

Ghatkoper

590

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AGREEMENT  
FOR  
SALE OF FLAT/SHOP

NO. ~~1-121-1A~~ ON First FLOOR

With / Without Garage / Car Parking Space

AT

AVANTIKA

Sant Narsi Mehta Marg, New Maneklal Estate,  
Ghatkoper (W), BOMBAY - 400 086.

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(Twenty seven thousand three hundred  
Fifty) HIND

GENERAL STAMP OFFICE  
EXTENDED SALES COUNTER  
MMRDA BLDG BANDRA (E)  
MUMBAI - 400 051  
MAH/GSO/010



INDIA

STAMP DUTY

AGRI

SPECIAL ADHESIVE

Rs. 0027350

13.3.00

281993

00047

MAHARASHTRA

# 111347247

10  
27350/-

13 MAR 2000

For 13/3/2000  
By Supintendent of Stamps

ARTICLES OF AGREEMENT made and entered into at Bombay this 14<sup>th</sup> day of MARCH 1993 2000 BETWEEN PRATHMESH ENTERPRISE hereinafter called "the Promoter" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include the partners or partner from time to time of the said firm, the last surviving partner and its assigns) of the One Part and Dr. Pankaj Jethabhai Bhanushah residing at N-19, Hill View, Himalaya Coop. Society Ltd., Nazi Seva Sadan Road, Ghatkopar (W), Mumbai-400084 hereinafter called "the Flat Purchaser"/"the Shop Purchaser" (which expression shall unless repugnant to the context or meaning thereof, mean and include his/her/their respective heirs, executors, administrators and assigns) of the OTHER PART:

Dr. Bhanushah

WHEREAS:

1. Smt. Saraswatibai Fatehbadur Singh Chandel and her two daughters Smt. Kalavati Suresh Lokre and Smt. Rekha Ramesh Desai were absolutely seized and possessed of or otherwise well and sufficiently entitled to land situate at Village Ghatkopar-Kirol, New Maneklal Estate having

Dr

Bhanushah

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CTS Nos. 502, 503, 504, 505 and 506 and Survey No. 44 and Hissa No.4 and Survey No.44, Hissa No.7 of Village Kirol in New Maneklal Estate on Sant Narsi Mehta Marg, Ghatkopar (W), Bombay 400 086 in Greater Bombay together with all tenanted structures standing thereon. The said plot is more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said plot".

2. The above referred Smt. Saraswatibai F. Chandel and her two daughters by an Agreement of Sale dated 30th June 1985 agreed to sell the said plot to Shri Ramnikbhai Pragjibhai Vadgama for the price and on the terms and conditions as set out therein.
3. The said Ramnikbhai Pragjibhai Vadgama failed to develop the said plot of land and in turn cancelled the abovesaid Agreement for Sale dated 30th June 1985 by a declaration and cancellation dated 7th June, 1988.
4. The abovesaid Smt. Saraswatibai F. Chandel and her two daughters by an Agreement for Sale dated 7th June 1988 agreed to sale the said plot of land to Shri Nagindas Tribhuvandas Shah for the price and on terms and conditions as set out therein.
5. The said Nagindas Triubhuvandas Shah in turn formed a proprietary concern "PRATHMESH ENTERPRISE" and transferred the right of development of the said plot of land to the said concern "PARTHMESH ENTERPRISE" the Promoter herein.
6. The Promoter is constructing on the said plots of land a multi-storeyed building.
7. The Purchaser has inspected the site and seen the building under construction and has taken inspection of all the documents required under the Maharashtra Ownership Flat Act, 1963, including the following documents prior to the execution hereof, viz:-

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7. (a) True xerox copy of an agreement for sale dated 7th June 1988 between Smt. Saraswatibai F. Chandel and her two daughters and the Promoter.
- (b) The declaration and cancellation of Shri Ramnikbhai Pragjibhai Vadgama dated 7th June, 1988.
8. The Promoter shall provide fittings, fixtures and amenities in the said building as set forth in the Second Schedule hereunder written.
9. At present the plans are sanctioned only for about 17,500 sq.ft. and for the building consisting of ground and Three storeys. However, the Promoter is entitled to get plans sanctioned to utilise full additional approved area. Therefore, there will be additional construction and closed garages as may be sanctioned by the Bombay Municipal Corporation. The Purchaser is fully aware of the same and has granted his irrevocable consent and authority to the Promoter laying out such additional construction and making necessary additions, alterations and revisions in the building plans now approved and to its obtaining sanctions or approvals from the Municipal Corporation for such purpose. The Promoter has however informed the Purchaser that in the process it shall not prejudicially affect the shape, area or location of the premises agreed to be acquired by the flat Purchaser. The prices of premises in the said building have been fixed taking into consideration such anticipated further development of the said plot and the income and profits likely to accrue therefrom and this constitutes the basis for this agreement.
10. The Promoter may complete construction and give occupation of part of the building. The Flat Purchaser has no objection to the said part occupation of the said building 'AVANTIKA'.

RLZ

Bhambhani



11. The Purchaser has on the basis of the above information and documents supplied to him by the Promoter, and/or otherwise being satisfied with the particulars and specifications of the proposed construction agreed to be acquired from the Promoter an Apartment, being Flat/~~Garage/Shop/Car Parking Space~~ No. A-101-A on the first floor of the said building "AVANTIKA APARTMENT" being constructed on the said plot of land for the price and on the terms and conditions as hereinafter set forth.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoters shall sell to the Flat Purchaser and the Flat Purchaser shall purchase from the Promoters on "Ownership Basis", a Flat being Flat/~~Shop/Car Parking Space/Garage~~ No. A-101-A on the first floor of the Building "AVANTIKA APARTMENTS" being constructed on the said CTS No. 502, 503, 504, 505 and 506 part and more particularly described in the First Schedule hereunder written. The said Flat/~~Shop/Car Parking Space/Garage~~ for the sake of brevity shall hereinafter be referred to as "the said Flat". The Flat Purchaser shall pay to the Promoters, a sum of Rs. 8,10,000/- (Rupees Eight Lacs Ten thousand only) being the Purchase Price to purchase the said Flat. The said price of Rs. 8,10,000/- (which includes Rs. 30,000/- being the proportionate price of the common areas and facilities and limited common area and facilities appurtenant to the said Flat) is payable as follows by Demand Draft drawn in favour of the Promoters on any Bank in Bombay.

- (a) Rs. 1,20,000/- (15%) paid on or before the execution of these presents as earnest;
- (b) Rs. \_\_\_\_\_ (10%) for completed plinth;
- (c) Rs. \_\_\_\_\_ (7.5%) for completed 1st slab;
- (d) Rs. \_\_\_\_\_ (7.5%) for completed 2nd slab;
- (e) Rs. \_\_\_\_\_ (7.5%) for completed 3rd slab;
- (f) Rs. \_\_\_\_\_ (7.5%) on completion of 4th slab;
- (g) Rs. \_\_\_\_\_ (10%) on completion of only brick walls;



- (h) Rs. \_\_\_\_\_ (5%) on preparing doors and windows frame work for the said Flat but not fitting thereof in the said Flat;
- (i) Rs. \_\_\_\_\_ (5%) on fitting of tiles on the floors of the said flat;
- (j) Rs. \_\_\_\_\_ (10%) on completion of plastering (internal and external);
- (k) Rs. \_\_\_\_\_ (5%) on completion of drainage line and fitting of water pipes;
- (l) Rs. 6,75,000/- (5%) on completion of sanitary fittings in the said Flat; and
- (m) Rs. 15,000/- (5%) at the time of occupation of the said Flat by the Flat Purchaser.

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2. This Agreement shall be subject to the terms and conditions mentioned in Annexure 'A' hereto and the said terms and conditions shall be deemed to have been duly incorporated herein and forming part hereof.

3. The following expressions used herein and in Annexure 'A' hereto shall mean the following, viz:

The said Flat : shall mean Flat/~~Car Parking Space/Open Garage~~ on first floor of the said Building.

The said Shop : shall mean shop on Ground floor.

Possession Date; 31<sup>st</sup> May 2000  
 Building Name : "AVANTIKA APARTMENTS"  
 Monthly contribution : Rs. \_\_\_\_\_ per month

4. The carpet area of the said Flat is 400.00 square feet (37.16 M<sup>2</sup>) and the carpet area of the balcony/ies, attached to the said Flat is \_\_\_\_\_ square feet ( \_\_\_\_\_ M<sup>2</sup>) *include balcony*

5. The Flat Purchaser shall have 1.48% undivided share in the common areas and facilities of the whole building and 33.33% undivided share in the limited common areas and facilities.

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6. The said Flat shall be used for the purpose of residence/commercial/car parking only.

7. The common facility for the whole of the building are as under:

Compound wall, compound, underground tank, overhead tank, pumping machine, pump-room, stairs, lights in the compound, stairs, gate.

8. Limited Common Area shall be passage on the floor on which the flat is situated.

9. Each of the Flat Purchaser/Shop Purchaser/ and/or a common organisation or a Co-operative Society to be formed by the Flat Purchasers in the said Building shall be liable to maintain, repair, renovate, reconstruction, re-build on the said property, the gardens, internal roads, electric sub-station (if any) drainage, line, electric cables, common water pipe line, lights on the street or any other common facilities to be used and enjoyed by the occupants of the various buildings. The liability shall arise to do so from the date the Flat Purchaser is put in possession of his flat or on execution of the Conveyance/s in favour of Co-operative Society/Common organisation of which he may become member whichever is earlier. Thereafter, the promoters will not be liable to repair, maintain, renovate, reconstruct or re-build, the said common facilities. Necessary covenants to that effect shall be made in the Conveyance/s to be executed in favour of the Co-operative Society or common organisation to be formed by the various Flat Purchasers.

10. The Promoter shall have to option to call a meeting of the flat purchasers, when occupation of five or more flats are received by flat purchasers, to form an interim working Association. The purchasers shall elect or the promoter may nominate, 2 or 3 flat purchasers from among the flat purchasers to form an interim working committee to represent the flat purchasers for the purpose of (a) opening a joint account in their name (b) collection of monthly outgoings from the flat purchasers and depositing such collections

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in the said bank account (c) appoint a watchman, pump operator, sweeper or any other empoloyee for the purpose of giving routine services for the flat purchasers (d) withdraw moneys from the said bank account for payment of wages and expenses for repairs and maintenance of building and other common amenities, (e) maintain an account of the receipts and payments and render this account to the common organisation of the flat purchasers when formed and registered.

After calling for the meeting the promoter thereafter shall have the option to stop the services if any given to the flat purchasers for operating water pump, sweeping etc. through persons employed by the promoter and the flat purchasers shall not raise any objection; the promoter shall also cease collection of monthly outgoings from the flat purchasers in respect of the aforesaid wages and other charges.

11. On or before execution of these presents, the Flat Purchaser shall pay Rs. 2,500 to Shri J.P. Singh, Advocate, as fees for preparing this agreement.

12. The said Shop shall not be used for following purposes:-

- (1) Storing/using unauthorised, illegal materials, explosives, or fire hazard and or explosive chemicals, illegal drugs, narcotics.
- (2) Bar, permit room, selling of liquor, beer, alcoholic beverages.
- (3) Raw non-vegetables.
- (4) Private Club, matka betting, video parlour or for any betting purpose.
- (5) For unauthorised or illegal activities.

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13. The shop keeper will keep free of any of his merchandise open space in front of his shop. This open space is meant only for easy passage and proper circulation of customers only.

14. The space is already provided for the shop keeper to display the name etc. of his shop. The shop keeper will have to take approval of the promoter, in writing, of type of name, sign board, lettering logos, etc. before the same is utting up on the building.

15. The shop keeper will not have any undivided share in common areas of the building except in toilet provided in the shopping complex, compound lights, overhead and underground tanks.

16. Limited common areas shall be open space in front of the said shop.

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

#### THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or ground with the messuage tenant or dwelling house standing thereon situate and being and lying at Kirol Village Ghatkopar (West), Taluka Kurla, in the Registration District and Sub District Bombay City and Suburban containing and admeasuring 1850 sq. yards equivalent to 1546 sq. mtrs. or thereabouts bearing Survey No.44, Hissa No.4, CTS Nos. 502, 503, 504, 506 and 506 (part) and bearing Municipal Corporation under 'N' Ward No. 7064 (1) (2) (7) 7063 (1) and old and New Agra Road or L.B. Shastri Marg, bounded as follows and that is to say on or towards the West and South by CTS No. 420; on or towards the East by the land bearing public road (Sakinaka Pipe line road); on or towards the North by land bearing CTS Nos. 477 to 486 and respective sheet No. 608/607/609/218 or 21814.

*Shankar*



- MAIN DOOR** : Flush Door with lamination front and one side oil painted/panel door with oil painted both sides/synthetic MOF or PUF door or any other suitable type without ventilator, peephole, Aldrop from outside, number plate, letter plate, safety chain, one tadi, and one aluminium tower bolt from inside, one night latch and one bell/buzzer.
- BATH & W.C.DOORS** : Nova teak panelled doors or Aluminium or M.S. doors or synthetic MOC OR PUF Sintex type doors including glass panel, oil painted, aluminium lower bolts inside and outside, one handle on both sides.
- INTERNAL DOORS** : Nova teak Panelled doors, or commercial flush doors or Aluminium/M.S. doors, or synthetic MOF or PUF doors, oil painted, one aluminium tower bolt 6" long and one 6" aluminium handle inside one , one aluminium tadi 10" long outside with on 6" aluminium handle.
- BALCONY ENCLOSURE** : Standard Aluminium sliding section with 4 mm thick glass panels including necessary rubber lining.
- WINDOWS** : Aluminium/M.S. or synthetic or teak windows with glass panels, one 4" long aluminium tower bolt at top and bottom to each shutter one 4" aluminium handle to each shutter with 6" long aluminium eye and hook to each shutter.
- Bath room and W.C. windows will have iron bars and louvres instead of shutters.
- TILES** : Kitchen and bathroom with Shahabad/Kota stone. W.C. white / color glazed tiles, Bathroom and W.C. full height dado with white / coloured glazed tiles, attached toilet floor and full height dado with white/coloured glazed tiles.

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All other rooms, passages with marble or synthetic or ceramic tiles with matching skirting of 3" height in all rooms.

Staircase will have mosaic treads or Cuddappa or any suitable natural stone treads, mosaic flooring on staircase landings.

**KITCHEN**

- : One cooking platform with granite top with a sink suitable white/coloured glazed tiles skirting of 1' height on all three sides of cooking platform, one down take tap chromium plated.

**BATH ROOM**

- : One chromium plated down take tape one 4" dia. chromium plated shower, all plumbing piping concealed. One suitable wash basin with one chromium plated down later tap in the passage, near bathroom.

**W.C.**

- : Indian type W.C. Commode with one down take chromium plated tape with suitable high level and low level flushing cistern.

**TOILET**

- : One European type commode of white or suitable color, matching colored one wash basin of 12" with one down take chromium plated tape, one down take chromium plated tape near commode, one down take chromium plated type and one 4" dia shower.

**ELECTRICITY**

- : All copper wiring concealed

Hall/Living

Room

: 2 light point

1 fan point

1 plug point

1 domestic plug point

1 common antenna point

1 telephone point

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*J. Manick*



Bed Room and	:	1 light point.
Kitchen		1 fan point
		1 plug point
		1 domestic plug point
Bathroom /Toilet	:	1 light point
		1 domestic power plug point for geyser
		1 light point
W.C.	:	1 light point
Passage	:	1 light point

**IN BUILDING****STAIRCASE**

: Staircase with RCC pardi , R.C.C.Grill and okne light point on each floor landings.

**COMPOUND**

:3' wide paving in compound around building  
One compound light fixed to building.

**TERRACE**

: Stair cabin with door. Terrace will be water proofed. Suitable A.C. Rain water pipe lines for drainage of rain water from terrace  
Electric point at Terrace cabin. 3' high parapet wall all around the terrace. Common antenna for T.V.

**GENERAL**

: Building of R.C.C. framed Structure with over head R.C.C. Tank. Flats will be white/ colored washed from inside. Wood work, M.S. Iron works oil painted. Building shall be painted from outside with cement based paint.

**GARAGES**

: One light point and one plug point, rolling shutter oil painted.







ANNEXURE 'A'

(Being the terms and conditions for sale of Flats/Shops/Garages/Car  
Parking Spaces forming part of the main Agreement)

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1. The Flat Purchaser shall pay to the Promoters the instalments of price mentioned in Clause I of the Main Agreement on the respective due dates without demand, time being of the essence of the contract. On breach of this or any other condition, the Flat-Purchaser will forfeit the earnest money paid by him and the Promoter may terminate this Agreement and dispose of the Flat to any other person. The Flat Purchaser shall in any event pay to the Promoters interest on the delayed payments at the rate of 15% per annum.
  
2. Under no circumstances, shall the Flat Purchaser get possession of the said flat without first paying to the Promoters all the amounts due under the main agreement. The Promoters shall give possession of the said flat to the Flat Purchaser on or before the possession date mentioned in the main Agreement on receipt of occupation certificate in respect of the said flat; subject to the normal trade circumstances and availability of building materials and other relevant factors, if any, beyond the control of the Promoter.
  
3. The stamp duty and registration charges, including penalty, if any, payable in respect of this Agreement shall be borne and paid by the Flat Purchaser alone. The Promoter shall not be liable to contribute any amount towards the same.
  
4. The Flat Purchaser shall, in addition, pay the stamp duty, registration charges and all other costs, charges and expenses relating to all other documents to be executed by the Flat Purchaser and/or the Promoter or the common organisation of Flat Purchasers before transfer of the property in favour of the common organisation. The Flat Purchaser shall also pay to the Municipal Corporation, towards charges paid or to be paid

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M. M. M. M.



Government or other public body or authority development or betterment charges or any other cess, tax, levy, land under construction or payment already paid by the Promoter and hereafter charged, levied or sought to be recovered in respect of the said plot of land, the said building and other structures standing thereon or any part thereof. The sale price of the said flat is calculated on the aforesaid basis and the Promoter is not liable to contribute any amount towards any of the above costs, charges and expenses and outgoings.

5. In the event of any stamp duty, registration charges, development/betterment/land under construction charges or any other levy, cess, tax or payment becoming due or payable at any time before the transfer and conveyance of the said property to a common organisation, the Flat Purchaser shall deposit with the Promoter the amount proportionately or actually due in respect of the flat on taking possession of the said flat.

6. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise or assignment in law of the said Flat or of any part of the said Building or the said plot of land to the Flat Purchaser.

7. During the course of construction, the Flat Purchaser may instruct the Promoter to make any addition or alteration in the said flat at extra cost provided the same does not involve any structural change and is permitted by the Municipal Authority and the extra cost in respect thereof is paid in advance.

8. The Promoter may complete any wing, part, portion or floor of the said building and obtain part occupation certificate and give possession of flat/s therein to the Purchasers of such flats and the Flat Purchaser herein shall not be entitled to object thereto. If the Flat Purchaser takes possession of the flat in such partly completed wing, part or portion or floor and the Promoter or his agents or contractors carry on the remaining work with the Flat Purchaser occupying his flat, the Flat Purchaser shall not object to protest to or obstruct in the execution of such work, even though the same cause any nuisance or annoyance to him.

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9. The Promoter may sell, transfer or assign all its right, title and interest in the said property (subject to the rights and interests granted herein to the Flat Purchaser) including in respect of the unsold flats in the said building but without in any manner affecting the rights of the Flat Purchaser.

10. The Flat Purchaser has already inspected the site and acquainted himself with the nature of the Promoter's title to the said property and his right to sell the said flat on 'Ownership basis' and shall not raise any requisition or objection thereto hereafter.

11. That Flat Purchaser shall from the date of taking possession of his flat:

- (a) maintain the said flat at his own costs as a prudent person in good and tenable condition;
- (b) not use the same in violation of any provision of law applicable thereto;
- (c) not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- (d) not cause any nuisance or annoyance to his neighbours;
- (e) not throw any dirt, rubbish or other refuse or permit the same to be thrown in the said flat or in the compound or in any portion of the said building;
- (f) not do or suffer to be done anything in or about or to the said building or the said apartment or in the staircase and/or the common passages which may be against the rules or regulations and bye-laws of the Municipal Authority and/or of any other competent authority;

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recommended by the Registrar of Co-operative Societies, Maharashtra State by actively assisting and co-operating in the formation of such common organisation and for that purpose from time to time sign all letters, writings, applications and documents and do all other acts, deeds, things and matters as the Promoter and/or such Co-operative Society shall reasonably require him to do. If for any reason, such a Co-operative Society cannot be formed, the Flat Purchaser shall actively assist in the formation of a common organisation as may be decided by the majority of the then Flat Purchasers and become and be a member thereof, and incur and pay all expenses of and incidental thereto proportionately;

- (n) observe, perform and comply with all the bye-laws, rules, and regulations of the common organisation of the Flat Purchasers in the said building; and
- (o) not sell, transfer, assign, let, grant, leave and licence, dispose of or in any other manner deal with, dispose of or part with physical possession of the said flat or any portion thereof or his right, title and interest thereto or therein or under this Agreement to any other person till a period of 5 years from the date of occupation as per the clause (-) of ULC 22 and before paying to the Promoter all the amounts due to it hereunder and without first obtaining its prior written consent.

12. The Flat Purchaser shall pay to the Promoter the 'Monthly contribution' due for the period commencing from 7 days after the said flat is offered for occupation by the Flat Purchaser, regularly on or before the 5th day of each and every month towards his provisional proportionate share of outgoings and expenses due to respect of the said flat on account of the following, viz:

- (a) maintenance, repairs of the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;



classes, restaurants, hotels and such other purpose or purposes permitted under the law for the time being in force. The Flat Purchaser shall not object to the use of flat/s for such purposes.

21. The Flat Purchaser shall lodge the original hereof for registration with the Sub-Registrar of Assurances within one month from the date hereof and intimate to the Promoter the serial number under which it is lodged and thereupon, the Promoter shall admit execution thereof.

22. The Conveyance to be executed in favour of a Co-operative Society or The Common Organisation shall provide that the Promoter will not hand-over possession of the said flat to the Flat Purchaser or the Society unless and until all the amounts which are due and payable by the Flat Purchaser to the Promoter under these presents are paid along with interest, if any, payable. The Promoter shall have lien for the unpaid price along with interest, if any, payable to them under the said Conveyance and the Flat Purchaser and/or the Society in no circumstances will be entitled to possession even after the Conveyance is executed unless the Flat Purchaser shall have paid in full the amount along with interest, if any, to the Promoter.

23. The Flat Purchaser shall on or before delivery of possession of the said flat, shall pay to the Promoter the following amounts:

- |       |             |   |
|-------|-------------|---|
| (i)   | Rs. 260/-   | for share money, application, entrance fee of the Society or Limited Company;       |
| (ii)  | Rs. 3,000/- | towards costs for formation and registration of the Society or Limited Company; and |
| (iii) | Rs. 5,000/- | towards proportionate share of taxes and other charges.                             |
| (iv)  | Rs. 4,000/- | Deposits for water meter, water consumption, Electric meter etc.                    |

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Rs. 12,260/- Total  
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24. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Flat Purchaser obtain from the concerned local authority occupation and/or completion certificate in respect thereof.
25. The Promoter hereby declares that the Floor Space Index available in respect of the land has not been utilised by the Promoter elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the Promoter till the Conveyance of the property in favour of the Society is executed and thereafter the same will be available to the Society.
26. The Promoter shall utilise the sum of Rs.1,000/- paid by the Flat Purchaser to the Promoter under clause 23 (ii) hereof for meeting all legal costs, charges and expenses, including provisional costs of the Advocates of the Promoter in connection with formation of the Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws or Memorandum and Articles of Association (as the case may be) and the cost of preparing and engrossing the Conveyance.
27. A Co-operative Society of the Purchasers of the Flats in the said building will be formed and the Conveyance of the whole plot will be executed in favour of such Society.
28. The Promoter shall enter into separate agreements with Purchasers of different flats in the said building for sale to them on ownership basis - on the terms and conditions substantially similar hereto and the benefit of this and such other agreements shall ensure for the benefit of all flat-purchasers in the said building and shall be available for enforcement not only against the respective Flat Purchasers thereunder but also against all flats-purchasers in the said building and the provisions of such agreements shall bind to the extent applicable, transferees of flats from the original Flat Purchasers also.



29. The Promoter has furnished to the Flat Purchaser the Particulars of estimated outgoings of the Flat proposed to be bought by the Flat Purchaser.

30. A copy of the Certificate of Title of the Promoter to the plot of land issued by Messrs. D.P. MISHRA Advocate is hereto annexed and marked Annexure 'B'.

Annex. 'B'

31. So long as the flat in the building shall not be separately assessed by the Municipal Authority, the Flat Purchaser shall pay proportionate share of water-tax to the Municipal Authority assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by the Municipal Authority or any other authority by reason of any permitted use other than residence/commercial/car parking of the said apartment, the Flat Purchaser alone shall bear and pay such special taxes and rates.

Annex. 'C'

32.(a) Hereto annexed and marked Annexure 'C' is a copy of the plan of the said flat which has been approved by the Municipal Authority.

Annex 'D'

32.(b) Hereto annexed and marked Annexure 'D' are copies of Property Card of the said plots.

33. On the Flat Purchaser committing default in payment of any of the amounts due and payable on their respective due dates under the main Agreement (including his proportionate share of taxes levied by the concerned local authorities and other outgoings) or the Flat Purchaser committing breach of any of the terms and conditions of this Agreement, notwithstanding his other rights and remedies under this Agreement or under the law, the Promoter shall be entitled to terminate this Agreement;

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat-Purchaser fifteen days' prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions for which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within fifteen days after the receipt of such notice by the Flat Purchaser:

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*[Handwritten signature]*



D. P. Mishra "Mahesh"  
B. A LL. B.  
(Advocate High Court)

23, PARSHURAM NIWAS,  
PIPE LINE,  
ASALPHA VILLAGE,  
NEAR 340 BUS STOP,  
GHATKOPAR (W),  
BOMBAY-400 084.

Ref. No.

Date 20th April 93.

TITLE CERTIFICATE

Sub :- Sale of property bearing  
Survey No.44, H.No.4, having  
corresponding CTS No. 502,  
503, 504, 505 and 506, part  
(New CTS No. 502A and 502 B)  
Village Kirol, Ghatkopar  
Taluka, Kurla, Bombay.

1. Smt. Saraswatibai Fateh  
Bahadur Singh Chandel.
  2. Kalawati Suresh Lokare
  3. Smt. Rekha Ramesh Desai
- ... VENDORS

To

Shri Nagindas Tribuvandas Shah. ... PURCHASER

1.. Pursuant of consent term dated 10th Sept.,  
1958 filed on 20th March 1959 in the suit  
bearing No. 858 of 1953 in High Court Bombay,  
and under order no RTS/SR/759 dated 24th Sept.,  
1960 Late Fateh Bahadur Singh became the 'Owner'  
of the property bearing Survey No.,44, Hissa no.4,  
having corresponding CTS No.502,503,504,505 and  
506, part ( new CTS No. 502A and 502 B) Village  
Kirol, Ghatkopar Taluka, Kurla Bombay.

.. 2 ..



2. Late Fateh Bahadur Singh Chandel expired on 22nd June 1965 leaving his wife ~~and~~ Smt. Saraswatibai Fateh Bahadur Singh Chandel, Smt. Kalawati Suresh Lokre and Smt. Rekha Ramesh Desai as their legal heirs and the name of the legal heirs of Shri. Fateh Bahadur Singh Chandel has been appearing in the revenue record of the aforesaid property.

3. There are structures on the aforesaid land bearing municipal assessment no. M-7064 (1), (2) (7) and M-7063 (1)

4. And the Owner has executed the agreement for sale dated 7th June 1988 in favour of Nagindas Tribuvandas Shah and also a supplement agreement dated 5th day of Dec 1990. The Owner has also executed general power of attorney dated 7th June 1988 in favour of Nagindas Tribuvandas Shah.

5. The Owner has given public notice in respect of the aforesaid property on 24th June 1988 inviting the claims and objections from the public in large M/s Panch Ratna developers has raised objection by his advocate and solicitors Firdoss and Company, having office at 33 Rajgiri Chambers 4th Floor, 12/14 SB Road



D. P. Mishra "Mahesh"  
B. A LL. B.  
(Advocate High Court)

23, PARSHURAM NIWAS,  
PIPE LINE,  
ASALPHA VILLAGE,  
NEAR 340 BUS STOP,  
GHATKOPAR (W),  
BOMBAY-400 084.

Ref. No.

Date

.. 3 ..

Fort, Bombay 23, and Mukta Jeevan Construction Company having office at 10/B Anand Bhvan 45 Bajaj Road, Ville Parle West, Bombay 4000 56 also put objection by his letter dated 29th June 1988.

6. The aforesaid claimant failed to produce any documentary evidence in support of their claim inspite of reminders dated 16th August 1988, 23rd August 1988 from the advocate of the Owner Avinash Dubey & Company and therefore both the claimant have seized or have waived their right, titled and interest if any for the aforesaid property or part thereof.

7. I have inspected the title, perused the copy of the records of right, mutation entries search report consent terms of the aforesaid plot belonging to Smt. Saraswatibai Fateh Bahadur Singh Chandel & others and found the same is good, marketable free from incumbrance.

.. 4 ..



8. And also Shri Nagindas T. Shah has obtained permission from the ULC on 29th Sept., 1989 under Order No. C/ULC/DIIII/22/4074 and pursuant to the order of the ULC and the plan sanctioned by the BMC, the purchaser N.T. Shah is constructing the building on the aforesaid plot of land .

D.P. Mishra

D P. Mishra  
(Advocate)



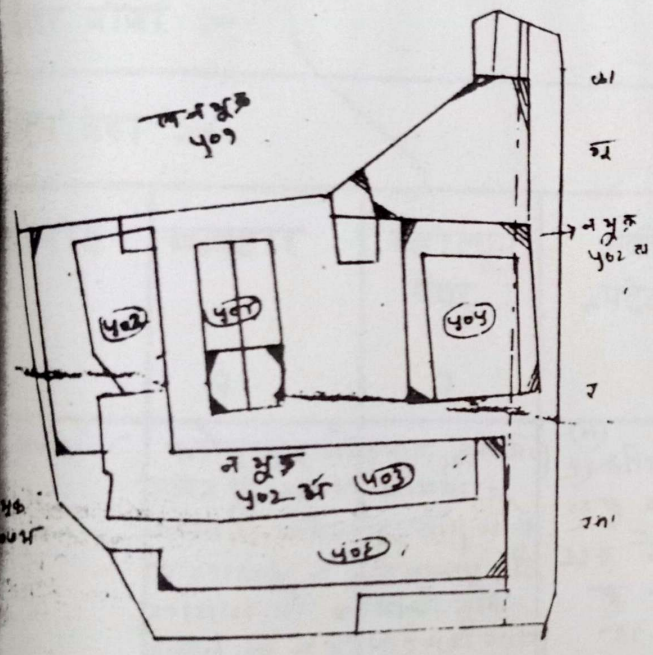
अधीनकार : श्री. इन्. टी. शाह, बांधा दिनांक १८/०८/६२ चे अर्जावरून नगर भूमापन मोजे घालकोपर  
 प्रेषाव सो. र. नं. ११५ दि. १०/०८/६२ नकाशाची संपादन केलेली कारणापुढी नकाशे पसे.



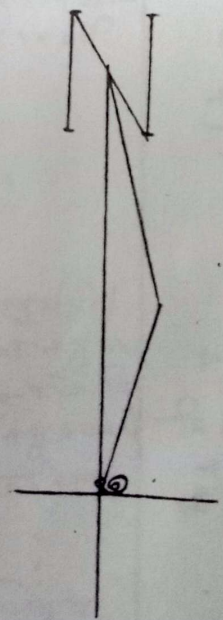
अधीनकार : - मा. जिम्हा. अधिकारी सु. उपनगर जिम्हा बांधा कॅम्प भादश कर्माड सी. / कार्या. ० / पुन. व पी /  
 पुनर्निर्माण / पो. वि. पुन. धार / ०१५ दि. १०/०८/६१ व श्री. पुन. टी. शाह बांधा दि. १८/०८/६१ चा  
 अर्जावरून पुनर्निर्माण व पो. वि. भाजन, कामी मोजणी काम केले.

सो. र. नं. ११५/६२  
 १०/०८/६२

नगर भूमापन : घालकोपर विभाग  
 नाका : - मुंबई  
 दिनांक : - मुंबई १५/०८/६२



समस्तुतीच्या टिपा  
 या प्रमाणे मूळ बांधकाम प्रमाणे न. भू. क. र. चा हद्दी आहेत  
 या प्रमाणे जागेवर अतिरिक्त बांधकाम आहेत  
 या प्रमाणे न. भू. क. र. वजा होणारे क्षेत्र आहे  
 ( क्षेत्र १००.५० - चौ. मी )



वर्ष बांधाची तारीख ... १८/०८/६१ ... एवढा भाग  
 नकाशा तयार तारीख ... १८/०८/६२ ... नकाशाचा मूळ ५२-५० ...  
 नकाशा दिव्याची दि. ... १८/०८/६२ ... नकाशाची प्रतिबांध मूळ ...  
 तयार करणार ... [Signature] ... तयारची मूळ ...  
 नकाशाची करणार ... [Signature] ... कायदा मूळ ७-१० ...  
 ५३-५०

[Signature]  
 नगर भू-मापन अधिकारी क. ७  
 मुंबई उपनगर, मुंबई

परिमाण : - १.५००  
 मोजणी करणार : x x x  
 मोजणी तारीख : २०/०८/६२



मिती सधे धारणा - फिरोज

मालमतेच्ये रजिस्टर कार्यातील उतर

तालुका - कुर्ना



जिल्हा मुंबई उपनगर

मि. सधे नंबर	क्षेत्रफळ चौ. मी.	सत्ता प्रकार	सरकारला मालमतेची सा-याचा अर्थवादी संशोधन निपणिल व तो केव्हा बदलावघाया
502 अ	990-8 +983E-0 न. भू. ड. 03 ते 40E-0 येथे मालमतेची स्वतंत्र मि. प. 548 येथे मालमतेची		
वहिवाटीचे हक्क	9300-8		

सन १९ मध्ये धारणा करणा-याचे नांव :

हक्क कता प्राप्त झाला [ जोपर्यंत तपास लागला तोपर्यंत ]

पदेदार :-

इतर बोजा :-

इतर बेरा :-

तारीख	व्यवहार	वहाल्युम नंबर	नवीन धारणा करपारा [घा] अपदेदार [प] अथवा इतर बोजा असपारा [इ]	साधी दाखल सही
१	२	३	४	५
११/३/७८	फतेबहादूर सींग राम लक्ष्मी प्रभत दि २५/११/६५ अथवा मरस्यती फतेबहादूर सींग मांचे दि २१/२/७८ व ती मालमतेची दि २१/२/७८ प्रो वरसांची नोंद द्यावत आ न. भू. अ. १ मुंबई मालमतेची न. भू. ५०२/६०८ की ७०८ मालमतेची प्रो		(म) १) श्रीमती मरस्यतीबाई फतेबहादूर सींग चंदे २) कु कमलावती फतेबहादूर सींग चंदे व ३) कु रेखा फतेबहादूर सींग चंदे व कु कमलावती व कु रेखा मांचे अ. प. क अथ मरस्यतीबाई	Soln... 13-6-78 न. भू. अ.) मुंबई
१७/१२	मा. जिल्हाधिकारी मुं. उप मांचे कोडेड आदेश कुं. सी. / कामी - ७/एन. ए. पी. / एकत्रिकरण / जो. वि / ए. आ. ७१५ दि १७/१२/७९ व मा. मि. नि. भू. अ. तथा न. भू. अ. मुं. उप. मांचे दि १७/१२/७९ चे आदेशान्वये न. भू. ड. ५०२ अ मूळ क्षेत्र ११०-४ चौ. मि. मध्ये न. भू. ड. ५०२ ते ५०६ च्या एकूण क्षेत्र १४३६-० चौ. मि. मालमतेच्या न. भू. ड. ५०२ चे १५२६-४ चौ. मि. क्षेत्र कामी केले व न. भू. ड. ५०३ ते ५०६ च्या मि. प. रद्द केले.			Soln... १५/१२ मि. नि. भू. अ. तथा न. भू. अ. १७७ मुंबई उपनगर ३०८
१७/१२	मा. जिल्हाधिकारी मुं. उप मांचे कोडेड दि १७/१२/७९ चे आदेशान्वये व मा. मि. नि. भू. अ. तथा न. भू. अ. ७ मुं. उप मांचे दि १७/१२/७९ चे आदेशान्वये न. भू. ड. ५०२ चे १५२६-४ चौ. मि. क्षेत्रातून मरस्यतीबाई वगळता १७०-५ चौ. मि. क्षेत्र कामी करणे न. भू. ड. ५०२ चे १३७५-९ चौ. मि. क्षेत्र कामी केले व न. भू. ड. ५०२ च्या न. भू. ड. ५०२ अ क्षेत्रातून १७०-५ चौ. मि. क्षेत्राची स्वतंत्र मालमतेची पत्रिका (म. क. न. ६२०४) उघडून त्यात न. भू. ड. ५०२ वर दि. १३ व न. भू. ड. ५०२ वर धारणा म्हणून द्यावत असतांना न. भू. ड. ५०२ वर मि. प. वर द्यावत केले.			Soln... १५/१२ मि. नि. भू. अ. तथा न. भू. अ. १७७ ३०८ उपनगर ३०८

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