

34

AGREEMENT

For

Sale of Flats/Garages/Shops

On ownership basis

in

"REENA APARTMENTS"

At

Dayabhai Nagar

Nanabhai Laxmanji Cross Road (Chincholi Bunder Road)

S V Road Malad (west) BOMBAY - 4 0 0 0 6 4.

By

MESSRS SHREEJI BUILDERS AND COMPANY

4 A, Nilamber, Cama Lane, Ghatkoper (west),

BOMBAY - 4 0 0 0 8 6.



THIS AGREEMENT Made at Bombay this 6th day of May in the
Thousand Nine Hundred and Eighty Between Messrs SHREEJI BUILDERS Co., a partner
having their office at 4 A Nilamber, Cama Lane, Ghatkopar, (west), Bombay-400 086 hereinafter
referred to as the "BUILDER" (which expression shall unless it be repugnant to the context
or meaning thereof be deemed to include the partners for the time being constituting the
said firm of Messrs SHREEJI BUILDERS Co., their Survivors or Survivor and the heirs,
executors, administrators and assigns of such last survivor) of the One Part and *Smt.*
Jogmayadevi Jogeshwar Jha,
also of Bombay Indian inhabitant hereinafter referred to as the "FLAT HOLDER" residing at
90/698, Wadala TIC ANTOP HILL, Bombay-27.
(which expression shall unless it be repugnant to the context or meaning thereof be deemed
to include his heirs, executors, administrators and permitted assigns) of the Other Part.

W. H E R E A S :

- a) By two Conveyances both dated 6th September, 1979 one made between Smt. Vijayalaxmi Dahyabhai Shah of the one part and the Builder of the other, and lodged for registration with the Sub-Registrar at Bombay under S. No. 2193 on the 6th September 1979 and another made between Laxmidas Dahyabhai Shah of the one part and the Builder of the other and lodged for registration under S. No. 2194 with Sub-Registrar at Bombay on the 6th day of September, 1979 the Builder Purchased a plot of land bearing S. No. 319, City Survey No. 962, 963, 964, 964/1 to 964/92. 962/1A and 845 (Part) in all admeasuring about 6525 sq.metres situate at L. N. Cross Road, Malad, (south) Bombay 400 064 with the Chawls and structures standing thereon more particularly described in the Schedule thereunder written and in the schedule hereunder written (hereinafter referred to as the said "Property");
- b) The plans for construction of a building on the said Property have been sanctioned by the Municipal Corporation of Greater Bombay and specifications of such Building have been drawn up by the Builder and are annexed hereto;
- c) The Builder intend to construct a Building on the said Property in accordance with the sanctioned Building plans and the plans that may from time to time hereafter sanctioned having the said specifications;
- d) The Flat Holder declares that not more than one dwelling unit in the said building will be owned by him and that the extent of vacant land held by the Flat Holder shall in no case exceed the extent required under any building regulation governing the group housing;
- e) The Flat Holder has taken inspection of the said sanctioned plans as also has been furnished with the copies of the documents as set out in Rule 4 of the Maharashtra Ownership Flats (Regulation of the promotion of construction) etc Rules, 1964 including those hereinabove recited which the Flat Holder doth hereby confirm;
- f) The title to the said Plot has been duly certified by Messrs L. D. Shah & Co., Advocates High Court, Bombay by their certificate of title a copy whereof is hereunder reproduced;
- g) The Builder will sell the tenements in the said building on ownership basis with a view ultimately that the purchasers of all such flats and other tenements rights and privileges in such building should incorporate a Limited Company under the Companies Act with themselves as share holders or form a Co - Operative Society under the Maharashtra Co-operative Societies Act, (hereinafter for brevity's sake referred to "as the said Organisation") and upon

each of the purchaser of the premises in such building paying in full the amounts payable by him to the Builder for purchase of the premises in such building and strictly complying with all the terms and conditions of the agreement between him and Builder to be observed and performed by each of such purchasers, the Builder shall subject to such permission under the Urban Land (Ceiling & Regulation) Act, 1976 or under any other Law as may be necessary grant transfer and assure the building to be constructed on a part of the said Plot under the said building, the land appurtant thereto and service land required for the same or at their option the Builder shall grant a lease for 999 years at the yearly nominal rent of Re. 1/- in respect thereof in favour of such Organisation :

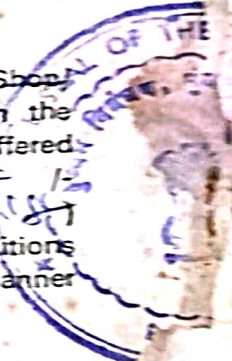
- h) The Flat Holder has agreed to purchase from the Builder the Premises herein-after mentioned in the said building for the price and subject to the terms and conditions hereinafter contained and on the detailed terms and conditions hereto annexed ;
- i) That "Flat Holder" under this agreement shall unless repugnant to the context or meaning thereof also include the plural and the female gender of the "Flat Holder";

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY agreed by and between the parties hereto as follows :-

1. The Flat Holder hereby agrees to purchase from the Builder the Premises being Flat/Shop/Carage/Parking space No. 20 on the 3rd floor of the said building on the said Plot shown on the sketch thereof annexed hereto (hereinafter for brevity's sake referred as the "said Premises") at or for the lumpsum price of Rs. 1,41,750/- (Rupees one lac forty one thousand seven hundred fifty only) on the terms and conditions herein after mentioned as also on the detailed terms and conditions hereto annexed. The said price shall be paid by the Flat Holder to the Builder in the manner following :-

- | | | |
|--------|---|------|
| 1) Rs. | <u>41,750/-</u> as earnest money on or before execution hereof : | |
| 2) Rs. | <u>50,000/-</u> on or before <u>31 st may '85</u> | 1980 |
| 3) Rs. | /- on or before | 1980 |
| 4) Rs. | /- on or before | 1980 |
| 5) Rs. | /- on or before | 1980 |
| 6) Rs. | /- on or before | 1980 |
| 7) Rs. | /- on or before | 1980 |
| 8) Rs. | <u>5,0000</u> /- being the balance within one week from the date the possession of the said Premises being offered to the Flat Holder, or before taking possession whichever is earlier ; | |

Total Rs. 1,41,750/- /- (Rupees one lac forty one thousand seven hundred fifty only)



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2. The name of the Building on the said Plot shall always be Recuo Apartment and subject to the approval of the Asst. Registrar Co-operative Societies, Bombay the name of the Co-operative Society that may be formed by the Flat Holder with the Purchasers of the Other premises shall be preceded by the word "

3. The detailed terms and conditions on which this agreement has been arrived at between the parties hereto have been annexed hereto and that the said terms and conditions shall form an integral part of this Agreement.

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

THE SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT pieces or parcels of land or ground situate lying and being at N. L. Cross Road, in the Revenue Village of Malad (West) Taluka, Borivli within the limits of Greater Bombay in the Registration Sub-District and District of Bombay City and Bombay Suburban and bearing Survey No. 319 and City Survey Nos. 362, 963, 964, 964/1 to 964/92, 962/1A and 845 (pt.) admeasuring about 6525 sq. metres or thereabouts together with the dwelling house or buildings, message, and tenements standing thereon bearing Municipal "F" ward No. 3013, 3014, 2997, and 2998 and Street No. 269, 269/1 269 2 269/A 269/3 and 269/4 of N. L. Cross Road, and bounded as follows :. That is to say, on or towards North partly by the property of late V. Mahant and partly by the Property bearing S. No. 452 H. No. 16/1 on or towards East the property bearing C. T. S. No. 653 On or towards South by the Property bearing C. T. S. No. 960. On or towards the West by the Property bearing C. T. S. No. 965 and partly C. T. S.

SIGNED SEALED AND DELIVERED BY THE)
withinnamed Shreeji Builders & Co. in the)
presence of)

For Shreeji Builders & Co.

Nilank B. Jadhav
Partner.

SIGNED SEALED AND DELIVERED BY THE)
withinnamed Flat Holder in the presence of)

मोहम्मद अली

Received of and from the within named Flat Holder by cash/cheque No.

On of 6.5.85 1985 for Rs. 41750/-

(Rupees forty one thousand seven hundred fifty only)
being the earnest money to be by him payable to us as within mentioned Rs. 41750/-

We say received.

For Shreeji Builders & Co.

Nilank B. Jadhav
Partner.

each of the purchaser of the premises in such building paying in full the amounts payable by him to the Builder for purchase of the premises in such building and strictly complying with all the terms and conditions of the agreement between him and Builder to be observed and performed by each of such purchasers, the Builder shall subject to such permission under the Urban Land (Ceiling & Regulation) Act, 1976 or under any other Law as may be necessary grant transfer and assure the building to be constructed on a part of the said Plot under the said building, the land appurtenant thereto and service land required for the same or at their option the Builder shall grant a lease for 999 years at the yearly nominal rent of Re. 1/- in respect thereof in favour of such Organisation ;

- h) The Flat Holder has agreed to purchase from the Builder the Premises herein after mentioned in the said building for the price and subject to the terms and conditions hereinafter contained and on the detailed terms and conditions hereto annexed ;
- i) That "Flat Holder" under this agreement shall unless repugnant to the context or meaning thereof also include the plural and the feminine gender of the "Flat Holder";

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY agreed by and between the parties hereto as follows :-

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- | | | |
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| 3) Rs. | <u>/-</u> on or before | 1980 |
| 4) Rs. | <u>/-</u> on or before | 1980 |
| 5) Rs. | <u>/-</u> on or before | 1980 |
| 6) Rs. | <u>/-</u> on or before | 1980 |
| 7) Rs. | <u>/-</u> on or before | 1980 |
| 8) Rs. | <u>5,000</u> /- being the balance within one week from the date the possession of the said Premises being offered to the Flat Holder, or before taking possession whichever is earlier ; | |

Total Rs. 1,41,750/- /- (Rupees one lac forty one thousand seven hundred fifty only)

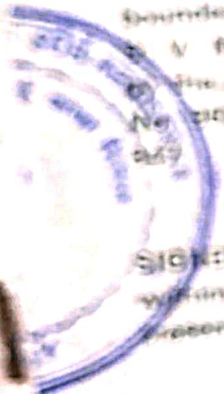
2. The terms of the Building in the said plan shall stand as Special Agreement and subject to the approval of the Local Registrar, the Registrar, the Registrar of the Co-operative Societies, the Registrar of the Societies and the Registrar of the Co-operative Societies shall be possible to the said.

3. The detailed terms and conditions in which the agreement has been entered into between the parties hereto have been annexed hereto and that the said terms and conditions shall form an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed an and subscribed their own respective hands and seals on the day and year first hereinbefore written.

THE SCHEDULE HEREINAFTER REFERRED TO:-

All that piece of parcel of land or ground situated and being at N. L. Cross Road in the Revenue Village of White (Mint) Taluka District within the limits of District Sion in the Registration Sub-District and District of Sion and Sion Sub-District and bearing Survey No 518 and City Survey No 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000



SIGNED SEALED AND DELIVERED BY THE
 (Signature) Street Builders & Co. in the
 presence of

For Street Builders & Co.
 (Signature)
 Partner.

मोगमा आदिका

SIGNED SEALED AND DELIVERED BY THE
 (Signature) Street Builders & Co. in the
 presence of

Received of and from the within named Flat holder by मोगमा आदिका No. 65 for Rs. 10000/- (Rupees ten thousand only) being the earnest money to be for the flat provided to be as within mentioned No. 65 We say received.

For Street Builders & Co.
 (Signature)
 Partner.

1. The Government of India
2. The Government of Madhya Pradesh
3. The Government of Uttar Pradesh
4. The Government of Bihar
5. The Government of West Bengal

The Government of India, Ministry of Education, New Delhi, is pleased to inform that the Government of Madhya Pradesh has been granted a grant of Rs. 100 lakhs for the purpose of the construction of a new school building at the village of [Name of Village], District of [Name of District], State of Madhya Pradesh. The grant is subject to the condition that the Government of Madhya Pradesh shall bear the cost of the land, the foundation, the walls, the roof, the furniture, and the other expenses incidental to the construction of the building. The Government of Madhya Pradesh is requested to submit a detailed estimate of the cost of the building and a copy of the sanctioning order of the Government of Madhya Pradesh to the Government of India, Ministry of Education, New Delhi, for the purpose of the release of the grant.

The Government of India, Ministry of Education, New Delhi, is pleased to inform that the Government of Madhya Pradesh has been granted a grant of Rs. 100 lakhs for the purpose of the construction of a new school building at the village of [Name of Village], District of [Name of District], State of Madhya Pradesh. The grant is subject to the condition that the Government of Madhya Pradesh shall bear the cost of the land, the foundation, the walls, the roof, the furniture, and the other expenses incidental to the construction of the building. The Government of Madhya Pradesh is requested to submit a detailed estimate of the cost of the building and a copy of the sanctioning order of the Government of Madhya Pradesh to the Government of India, Ministry of Education, New Delhi, for the purpose of the release of the grant.

Dated the 10th day of December, 1978.

For [Name of Official],
[Signature]
[Title]

Secretary, High Court Building

S P E C I F I C A T I O N S

- LOCATION** : Plot No. 964, AB, 264/2 268/1, 269, 269/3, 269/4, 863, 862, 845 N. L. Road, Chincholi, S. V. Road, Malad (west), Bombay.
- PLOT** : The land is free hold situate in a very ultramodern locality Malad (west), about 12 minutes walk away from Railway Station, facing south & west. The Building shall be Multistory with two lifts. The building shall be of R. C. C. Frame with brick masonry walls.
- AREA** : Flats of 3 different sizes with one two and three rooms and a kitchen are being constructed.
- DOORS** : All outside doors shall have (1) Wooden Framed 4" x 2" (2) Shutters of flush type 01" thick (3) Oil paint from outside and inside. (4) All inside doors shall have wooden frame 4" x 2" shutter same as outside. No cover-moulding main door shall have one Godrej Night Latch, one peep hole. one aldrif, one tadi, one towerbolt, one handle from outside main door polish from outside and oil paint from inside which all inside, doors shall have on tadi and one towerbolt and bathroom and W. C. which shall have one towerbolt and one handle. All the fitting shall be of aluminium. Hinges shall be of iron, bath & W. C. Doors will be panel type of block board with both sides oil paint.
- WINDOWS** : All windows will have frame of 4" x 2" and will be oil painted from both the sides each window will have one towerbolt, one handle, both aluminium two pavankadis of steel, hinges of steel, Indian ground glass will be used.
- BATH & WCS** : The flooring of the bath rooms will be of white glazed tiles with a dado of the same upto the height of 2" x 6" one chromium plated shower and one geyser of 2KW will be provided in each bath., all WCS will have one Indian style pan with flooring of white glazed tiles and dado of same upto 1'-0" height.
- LOFTS** : Lofts will be provided over common bath.
- KITCHEN** : The flooring will be Marble mosaic tiles. Platform for cooking will be provided with black Marble on its top. One attached sink or white glazed tiles, one black marble paniara will be provided. 1'-0" dado of white glazed tiles will be provided all around of platform.
- PLUMBING** : There will be no direct tap in the flats or garages. One indirect tap will be provided in each kitchen. Bath, w. c. and in washbasin. One glazed washbasin of 18" x 11" will be provided in each flat.
- ELECTRIC** : The wiring will be open throughout, except the main line which will be in conduit pipes, the wire will be of aluminium and following points will be provided in each flat.
- HALL** : 1 Fan point, 1 Light point, 1 Light plug point.
- BEDROOM** : 1 Fan point, 1 Light point, 1 plug point.
- KITCHEN** : 1 Light point and 1 Power plug point.

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- GENERAL** : 1 light point between bath and W. C., 1 power plug in bath for geyser 1 light point with bell to each flat. 1 light point to each landing in staircase, 1 light point to main entrance of the building. 1 light point to terrace separate meter will be provided for each flat, staircases, and pump. All the materials will be Indian available in market.
- STAIRCASE** : The same shall be of R. C. C. with coloured mosaic steps and risers. Side of the staircase R. C. C. paradi will be provided with wooden handrail on it R.C.C. Paradi will be finished with neru plaster.
- FLOORING** : Flooring in flats and passages will be of marble mosaic tiles with half tiles as skirting throughout except that in balconies, common passages and kitchens.
- COLOUR** : The building will have neru finished plaster inside the building and cement plaster on outside. All the plaster surfaces will be coloured with 3 coats of lime colour.
- GENERAL** : The compound will be paved from the entrance to the staircase with mass concrete, under ground and overhead R. C. C. Tanks with pump room and pumps as per Municipal rates will be provided.

9/23



Date : 6/5/85

To
Messrs Shreeji Builders & Co.,

Re :- Agreement for sale of flat No. 20
on 3rd floor of Reena Apartments on
Ownership basis at Plot bearing CTS No -962,
963, 964, 964/1 to 964/92, 962/1A and 845 (Pt)
at N. L. Cross Road, Chincholi, Malad (West),
Bombay-400 064.

Yourselves

to

My self

Dear Sirs,

This has the reference to the above agreement and this is to confirm that you have brought to the notice of the undersigned the agreement dated 24th August, 1979 made between yourselves of the One Part and the Trustees of the Modh Vanik Subechnack Trust of the Other and particularly provisions therein contained about :-

- a) The sale of the marriage hall and two flats on Ownership basis in the above Building with the right to the said Trust the use and occupation of the Garden to be provided in the above Plot as also together with the exclusive right of way for the said Trust ;
- b) The sale of Flats No. 3, to 14 as and by way of security as therein mentioned and the provisions as to the resale and cancellation of the sale of such Flats;
- c) The right of the said Trust to deal with or dispose of the said marriage hall and the said two Flats without your consent or that of the buyers of the tenements including undersigned; and
- d) Security created by equitably mortgaging the above plot, with the said Trust for the value of the premises viz. Rs. 3,82,000/-.

2. The undersigned hereby confirms the said agreement dated 24th August, 1979.

Yours truly,

२ श्रीरामाबाईजी

(Flat Holder)

1. THE FLAT HOLDER hereby agrees to pay all amounts payable under the terms of this agreement as and when they become due and payable, time in this respect being essence of the contract. It is expressly agreed between the parties that the Builder are not bound to give a notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount on their respective due dates.

Payments of amounts due.

2. The Flat Holder has prior to the execution of this Agreement inspected and satisfied himself about the title of the said Plot and shall not be entitled further to investigate title to the said Plot and no requisition or objection shall be raised on any matter relating thereto, and that the Flat Holder hereby accepts the title to the said Plot.

Title.

3. It is hereby expressly agreed and declared that the Builder will have absolute right and authority to make such change in the said building plans and to construct the Building on the said Plot as per such changed plans as the Builder may from time to time deem it proper in the course of construction of the said Building provided such change in plans and construction in pursuance thereof does not affect the shape, size and location of the Premises and the Flat Holder hereby irrevocably gives his consent to the Builder for making such change, in plans and constructing Building in accordance with changed plans.

Builder right to alter plans and constructions.

4. The Builder will sell all the premises in said building on ownership basis with a view ultimately that the purchasers of all the premises in such building should form themselves into the said Organisation and upon the purchasers of all the premises in such building paying in full their respective dues payable by them and complying with all the terms and conditions of their respective agreements with the Builder, the Builder, shall subject to such permission of such authority as and if it may be necessary under any law for the time being in force including the Urban Land (Ceiling & Regulation) Act, 1976 convey the said Plot with Building which is being constructed thereon in favour of the said Organisation or cause the same to be done.

Conveyance to the Organisation.

5. Under no circumstance the possession of the said Premises shall be handed over by the Builder to Flat Holder unless and until all the payment required to be made under this Agreement by the Flat Holder have been so made to the Builder.

Possession on full payment.

6. The possession of the said Premises shall be handed over by the Flat Holder PROVIDED ALL the amounts including price of the said Premises

Possession.



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and the deposits and the payments to be made under clauses 10 and 11 hereof are made in full. The Flat Holder shall take possession of the said Premises within seven days of the Builder giving a notice to the Flat Holder intimating him that the said premises is ready for use and occupation.

Date of possession.

6. Subject to the Flat Holder making full payment of all the amounts due by him under this Agreement the possession of the said Premises shall be delivered by the Builder to the Flat Holder on or before
The Builder shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid. If the completion of the Building is delayed by reason of non-availability of steel or cement or any other building material or by reason of war, civil commotion, or any act of God, or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government or the Municipal Authorities or any other public authority body or court of law or tribunal or on account of the Municipal Authorities not granting water connection or on account of the circumstances beyond the Builder's control, or for any other unavoidable, unforeseen or inevitable circumstance.

Consequences on failure to give possession in time.

8. If for any reason the Builder are unable or they fail to give possession of the said Premises to the Flat Holder by the date specified in Clause 7 above or upto its extension or by a period during which any one or more of the reason set out in Clause 7 prevail or to any further date or dates agreed to by and between the parties hereto, then and in that case, the Flat Holder shall be entitled to terminate this Agreement in which event the Builder, shall, within two weeks from such termination refund to Flat Holder the amounts that may have been received by the Builder from the Flat Holder in terms hereof in respect of the said Premises together with simple interest on such amounts at the rate of 9% per annum from the date of receipt of each of such amounts till payment. Over and above the payment of interest as aforesaid the Builder shall also pay to the Flat Holder a sum of Rs. 500/- as liquidated damages.



No claim after possession.

9. Upon the Flat Holder taking possession of the said Premises he shall have no claim against the Builder as regards the quality of the Building material used for construction of the said Premises or otherwise whatsoever.

Payments by Flat Holder after possession.

10. Commencing a week after notice is given by the Builder to the Flat Holder that the said Premises is ready for use and occupation the Flat Holder shall pay on or before the 5th day of every month to the Builder until the said Plot and the Building thereon is transferred to the Organisation an amount at the rate of Rs. 0/25 per sq. ft. of the area of the said Premises towards the proportionate share that may be ascertained by the Builder of (a) the insurance premium for insuring the said Building against fire, riot and civil commotion, etc., (b) the Municipal

Handwritten initials or signature in blue ink, possibly 'HT' or similar.

Builder a sum of Rs. 2500/- or a sum equivalent to 6 months proportionate expenses and outgoings in respect of the said Premises as may be estimated by the Builder before taking possession of the said Premises. The said deposit shall not carry any interest and will remain with the Builder until the said Plot and building thereon is transferred to the said Organisation. The Flat Holder shall also keep deposited with the Builder a sum of Rs. 251/- (Rupees two hundred fifty one only) as share money and entrance fee to the said Organisation. The said deposit and the deposit contemplated by clause 11 hereunder or the balance thereof shall be paid over by the Builder to the said Organisation only and the Flat Holder shall not be entitled to demand repayment or the account thereof.

Deposits.

11. The Flat Holder hereby agrees that any amount by way of premium or security deposits to the Municipal Corporation of Greater Bombay or to the State Government or Betterment charges or Development tax or Security Deposit for the purpose of giving water connection or any other tax or payment of a similar nature including I.O.D. Deposit and Electric Deposit and Occupation Deposit or any other Deposit already paid or that may hereafter be paid by the Builder shall be reimbursed by the Flat Holder to the Builder in proportion to the area of the said Premises and in determining such amount the decision of the Builder shall be conclusive and binding upon the Flat Holder. The Builder shall not be responsible for the forfeiture of the I.O.D. deposit or any other penalty or fine imposed by the Municipal Corporation of Greater Bombay on account of unauthorised alteration or addition that may be made by the Flat Holder or by the purchaser of any other premises contained in the Building on the said Plot. To enable the Builder to reimburse the deposits paid by them as referred to in this paragraph, the Flat Holder shall deposit with the Builder a sum of Rs. 2500/- (Rupees two thousand five hundred only) before taking possession of the said flat.

Deposits.
Maintenance of
Flat after
possession.

12. After the possession of the said Premises is handed over to the Flat Holder he shall maintain the said Premises at his own costs in good and tenable repair and condition and shall not do or suffer to be done any thing in or to the said building, the said Premises staircases and common passages which may be against the rules or bye-laws of the Municipal Corporation of Great Bombay or other authorities nor shall the Flat Holder change alter or make additions in or to the said Premises or to the said Building or any part thereof.

Interest on
arrears.

13. Without prejudice to the rights and remedies available to the Builder under the provisions elsewhere contained in the foregoing agreement in that connection, the Flat Holder shall be liable to pay and the Builder shall be entitled to recover from the Flat Holder interest at the rate of 18% per annum on all the amounts remaining unpaid to the Builder Clause 1 hereof or otherwise from the due date thereof till payment.

No grant.

14. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Premises or of the said Plot or the Building thereon or any part thereof to the Flat Holder by the Builder.

2/3
5/112/3
5/112/3
5/11

Bar against alienation.

15. The Flat Holder shall not let, sub-let, sell, transfer, or assign his interest or benefit under this Agreement till all the dues payable by him to the Builder under this Agreement are fully paid up and until he obtains previous consent in writing of the Builder in that behalf.

Organisation.

16. The Flat Holder along with the Purchasers of other premises in such building shall form themselves into the said Organisation. Upon the Flat Holder along with the Purchasers of the Other Premises forming themselves into the said Organisation the Builder shall subject to such permission of such authority as and if may be required under any Law for the time being in force including the permission under the Urban Land (Ceiling and Regulation) Act, 1976, convey or get conveyed the said Plot with the Building which is being constructed thereon to such Organisation. Upon the said Organisation being registered or incorporated the rights of the Flat Holder as the Owners of the said Premises will be regulated by the Provisions of the Bye-Laws of such Organisation.

Shares of Organisation.

17. The Flat Holder shall take if necessary, requisite shares of the said Organisation and this Agreement shall be treated as an irrevocable application and consent to become a member of the said Organisation by the Flat Holder and for allotment of shares thereof to the Flat Holder.

F.H. to sign application & other papers of Organisation

18. The Flat Holder shall from time to time sign all applications, papers and documents and do all acts, deeds, and things as the Builders and/or the said Organisation may require for becoming a member of the said Organisation.

Bye-laws.

19. The Flat Holder shall observe and perform all the bye-laws and the Rules and Regulations which the said Organisation may adopt.

Co-operation of F.H. of Organisation.

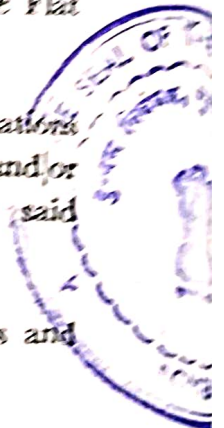
20. The Builder will co-operate with the Flat Holder and the Purchasers of the other premises in such Building in formation and registration of the said Organisation for the purpose of management of the said Plot and the building thereon.

Repairs to common parts of building.

21. The Flat Holder shall keep the said Premises and its external and partition walls, sewerages, drains, pipes and appurtenances of the said Building in tenantable repairs so as to support shelter and protect the parts and members of the said Building other than the said Premises.

Builder's right of inspection of

22. The Flat Holder shall permit the Builder and their agents with or without workmen at all reasonable time and from time to time to enter into and upon the said Premises or any part thereof to view and examine the condition of the said Premises for the purpose of repairing any part of the said building as also for the purpose of maintaining re-building, cleaning, lighting and keeping in order and condition all services including drain pipes, cables, water pipes, gutters, wires, structures of other convenience belonging to or serving or used for the said building as also for the purpose of laying down, maintaining and repairing and testing drainages and all other... wires and for similar...



23. After possession of the said Premises is handed over to the Flat Holder, if any addition or alteration or repairs about or relating to the said Building is required to be carried out by the Government, Municipality or any other authority or public body, the same shall be carried out by the Flat Holder in co-operation with purchasers of the premises at their cost and the Builder shall not be in any manner liable or responsible for the same.

Additions, etc., as per B.M.C.'s requirements.

24. The Flat Holder shall not decorate the exterior side of the said Premises otherwise than in a manner agreed to with Builder.

No variation in elevation.

25. The Flat Holder shall not be entitled to claim partition of his share in the said Plot and/or the Building thereon and the same shall always remain undivided and impartible.

Bar against partition.

26. The Flat Holder shall not throw dirt, rubbish, rags, or other refuse in the compound or any portion of building.

Bar against nuisance.

27. The Flat Holder shall not use the said Premises or permit the same to be used for any purpose whatever other than as a private dwelling house or residence or for any purpose which may or likely to cause nuisance or annoyance to the occupiers of the neighbouring premises nor for any illegal or immoral purposes.

Bar against nuisance.

28. The Flat Holder shall not store in the said Premises any goods or hazardous or combustible nature or which are too heavy to damage the construction or the structure of the Building.

Bar against storage of hazardous goods.

29. The Flat Holder shall not cause or create noise or nuisance to other Flat Holders by allowing pounding of condiments and grinding on the masala stone or by any other similar act.

Bar against nuisance.

30. If the Flat Holder commits default in payment to the Builder of any of the instalments aforesaid or other payments to be made hereunder on their respective due dates (time in that behalf being the essence of contract) the Builder shall be at liberty to terminate this agreement in which case the said deposit or earnest money paid by the Flat Holder to the Builder shall stand forfeited. The Builder shall however, on such termination refund to the Flat Holder the instalments or part payment if any which may have till then be paid by the Flat Holders to the Builders but without any further amount by way of interest or otherwise after deducting therefrom any dues in respect of additional work done in the said Premises, interest due hereunder and the amount of loss suffered by the Builders on resale of the Premises and any other amounts which may be found due and payable by the Flat Holder and on the Builder terminating this agreement under this clause, the Builder shall be at liberty to sell the said Premises to any other party as the Builders may deem fit at such price as the Builder may determine at the risk of the Flat Holder and the Flat Holder shall not be entitled to question such sale or to claim any amount whatsoever from the Builder.

Termination on defaults.

31. In case the Flat Holder gives the said Premises on leave and licence basis or any other basis and if on that account the Municipal Authorities or any other Authority charge the municipal or other taxes at an

Liability of F.H. to pay additional outgoings.

increased rate, the Flat Holder hereby agrees to pay such excess Municipal Taxes in respect of the said Premises. In case the Flat Holder fails to pay such excess Municipal Taxes the Flat Holder shall alone be liable for all the consequences whether directly, indirectly or remotely resulting from such non-payment.

Saving of other parts of Building.

32. Save and except on the said Premises hereby agreed to be acquired, the Flat Holder shall not claim right to any other premises of the said Building, i.e. to any of the open spaces, parking places, garages, terraces, unutilised F.S.I. or the F.S.I. that may be granted by the Municipal Authorities within five years from the date of conveyance of the said Plot and the Building hereby contemplated as aforesaid, and the same will remain the property of the Builder until the same is transferred to the said Organisation and that upon the said Plot and the Building thereon being transferred to the said Organisation as aforesaid the documents to transfer the same shall contain necessary covenant reserving to the Builder aforesaid rights or such of them as the Builder may desire.

Builders Lien.

33. The Builder shall in respect of any amount unpaid by the Flat Holder under the terms and conditions of this Agreement have a first lien on the said Premises agreed to be acquired by the Flat Holder.

Insurance Policy.

34. The Flat Holder shall not do or cause to be done any act or thing which may render void or voidable the insurance policy of the said Building or whereby the rate of premium payable in respect thereof is increased.

Indulgence.

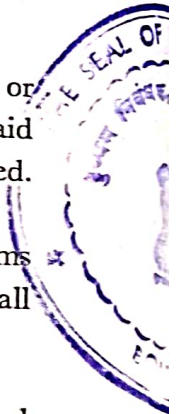
35. Any delay or indulgence of the Builders in enforcing the terms of this agreement or any forbearance or giving time to the Flat Holder shall not be construed as a waiver on the part of the Builder of any breach.

I.O.F. Act.

36. This Agreement shall always be subject to the provisions contained in the said Act and the said Rules or any statutory modification or re-enactment thereof or any other provisions of Law applicable thereto.

L.

37. If the floor space index available on the said Plot is not fully consumed by construction of the said Building on the said Plot in pursuance of the said Plans or if any additional floor space index is available by modification or relaxation of Municipal Rules in that behalf, the Builder will be entitled to consume such unused floor space index or the additional floor space index by construction of additional premise on the said building at any time within 5 years from the date the said Plot and Building being transferred to the said Organisation and sell the Premises in such additional construction on ownership basis by the Agreement in the form similar or as near as possible to this Agreements and that the Purchasers of such additional premises shall be entitled to be members of the Organisation that will be formed by the Purchaser along with the Other Purchasers of the remaining Premises of such Building. The Conveyance of the said Plot and the Building thereon in favour of the said Organisation or the said declaration shall contain a suitable covenant reserving the rights of the Builder as contemplated by the foregoing clause.



38. In the event of any portion of the Plot being notified for set back prior to the transfer of the Builder's interest in the said Plot in favour of the said Organisation, the Builder alone shall be entitled to receive the amount of compensation for such set back land.

Acquisition of any part of Plot users of other premises in Building.

39. The Builder shall be entitled to sell the Premises in the said Building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other residential or non-residential purpose and the Flat Holder shall not object to the use of the other premises in such Building for the aforesaid purposes by the Purchasers thereof.

40. All notices to be served on the Flat Holder by the Builder under this Agreement otherwise shall be deemed to have been duly served if sent to the Flat Holder by prepaid postage under certificate of posting at his address at 90/595, Wadale TIC ANTOP Hill; Bombay-47

A & D of F.H. for notices etc.

NS
MT

41. The Original hereof shall remain with the Flat Holder who will lodge the same for registration with the sub-registrar at Bombay and the Builder will attend the sub-registry and admit execution thereof after the Flat Holder sends written intimation of the number and date on which the same is lodged for registration.

F.H. to lodge for Registration.

42. Messrs. L. D. Shah & Co., Advocates of the Builder shall prepare and/or approve as the case may be the conveyance of the said Plot with the Building thereon or any other document in favour of the Organisation as also the bye-laws in connection with the formation registration and/or incorporation of the said Organisation.

Conveyance & Other documents.

NS
MT

43. The Flat Holder shall on execution hereof pay Rs. 350/- being the professional fees in connection with preparation and execution of the conveyance of the said Plot with Building thereon and any other document (whether incurred heretofore or to be incurred hereafter) to complete the title of the said Organisation to the said Plot and the Building thereon as also in connection with the formation registration and incorporation of the said Organisation, as also for preparation of this Agreement.

Professional fees.

44. The Stamp Duty, Registration charges and all other costs of and incidental to the conveyance and other documents to be executed in pursuance thereof shall be borne and paid prior to the possession by the Flat Holder as ascertained and fixed by the Builder. The same shall be paid by the Flat Holder before taking possession of the premises.

Out of pocket.

NS
MT

बागुल नगर ५/५/७५ २५५/७
 वन १२७ वं ५५० नमिषादि
 ३ तारखेस ११
 राज्याचे वर्मान मुख्य निबंधक
 पुणे वॉचे कार्यालयात इतर ठेका

जोगिमा चांदीची गा

खालील प्रमाणे की मिळवली :-

नीदणी	१०२५
दोर	१
मकळ (गोळीवाज)	१
कडवाय	३
पडवळीत	१
उपाळ	१०

एकूण १५००.

मुख्य निबंधक, पुणे.

मुख्य निबंधक, पुणे.

श्री निलेश सुभतराय मेहता.
 वय २७ ता: ६ विवे ६, तिलक रोड,
 चाण्कार (पुणे), मुंबई ७७
 मे श्री. अ. विल्ड अ.
 पासपोर्ट क्रमांक ३५५५५५५५
 इस्यु दिनांक १०-१०-१९५५ मुंबई

१. श्री. अ. विल्ड अ.

१) श्री. अ. विल्ड अ. चाण्कार (पुणे) मुंबई ७७
 वय २७, ३ ता: ६ विवे ६, तिलक रोड, चाण्कार (पुणे), मुंबई ७७
 मे श्री. अ. विल्ड अ. पासपोर्ट क्रमांक ३५५५५५५५
 इस्यु दिनांक १०-१०-१९५५ मुंबई

असाचे कबूल करताना
 जोगिमा चांदीची गा

१) श्री. अ. विल्ड अ. चाण्कार (पुणे) मुंबई ७७
 वय २७, ३ ता: ६ विवे ६, तिलक रोड, चाण्कार (पुणे), मुंबई ७७
 मे श्री. अ. विल्ड अ. पासपोर्ट क्रमांक ३५५५५५५५
 इस्यु दिनांक १०-१०-१९५५ मुंबई

हेनाच्यात असाचे कबूल करताना
 जोगिमा चांदीची गा

१. 

मुख्य निबंधक, पुणे.



Registered No. PS 2175/85 of Page 53 to 62
 Volume 1725 of additional Book
 No. 1
 Date 17-8-05

231815

July

Sub-Registrar of Bombay
 exercising all the power of
 a Registrar except that of
 hearing appeals.

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[Faint, mostly illegible text in Devanagari script, likely a date or reference.]

SHREESI REENA SOCIETY LIMITED

THE **SHREESI REENA SOCIETY LIMITED**
(Registered under M.C.S. Act 1960) (Registration No. **1701/8586** and Date **17.10.1985**)

No. **16** Share Capital Rs. **10,00,000/-** Divided into **20,000** Shares each of Rs. 50/- only

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Memorandum of the Transfers of the within mentioned Shares

Sr. No. of Transfer	Date of General Body/ Managing Committee Meeting at which transfer was approved	To Whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered.	Sr. No. in the Share Register at which the name of the Transferee is recorded.
1	<p>5/11/2005 FOR SECRET JI HENNA CO-OP. HSG. SOC. LTD Secretary / Treasurer</p>	<p>MR. VISAYAKUMAR SHH </p>	16	<p></p>
3	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member

Date : 01/5/85

Messrs Shreeji Builders & Co.,

Re :- Agreement for sale of flat No. 20
on 3rd floor of Reena Apartments on
Ownership basis at Plot bearing CTS No -962,
963, 964, 964/1 to 964/92, 962, 1A and 845 (Pt)
at N. L. Cross Road, Chincholi, Malad (West),
Bombay-400 064.

Yourselves

to

My self

Sirs,

This has the reference to the above agreement and this is to confirm that you
brought to the notice of the undersigned the agreement dated 24th August, 1979 made
between yourselves of the One Part and the Trustees of the Modh Vanik Subechhach Trust of
the other and particularly provisions therein contained about :-

a) The sale of the marriage hall and two flats on Ownership basis in the above
agreement with the right to the said Trust the use and occupation of the Garden to be provided
in the above Plot as also together with the exclusive right of way for the said Trust :-

b) The sale of Flats No. 3, to 14 as and by way of security as therein mentioned
in the above provisions as to the resale and cancellation of the sale of such Flats;

c) The right of the said Trust to deal with or dispose of the said marriage hall and
two Flats without your consent or that of the buyers of the tenements including
the said Flats; and

d) Security created by equitably mortgaging the above plot, with the said Trust for
the value of the premises viz. Rs. 3,82,000/-.

The undersigned hereby confirms the said agreement dated 24th August, 1979.

Yours truly,

२ श्रीरामाचारीका

(Flat Holder)