (W), Mumbai - 400 0 62.
5. The Purchaser has prior to the execution of this Agreement, satisfied themselves about the Title of the Builders to the said Plot No. 68 C Described in the Schedule hereunder written and accepted the title, and the purchasers shall not be entitled to further investigate the Title and no requisition or objection shall be raised upon any matter relating thereto.
6. THE Builders /Promoters do hereby agree to sell and transfer and Purchaser/s do hereby agree to from the Builders/Promoters the said Unit No. 11 On the GRD floor admeasuring 358 sq.ft (built up area) in the said building "Neha Ind. Estate" under



बदर-५०५ ०८

construction on the said property described in the Schedules hereunder written, (Hereinafter for brevity's sake to be referred to as the "Said Unit" ) for the lumpsum consideration of Rs. 2,31,000/- (Rs. Eight Lacs Thirty One Thousand only)

PO अक्षय चव्हा

Only) which amount has been agreed to be paid by the Purchaser/s to the Builders/Promoters as follows:-

(A) Rs. 1,51,000/- (Rs. One Lacs Fifty One Thousand only)

PO अक्षय चव्हा

Only) paid as and by way of earnest money as part payment of the consideration paid by the Purchaser/s to the Builder/s Promoters simultaneously upon the execution of these presents (the payment receipt whereof the Builder/s promoters do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the Purchaser/s for ever). Only) simultaneously upon the Builders/Promoters handing over the possession of the said unit/s to the Purchaser/s.

CH. 078169  
28/3/2002  
State Bank of India

(B) RS. 6,80,000/- (RS. Six Lacs Eighty Thousand only)

PO अक्षय चव्हा

only) simultaneously upon the Builders/promoters having intimate that the unit is ready.

7. A typical floor plan is hereto annexed and marked as Annexure-'3' and the said premises agreed to be sold and transferred by the Builders/Promoters to the Purchaser/s is shown surrounded by red colour boundary line on the said plan.

8. The time for payment of each and every installments of the purchase price, as provided hereinabove, shall be the essence of the contract. The certificate of the Architects of the Builders/promoters, in respect of the completion of the work from time to time shall be the conclusive proof and the Purchaser's cannot challenge and/or dispute the same.



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PO

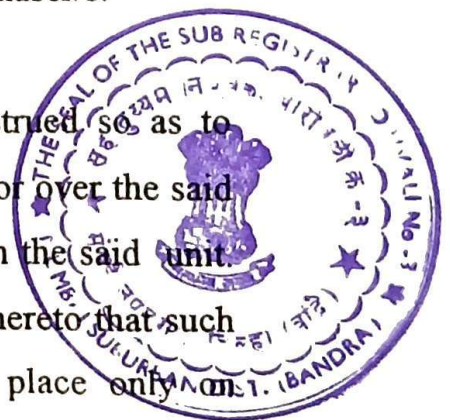
पृष्ठ - ६
५५७४ ५५७४
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9. The Purchaser/s do hereby agree and undertake to pay each and every of the aforesaid installment within a period of 7 days from the receipt of the written intimation as above, from the Builder/s Promoters, without committing any delay and/or default

10. It is expressly agreed that for any reason whatsoever nature if the Purchaser/s fail and/or neglect to make payment of any of the installments within the stipulated period of 7 days without prejudice to any other rights of the Builders/Promoters the Builders/Promoters shall be entitled to terminate these presents by giving to the Purchaser/s a notice in writing of a period of four weeks making time for payment of the defaulted amount of installment as essence of the contract and calling upon the Purchaser/s to pay the said defaulted amount of installment within the said period of four weeks alongwith Interest thereon @ 24% p.a. within the said stipulated period of four weeks in that case the Builders/Promoters shall be entitled to treat these presents as cancelled and/or terminated and to forfeit all the amount received till then received by the Builders/promoter from the purchaser/s and thereafter Builders/promoters shall be entitled to sell, transfer and dispose of the said premises agreed to be sold as herein mentioned, to any other buyer of the choice of the Builders/Promoters for such terms and conditions sand for such consideration as the Builders/Promoters may deem fit, proper and necessary without having any reference of whatsoever nature to the Purchaser/s.

11. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever unto or over the said property or the said building or any part thereof or in the said unit. It is specifically agreed by and between the parties hereto that such conferment relating to the said unit shall take place only on transfer and/or Assignment of Builders' right, title and/or interest in the said property by execution of Conveyance and/or Deed of Assignment of leasehold rights in favour of the Co-operative



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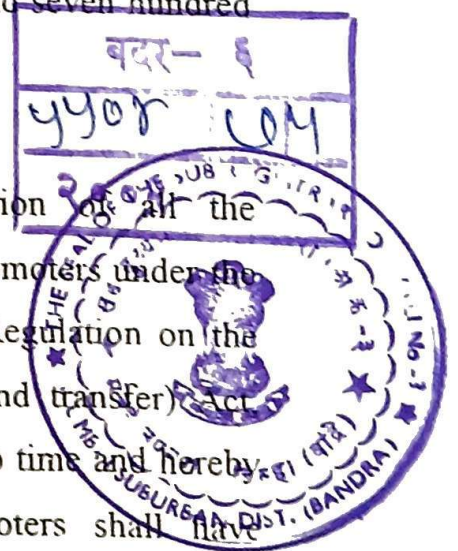
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Society or Association of the Unit owners or Private Limited Company, as the case may be.

12. The said building shall always be named and called as "NEHA INDUSTRIAL ESTATE".
13. On or before the Builders/Promoters handing over the possession of the said Unit to the Purchaser/s, the Purchaser/s shall pay and/or deposit with the Builder/Promoter the following amounts :-
- Rs. 261/- (Rupees Two hundred Sixty One only) being share money and entrance fee for society, corporate body and/or Association.
  - Rs. 2000/- (Rupees Two thousand Only) towards the costs, charges and expenses for formation and registration of the Society.
  - Rs. 5,000/- (Rs. Five thousand only) towards electric deposit, water meter deposit and other deposits and expenses.
  - Rs. 15,000/- (Rs. Fifteen thousand only) being one years advance to meet outgoings, municipal taxes, water taxes, common electric bills etc.
  - Rs. 2,500/- (Rs. Two thousand five hundred only) towards legal charges for preparation and execution of documents.
  - Total Rs. 24,761/- (Rs. Twenty four thousand seven hundred sixty one only).

14. The Purchaser/s admit/s having taken inspection of all the documents required to be given by the Builders/Promoters under the provisions of the Maharashtra Ownership Flats (Regulation on the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed thereunder from time to time and hereby agrees/s and confirm/s that the Builders/Promoters shall have irrevocable right for the purposes set out herein and the Builders/Promoters shall be entitled to exercise the same as if the Purchaser/s has/have given prior written consent to the

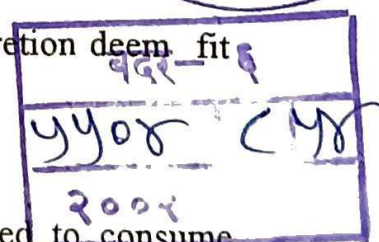
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Builders/Promoters as required under the said Act and rules with a view to remove any doubts the Purchaser/s hereby confer upon the Builders/Promoters the right and/or authority for the purposes set out hereinbelow:-

- (a) Without changing the area and location of the said premises Builders/Promoters shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-division plan and also the specifications in respect thereof.
- (b) The Builders/Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise as also T.D.R. F.S.I. on the said property at present or in future and for the purposed of consuming such balance and/or additional floors as the Builders/Promoters may think fit and proper. Such full consumption of available F.S.I. is to be fully utilized by the Builders/Promoters before the conveyance in favor of the society.
- (c) The Purchaser/s and/or the society or Association of the Purchaser/s of all the unit shall not raise any objection on any ground as to the builders/promoters' right, reserved hereunder.
- (d) The Builders/Promoters shall be entitled after consuming such balance and/or additional F.S.I. by constructing tenements/units, to sell such tenements for such permissible user as the Builders/Promoters may think fit and proper to such person or persons for such consideration as the Builders/Promoters may in their absolute discretion deem fit and proper.
- (e) The Builders/Promoters shall also be entitled to consume additional and/or balance FSI. available under D.C. Rule or by any special concession being granted by the Municipal



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Corporation of Greater Bombay or any other authorities including the F.S.I. available in lieu of the road widening setback reservation etc.

- (f). The Purchaser/s of the unit herein and all other purchaser/s of the Industrial galas and other units in the said building shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, open areas inclusive of the garden area and that the rights of the Purchaser/s is confined only to the unit agreed to be sold as such areas shall belong and owned by Builders/Promoters and by the Society when formed and registered.
- (g). The percentage of the undivided interest of the Purchaser/s in the common areas and the facilities limited or otherwise pertaining to the units agreed to be sold herein shall be in proportion of the area of the unit agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Builders/Promoters.
- (h). Irrespective of the possession of the Unit being given to the Purchaser/s and/or the Management being given to the ad-hoc committee or the Unit Purchaser/s the rights under this clause and and/or under this agreement reserved for the Builders/Promoters for exploiting the potentiality of the property described in the schedule hereunder written shall be subsisting and shall continue to vest in the Builders/Promoters till the conveyance is executed and the Builders/Promoters shall be entitled to execute the conveyance or procure the Deed of Conveyance reserving such rights in the said property in favor of the Builders/Promoters as may be outstanding at the time of execution of the Conveyance.



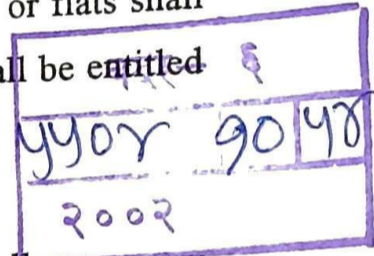
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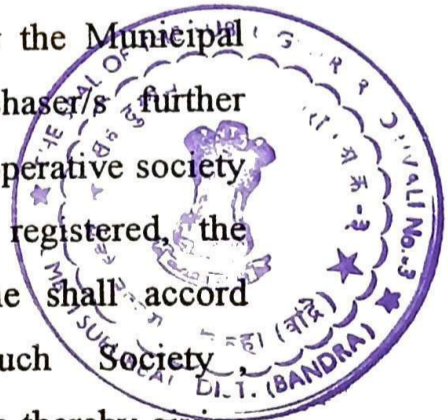
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२००२	



15. The Purchaser/s agree/s and give/s his/their irrevocable consent that the Builders/Promoters shall have a right to make additions, alterations, amendments and, changes in the building plans and/or to the said buildings or any part thereof for any user or to change the user (excluding the said unit) including to raise addition floors or structures on the said building or open part of parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include the right to use and consume F.S.I. or the additional F.S.I. or TDR which may become available in respect of the said property or any other lands at any time in future by reserving such rights in Conveyance or to make such amendments/alterations in the sanctioned plan as may be permitted by the Municipal Corporation of Greater Bombay or the other authorities and such additional structure or floors or flats shall be the sold property of the Builders/Promoters who shall be entitled to deal with and./or dispose off the same.



16. The Purchaser/s hereby irrevocably agree/s that all necessary facilities, assistance and co-operation will be rendered by the Purchaser/s to the Builders/Promoters to enable them to make addition and or alteration and /or raise additional floor/floors or structures or buildings in accordance with the plans sanctioned or which may hereafter be put up and sanctioned by the Municipal Corporation of Greater Mumbai and the Purchaser/s further irrevocably agree/s that even after the proposed Co-operative society or an Association or a Limited Company is registered, the Purchaser/s as member/s or shareholder/s of the same shall accord and deem to have accorded consent through such Association or Limited Company as the case may be thereby giving to the Builders/Promoters full facility, assistance and co-operation, interalia, for change of user, to make said additional floors which may be constructed by the Builders/Promoters and also for aforesaid purpose, to make necessary changes including shifting of water tanks among other things. The Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in



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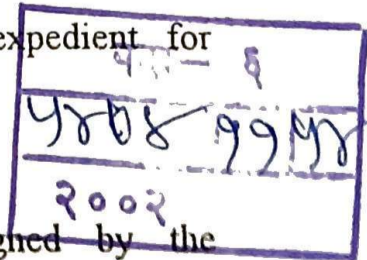


price of the said unit agreed to be acquired by him or compensation or damage on account of said changes or additional construction which may be made by the Builders/ Promoters.

17. The Builders/Promoters hereby agree 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 thereafter and shall before handing over possession of the unit to the unit purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the said industrial units.

18. The said building is expected to be completed and possession of the said Unit is expected to be delivered on or about unless prevented by or due to any Act of God or Act of State or force majors or layout troubles or any litigation or any objection of the Municipal or other authorities or for any reason or circumstances wheresoever beyond the control of the Builders/Promoters and in such event the time for completion of the Building and delivery of the possession of the said unit shall be automatically extended for such further time as the Builders/Promoters may determined. Under any circumstances the Purchaser/s shall not be entitled to claim any damages or compensation whatsoever on account of delay or default in giving possession of the said Unit.

19. The Purchaser/s agree/s to sign and deliver to the Builders/promoters before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Builders/Promoters including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Cooperative society.



20. Until the said property is transferred or assigned by the Builders/Promoters to the Co-operative Society, or Association or Ltd. Company as the case may be by execution of a document of

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transfer or assignment as hereinafter provided and/or possession of the said property is delivered by the Builders/Promoters, to the Co-operative society and intimation of the same is received by the Purchaser/s from the Builders/Promoters regularly and punctually all contribution and other amounts to be paid by the Purchaser/s shall not withhold any such payment to the Builders/promoters. However, if the Builders/Promoters in their absolute discretion so desire they shall be entitled to entrust the Management of the said property to the said Co-operative society or to the adhoc committee for looking after disbursement of contribution from the purchaser/s of units in the said Building towards payment of outgoings and expenses referred to herein, then in such event the Builders/Promoters shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses and any of them or be liable for any consequences arising due to delay in payment or nonpayment thereof or for any matter concerning maintenance or management of the said property and all responsibilities in that behalf shall be of the said cooperative Society or the ad-hoc committee or the Purchaser/s as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said units and pay the outgoings to the same shall not affect the rights of the Builders/Promoters provided under this Agreement, nor the such act on the part of the Builders/Promoters' shall be deemed to be a waiver of the rights of the builders/promoters under this Agreement.



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- The Purchaser/s is aware that the Builders/ Promoters shall be paying the maintenance, municipal taxes and all the outgoings in respect of whole of the property for and on behalf of the Purchaser/s of the industrial units and it shall be the Paramount responsibility and obligation of the Purchaser/s to pay all the outgoings regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Builder/Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential

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supply being disconnected, it shall be the responsibility of the Purchaser/s and all the purchaser/s together who shall be deemed to be owners under the provisions of the Maharashtra Ownership Flats Regulation on the promotion of Construction, Sale, Management and Transfer) act, 1963 and/or any other relevant law or statute in respect of the Units in respect of which possession has been given by the Builders/Promoters.

22. On possession being taken by the Purchaser/s. The Purchasers shall not be entitled to make and shall not make any claim, objection, contentions or proceedings against the Builders/Promoters regarding the said building or the said unit or anything connected therewith including defects, quality of construction, materials, additions or alterations etc.,. And the same if any, shall be treated and deemed to have been extinguished and/or waived.
23. The Purchaser/s of the respective outing shall be entitled to use and occupy their, respective units only for the use for which they are permitted to be used by the Municipal Corporation of Greater Mumbai.
24. In the event of the Builders being entitled to construct any additional structure or structures or the Builders to make alterations or additions in the said property under the building bye-laws, rules and regulations of the Municipal Corporation of Greater Bombay or otherwise or in the event of the Builders becoming entitled to construct any structure or structures or alterations and/or additions in the said property by virtue of any alterations or amendments of the Building bye- laws or rules and regulations of the Municipal Corporation of Greater Bombay or otherwise, the Builders shall be entitled to carry out construction of such additional structures and/or additions or modifications, alterations or additions in the said Industrial building which is proposed to be constructed in the said property.



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25. The Builders/Promoters agree that the possession of the said unit shall be delivered to the unit Purchaser/s after the full payment of all amounts by the Purchaser/s and/ or the completion of the building and issue of occupation certificate by Municipal authorities. If the Builders/Promoters fail and/or find it difficult to give possession of the unit to unit purchaser/s on account of reasons beyond their control and of their agents as per the provisions of section (8) of Maharashtra Ownership Flat (Regulation on the promotion of construction, Sale, Management and Transfer) Act, 1963 or any other law applicable by the aforesaid date or dates prescribed in section(8) of the said Act, then the Builders/Promoters shall be liable on demand to refund to the Unit Purchaser/s the amounts already received by him/them in respect of the unit with simple interest at 9% (nine percent) per annum from the date the promoter received the sum till the date, the amounts and interest thereon is refunded by the Builders/promoters to the Unit Purchaser/s, it shall, subject to purchaser having carried out his/their obligation and prior encumbrances, if any, be charge on the said land as well as the construction or building in which the premises are situated or were to be situated.

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26. Provided that the Builders/Promoters shall be entitled to reasonable extension of time for giving delivery of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of:

(A) non-availability of steel, cement, other building material water or electric supply.

(B) war, civil commotion strike, labour dispute or act of god and/or any other natural calamity and other cause beyond the control of the Builders/Promoters.

(C) any notice order, rule, notification of the Government and/or other public competent authority.



27. The Conveyance or Assignment of the said property shall be executed and/or purchaser/s of the Unit shall be made member of

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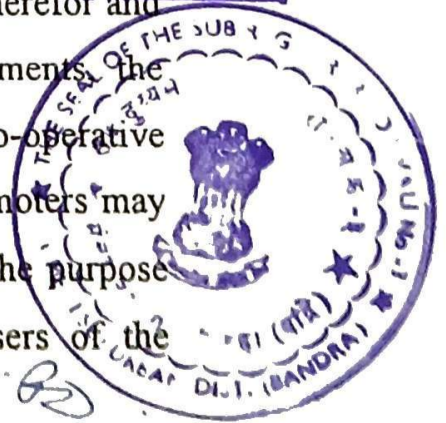
the society, provided all the amounts payable by the Purchaser/s under these presents are fully, paid to the Builders/Promoters shall not be responsible if they are unable to execute Conveyance in respect of the said property as aforesaid or if the completion certificate not being received from the Bombay Municipal Corporation or by reason of war, civil commotion, act of god, non-availability of Builders/Promoters, materialism result of any notice rule or notification of the Government and/or any other public authority and/or any other cause beyond the control of the Builders/Promoters. It is expressly agreed by the Purchaser/s that under no circumstances, the purchaser/s shall be entitled to claim any damages of whatsoever nature on account of delay and/or default in giving conveyance of the said property.

28. The Builders/Promoters shall cause the said property conveyed to the Society of the Purchaser/s of the various units to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or any of the Law applicable for the time being or a Limited Company of an Association as the case may be and required the Purchaser/s to form a society only on the completion of the said project and before such time the Purchaser shall not be entitled to call upon the Builders/Promoters to form a society and/or to transfer the said property. If the said property could not be conveyed for want of subdivisions then the Builders/ Promoters shall cause a lease in perpetuity with a nominal lease rent executed in favour of the society and the Purchaser/s of the units in the said buildings shall accept the same.

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29. Upon all the units having been sold and money received therefor and the purchasers executing necessary papers and documents, the Builders/Promoters will take necessary step to form a co-operative society or a company or Association as the Builders/Promoters may deem fit. All necessary costs, charges and expenses for the purpose aforesaid shall be proportionately paid by the Purchasers of the Units.

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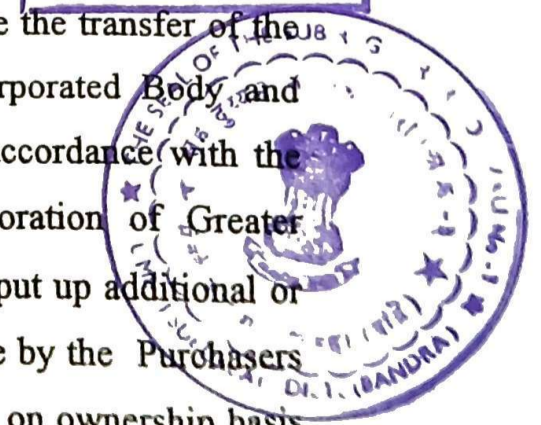




30. The Purchaser/s shall within (7) days of the Builders/Promoters calling upon him/them to do and execute all acts, deeds, documents and papers for or in connection with the formation and registration of the society and also do hereby irrevocably accord his consent to the Builders/Promoters for making additions and alterations in the application and all annexures or accompaniments for or in connection with the formation and registration of the society, by-laws or constitution or rules whereof or other papers to be submitted in connection therewith even subsequent; to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be required by the authorities concerned or as may be desired by the Builders/Promoters to protect the rights and interest of the Builders/Promoters and the purchaser/s agree/s to be bound by the said additions and alterations and hereby covenants and undertakes not to take any objection or action the matter or to do anything whereby the rights and interest of the Builders/Promoters may be affected, prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that responsibility for the formation and registration of the said society, shall be of the Purchaser/s and other Purchasers and not of the Builders/promoters notwithstanding anything done by the Builders/Promoters in that behalf. The Purchaser/s further agree/s to pay admission fees and share subscription amounts for becoming the member of the said society.

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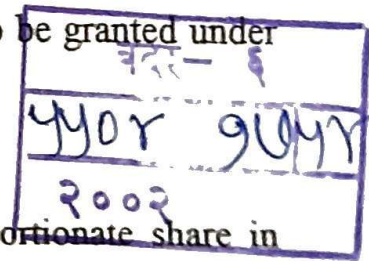
31. It is agreed that if the Floor Space Index is not consumed in full in the construction of the said building and if before the transfer of the property to a co-operative society or an Incorporated Body and further construction on the land is allowed in accordance with the rules and regulations of the Municipal Corporation of Greater Bombay, then the Builders would be entitled to put up additional or other constructions without any let or hindrance by the Purchasers and to sell the additional premises thus available on ownership basis and to receive and appropriate the price in respect thereof. It is



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however agreed by the Builders that they will not construct such additional or other structure so as to adversely affect the area of the location of the premises agree to be sold to the Purchaser. The Purchasers hereby gives his irrevocable consent to such construction by the Builders and for that matter to make such alterations or changes in the plans shown to the Purchasers.

32. The Purchaser/s of all such units subject to they having performed their Obligations shall be admitted by the Co-operative Society as members of the Society or as Shareholders of the Company or the Company or as member of any other association that may be formed with the same rights and the same benefits sand subject to the same obligations as those of the Purchaser/s and other members of such society, company or association as the case may be without any reservations or conditions. No transfer fees premium or any other amount save and except nominal entrance fees, share money and other moneys paid by the Purchasers at the time of formation, shall be charges from the Purchaser/s.
33. The property shall 1 be transferred by the Builders/Promoters by causing the vendors/Owners to execute a Deed of Conveyance and in such documents the Builders/promoters shall join as a confirming parties transferring the Buildings./ In the event of the transfer of the property being affected earlier[ for any reason whatsoever then in such case all the rights of the Builders/Promoters under this Agreement shall be in full force and binding upon the transferee and al l its members and such transfer shall always be deemed to be subject to the provisions of the Agreement and the transferee shall not have any better right than the right intended to be granted under this Agreement.



34. The Purchaser/s shall also pay his/her/their proportionate share in respect of the payment made and/or required to be made by way of betterment charges contribution municipal taxes, property taxes,

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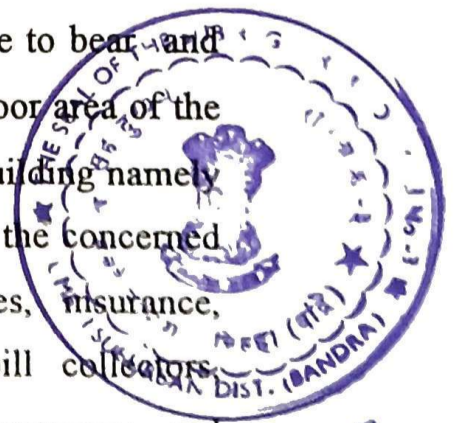
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rates, cess, charges and/or other amounts in respect of the said property without raising any objections.

35. Upon the possession of the said premises being delivered to the Purchaser/s he/she /they shall be entitled to use and occupy the said unit and he/she/they shall have no claim against the Builders in respect of any item of work in the said unit which may be alleged not to have been carried out or completed. The only liability of the Builders/Promoters shall be the statutory liability under section 7(2) of the Maharashtra Ownership Flats (Regulation on the Promotion of Construction Sales, management and transfer) Act, 1963.
36. The Purchaser/s hereby agree/s to contribute and pay his/ their proportionate share towards the costs, expenses and outgoings in respect of the said premises. The Purchasers shall be responsible for additional taxes ;that may be levied by the Municipal Corporation of Greater Bombay by breach of any permitted tenancy or leave and license agreement in respect of the premises agreed to be sold to the Purchaser/s.
37. The unit purchaser/s shall take possession of the unit within 7 days from the Builders/promoters giving written notice to the unit purchaser/s intimating that the said units are ready for use and occupation.
38. Commencing a week after notice in writing is given by the Builders/Promoters to the unit Purchaser/s that the unit is ready for use and occupation, the unit purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of the 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 clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and

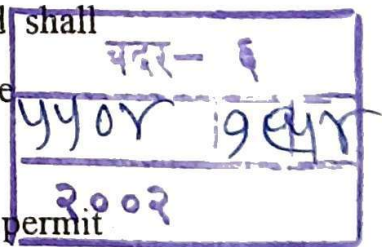
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building/s until the society/Limited Company is formed and the said land building transferred to its unit purchaser shall pay to the Builders/promoters such proportionate share of outgoings as may be determined. The unit purchaser further agrees that till the unit purchaser's share is so determined the unit Purchaser/s shall pay to the Builders/Promoters provisional monthly contributions towards the outgoings amount so paid by the unit purchasers to the Builders/Promoters until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section (6) of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provide for this agreement) shall be paid over by the Builders/promoters to the society or the Limited Company as the case may be. The unit purchaser/s undertake/s 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.

39. The Purchaser/s shall maintain his/her /their own costs the unit or parking space agreed to be acquired by him/her/them in the same good tenable condition, state and order in which it is delivered to him/her/them and shall not do and cause to be done anything in or the said building premises, staircase and common passage, which may be against the rules and shall abide by all the bye-laws, rules and regulations of the government, Bombay Municipal Corporation, B.S.E.S. Ltd., and all other authorities and local bodies and shall attend, answer; and be reasonable for compliance with the same



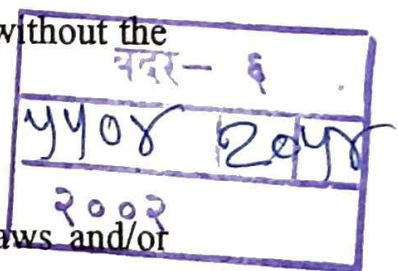
40. The unit purchaser/s shall use the unit or any part thereof or permit the same to be used only for purpose thereof or permit the same to be used only for industrial purpose as permitted under law and/or be permitted by the Municipal Corporation/ Statutory Authority and/or the said Society. He/She/they shall use the garage or parking space

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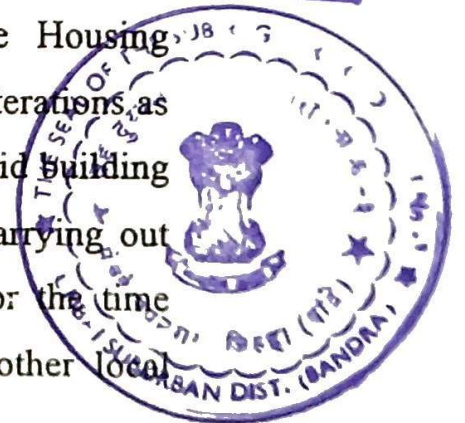


only for purpose of keeping or parking space only for purpose of keeping or parking the unit purchaser's own vehicle.

41. The Purchaser/s shall not let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any way encumber, or deal with or dispose off or part with his interest, possession or the benefit of this Agreement in the said unit or assign, underlet or part with his/their interest under or the benefit of this Agreement/s or any part thereof until all the dues Payable by him/them to the Builders/Promoters under this Agreement are fully paid up and only if the purchaser is not guilty of breach of or at observance of any of the terms and conditions of this Agreement and until the Purchaser/s obtain prior written consent from the Builders/Promoters and/or society. In the event of any such permitted transfer or assignment the Purchaser/s shall pay to the Builders/Promoters and/or the said Co Operative Housing Society a transfer fee and/or damages, if any, before the Builders/Promoter/s and/or the said Cooperative Housing society a transfer fee and/or damages, if any, before the Builders./ Promoter/s Society grant any such permission. Even after the formation of the society and transfer of the property to the Society the bye-laws of the Society shall provide that no member shall transfer, let out or encumber his industrial unit and parking space or give it on leave and license basis or part with the possession of the same without the previous consent in writing of the society.



42. The Purchaser/s shall observe and perform all the bye/laws and/or rules and regulations with the proposed co-operative Housing society on registration may adopt and the additions and alterations as amended thereof for protection and maintenance of the said building and industrial units therein an for the observance and carrying out the building's rules and regulations and the bye-laws for the time being of the Municipal Corporation of Bombay and other local authorities and Government or other public body.



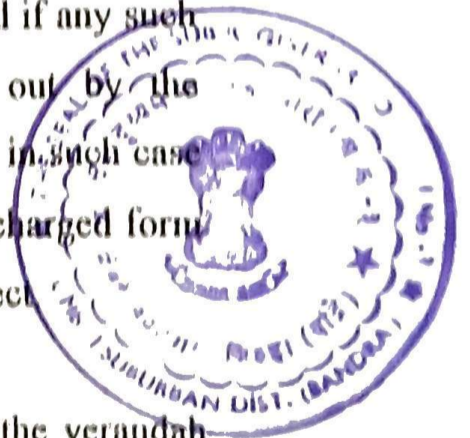
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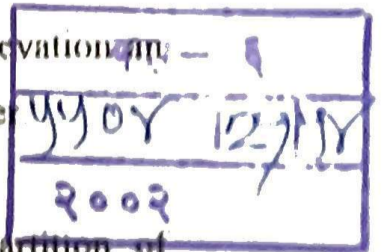


43. The Purchaser/s agree/s and bind himself/themselves/herself to pay his/their /her proportionate share as may be determined by the Builders/Promoters of all outgoings in respect of the property, including all Government rates, taxes and charges and collector/s Bills, Electricity and Water Deposits, insurance, common lights, watchman and sweeper's wages, sanitation, additions and alterations, oil painting, colour washing, repairs etc. More specifically mentioned in the Schedule hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the property. The Purchaser/s shall indemnify and keep indemnified the Builders/Promoters against the payment of all taxes and other payments and expenses. If on account of failure on part of the purchaser/s and/or Purchasers of any other flat, to pay such proportionate share and if the said authorities concerned take any action for the recovery of the same, the Builders/promoters shall not be liable or responsible for any loss or damages which may be suffered by the Purchaser/s and/or society on account of the said action.

44. The Purchaser/s shall not carry out any internal additions, alterations or changes without the prior written consent of the Builders/Promoters during the defect liability period and if any such alterations, additions or changes are being carried out by the Purchaser/s herein or other purchasers of the units then in such case the Builders/Promoters herein shall be released and discharged from the obligation to rectify or repair the said structural defect.



45. The Purchaser/s shall not be entitled to the closing of the verandah or balconies or make any alterations or changes in the elevation or outside colour scheme of the unit to be acquired by him/her.

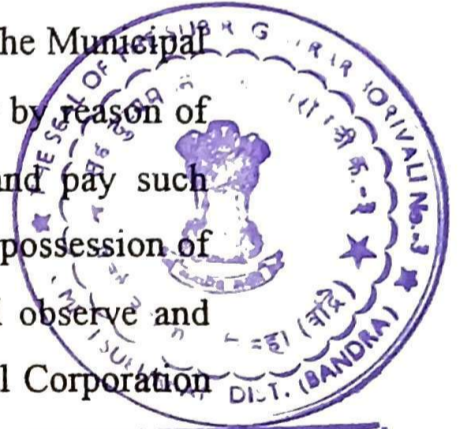


46. The Purchaser/s shall not be entitled to claim a partition of his/her/their share in the said property and/or the said building and the same shall always remain undivided and impartible.

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47. The Purchaser/s shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Builders or these office bearers of the proposed co-operative society may require in safeguarding the interest of the Builders and/or the Purchaser/s in the said building if any car parking space/garage is purchased by the Purchaser/s herein the Purchaser/s shall only a nominal member/s..
48. The Purchaser/s and the person who claim the said premises through the Purchaser/s shall observe and perform all the stipulations and conditions laid down by such co-operative society as the case may be regarding the occupation and use of the of the building and/or industrial units/garas and shall pay and contribute regularly towards the taxes, ground rent and/or expenses or other outgoings in accordance with the terms and conditions of this Agreement.
49. So long as each premises in the said building is not be separately assessed for taxes and water rates by the Municipal Corporation of Greater Bombay, the Purchaser/s shall pay proportionate share of the water taxes and other taxes assessed on the whole building by the Municipal Corporation of Greater Bombay PROVIDED HOWEVER that if any special taxes and/or rates are demanded by the Municipal Corporation of Greater Bombay or any other authority by reason of any permitted use, the purchaser alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the premises, the purchaser and other purchasers shall observe and perform all the Rules and Regulations of the Municipal Corporation of Greater Bombay and other statutory bodies and shall indemnify and keep indemnified the Builders against any loss or damage
50. The purchasers hereby agrees that in the event of any way of premium to the Municipality or to the state Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the builders, the case shall be reimbursed by the Purchasers to the Builders in proportion to the area of the premises agreed to be purchased by the Purchaser and in



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determining such amount the decision of the Builders shall be conclusive and binding upon the Purchasers.

51. The Purchaser/s hereby agree/s and undertake/s to be a member of the Co-operative Society to be formed in the manner herein appearing and also agree/s from time to time to sign and execute the application for registration and all other papers and documents necessary for the formation and registration of the Society including the bye/laws of the proposed society and dully filled in. Signed and return within 7 (seven) days of the same being forwarded by the Builders /promoters to the Purchaser/s no objection shall be raised by the Purchaser/s if changes or modifications are made in Co-operative Societies or other competent Authority. The Purchaser/s shall be bound from time to time to sign all papers and documents and to act in such a way from time to time for safe/guarding the interest of the Builder/s Promoters and of the other Purchasers of the industrial units/galas in the said building.

52. The Purchaser/s agrees and undertake/s on demand to do execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Builders/Promoters for further better or more perfectly effectuating or preserving the rights and interest of the Builders/promoters or for securing the due fulfillment of the provisions thereof.



53. The Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the unit may come, doth hereby covenant with the Builders/Promoters as follows:

बंदर - ६
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(A) To maintain the unit at unit purchase/s own cost in good tenantable repair and conditions from the date of possession of the unit and shoal not do or suffer to be done anything in or to the building in which the unit is situated the against rules, regulations or bye-laws of concerned local authority and/or

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determining such amount the decision of the Builders shall be conclusive and binding upon the Purchasers.

51. The Purchaser/s hereby agree/s and undertake/s to be a member of the Co-operative Society to be formed in the manner herein appearing and also agree/s from time to time to sign and execute the application for registration and all other papers and documents necessary for the formation and registration of the Society including the bye/laws of the proposed society and dully filled in. Signed and return within 7 (seven) days of the same being forwarded by the Builders /promoters to the Purchaser/s no objection shall be raised by the Purchaser/s if changes or modifications are made in Co-operative Societies or other competent Authority. The Purchaser/s shall be bound from time to time to sign all papers and documents and to act in such a way from time to time for safe/guarding the interest of the Builder/s Promoters and of the other Purchasers of the industrial units/galas in the said building.

52. The Purchaser/s agrees and undertake/s on demand to do execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Builders/Promoters for further better or more perfectly effectuating or preserving the rights and interest of the Builders/promoters or for securing the due fulfillment of the provisions thereof.



53. The Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the unit may come, doth hereby covenant with the Builders/Promoters as follows:

बंदर - ६
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(A) To maintain the unit at unit purchase/s own cost in good tenantable repair and conditions from the date of possession of the unit and shoal not do or suffer to be done anything in or to the building in which the unit is situated the against rules, regulations or bye-laws of concerned local authority and/or

बंदर - ५५४



Co-operative Society or change/alter or make addition in or to the unit or any part thereof without written consent of the Society.

(B) Not to state in the unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated 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 whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the unit is situated, including entrance of the building in which the unit is situated and in case any damage is cause to the building in which the unit is situated or the unit on account of negligence or default of the unit purchaser/s in this behalf, the unit purchaser shall be liable for the consequences of the breach.

(C) to carry at his own costs all internal repairs to the said unit and maintain the unit in the same conditions, set and order in which it was delivered by the Builders/Promoters to the unit Purchaser/s and shall not do or suffered to be done anything in or to the building in which the unit is situated or the unit which may be given the rules and regulations and bye/laws of the concerned local authority or other public authority.



(D) Not to demolish or caused to be demolished the unit or any part thereof, not at any time make or caused to be made any addition or alterations of whatever nature in or to the unit or any part thereof, nor any alterations in the elevation and outside colour scheme of the building in which the unit is situated and shall keep the portion, sewers, drains, pipes in the unit and appurtenances thereto 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 unit is

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situated and shall not chisel or in any other manner damage the columns, beams, walls, slab or RCC, Paradise or other structural members in the unit without the prior written permission of the Builders/Promoters 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 unit is situated or any part thereof or hereby any increase 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 unit in the compound or any portion of the said land and the building in which the unit is situated.
- (G) Pay to the Builders/Promoters within 7 (Seven) days of demand by the Promoters/Builders, his share of security deposit demanded by concerned local authority of Government or giving water, electricity or any other service connection to the building in which the unit is situated.
- (H) To bear and pay increase in local tax, water charge, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the unit purchaser/s viz. User for any purposes other than for industrial purposes.
- (I) The unit purchaser/s shall not let sub-let, transfer assign or



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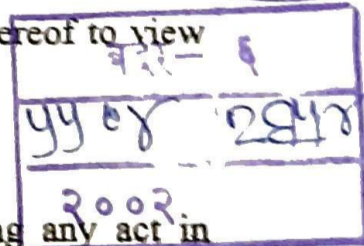
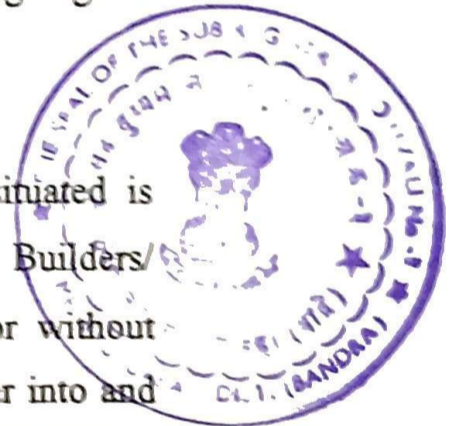
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the unit Purchaser had not been guilty of breach of or non/observance of any of the terms and conditions of this Agreement and until the unit Purchaser has intimated in writing to the Builders/Promoters.

- (J) That unit purchaser/s 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 an the units therein and for the observance; and performance of the building rules, regulations, and bye-laws for the time being of the concerned local authority an of Government and other Public bodies. The unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the society/Ltd. Company regarding the occupation and use of the unit 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 a conveyance of building in which unit is situated is executed the unit purchaser/s shall permit the Builders/Promoters and their surveyors and agents with or without workmen and other, 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 conditions thereof.



- (L) In the event of the unit purchaser/s committing any act in contravention of the above provisions, the unit purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

54. Irrespective of disputes, if any arises between the Builders/Promoters and the Purchaser/s and/or the said Co-operative society all amounts, contributions and deposits including amounts payable

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by the Purchaser to Builders/Promoters under this Agreement shall always be paid punctually by the Purchaser/s to the Builders/Promoters and shall not be withheld by the Purchaser/s for any reason whatsoever.

55. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay to the Builders/promoters any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser in any other way fails to perform or observe any of the covenants and stipulations on his/their part herein contained or referred to or prevents the Builders/Promoters from exercising the Builders/Promoters' right as Provided in this agreement than in that event the Builder/s Promoters shall be entitled to resume the possession of the said unit, an this agreement shall cease and stand terminated and the earnest money already paid by the Purchaser/s to the Builders/Promoters; sand the Purchaser/s shall have to claims for refund or repayment of the said earnest money and the Purchaser/s hereby agrees to forfeit all his right, title and interest in the said unit and under this Agreement and in such event the Purchaser/s and/or his nominee or nominees shall also be liable to immediate ejection as a trespasser.

56. In the event of non/observance of non performance of any of the provisions of this Agreement on the part of the Purchaser/s, this Agreement shall at the option of the Builders/Promoters come to an end and all rights of the Purchaser/s in respect of the said unit and the said money shall extinguish and come to an end and the Purchaser/s shall not be entitled to take any objection or proceedings or make any claim in respect thereof. On such termination being made the Builders/Promoters shall refund the entire amount paid by the Purchasers to the Builders till that date after deduction and/or forfeiture of 25% amount thereof.



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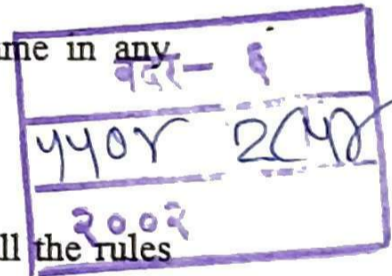
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57. Nothing contained in this Agreement is intended to be not shall be construed as a grant, demise or assignment in law or confer upon the Purchaser/s any right, title or interest of any and whatsoever in the said flats or of the said plot and building or any part thereof. Such conferment of rights or title shall take place only upon the execution of the Conveyance in favour of the Co-operative Society or Limited Company to be formed of the Purchaser/s of different flats etc. in the said building herein stated. The Unit Purchaser/s shall have no claim save and except in respect of the unit thereby agreed to be sold to him/them and all open spaces, parking spaces, etc. Will remain the property of the Builders/Promoters until the said land and Building is transferred to the Society/ Limited Company as hereinabove mentioned.

58. Any delay tolerated or indulgence shown by the Builders/Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the unit purchaser by the Builders/Promoters shall not be construed as a waiver on the part of the Builders/Promoters of any breach or non/compliance of any of the terms and conditions of this /Agreement by the unit Purchasers nor shall the same in any manner prejudice the rights of the Builders/Promoters.

59. The Purchaser/s hereby agree/s to observe and perform all the rules and regulations which the said Society or Limited Company or incorporated body may adopt at its inception and/or from time to time for the purpose of protection and maintenance of the interest of its members and for observing and confirming the building rules and the Municipal bye-laws and regulations in force and for fully and properly vesting the said property in the said society or a limited Company or incorporated body respecting the use and occupation of the particular premises by particular member and to contribute regularly and punctually towards the expenses to be incurred for maintenance and upkeep charges.



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60. The purchaser agrees and binds himself/herself/themselves to pay regularly in accordance with the terms and conditions set out hereof the Builders/promoters until the Deed of Conveyance, Assignment of the said property is executed in favour of the body corporate as aforesaid and therefore to the aforesaid corporate body or as the case may be proportionate share that may be fore (a) Insurance premium, (b) All Municipal and other taxes that may from time to time be levied and water charges and (c) outgoings for the maintenance and management of the building, common lights and outgoings and collection charges, charges of watchman, sweeper incurred in connection with the said property or deposit with the Maharashtra State Electricity Board & Municipality.

61. The Purchasers hereby agrees and undertake to be a member of the Cooperative Society, or on Incorporated body or Ltd. Company to be formed and also from time to time sign and secure the application for registration, other papers and documents necessary for the formation and registration of such society or an incorporated body including Bye-laws of such society and duly fill-in, sign and return within 3 days of the same being forwarded by the Builders to the Purchasers. No Objection shall be taken by the Purchasers to the charges or modifications which are made in the draft bye-laws As may be required by the Registrar of Cooperative Societies or other competent authorities. The Purchasers shall be bound from time to time sign all papers and documents sand to do all other things as the Builders may require him to do from time to time for safeguarding the interest of the Builders and of other purchasers of premises in the said building and in the proposed multi-stories Building. Upon failure to comply with the provisions of this clause this Agreement shall ipso facto come to an end and the deposit and other monies paid by the Purchasers shall stand forfeited by the Builders.



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62. In addition to the aforesaid payment, the Purchasers shall deposit with the Builders/Promoters within seven days from the date of demand made in that behalf the proportionate amount of stamp duty

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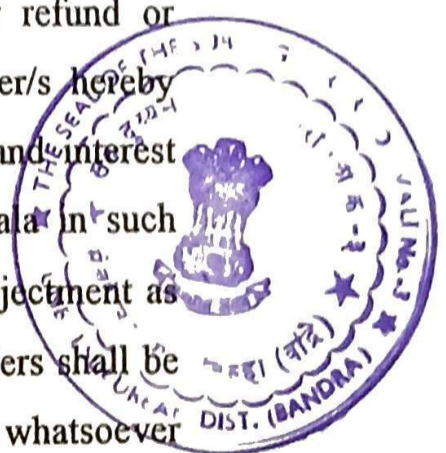
and interest in the said land and/or in the building to be constructed thereon.

All Letters, receipt and / or notices to be served up on the unit purchasers as contemplated by this Agreement shall be deemed to have been duly issued and served if sent to the unit Purchasers, by Registered Post, A.D./Under Certificate of Posting at his/her address specific below:

Address: 1602, Global Tower  
Thakur Complex,  
Kandivali (East), Mumbai.

B  
द्वारा-५०५

66. If the Purchasers neglect, omit or fail to pay for any reason whatsoever to the Builders any part of the amount due and payable by the Purchaser/s under the terms and conditions of this agreement (whether before or after the delivery of the possession), within the time hereinafter specified or if the Purchasers shall in any other way fail to perform or observe any of the covenants and conditions on his/her/their part therein contained or referred to the Builders shall be entitled to terminate and the earnest money paid by the Purchaser/s to the Builders shall stand absolutely forfeited to the Builders and the Purchaser/s shall stand absolutely forfeited to the Builders and the Purchaser/s shall have no claim for refund or repayment of the said earnest money and the Purchaser/s hereby agreed to the forfeiture of all his/her/their right, title and interest under this Agreement and in the said industrial unit/gala in such event the purchaser/s shall also be liable to immediate ejection as trespasser but the right given by the clause to the Builders shall be without prejudice to any other rights remedies and claim whatsoever at law or under this Agreement of the Builders against the Purchaser/s.



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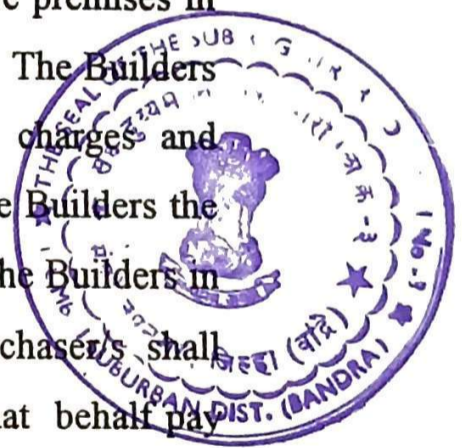
67. The terrace of the said building including the parapet wall shall be for a period of five years from the date of conveyance in favour of the society, or Association or Ltd. Company be the property of the

द्वारा-५०५



and registration charges, if any, that would be needed for execution Deed of Conveyance or assignment and all other documents in favour of Co-operative Housing Society or a corporate body as mentioned herein. It is agreed that unless and until the Purchaser/s of various units/industrial galas in the said building/s pay the proportionate amount of stamp duty and registration charges if any the Builders/Promoters shall not be obliged to executed or cause to be executed the final Deed of Conveyance and all other documents in favour of the Co-operative Housing Society or Body Corporate as mentioned herein.

63 All the documents for the formation of a Cooperative Society and/or limited company and/or incorporate body, the conveyance of the said property and all other documents required to be executed shall be prepared by the Advocates of the Builders. The professional costs of the advocates of the Builders as also all out of pocket expenses including stamp duty registration charges as also the costs, charges and expenses for the incorporation and/or registration of such cooperative society and/or limited company and/or incorporated body shall be borne and paid by all the parties and persons including the purchaser/s who has/have agreed to take or acquire premises in the said building proportionately and/or by the Society. The Builders may in the first instance pay the aforesaid costs, charges and expenses being excess of the deposit so received by the Builders the Purchaser/s shall forthwith on demand being made by the Builders in that behalf pay the proportionate excess. The Purchaser/s shall forthwith on demand being made by the Builders in that behalf pay the proportionate excess. The Purchaser/s shall also pay the deposit to be made with the B.S.E.S. Ltd., for the electric meter to be installed in the premises.



बदर- १
५५०४ १३०५४
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64. Provided it does not in any way affect or prejudice the right of the unit holder in respect of the said premises, the Builders shall be at liberty to sell, assign, transfer, or otherwise deal with their right, title

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Builders. The Agreement with the Purchasers and all other purchasers of industrial units galas in the said building shall be subject to aforesaid rights of the Builders who shall be entitled to use the said terrace including the parapet wall for any purpose including the display of advertisements and the Purchasers or the society when formed shall not be entitled to raise any objection or to any abatement in the price of tenement agreed to be acquired by him/her them and or any compensation to damages on the ground of inconvenience or any other ground whatsoever. The conveyance in favour of the society shall be subject to covenants showing aforesaid rights of the Builders.

18. The Purchaser/s shall have no claim or right to any part of the said property and also to any other parts of the said building other than the said unit agreed to be taken by him/her on payment of full consideration. All open spaces, parking places, lobbies, staircase, terraces, compounds, compound walls fences, balance F.S.I. etc, shall remain the property of the Builders Promoters and thereafter of the society.

19. The entire costs, charges and expenses in connection with the formation of the Co-operative Housing society or Limited Company or Association as well as the costs of preparing, engrossing, stamping and registering all the agreements, including the agreement, conveyance, transfer deed or any other documents or document required to be executed by the Builders Promoters of the purchaser/s or Co-operative society as well as the entire professional costs charges and expenses payable for the same shall be paid by the Purchaser/s immediately on demand. The Purchaser /s shall pay the Professional fees in respect of the documents to be made and also in respect of the services rendered or to be rendered by the Builders Promoters and their Agents as provided in this clause.



20. The Purchaser/s shall on his/her own and or expenses lodge this Agreement for registration with the Registrar of Bombay within

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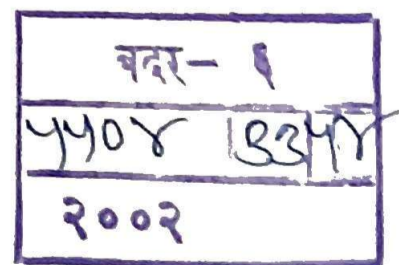
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time limit as prescribed by law and forthwith inform the Builders/promoters the serial number under which the same is lodged to enable them to admit execution of the same.

71. All costs, charges and expenses in connection with these presents as well as the costs of preparing, engrossing, stamping, registering all the agreements, conveyances, transfer deeds or any other documents or document required to be executed by the Builders/Promoters or the Purchaser/s or the Society as well as the entire professional costs of the Advocates of the Builders/Promoters or preparing and approving all such documents shall be borne by the Society or Limited Company or proportionately by all the purchaser/s of commercial premises unit/industrial gala in the Building. The Builders shall not be liable to contribute anything towards stamps, Registration or any costs, charges and expense but same shall be paid by the purchaser/s immediately on demand.

72. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation on the promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any amendment or enactment thereof or any other law for the time being in force or any other provisions of law applicable thereto.

B

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(34)

THE SCHEDULE ABOVE REFERRD TO:

All that piece or parcel of Leasehold land as per plan annexed admeasuring 4247.00 square yards or 3551.00 square meters or thereabouts situated lying and being at village Magathane, Borivali, in Greater Mumbai in Registration Sub-District of Bandra, D.S.D. Greater Bombay bearing Survey No.134, H-1 Part, H-2 Part CTS NO 68 C and bounded as follows:-

NORTH : Khatau Junker's land

SOUTH : Lands reservd for Government godown;

WEST : Lands of Lessors resham Textiles Pvt. Ltd., and beyond that  
by lands of Shakti Insulated Wires Pvt.Ltd.

EAST : Lands of Lessors andbeyond by lands of Cable Corporation  
of India Limited.



दीपक ५०५



बंदर - ६
५५०४ १३४५
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IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seal the day and year first hereinabove written..

SIGNED SEALED AND DELIVERED )  
by the withinnamed )  
M/S. NEHA ENTERPRISES )  
"THE BUILDERS/PROMOTERS' )  
in the presence of: )

1.

2.

SIGNED SEALED AND DELIVERED )  
by the withinnamed )  
MR/MRS/ ~~M/S.~~ GHANVERCHAND MISTRY )  
"PURCHASER/S " )  
in the presence of )

वदर चण्ड मिश्रा

1.

2.

RECEIVED on the day and year first )  
hereinabove written of and from the withinamed )  
"PURCHASER/S" the sum of Rs. 1,51,000/- )  
(Rupees One Lakh Fifty One Thousand and 00/- )  
being the part payment of the consideration amount )  
as mentioned within to be by him/her/ )  
them paid to us. )

) Rs. 1,51,000/- 1-

CH 078163 State Bank of India  
28/3/2002

WE SAY RECEIVED,  
For M/S. NEHA ENTERPRISES

Partners

BUILDERS/PROMOTERS

WITNESSES:-

1.

2.



वदर- ६  
५५०४ १५५४  
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## Title Certificate

Re: Property admeasuring 4247 sq. yards bearing Survey No.134, Hissa No.1(Part), Hissa No.2(part) and City Survey No.68C, situate at Magathane, Borivali, Registration Sub-District Bandra.

Originally the above property was owned by M/s. Mulraj Khatau & Sons Pvt. Ltd.

1. Whereas by an Indenture of Lease dated 6<sup>th</sup> January 1971 made between said Mulraj Khatau & Sons Pvt. Ltd. as the Lessors of the One Part and Precision Printers Pvt.Ltd., as the Lessees of the Other Part and registered with the Sub-Registrar of Assurances at Bombay, under Serial No.169/72 of Book No.1, on 17<sup>th</sup> February 1972, the said Mulraj Khatau & Sons Pvt.Ltd. leased in favour of said Precision Printers Pvt.Ltd. the aforesaid property and more particularly described in the Schedule to the said Indenture of Lease.
2. And whereas by an order dated 20<sup>th</sup> day of September 1976, passed by the High Court of Judicature at Bombay, with effect from the 1<sup>st</sup> day of April, 1975, whole of the undertaking property including the leasehold interest in the aforesaid property rights, powers, liabilities and duties of the said Precision Printers Pvt.Ltd. were transferred without further act and deed to Pearl Thread Mills Ltd.



वदर- ६
५५०४ १३६५
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3. And whereas the said Pearl Thread Mills Ltd. constructed a building on aforesaid property.
4. And whereas pursuant to the provisions of Section 23(1) of the Companies Act, the name of said Pearl Thread Mills Ltd. was changed to Khatau Industries Ltd and the Additional Registrar of Companies, Maharashtra, Bombay, issued fresh Certificate of Incorporation consequent to the change made on 25<sup>th</sup> June 1986.
5. And whereas in the circumstances aforesaid, the said M/s. Khatau Industries Ltd. became entitled to the leasehold interest in the aforesaid property together with the structure standing thereon.
6. And whereas by an Indenture of Assignment dated 26<sup>th</sup> September 1986 and made between the said Khatau Industries Ltd. therein referred to as Assignor of the One Part and M/s. Select Developers Pvt. Ltd. therein referred to as the Assignees of the Other Part, the said Khatau Industries Ltd. assigned and transferred unto M/s. Select Developers Pvt. Ltd. all its rights, title and interests in the leasehold rights of the aforesaid property along with the structure standing thereon.
7. And whereas in these circumstances, the said M/s. Select Developers Pvt. Ltd. became entitled to the leasehold interest in the aforesaid property.

8. And whereas the aforesaid property had been given on tenancy by said M/s. Select Developers Pvt. Ltd. to one M/s. Patil



वदर-६

वदर-६
५५०४ ३७५५
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Enterprises on 30<sup>th</sup> August 1993 on quarterly rent of Rs. 50,000/- and said M/s. Parul Enterprises were in possession of the aforesaid property.

And whereas there was an equitable mortgage created on the aforesaid property by said M/s. Select Developers Pvt. Ltd. in favour of Oman International Bank.

10. And whereas under an Agreement of Sale/Assignment dated 14<sup>th</sup> December 1993, the said M/s. Select Developers Pvt. Ltd. agreed to sell and assign to M/s. Neha Enterprises, a partnership firm, carrying on business at 501, Gundecha Chambers, N. M. Road, Fort, Mumbai 400023, the aforesaid property, subject to rights of Oman International Bank and tenancy rights of said M/s. Parul Enterprises.

11. And whereas the said M/s. Select Developers Pvt. Ltd. and said M/s. Neha Enterprises applied to the appropriate authority in the form of 37I under Chapter XX-C of the Income Tax Act, for grant of NOC for sale and assignment of the aforesaid property.

12. And whereas the appropriate authority by its letter dated 1<sup>st</sup> March 1999 have granted its NOC.

13. And whereas by a Deed of Assignment dated 11<sup>th</sup> November 1994 and made between said M/s. Select Developers Pvt. Ltd. therein referred to as Assignors of the One Part and said M/s.



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वदर- ६
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Neha Enterprises, therein referred to as Assignees of the Other Part, and lodged for registration with the Sub-Registrar of Assurances at Bandra under Serial No.BBJ/1703/94 on 11<sup>th</sup> November 1994, thereby assigned and transferred the said leasehold rights of the aforesaid property for the unexpired period of lease unto and in favour of said M/s. Neha Enterprises, subject to equitable mortgage of said Oman International Bank and tenancy rights of said M/s. Parul Enterprises.

14. And whereas the said M/s.Neha Enterprises have on 13.1.1995 paid the mortgage debt of said Oman International Bank in full and final settlement of all the claims and rights and obtained Deed of Release of equitable mortgage thereby discharging the said equitable mortgage.

15. And whereas the said M/s. Neha Enterprises have also settled the tenancy rights of said M/s. Parul Enterprises under the document dated 25<sup>th</sup> February 1995 executed between M/s. Neha Enterprises and M/s. Parul Enterprises and have taken possession of the entire aforesaid property and the tenancy claim of M/s. Parul Enterprises have been fully discharged

16. Under these circumstances, the said M/s. Neha Enterprises became entitled to the leasehold interests in the aforesaid property.



Handwritten signature and the name 'पुनर पण्ड' (Punar Pandh).

बदर- ६
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Ranjit & Co.


Accordingly, in our opinion, the title to the above property more particularly described in the Schedule hereunder written is free from all reasonable doubts and encumbrances and marketable.

SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of Leasehold land admeasuring 4247 sq. yards or 3551.00 square meters or thereabouts and situate lying and being at Village Magathene, Borivali, in Greater Mumbai in Registration Sub-District of Bandra, D.S.D. Greater Bombay bearing Survey No.134, H-1 Part, H-2 Part CTS No.68 C and bounded as follows:-

- NORTH: Khatau Junkers' Land
- SOUTH: Lands reserved for Government godown;
- WEST: Lands of Resham Textiles Pvt. Ltd. and beyond that by lands of Shakti Insulated Wires Pvt. Ltd.
- EAST: Lands of Lessors and beyond by lands of Cable Corporation of India Ltd.

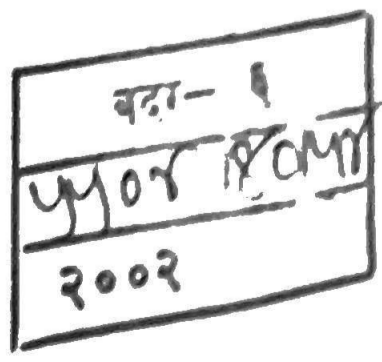
Dated this 24<sup>th</sup> day of January 2002.

  
M/s. Ranjit & Co.  
Advocates & Solicitors



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Title Certificate-Select Developers



# ANNEXTURE-1

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APP. NO.  

Extract from The Property Registered Card

TALUKA: BORIVALI

Dist. BOMBAY  
SUBURBAN  
DIST.

21111616

Area Sq. Mtrs:	Tenure	Particulars of assessment for rent paid to Government and when due for revision
8704-5	C	-
Holder in Origin of the title so far as traced		
Lease		
Other Encumbrances		
Other Remarks		

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrances (e) %	Attestation
1907	पारिवर्तिकाज ग. सु. सु. सु. सु. सु. स. सु. सु. सु. सु. सु. स. सु. सु. सु. सु. सु.	११७७ ६८३ ३१७७	(H) म. सु. सु. सु. सु. सु. स. सु. सु. सु. सु. सु.	स. सु. सु. सु. सु. ११७७ सु. सु. सु. सु.
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अथ प्रतिष्ठापित

*[Handwritten Signature]*

विश्वनाथ विरोलख (पूर्वी) दफ्तरेचे सहायक  
नगर सु-मापन अधिकारी प. ३  
बोरोवली, बॉम्बे

बदल - ६  
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द्वार पत्र



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**ANNEXTURE - 2**

**AMENITIES TO BE PROVIDED IN EACH UNIT.**

1. KOTA STONE flooring with 4' skirting in Unit
2. Bathroom with colour glazed tiles dado upto 6'
3. M.S. Steel doors and windows for all units with ironoxide and aluminium fittings.
4. Concealed electric work with copper wiring.
5. Underground and Overhead water tank.
6. Other facilities - Wash basin - 18" x 11".

One mirror over Wash basin , for every Bath room.

7. Building shall be constructed with quality material in R.C.C. in R.C.C. work as per elevation given by Architect.
8. Plumbing shall be of chromium fittings.
9. Proper Lift arrangement shall be provided.



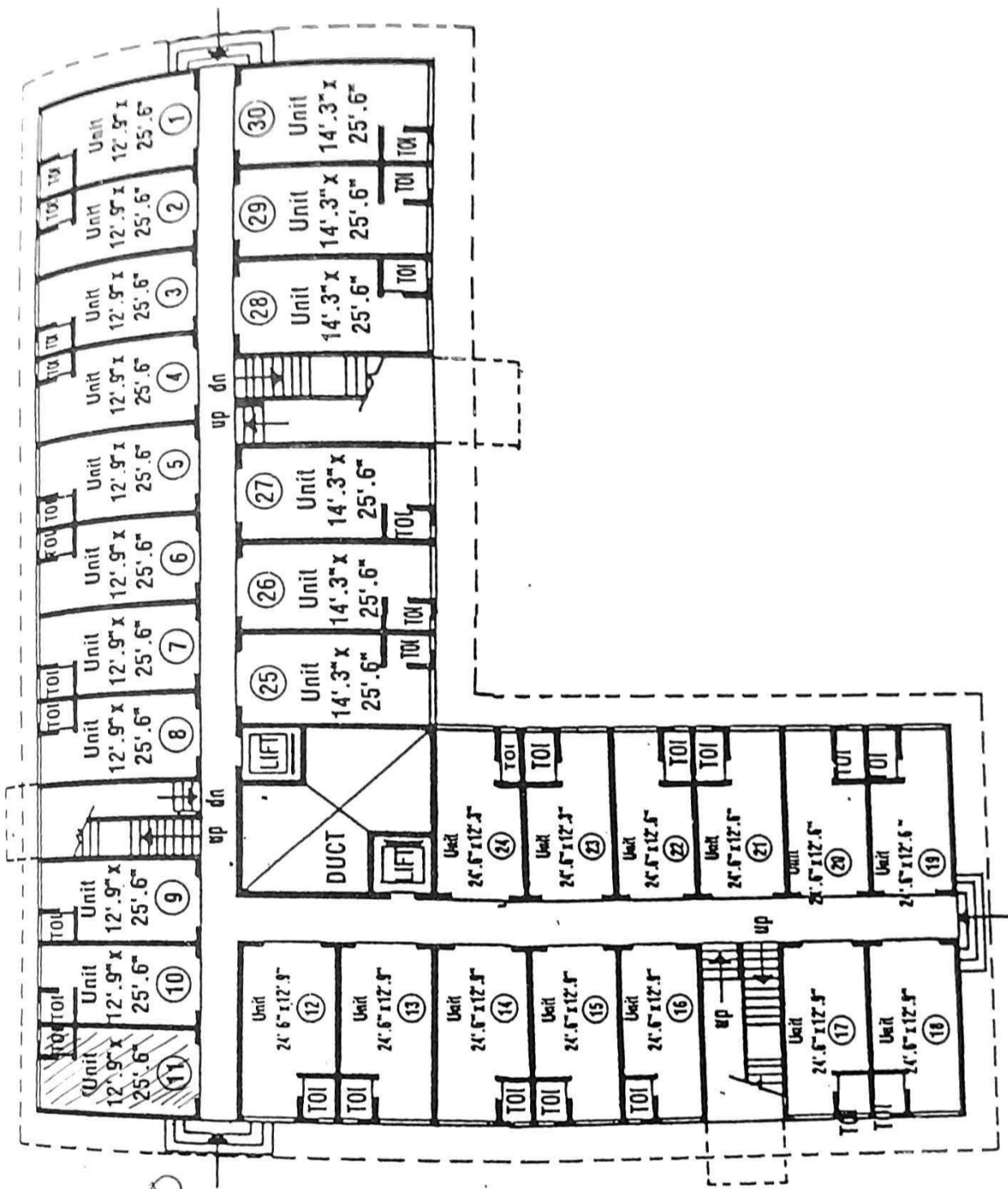
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बदर- ६
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ANNEXTURE - 3

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धेवर पन्ढे

GROUND FLOOR PLAN

धेवर पन्ढे

Build up Area 358 sq. ft.

GALAND.

11 on GRD

धेवर पन्ढे

धेवर पन्ढे

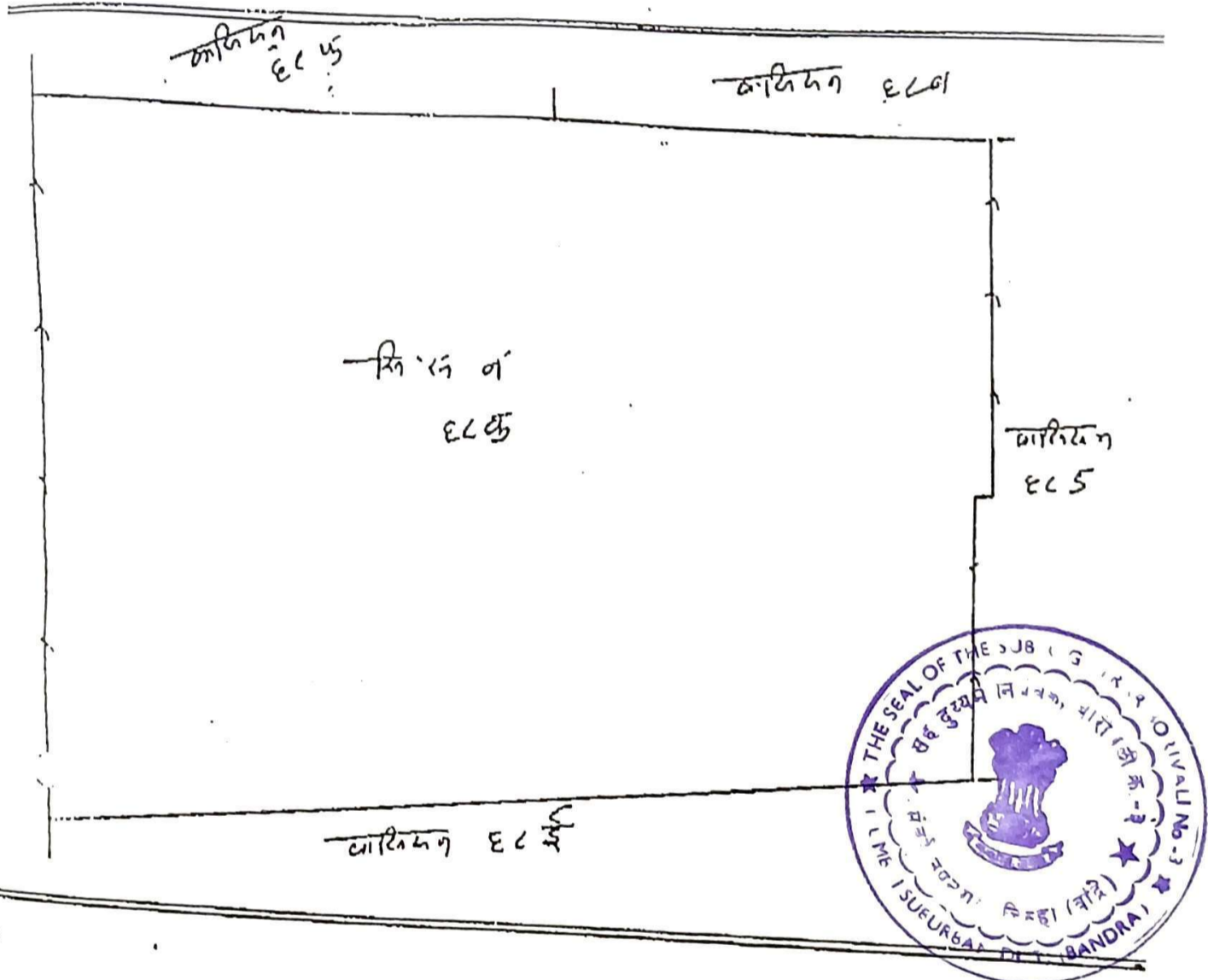


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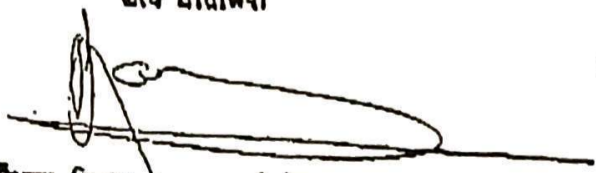


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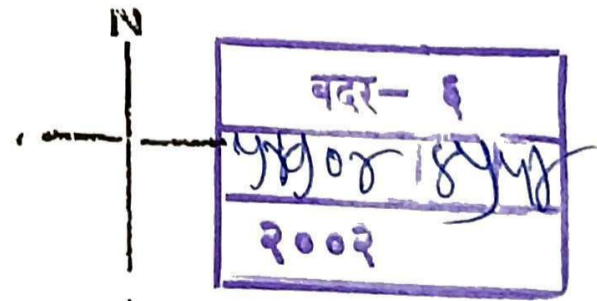
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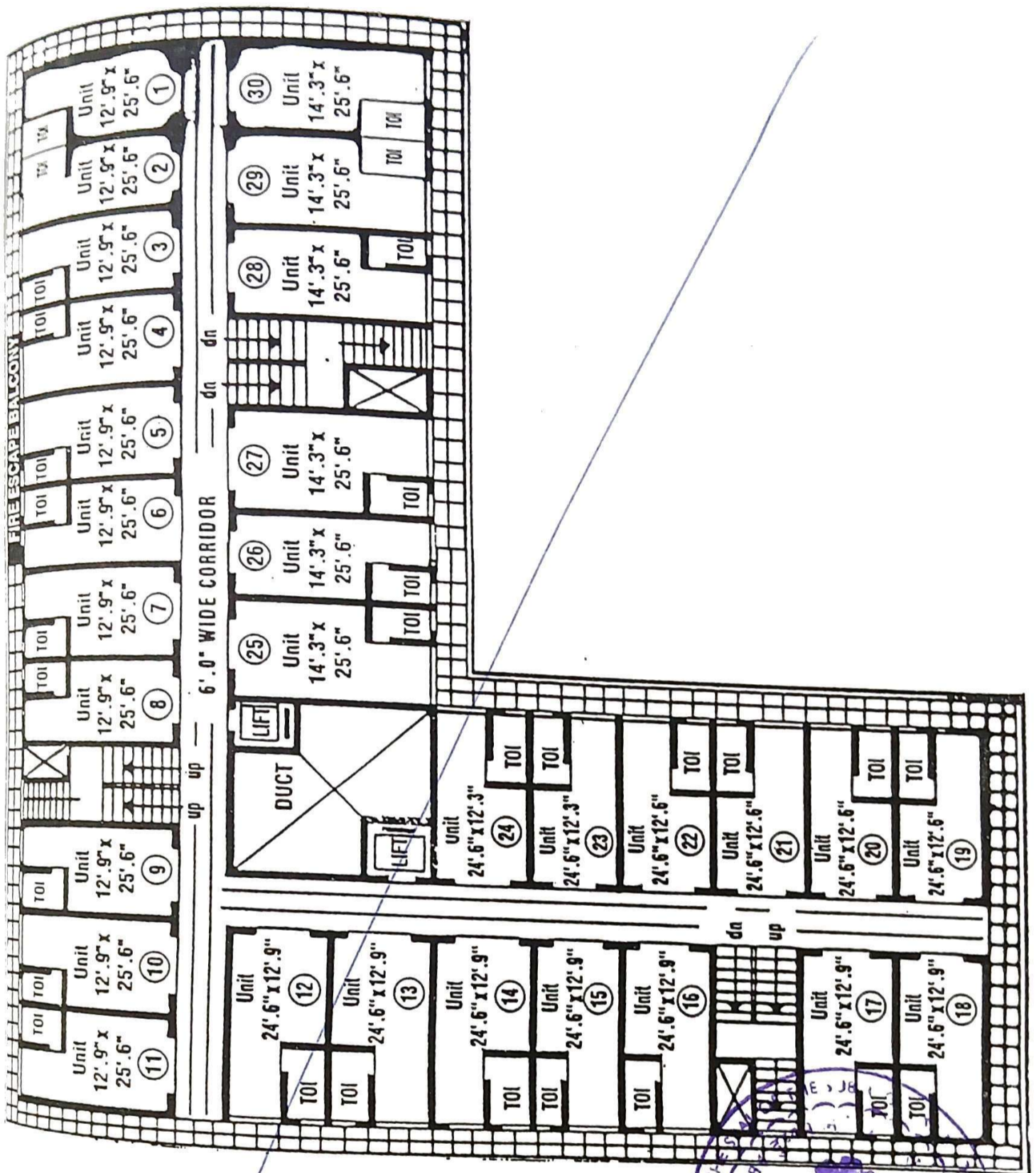
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# TYPICAL FLOOR PLAN

1st & 2nd Floor



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