

**AGREEMENT FOR SALE
OF**

SHOP
FLAT NO 6 ON Ground FLOOR

IN Suparshav Apartment

IN

SARVODAYA PARSHWANATH NAGAR

NAHUR ROAD, NEAR MEHUL CINEMA, MULUND (WEST), BOMBAY - 400 080.



BUILDERS :



NAHAR & SETH ENTERPRISES

403 / 404, GUNDECHA CHAMBER, N. M. ROAD, FORT,
BOMBAY - 400 023 ● PHONE : 274005 □ 271334



CSP Co-operative Hsg. SOC. Ltd.

सी एस पी कॉ-ऑपरेटिव्ह हा. सो. लिमिटेड

Ground Floor, Suparshav Apts., Sarvodaya Parshwnath Nagar,
Mulund (W), Mumbai - 400 080.

Reg. No. BOM / (WT) / HSG / TC / 5496 of 90-91 Dt. 20-12-1990

Date : 27/05/2017

Ref. No.

The Manager,
State Bank of India,
Diamond Garden Branch,
118-121, Swastik Chambers,
S. T. Road, Chembur,
Mumbai - 400071.

Dear Sirs,

The Managing Committee of "C.S.P. C. H. S. LTD." does hereby certifies that:-

1. **Shop No: 6 on the ground Floor of the building of the Society, known as Suparshav Apartments,** is situated at Mulund West, at J. N. Road, Opp. Parshwanath Jain Mandir, Sarvodaya Nagar, on the land bearing C.T.S. No: 658/ 1 to 11, Survey No: 107, 108/1, 104/2&3, and 41/3, has been allotted to **Mr. T. S. Panicker & Mrs. Padmavati S. Panicker.**
2. That the total Cost of the Shop was Rs. 1, 46, 300/- (Rupees: One Lakh Forty-Six Thousand Three hundred only) as per the Agreement for Sale.
3. The Title to the said Land and Buildings thereon is clear, marketable and free from all encumbrances and doubts.
4. We confirm that we have no objection whatsoever to Mr. T. S. Panicker & Mrs. Padmavati S. Panicker, mortgaging the shop to State Bank of India, as Security for the amount advanced by the Bank.
5. The Society has not borrowed from any Financial Institution for purchase of land or construction of building and has not created and will not create any encumbrances on the shop allotted to them, during the currency of the loan sanctioned to them by the bank.
6. We agree to accept enter the said mortgage in Society's Lien Register on intimation from the State Bank of India, that the Loan has been

[Handwritten Signature]



वृहन्मुंबई महानगरपालिका

Supersuav

BRIHANMUMBAI MAHANAGARPALIKA

CE/2030/BPES/AT.

Office of the

Executive Engineer E. S.

Joint Municipal Offices,

Municipal Corporation,

Bombay-400021.

29 AUG 1987

To

Shri R.G. Kapadia,
Licensed Surveyor,
24, Maker Chambers III, 3rd floor,
Nariman Point,
Bombay-400021.

Subject: Occupation certificate for the building
'Y-2' on plot B/C on plot bearing C.T.S.
No. 644/2, 647, 647/1, 647/2, 648, 648/1,
25 658/11, 644/1 of Nahur Village at Mulund.

Sir,

Reference: Your letter dated 19th August, 1987.

With reference to the above, I have to inform you that there is no objection to your client occupying the premises as shown by you in the completion plans submitted by you after obtaining water connection from Assistant Engineer, Water Works 'T' ward and subject to the following conditions :-

1. That certificates under section 270-A of the Bombay Municipal Corporation Act shall be submitted within 3 months.

2) That final clearance under section 22 of U.L.(C&R) Act 1976 shall be submitted before submission of B.C.C. for remaining building in sector A.E.

3) That requirements mentioned in C.F.O.'s M.O.C. under No. BFM/587/32 of 17.8.87 shall be complied with.

Note: This permission is used without prejudice to actions under section 305, 353A of the Bombay Municipal Corporation Act.

Please also note that if any of the abovementioned objections are not complied with and if the user mentioned in the approved plans is found changed without prior permission from the Municipal Corporation, this occupation certificate granted to your client will be treated as cancelled and steps will be taken to cut off the water connection granted to your client.

Yours faithfully,

Executive Engineer,
Building Proposals (Eastern Suburbs).

HFM/26887.



SHARE CERTIFICATE

GO-OP. HOUSING SOCIETY LTD.

Registered under MCS Act 1960, Vide Registration No. BOM/WT/HSG/TC/5496 of 90-91 Dated 20-12-1990

Suparshav Apts., Sarvodaya Parshwanath Nagar, Mulund (West), Bombay 400080.

Share Certificate No. 095

Membership No. S-095

wherein Share Capital Rs. 60,000/- Divided into 1200 Shares of Rs. 50/- each only)

I do hereby Certify that MR. T.S. PANIKER (JT)

of SHOP - 006 in SUPARSHAV Apartments is/(are) the Registered holder(s)

of FIVE shares in the Society bearing Nos From 736 To 740

(both inclusive) of the face value of Rs. 50/- each on which the full amount of

Rs. 250/- (Rupees TWO HUNDRED AND FIFTY only) has been paid subject

to the Bye-laws of the Society.

Given Under the common seal of the said Society at MULUND, BOMBAY

this TENTH day of JUNE, 1991.

Swikha Gauden Chairman Chairps. 2011
P. Channarayn Hon. Secretary
A. V. ... Member of the Committee

Transfer
Managing Committee Meeting
at which transfer
was approved

Register at which the
transfer of Shares held
by the Transferor are
registered

Register at which the
name of the Transferee
is recorded

RESOLUTION NO: 1
Dated: - 22/08/2020

MRS. K. PADMAVATI

095

095

Chairman

Hon. Secretary

Committee Member

Self

Chairman

Hon. Secretary

Committee Member

Chairman

Hon. Secretary

Committee Member

Chairman

Hon. Secretary

Committee Member

Chairman

Hon. Secretary

Committee Member

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1

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मूळ नंबर २०६०/१५
 वन १९७५ व पत्रिन्यास
 २३ तारखेस १२ व
 १ बाजण्याचे दम्यात दुय्यम निबंधक.
 वरान पांचे कार्यालयान राज १२

T. S. Paniker

खाकील प्रमाणे की निम्नलिखित :-

	रु.	पैके
नोंदणी		
क्षेरे	१४६०	
मककल (फोलिओज)	१	
रजनात	१	
फायर्सींग	३	
टपाल	१	
	१५	

पट्टा १२००

T. S. Paniker

दुय्यम निबंधक, मुंबई.

T. S. Paniker
 वकील, मुंबई

Agreement For Sale

ARTICLES OF AGREEMENT made at Bombay this 6th day of APRIL One Thousand Nine Hundred Eighty Four BETWEEN MESSRS. NAHAR & SETH ENTERPRISES a Partnership firm carrying on business as Developers and Builders having their principal place of business at 403/404, Gundecha Chambers, Nagindas Master Road, Fort, Bombay-400 023. hereinafter called 'The Developers' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the persons for the time being constituting the said firm and the survivor or survivors of them and their respective heirs, executor, administrators and assign) of the One Part AND Shri Smt: T. S. PANIKER &

MRS. PADMAVATHI S.
PANIKER an Indian
 Inhabitant of Bombay residing at 13, Wala, St. Pius
Society, Nahur, Mulund (W)
Bombay - 400080.

hereinafter called 'THE PURCHASER' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs executors, administrators and permitted assigns) of the Other Part:

T. S. Paniker
 " Padma..."

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WHEREAS

1. Maganlal Popatlal Charity and Sarvodaya Hospital Trust a Public Charitable Trust registered under the Bombay Public Trusts Act, 1950 (hereinafter called 'The said Trust') is the Owner of and as such well and sufficiently entitled to and was prior to the 28th day of February, 1980 seized and possessed of all those several contiguous pieces or parcels of land or ground hereditaments and premises situate lying and being at Mulund, Pada Nahur, Taluka Kurla, District Bombay Suburban in the Registration District and Sub-District of Bombay City and Bombay Suburban and containing by admeasurement approximately 1,08,190 Squar Yards equivalent to about 90457-66 Square Meters and more particularly described in the First Schedule hereunder written.
2. The said trust was desirous of developing the said Property by constructing houses, and buildings consisting of dwelling Units and to give the said Property on Lease to the Co-operative Society to be formed by the Purchasers of such dwelling Units.
3. By an Agreement dated 28th February, 1980 and made between the said Kantilal Manganlal, Pannalal Manganlal and Smt. Kusumber Kantilal, the Trustees of the said Trust therein and also hereinafter called 'The Owners' of the One Part and the Developers of the Other Part, it has inter alia been agreed that the Developers shall construct buildings on the said property and the said Trust shall grant a Lease in the form as per the Draft annexed thereto of the said Property together with the Building erected thereon for the term of 98 years in favour of the Developers or their nominee or nominees, including a Co-operative Society or a Limited Company commencing from 1st July, 1982 at the monthly rent of Rs. 1,00,000/- (Rupees One Lakh only) clear of all dues to be payable in advance every month on or before 10th of every month and if the buildings are not complete and or the lease is not executed on or before 1st July, 1982 the said sum of Rs. 1,00,000/- per month shall payable as compensation to the said Trust from 1st July, 1982 onwards in accordance with the said Agreement dated 28th February, 1980.
4. By the said hereinbefore recited Agreement dated 28th February, 1980 it was agreed that the Developers shall be entitled to sell on Ownership Basis the flats, shops, garages, Units to be constructed by them on the said property or any part thereof, but no obligation of any nature whatsoever of the Developers shall be incurred by the Owners for the Prospective Purchasers, Tenants, Lessees, Licenses etc., of the Developers and all themoneys received or receivable from such Purchasers shall belong to the Developers and will be received by them

on their own account and the Owners shall not have any share, right, title or interest of any nature whatsoever to or in the moneys that may be received from such persons and the Owners shall not be responsible to any such persons so far as the said moneys are concerned either for refund thereof or otherwise.

5. On the application made by the Owners under the provisions of Section 36(i) (b) of the Bombay Public Trusts Act, 1950, the Charity Commissioner Maharashtra State, Bombay, by his order No. J|4|295-80|2537|80 dated 9th October, 1980 as modified by the order No. J|4|295|80|31157|80 dated 28th December, 1980 accorded sanction to the Owners to develop the said property as more Particularly described in the said Modification Order dated 28th December, 1980 being the same as more particularly described in the First Schedule hereunder written on the terms and conditions mentioned in Exhibit 5 of the said proceedings before the said Charity Commissioner being the said hereinbefore recited Agreement dated 28th February, 1980 and directed that the Developers shall carry out the development of the said Property by spending their own money and after construction of the buildings, Co-operative Societies should be formed and the said Property being the land in question should be leased out the said Co-operative Society for the term of 98 years on the terms and conditions set out in the Annexure being Form of the Lease to the Exhibit 5 of the said proceedings before the said Charity Commissioner being the said Agreement dated 28th February, 1980 and on the terms and conditions contained in the said order dated 28th December, 1980.

6. The Owners put the Developers in possession of the said Property with full permission and authority to the Developers to develop the said Property on the terms and conditions contained in the said Agreement dated 28th February, 1980 read with the said orders dated 9th October, 1980 and 28th December, 1980 passed by the Charity Commissioner, Maharashtra State, Bombay under the provisions of Section 36 of the Bombay Public Trusts Act, 1950;

7. The Developers have planned to develop a portion of the said Property in respect of which permission under Section 22 of the said Act for redevelopment has been granted by the Competent Authority (which is hereinafter for brevity's sake referred to as the said 'Portion' and more particularly described in the Second Schedule hereunder written by constructing buildings consisting of ground and upper floors thereon and for that purpose to demolish and/or adjust all or any of the Old Structures standing thereon and to construct buildings thereon as per the approved plans either phasewise or together as the Developers may decides;

8. The Developers have got prepared the plans for construction of the said proposed new buildings on the said portion consisting of ground and upper floors and the Municipal Corporation of Greater Bombay have approved the said plans;

9. The said building to be constructed on the said portion are to be named "SARVODAYA PARSHWANATH NAGAR", or such other name as the Developers may decide;

10. The Developers will be selling the premises which include flats, garages, open terraces in the said building and covered and open parking spaces on the said portion and hoarding spaces and sites on the outer walls on the open terrace of the said buildings or in the compound of the said portion on what is known as Ownership Basis either under the Maharashtra Ownership Flats Act, 1963 or Maharashtra Apartments Ownership Act, 1971 or any other Act for the time being in force relating to sale of premises on Ownership Basis with a view that ultimately the purchasers of all such premises including the purchaser herein should form themselves into and get registered either a Co-operative Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or they should incorporate an Association of Apartment Owners under the Companies Act, 1956 and upon the Purchasers of all such premises in the said building on the said Plot paying in full all their respective dues payable to the Developers and strictly complying with all the terms and conditions of their respective agreements with the Developers in a form similar to this agreement (with such consequential modifications as may be necessary) the Developers shall obtain from the Owners and shall themselves execute a Lease and other assurances necessary if any directly in favour of such Co-operative Society or Limited Company or obtain from the Owners and shall themselves make a declaration and other assurances under the provisions of the Maharashtra Apartment Ownership Act, 1971 as the case may be;

11. Separate agreements will be entered into by the Developers with each of the persons who agrees to purchase such premises on what is known as ownership basis in a form similar to this agreement but with such consequential modifications therein as may be necessary;

12. The Purchaser has before entering into this agreement demanded from the Developers and the Developers have given full free and complete inspection to the Purchaser of the said hereinbefore recited Agreement dated 28th February, 1980 made between the Owners and the Developers as also the title deeds and the extracts of record of rights and the Property register cards and the letter No. C|ULC|DESK-III|22|K|1795 dated 22nd August, 1980 and No. C|ULC|D-III|22|K|1795 dated 25th

February 1983 addressed by the Additional Collector and Competent Authority (ULC), Greater Bombay giving permission for re-development of the portion of said property more particularly described in the Second Schedule hereunder written under Section 22 of the Urban Land (Ceiling and Regulation) Act, 1976, the order No. I/4/295-80/25237/80 dated 9th October, 1980 and modification order No. I/4/295/80/30157/80 dated 20th December, 1980 both passed by the Charity Commissioner, Bombay, and the approved building plans and the Intimation of Dis-approval (I.O.D.) granted by the Municipal Corporation of Greater Bombay, which he Purchaser hereby admits, records and confirms and he also further admits, records and confirms that he/she has taken full free and complete inspection of all the said papers and is fully satisfied with the same;

13. The Certificate of Title is issued by MESSRS. KANGA & COMPANY, Advocates and Solicitors for the Developers in respect of the title of the Owners to the said property and copy whereof is hereto annexed and marked as Annexure 'A'.

14. The Purchaser, with due notice of what is stated hereinabove and after having satisfied himself/herself with all the documents and papers of which he/she has taken full free and complete inspection, has agreed to purchase and acquire from the Developers a ^{SHOP} Flat No. 6 on the Ground Floor with the Garage/Covered/open parking space No. — Hoarding space No. — open Terrace in the said Building to be called **Suparshav Apartment** in SARVODAYA PARSHWANATH NAGAR which is being constructed on the said property at the price and upon and subject to the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:—

1. The Developers shall, under normal conditions and subject to the availability of the required building materials construct and complete the said buildings as per the said plans, designs and specifications seen and approved by the Purchaser, with such variations and modifications as the Developers may consider necessary or may be required by any public authority to be made in them, but so as not reduce the total area of the said premises hereby agreed to be acquired by the Purchaser. The Purchaser hereby expressly consents to such variations as if the said variations had been incorporated in the approved plans.

M. S. Patil
M. S. Patil

M. S.

Received Rs. 30,000/- by Ch. No. 188388
on Central Bank of India, Bombay Central Branch
Dt. 6/4/55

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2. The Purchaser hereby agree to purchase the said ^{SHOP} Flat No. 6 on ~~Ground~~ floor with the Open terrace in the building to be constructed on the said property and Garage ~~covered~~ open parking space No. — Hoarding space No. — (hereinafter wherever necessary called the said premises) as per the plans and specifications seen and approved by him ~~her~~ ~~it~~ ~~them~~ and plan annexed hereto in the said Building called

Suparshav Apartment
in SARVODAYA PARSHWANATH NAGAR which is being constructed by the Developers in the said property more particularly described in the Second Schedule hereunder written at or for the price of Rs. 1,46,300/- (Rupees *one lac forty six thousand three Hundred only*.)

3. The purchaser agrees to pay to the Developers the said consideration or purchaser price of Rs. 1,46,300/- as under :—

- (a) By payment of Rs. 30,000/- (Rupees *Thirty Thousand only* -) as Earnest Money deposit on the execution of this Agreement;
- (b) By making the following part payments towards the balance of purchase price which shall be payable in the manner and by the instalments specified below :—
- (i) Rs. 8,000/- on or before the plinth of the said building being constructed;
- (ii) Rs. 8,000/- on or before the 1st slab of the said building being cast;
- (iii) Rs. 8,000/- on or before the 2nd slab of the said building being cast;
- (iv) Rs. 8,000/- on or before the 3rd slab of the said building being cast;
- (v) Rs. 8,000/- on or before the 4th slab of the said building being cast;
- (vi) Rs. 8,000/- on or before the 5th slab of the said building being cast;
- (vii) Rs. 8,000/- on or before the 6th slab of the said building being cast;
- (viii) Rs. 8,000/- on or before the 7th slab of the said building being cast;
- (ix) Rs. 8,000/- on or before the 8th slab of the said building being cast;

K. Pachayachari

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- (x) Rs. 8000/- on or before the 9th slab of the said building being cast;
- (xi) Rs. 8000/- on or before the 10th slab of the said building being cast;
- (xiii) Rs. 8000/- on or before casting of the 11th slab;
- (xii) Rs. 8000/- on or before casting of the 12th slab;
- (xiv) Rs. 8000/- on or before casting of the 13th slab;
- (xv) Rs. - on or before casting of the 14th slab;
- (xvi) Rs. 4300/- being the balance purchase price within seven days from the date on which the Developers give to the purchaser written intimation that the said premises are ready for occupation irrespective as to whether the purchaser takes possession thereof or not.

The time for each of the aforesaid payments as well as another payments to be made by the purchaser to the Developers shall be of essence of the contract.

The list of specifications and amenities to be provided in the flat/ shop/garage parking space agreed to be purchased by the Purchaser is described in the Third Schedule hereunder written.

4. (a) In addition to the consideration payable by the Purchaser as provided in clause 2 hereof the Purchaser shall pay to the Developers such sum as may be finally determined by the Developers as and by way of interest free deposit for the payment of lease rent to the owner out of the income of such fund.
- (b) Pending the final determination of the deposit amount the Purchaser shall pay to the Developers a sum of Rs. 5700/- (Rupees five thousand seven hundred only) at the time of possession.
- (c) The deposit amount paid by the Purchaser as provided is sub clauses (a) and (b) hereof shall be invested by the Developers on or before completion of the Building in fixed deposit with either a Schedule Bank or Co-operative Bank or Nationalised Bank in the name of the proposed Society and the

[Signature]
K. Pachmadhi

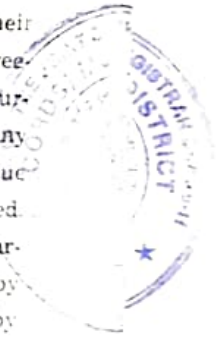
[Signature]

said deposit amount shall be held as fund for payment out of its income the lease rent payable to the owners.

- (d) Upon the formation of the said Society or Limited Company, the Developers shall make over and transfer the said fixed deposit receipts or deposit amounts received by them from the Purchaser to the said Society or Limited Company and there upon the said Society or Limited Company shall hold the same as a fund for payment out of its income, the lease rent payable to the owners. The said fund shall be invested in such form of investment as be determined by the Governing body of the said Society or the Limited Company.

5. If the purchaser commits defaults in payment of any of the instalments on their respective due dates (time being the essence of the contract) and/or observing and performing any of the terms and conditions of this Agreement, the Developers shall without prejudice to their other rights against the purchaser be at liberty to terminate this Agreement in which event the said Earnest Money Deposit paid by the purchaser to the Developers shall stand forfeited and all the rights if any of the purchaser which may have accrued to him/her under or by virtue of this agreement shall stand ipso facto terminated and existinggished. The Developers shall, however, on such termination, refund to the Purchaser, the instalments if any, which may till then have been paid by the Purchaser to the Developers but without any further amount by way of interest or otherwise and on the Developers terminating this Agreement under this clause, they shall be at liberty to sell off the said premises to any other person as the Developers deem fit, at such price terms and conditions as the Developers may determine and the Purchaser shall not be entitled to question such sale or claim any amount whatsoever from the Developers.

6. Possession of the said premises shall be delivered to the Purchaser after the said building is ready for use and occupation and the occupation Certificate in respect thereof is granted by the Municipal Corporation of Greater Bomhbay in respect of the said building or of the part thereof in which the said premises may be situated PROVIDED that all the amounts due by the Purchaser under this Agreement payable by them has been paid by the Purchaser to the Developers. The Purchaser shall take possession of the said premises within seven days of the Developers giving written notice to the Purchaser intimating that the said premises are ready for use and occupation upon paying to the

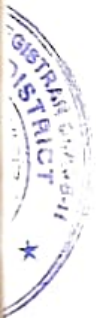


Developers all the amounts, if any including interest that may have remained to be paid under any of the provisions hereof by the Purchaser to the Developers.

7. Without prejudice to their other rights under this Agreement and/or under any law for the time being in force the Developers shall be entitled to charge and the purchaser shall be liable to pay to the Developers interest at the rate of 18% per annum on the amounts that may be due and payable by the Purchaser under this Agreement if such amounts remain unpaid and outstanding for seven days or more after becoming due.

8. Possession of the said premises shall be delivered by the Developers to the Purchaser latest by December 1986. The Developers 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 or the making of the said premises fit for use and occupation is delayed by the reason of non-availability of steel and/or cement or other building materials or by reason of war, civil commotion or any act of God, force majeure, strike, lockouts, layoffs whether of the labour of the Developers or any of the labour at the works of the manufacturers, suppliers of steel, cement or other building materials or other natural calamity or any reason beyond the control of the developers or if non-delivery of possession is as a result of any ordinance, notice, order, rule or notification of the Government and/or any other public body or authority then and in all such circumstances, the time for handing over possession shall be deemed to have been extended by mutual consent of the parties hereto and/or the parties claiming under them as the case may be. If as a result of any legislation or the decision of any authority under any law for the time being in force the Developers are unable to complete the said building and/or to give possession of the said premises to the Purchaser, the only responsibility and liability of the Developers will be to pay over to the Purchaser and to the several other persons who may have agreed to purchase or who may hereafter agree to purchase any premises in the said building the total amount (attributable to the respective premises) that may have been received by the Developers at the time and in the manner as may be received by the Developers pursuant to such legislation and/or decision. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever and if there is any such right or claim the same shall be deemed to have been waived and given up by party having such right or claim in favour of the other party.

9. If for any reason (other than those set out in clause 7 above) the Developers are unable/fail to give possession of the said premises to the



K. P. ...
K. P. ...

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13. (a) The Purchaser hereby agrees to pay to the Developers a sum of Rs. 1000/- (Rupees *one thousand* only), for the due observance and performance of this agreement.
- (b) The Purchaser agrees to pay to the Developers a further sum of Rs. 251/- in respect of the flat/shop/terrace open or covered parking towards share money & entrance fees.
- (c) The purchaser hereby agrees to pay to the Developers a further sum of Rs. — (Rupees — only) per month towards his pro rata share in the Lease Rent payable to the Owners.
- (d) The Purchaser hereby agrees to pay to the Developers a sum of Rs. 380/- (Rupees *Three hundred eighty* only) towards reimbursement of the amount paid to the said Trust.
- (e) The Purchaser agrees to pay to the Developers a sum of Rs. 500/- (Rupees *five Hundred* only) on account and towards the amount by way of deposit or otherwise payable to BEST for Electric meter to be installed on the flat/shop/terrace/open or covered parking space of the purchaser.
- (f) The Purchaser agrees to pay to the Developers a sum of Rs. 500/- (Rupees *five Hundred* only) on account and towards legal charges, for conveyance in space of the purchaser.
- (g) The Purchaser agrees to pay to the Developers a sum of Rs. 500/- (Rupees *five Hundred* only) being his/her share payable on account and towards society formation charges.
- (h) The Purchaser hereby agrees and binds himself to pay to the Developers the aforesaid deposits/sums in subclause (a) to (g) above on the date provided for in the clause 11 as above

The said deposits/sums shall not carry interest

14. The Purchaser shall use the said premises for any purpose permissible by law except a mutton shop or grinding mill or storing of any cl. noxious or inflammable goods or other purpose which are likely to

Yes
K. Redmond

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cause nuisance or annoyance to the occupants of the said building or the occupants of the adjoining buildings or for any illegal or immoral purpose.

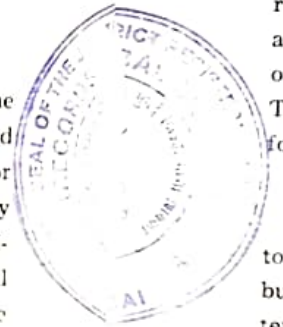
15. The Purchaser has prior to the execution of this Agreement satisfied himself|herself|itself|themselves about the title of the Developers to the said land described in the first and second Schedules hereunder written.

16. The fixtures, fittings and amenities to be provided in the said building and in the said premises and the materials to be used in the construction of the said buiding and the specifications of the said building are those set out in the Third Schedule hereunder written and the Purchaser has satisfied himself|herself about the design and the fixtures, fittings and amenities and specifications of the said buildings.

17. The Purchaser shall from the date of possession maintain the said premises at his|her own costs in a good and tenantable repairs and shall not do or suffer to be done any thing in or to the said building or the said premises the stair cases and or common passages which may be against the rules and/or byelaws rules or regulations of the Municipality, BEST|BESES or legal bodies or any other authority nor shall the purchaser change alter or make additions and/or alterations in or to the building or any part thereof or change the user thereof. The Purchaser shall be responsible for violation or breach of this provision and hereby agrees to save harmless indemnify and keep indemnified the Developers as well as such Co-operative Society or Limited Company or Association of Apartment Owners against any action and liability of any nature whatsoever on account of any such breach default commission or omission on the part of the Purchaser.

18. The Developers shall be at liberty to sell, assign transfer or otherwise deal with their right, title and interest in the said property and/or in the building to be constructed thereon provided it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises.

19. The Purchaser shall permit the Developers and their servants and agents with or without workmen and others at all resonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the purchaser shall make good within three months of the giving of a notice all defects



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51. The Purchaser will at their own costs, charges and expenses get registered with the Competent Authority statement (in duplicate) under section 269 AB of Income-Tax Act 1961 in Form No. 37EE Prescribed under the Income-Tax Rules 1962 within a period of 30 (Thirty) days from the date hereof and forthwith inform the Developers in writing the proper and complete reference number under which the said statement in Form 37EE has been registered.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

All that piece or parcel of land ground with structures standing thereon admeasuring 1,08,190 sq. yards or thereabouts equivalent to 90457.66 sq. meters or thereabout situate at vilage Pada Nahur, Mulund Bombay in the Registration sub-District of Bandra District Bombay suburban within the limits of Greater Bombay Municipal Corporation bearing the following survey numbers :—

Paradi No:	S.No:	H.No:	A.G:	Sq. Yds:
1	—	—	2—36—0	14036
6	—	—	0—38—0	4598
	41	3	0—8—4	998
	42	1	2—8—8	10708
	103	1	2—19—4	12009
	104	2	1—34—4	8984
	105	1	2—28—8	13128
	106	—	0—16—12	2027
	107	—	0—35—0	4235
	108	1	6—29—0	32549
	43	—	1—8—0	5808
	110	4	0—7—8	786

THE SECOND SCHEDULE HEARINABOVE REFERRED TO

All that piece or parcel of non-vacant land or ground admeasuring 29,741.50 sq. metres or thereabouts out of the property referred to in the first schedule hereinabove written situate at village Pada Nahur, Mulund Bombay in the Registration sub-District of Bandra District Bombay suburban with the limits of Greater Bombay Municipal Corporation and being part of survey nos. 107, 108, 104, 2 and 3, 42 and 41 mentioned in the First Schedule hereinabove.

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO
(List of Amenities.)

1. The Building will be of R.C.C. framed Structure :
2. Garden and Children play area.
3. Compound wall will be provided.
4. Marble Mosaic tiles in all rooms, kitchens, and passages.
 $\frac{1}{2}$ tile skirting of the same shade.
5. 6" x 6" White glazed tiles in floor 3' dado in all bath rooms, White glazed tiles in floor and dado upto 1' — 6" in W.C.
6. One shower in every bath room.
7. Overhead tank, under ground tank with necessary electric water pumps as per Municipal Rules.
8. One wash basin in every flat.
9. Raised cooking platform in each kitchen with black kadappa on the top and glazed tiles Paved Sink 1' dado of white glazed tiles over the platform.
10. Main door will be fitted with chromium plated aldrop.
11. Electric fittings: Each living room will have 2 light points, one power point, one fan point, one plug point, Each Bed room will have one light point, one fan point, one plug point, Each kitchen will have on light point, one power point, one fan point, one plug point, W.C. & Bath : one light point, and in passage one light point. Each bancony will have one light point.
12. One bell in each flat.
13. One Geyser in each flat.
14. A number plate indicating individual's flat.
15. Building will be painted with cement paint from outside and colour wash inside.
16. W.C. in compound for servants.
17. ONE LIFT :

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

SIGNED SEALED AND DELIVERED)
by the withinnamed MESSRS. NAHAR)
& SETH ENTERPRISES by the hand of)
their partner)

For **NAHAR & SETH
ENTERPRISES**

[Handwritten Signature]
Partner

in the presence of.)

SIGNED SEALED AND DELIVERED)
by the withinnamed Purchaser)

Shri/Smt./Messrs. T. S. Paniker)
& Mrs. Padmavathi S. Paniker)

in the presence of)
P. H. Dewdar

[Handwritten Signature]

K. Padmavathi S.



S. G. PARDIWALA
(Consultant)

D. D. DAMODAR
K. J. MERCHANT
M. L. BHAKTA
B. K. SANGHAVI
K. R. MODI
J. S. DESAI
S. C. KOTHARI
A. M. DESAI
A. S. DAYAL
K. M. VUSSONJI
B. D. DAMODAR
S. H. JUNNARKAR

KANGA & CO.

ADVOCATES, SOLICITORS & NOTARY

Readymoney Mansion, 43, Veer Nariman Road,
Bombay - 400 023.

Gram : "KANGACO"

Phones : 252265 252289
252288 259238

Telex : 011-4727 KACO

In Reply Quote Ref. No. MLB/8124/83

TO WHOMSOEVER IT MAY CONCERN:

Re : Development of property, being pieces or parcels of agricultural land admeasuring 22 Acres 36 Gunthas in the aggregate equivalent to about 1,08,190 sq. yds. or thereabouts situated at Village (Mulund Peda Nahur, bearing Paradi Nos. 1 and 6 and Survey No. 41, Hissa No. 3, Survey No. 42, Hissa No. 1, Sureyv No. 103, Hissa No. 1, Survey No. 104, Hissa No. 2, Survey No. 105, Hissa No. 1, Survey No. 106, Survey No. 107, Survey No. 108, Hissa No. 1, Survey No. 43 and Survey No. 110, Hissa No. 4. Kantilal Mananlal & Others, the Trustees of Maganlal Papatlal Charity and Sarvodaya Hospital Trust.

To

Messrs. Nahar & Seth Enterprises

1. By an Agreement dated 28th day of February 1980 made between Kantilal Maganlal and others the present Trustees of Maganlal Papatlal Charity and Sarvodaya Hospital Trust (hereinafter for brevity's sake referred to as "the Trustees") of the One Part And Messrs. Nahar & Seth Enterprises of the Other Part, the Trustees, that is the said Kantilal Maganlal and others agreed to allow the said Messrs. Nahar & Seth Enterprises to develop the above property on the terms and conditions therein contained.

2. The Charity Commissioner, Maharashtra State, Bombay, by this Order No. J|4|296-80-5237|80 dated 9th October 1980 granted his permission to the Trustees to develop the property admeasuring about 1,08,190 sq. yards, through the said Messrs. Nahar & Seth Enterprises on the terms and conditions contained in the said Order.

3. The Charity Commissioner, Bombay has by his Order bearing No. J|4|295|80|30157|80 dated 20th December 1980 accorded his sanction to the Trustees under Section 36 (1) (b) of the Bombay Public Trusts Act, 1950 to lease out the immovable property situate at Mouje Nahur and on such further terms and conditions as mentioned in the said order.

4. The Additional Collector and Competent Authority appointed under the Urban Land (Ceiling & Regulation) Act, Greater Bombay, has by his Order No. C/ULC/D-III/22/K/1795 dated 25th February 1983 has held that the surplus vacant land in respect of the property more particularly described in the Schedule hereunder written is 60,716.16 sq. metres and has permitted the Trust to redevelop an area of 21,494.50 square metres which excludes D. P. Road area of 8247.50 sq. metres. on the terms and conditions set out therein.

5. Subject to the terms and conditions contained in the Order passed by the Additional Collector & Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, as also to the terms and conditions contained in the Order passed by the Charity Commissioner, Maharashtra State, Bombay, the title of the Trustees to the above property appears to be clear and marketable and free from encumbrances.

THE SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of agricultural land admeasuring 22 Acres 36 Gunthas in the aggregate equivalent to about 1,08,190 sq. yards equivalent to 90446.84 sq. metres or thereabouts situate as Village (Mulund) Pada Nahur in the Registration Sub-District of Bandra, District Bombay Suburban, within the limits of Geater Bombay Municipal Corporation, bearing the following numbers :

Paradi No.	S.No.	H.No.	A.G.A.	Sq. Yds.	Sq. Metres
1	—	—	2—36— 0	14036	11735.92
6	—	—	0—38— 0	3598	3844.52
	41	3	0— 8— 4	998	834.45
	42	1	2— 8— 8	10708	8953.28
	103	1	2—19— 4	12009	10041.85
	104	2	1—34— 4	8984	7511.79
	105	1	2—28— 8	13128	10976.71
	106	—	0—16—12	2027	1694.83
	107	—	0—35— 0	4235	3541.01
	108	1	6—29— 0	32549	27215.195
	43	—	1— 8— 0	5808	4856.243
	110	4	0— 7— 8	786	657.19

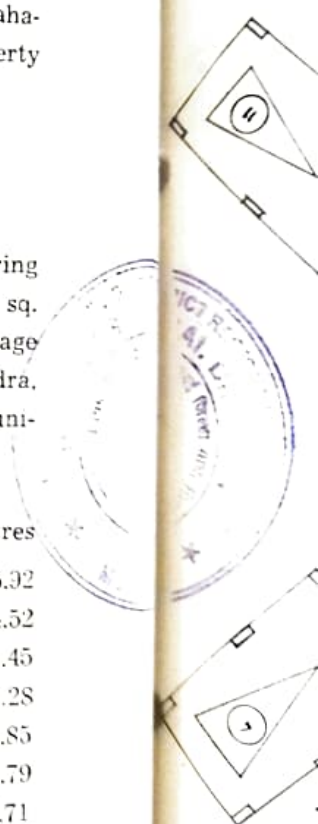
Dated this 5th day of May, 1983.

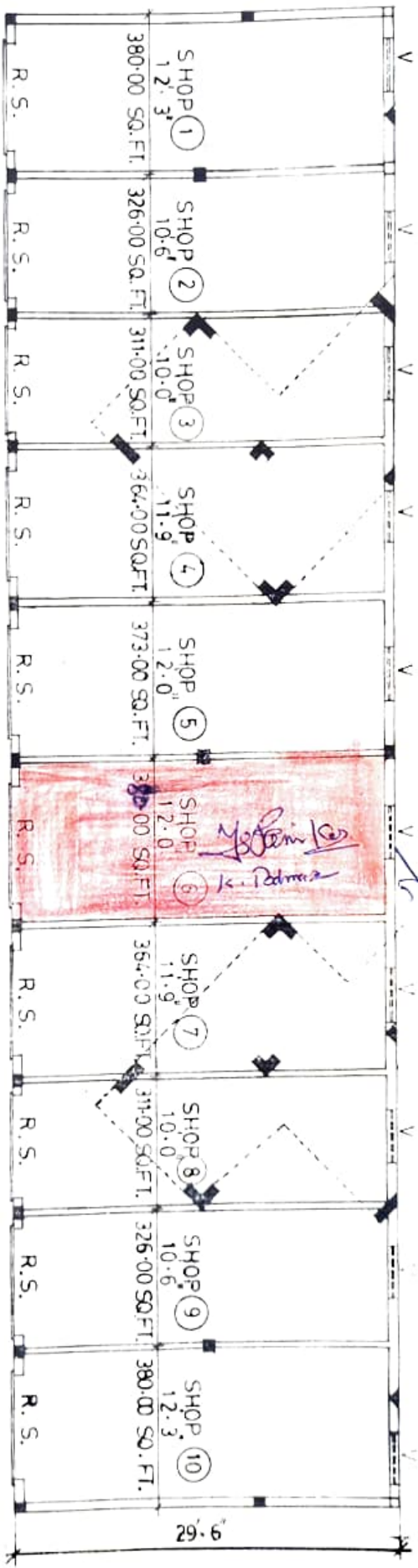
KANGA & COMPANY

S/d

(K. M. Vussonji)

Partner.





Plan of the Shop No. 6 on Ground Floor in Ground agreed to be acquired by the Party of the Second Part shown in Red Colour.

SHOPPING OF BUILDING TYPE Y2 Suparshay Apartment