



NEW RAJASTHAN BUILDERS

601, Commerce House, 140, N. Master Road, Fort, Bombay-400023.

RECEIVED with thanks from Shri/Smt. Vimla Padtap Singh

THE SUM OF Rs. 1,50,000/2 (Rupees one Lac Fifty thousand
only) being the Full Payment for Flat No. 405

Shop No. — Car-parking Space No. — in the Building known as "DRONA"
"on sub-divided Plot No. 2 at Marve Road, Malad (West),
Bombay-400064.

Bombay, dated this 21st day of Sept. 1988

Rs. 1,50,000/2 ch. no 702002
(subject to realisation) State Bank of India
Jogeshwar
Dated 21/9/88

For NEW RAJASTHAN BUILDERS

Received Original :
[Signature]

[Signature]
PARTNER, ANT




NEW RAJASTHAN BUILDERS

601, Commerce House, 140, N. Master Road, Fort, Bombay-400023.

RECEIVED with thanks from Shri/Smt. Vimla Padtap Singh

THE SUM OF Rs. 1,50,000/2 (Rupees one Lac Fifty thousand
only) being the Part Payment for Flat No. 405

Shop No. — Car-parking Space No. — in the Building known as "DRONA"
"on sub-divided Plot No. 2 at Marve Road, Malad (West),
Bombay-400064.

Bombay, dated this 21st day of September 1988.

Rs. 1,50,000/2
(subject to realisation) ch. no 702001
State Bank of India

For NEW RAJASTHAN BUILDERS

Received Original :
[Signature]

[Signature]
PARTNER, ANT


DRONA CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M.C.S. Act 1960)

(Registration No.

and Date

Born/w P/HSs / 12/4728 7 1988 50 21-18/085

No. 20

Authorised Share Capital Rs. 1500000 -/- Divided into 20000 Shares each of Rs. 50/- only

Member's Register No. 20

THIS IS TO CERTIFY that Smt. Vinla Pralab Singh

of Bankay is the Registered Holder of [100] Shares from No. 101 to 105 of Rs. 50/- each [1 Rupees fifty each] in THE DRONA CO-OPERATIVE HOUSING SOCIETY LTD.

which are subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at Bankay this 28th day of April 1991

[Signature] Chairman

Bhagwati. R. Bhatia. Hon. Secretary

[Signature] Member of the Committee

P. T. O.



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Drona Co-Operative Housing Society Limited

Regd. No. : BOM / WP / HSG / TC / 4728 OF 1989
Drona Apts. Vishal Nagar, Marve Road, Malad (W), Mumbai - 400 064.

Bill No. **3249** Date 9-1-12

Shri/Smt. Vinika P. Singh

Flat No. 405 Floor 4th

For the month of Jan. - March 20 12 PAY ON OR BEFORE 31-3-12

1. Municipal Taxes :	1177	00
2. Water Charges :	770	00
3. Pump Room & Electricity Charges :	800	00
4. Sinking Fund :	241	00
5. Repairs Fund :	900	00
6. Maintenance and Service Charges :	1950	00
7. General Maintenance Charges Union :	381	00
8. Parking Charges : <u>2 Bikes</u>	300	00
9. Interest / Late Fees :		
10. Non - Occupancy Charges :		
11. Other Charges :		
TOTAL	6519	00
(Rupees <u>512 thousand five hundred & nineteen only</u>)		

Bill Amount : Rs. _____
Arrears : Rs. _____
TOTAL Dues : Rs. _____

E. & C. E. **For Drona Co-Op. Hsg. Soc. Ltd.**


 Manager / Secretary / Treasurer

पर्यंत देयाकाचे अधिदान न केल्यास व देयक न भरण्याचे योग्य कारण
मा. आयुक्तांस त्यांचे समाधान होईल अशा प्रकारे न दाखविल्यास कसूर
यावर अधिनियम कलम २०२ अन्वये कारवाई करण्यात येईल.

कलम २५ खाली शिक्षण उपकराची रक्कम नजीकच्या रूपानापर्यंत पूर्ण करवताची तरतूद आहे
तत्पर पत्र व्यवहारासाठी पत्त्यातील बिल कृपया ताबडतोब कळवावा.

ब.मु.म.न.पा. नावाचे काढलेले भगवेश (बेक) वेखील स्वीकारले जातील. अधिदान आठवड्याच्या
कामाच्या दिवशी महिन्याच्या दुसऱ्या व चौथ्या शनिवारखेरीज सकाळी ९.०० ते दुपारी १.०० वा
वेळात स्वीकारले जाईल. मुंबई बाहेरील भगवेशांमध्ये बँकेचे ०.४० रु. कमीशन (कमीत कमी रु.
२.५०) अंतर्भूत करावे. पुढच्या बाजूवर वाखवलेल्या पूर्वीच्या धकबाकीत आवेशिका शुल्क (प्रोसेस
फी) किंवा बँड (जर असेल तर) ह्याचा अंतर्भाव केलेला नाही.

ओला सुका कचरा करा बैगबैगळा

व्यसन सोडा आरोग्य जोडा, संयम पाळा

एड्स टाळा

मालमत्ता कर तत्परतेने भरणा-या करदात्यांना, त्यांच्या ५ ते २५ वर्षांपर्यंतच्या दौन मुलांसह
पती/पत्नीस ७५ वर्षे वयोमर्यादेपर्यंत रु. १ लाखापर्यंतचे आर्थिकसहाय्य देणारी कल्याणकारी
योजना.



पाऊस पाण्याचे जलन करा

पात्रसाचे आर्थिकअधिक पाणी
सुयोग्यरित्या साठविले, वापरणे
अनिवार्य आहे.

कर्षा संवर्धनाच्या पध्दती

कृत्रिम टांक्यांमध्ये साठवण, जमिनीमध्ये साठवण, पाणी जमिनीत मुरवणे,
जलस्तंसांचे पुनर्भरण, खोदीक विहिरी व विद्युत विहिरीचे पुनर्भरण.



RECEIPT NO.: 73

BRIHANMUMBAI MAHANAGARPALIKAAssessment and ~~Collection~~ Dept.

WARD P/N CFC

Billing Name : DRONA CO OP HSG SOC LTD
 Assessee's Name : SHRI KANTILAL CHAMPALAL KOTARI &
 OTHERS,

Window Ref. No : COUNTER 8
 Receipt No : 2011ACR01759063
 Date : 17-01-2011
 Prop. No : 00099626
 SAC No : PN-18-0797-01-3-0000

Revenue source: **PROPERTY**

1 of 1 Receipts

Bill No.	Bill Date	Tax Amt	Total Amt Duc	Chq Dt	Chq No	MICR Code	Cash/Chq Am
ND+W.Fee+M.Pnlty+G.Pnlty+D.F. 201020BIL06588324 0+0+0+0+0	01-10-2010	66822	66822	05-01-2011	626349	400022008	668

Total : 66822 66822
 In Words : Sixty-Six Thousand Eight Hundred Twenty-Two
 Only

Total Receipt :
 Full Payment

668



Remark :

CRC : darshana.ambhir
 Printed on : 17-01-11 11:55 AM

Cheque Received Subject to Realisation.

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ARTICLES OF AGREEMENT made at Bombay this 8th day of September ^{eight} ~~seven~~ One thousand nine hundred and Eighty ^{विवेक} Between MESSRS. NEW RAJASTHAN BUILDERS a duly registered partnership firm carrying on business at 601, Commerce House, Nagindas Master Road, Bombay 400 023 (hereinafter referred to as "the Builders" which expression shall unless repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm of MESSRS. NEW RAJASTHAN BUILDERS, survivor or survivors of them, their respective heirs, executors, administrators and assigns) of the One Part A-N-D Smt. Vimala Pratap Singh

also of Bombay Indian Inhabitant (hereinafter referred to as "the Flat Holder" which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and permitted assigns) of the Other Part :

WHEREAS :

(a) By a Conveyance dated 5th July 1971 made between

(1) DHARAMDAS HARGOVANDAS (2) MANIBAI CHATURBHUJ JIWANDAS (3) GORDHANDAS HARGOVANDAS AND (4) RAMESH-CHANDRA DHARMADAS All of Bombay Hindu Inhabitants, the then Trustees of Chaturbhuj Jiwandas Religious and Charitable Trust registered under P.T.R. No. A 565 (BOM) (therein and hereinafter called "the First Vendors") of the First Part, the said DHARAMDAS HARGOVANDAS, GORDHANDAS HARGOVANDAS AND SHANTABAI DHARAMDAS all of Bombay Hindu Inhabitants, the then Trustees of the Deed of Settlement dated the 14th day of October, 1943 created by the said Dharamdas Hargovandas and Gordhandas Hargovandas (therein and hereinafter called "the Second Vendors") of the Second Part, HASMUKHLAL BHIMJIBHAI JARIWALLA ALSO of Bombay Hindu Inhabitant (therein and hereinafter called "the Confirming Party") of the Third Part and KANTILAL BHIMJIBHAI, SUNITA daughter of MANMOHANCHAND MEHTA AND



RECEIVED FROM Smt. Vimala Prasad Singh
Duty Rs. 2366/- (Twenty three thousand six hundred and sixty six only)
Act 1953 that the proper stamp duty imposed by the Bombay Stamp Act 1953 is Rs. 2366/-
Hundred and Eighty only
Have been paid in respect of the instrument.
Avt. 2569

30 at 11/10/76
69 at 26/11/76
85 Data 23/11/78
14559 x 45601
14559 x 45601
14559 x 45601
14559 x 45601

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RAMNIKAL CHAMPAKLAL KOTHARI the then and present partners of the partnership firm of MESSRS. NEW RAJASTHAN BUILDERS being the Builders herein of the Fourth Part, each of the First Vendors and the Second Vendors granted, released, conveyed, transferred and assured and the Confirming Party confirmed unto the builders their respective divided or undivided moiety, share, right, title and interest in the places or parcels of land or ground situate at Marve Road, Valnai near Malad in the Salsette Taluka in the Registration Sub-District of Bandra in the Bombay Suburban District and now Greater Bombay admeasuring 26104.6 square meters or thereabouts and bearing old Survey No.26, Hissa No.2 and Survey No.46, Hissa No.1 C.T.S. No.308 and more particularly described in the First Schedule written under the said Conveyance dated 5th July 1971, as also in the First Schedule hereunder written and hereinafter called "the said lands, hereditaments and premises";

- (b) The Builders are in vacant possession of the said lands, hereditaments and premises more particularly described in the First Schedule hereunder written;
- (c) on the application of the Builders, the Municipal Corporation has sub-divided the said lands, hereditaments premises into thirteen plots on the terms and conditions set out in the letter dated 11th May 1973 (together with Schedule I, II, and the Plan thereto annexed) addressed by the Executive Engineer, Buildings Proposals, Zone II (P & R) to Messrs. Bhatnagar Ambre Kothari, Architects of the Builders;
- (d) out of the said thirteen sub-divided plots, the builders have already constructed buildings on four plots, viz. on plots Nos. 13, 12, 11 & 10.
- (e) The Builders are putting up buildings on the remaining nine sub-divided plots in respect whereof the Builders have got the plans sanctioned by the Municipal Corporation of Greater Bombay;



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- (f) the builders are putting up a building of ground floor at stilt level and 6 or more upper floors together with wings 'A' 'B' 'C' 'D' and 'E' on Plot No. 2 the specifications whereof have been drawn up by the Builders' Architects and which specifications are set out in the Second Schedule hereunder written;
- (g) the entire colony comprising of the buildings to be put up on all the sub-divided plots is always to be collectively known as "VISHAL NAGAR".
- (h) the Builders intend to make garden or park on the western side of plot No.1 & 2. The Flat Holder agrees that the Builders shall have a right to construct any temple, pavillion or monumental or other structure or structures in the said garden, or park, at any time if permitted by the Municipal Corporation of Greater Bombay;
- (i) the Flat Holder has demanded from the Builders and the Builders have given inspection to the Flat Holder of all documents of title relating to the said land including the said hereinbefore recited Conveyance dated 5th July 1971 and the documents referred to in the Second and the Third Schedule thereto as also of the said sanctioned Plans as also of the aforesaid letter dated 11th May 1973 from the Executive Engineer, Building Proposals, Zone II (P & R) to Messrs. Bhatnagar Ambre Kothari, Architects to the Builders and all its enclosures as also of such other documents as are specified in the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, etc.) Rules, 1984 (hereinafter referred to as "the said Rules") including those hereinabove recited which the Flat Holder doth hereby confirm;
- (j) the original certificates of title has been issued by Messrs. Mulla and Mulla and Craigie Blunt and Caroe Attorneys-at-Law, and the same has been inspected by the Flat Holder;



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- (k) the copies of the said certificate of title issued by M/s. Mulla and Mulla and Craigie Blunt and Caroe Attorneys-at-law and the copies of the property card and of the said plans approved by the concerned local authority have been annexed hereto and marked Annexure A, B & C respectively;
- (1) the Builders propose to sell all the Flats and Garages Shops in the said building proposed to be constructed as aforesaid on the sub-divided Plot No. (hereinafter referred to as "the said sub-divided plot") of the said lands, hereditaments and premises on ownership basis with a view ultimately that the purchasers of all such flats and Garages/Shops (hereinafter compendiously referred to as "the premises") in such building should at the option and sole discretion of the Builders get the Conveyance of the property in favour of themselves on the condition that the Flat Holder jointly with the Purchasers of the other premises submit the property to the provisions of the Maharashtra Apartments Ownership Act 1970, by duly executing and registering a Declaration as provided in the said Act, or form themselves into a Co-operative Housing Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 or they should incorporate Private Limited Company with themselves as shareholders and upon each of the purchasers of the premises in such building and paying in full the amount payable by him to the Builders for purchase of the premises in such building and strictly complying with all the terms and conditions to be observed and performed by each of such purchasers under the Agreement entered into by such purchasers with the Builders, the Builders shall assign the said sub-divided plot to the Flat Holder, jointly with all the purchasers of the other premises in such building their joint nominee/s which may be a Co-operative Society or Limited Company to be formed by them;



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(m) Separate Agreements will be entered into by the Builders with the persons who agree to take up and acquire on ownership basis the premises in the said building and in the said Wings proposed to be erected as aforesaid on the said sub-divided plot on the same terms and conditions as are herein contained except and subject to such modifications as would be necessary or thought desirable by the Builders;

(n) the Flat Holder ('A' Wing) has expressly agreed that the Purchasers of flats in the said other Wings viz. 'B', 'C', ~~'D'~~ and ~~'E'~~ shall have the following exclusive rights :

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i) each of the purchaser of the ground floor flat in the said other Wings shall have exclusive right to use and access to the court yard provided in front and back side of such ground floor flat;

ii) each of the purchaser of the first floor flat in the said other Wings shall have exclusive right to use and access to the terrace of such first floor flat;

iii) the purchasers of flats in the said other Wings 'B', 'C', ~~'D'~~ and ~~'E'~~ shall not be liable to pay directly or indirectly any charges or contribution towards the maintenance repair or replacement of the lift and/or towards the electricity consumed in operating such lift in the said building.

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(o) the Flat Holder ('A' Wing) agrees that the Articles of Association of the Limited Company or the Bye-Laws of the Co-operative Society as the case may be shall always contain suitable provisions to safeguard the aforesaid exclusive rights of the purchasers of flats in the said other Wings 'B', 'C', ~~'D'~~ and ~~'E'~~.

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(p) It is expressly agreed between the parties that if one or more of the premises in the said building are



not agreed to be taken or acquired by any person or persons other than the Builders at the time the building is ready for occupation, the Builders will be deemed to be the Owners thereof until such Flats or Garages/ Shops are agreed to be sold by the Builders; and the Builders will be entitled to become members in their own name or in the name of any of their partners or nominees of the Co-operative Society or Limited Company as the case may be, in respect of such Flats or garages/ shops.

- (q) the Builders have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building (hereinafter referred to as "the said plans");
- (r) while sanctioning the said plans the concerned local authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authorities;
- (s) the Builders have accordingly commenced the construction of the said building in accordance with the said plans;
- (t) the Flat Holder has applied to the Builders for allotment to the Flat Holder the premises being Flat No. 405 in Wing 'A' on the 4th floor of the said building in Wing 'A' and a Garage/Shop No. on the ground floor thereof for the price and subject to the terms and conditions hereinafter contained and declared that neither the Flat Holder nor the members of the Flat Holder's family own a tenement or a house or a building within the limits of Bombay City;
- (u) Relying upon the said application and declaration the Builders have agreed to sell to the Flat Holder the aforesaid flat and garage at the price and upon the terms and conditions hereinafter appearing;



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(v) prior to the execution of these presents the Flat Holder has paid to the Builders a sum of Rs. 25000/- (Rupees Twenty five thousand — only) being 8.75 ~~approx~~ per cent of the sale price of the flat and the garage agreed to be sold by the Builders to the Flat Holder as advance payment (the payment and receipt whereof the Builders do hereby admit and acknowledge);

(w) it is agreed between the parties that in this Agreement the word "Garage" shall mean open and/or covered car parking place as the case may be, and the word "the Flat Holder" shall wherever applicable mean the garage/shop holder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

1. The Builders shall, under normal conditions, construct a building comprising of said Wings A, B, C, D and E as aforesaid on the said sub-divided plot of the said land, hereditaments and premises as per the said sanctioned plans and the specification seen and approved by the Flat Holder with such variations, alterations, modifications, additions or deletions in the said plans and specifications as the Builders may consider necessary or as may be required by any Public Authorities to be made. The Flat Holder hereby consents to all such variations, alterations, modifications, additions and deletions and the Flat Holder will not be entitled to or demand any compensation or reduction in price of the said premises by reason of any such variations, alterations, modifications, additions or and/or deletions.

2. The Flat Holder has, prior to the execution of this Agreement, inspected and satisfied himself about the title of the Builders to the said lands, hereditaments and premises and he shall not be entitled further to investigate the title of the Builders and no requisitions or objections shall be raised on or touching any matter relating thereto. The Builders have informed the Flat Holder that the sanction of the sub-division hereinbefore recited is provisional and that the Flat Holder hereby irrevocably

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authorises the Builders and each of its partners to agree to such alterations and modifications or additions to the terms and conditions of the said sub-division or to agree to such further or other terms and conditions of sub-division as the Builders may deem fit.

3. The Builders will transfer the said premises in the said building on ownership basis with a view ultimately that the owners of all the premises in such building should form themselves into a Co-operative Housing Society duly registered under the Maharashtra Co-operative Societies Act, 1960, or they should incorporate a private limited company with themselves as shareholders and upon the Owners of all the premises in such building paying in full their respective dues payable by them and strictly complying with all the terms and conditions of their respective agreements with the Builders, the Builders shall get the necessary Conveyance of the property executed in favour of the Flat Holder jointly with the purchasers of the other premises in such building or their joint nominee which may be in Co-operative Housing Society or Private Limited Company provided that instead of the foregoing and notwithstanding anything to the contrary herein contained, the Builders shall always have option, absolute power and discretion to execute or to get the necessary Conveyance of the property executed in favour of the Flat Holder jointly with the Purchasers of the other premises in such building and on the condition that the Flat Holder jointly with the purchasers of the other premises submit the property to the provisions of the Maharashtra Apartments Ownership Act 1970 by duly executed and registering a Declaration as provided for in the said Act PROVIDED HOWEVER that the Builders shall not be bound to execute any conveyance deed or other documents of transfer in favour of such Co-operative Society or Limited Company as the case may be, till the Builders have completed all the buildings of Vishal Nagar Complex.

4. The Flat Holder hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Flat Holder one flat being Flat No. 405 of carpet area admeasuring 63 sq. mtr. square meters (inclusive of the area of the balconies on the _____ floor as shown in the floor plan thereof hereto annexed and marked Annexure D together with the ~~Garage~~ No. _____ on the ground floor of the said building (hereinafter referred to as "the said Premises") for the price of Rs. 325000/- including

the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities being described more particularly in the III Schedule hereunder written. The Flat Holder hereby agrees to pay to the Builders balance amount of purchase price of Rs. 3,25,000/- (Rupees Three lacs twenty five thousand only) in the following manner :

- i) Rs. 150000/- being ___ % within seven days from the date of intimation about the ~~completion of the plinth;~~ ^{part payment}
- ii) Rs. 150000/- being ___ % within seven days from the date of intimation about the ~~completion of the first slab;~~ ^{Possession}
- iii) Rs. _____ being ___ % within seven days from the date of intimation about the completion of the second slab;
- iv) Rs. _____ being ___ % within seven days from the date of intimation about the completion of the third slab;
- v) Rs. _____ being ___ % within seven days from the date of intimation about the completion of the fourth slab;
- vi) Rs. _____ being ___ % within seven days from the date of intimation about the completion of the fifth slab;
- vii) Rs. _____ being ___ % within seven days from the date of intimation about the completion of the brick work and plaster;
- viii) Rs. _____ being ___ % within seven days from the date of intimation about the possession of the premises.

The percentage of undivided interest in common areas and facilities appertaining to the Premises shall be in proportion to the area of the flat.

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5. The Builders hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Flat Holder obtain from the concerned local authority completion as well as occupation certificates in respect of the said premises.

6. The Builders hereby declare that the Floor Space Index available in respect of the said land is 1 meter = 10.76^{sq ft} square metres only and that no part of the said floor space index has been utilised by the Builders elsewhere for any purpose whatsoever. If at any time prior to or even after the execution of the conveyance, the floor space index at present applicable to the said land is increased, such increase shall ensure for the benefit of the Builders alone, without any rebate to the Flat Holder.

7. The Flat Holder agrees to pay to the Builders interest at 21% per annum on all the amounts which become due and payable by the Flat Holder to the Builders under the terms of this agreement from the date the said amount is payable by the Flat Holder to the Builders.

8. On the Flat Holder committing default is payment on due date of any amount due and payable by the Flat Holder to the Builders under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) or on the Flat Holder committing breach of any of the terms and conditions herein contained, the Builders shall be entitled to their own option to terminate this agreement, and to forfeit the moneys paid by the Flat Holder under this Agreement.

9. 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 of the essence of the contract. It is expressly agreed between the parties that the Builders are not bound to give a notice requiring such payment and the absence of notice shall not be pleaded as an excuse for non-payment of any amount or amounts on their respective due dates.

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10. The Flat Holder hereby covenants with the Builders to pay the amounts agreed to be paid by the Flat Holder under this Agreement and to observe and perform all and every of the covenants and conditions contained in this Agreement and to keep the Builders indemnified against the non-observance or non-performance of the said covenants and conditions (except so far as the same are to be observed by the Builders) and also against the construction of all the nine buildings on all the said nine sub-divided plots payment of all outgoings including Land Revenue, Municipal Rates, Taxes, Assessment, Betterment Charges, Premium, etc., and the costs of the maintenance and upkeep of the roads and gardens/park mentioned in clause 13 hereof.

11. Under no circumstances the possession of the said Premises shall be given by Builders to the Flat Holder unless and until all the payments required to be made under this Agreement by the Flat Holder have been made to the Builders, and unless and until the conveyance is executed and transfer is completed in favour of the co-operative housing society or limited company to be formed of all the purchasers of premises in the said building.

12. Possession of the said premises shall be handed over by the Builders to the Flat Holder only after the execution of the conveyance and completion of the transfer in favour of the Co-operative Housing Society or limited company to be formed of all the purchasers of premises in the said building provided the Building of the said lands, hereditaments and premises is ready for use and occupation PROVIDED all the amounts due by the Flat Holder to the Builders under this Agreement are paid to the Builders in full. The Flat Holder shall take possession of the said premises within seven days of the Builders giving written notice to the Flat Holders intimating that the conveyance and transfer as aforesaid is duly executed and completed. On receiving the aforesaid notice the Flat Holder shall forthwith (and in any event before taking possession of the premises) deposit with the Builders or the Co-operative Housing Society or the limited company that may be formed a sum of Rs. 12000/- (Rupees Twelve thousand only) being the estimated amount of six months' maintenance charges and other expenses. The Flat Holders shall pay regularly every month his share of maintenance charges and other expenses to the co-operative housing society or the limited company on or before the fifth day of the following calendar month.

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13. Subject, to the Flat Holder making full payment of all the amounts due by him under this agreement, execution of the Conveyance and the completion of the transfer in favour of the Co-operative Housing Society or the limited company, as the case may be shall take place on or before the 30th Dec. day of (30th December) 1988 and only thereafter possession of the said premises shall be delivered by the Builders to the Flat Holder or/on behalf of the Flat Holder to the Co-operative Housing Society or to the Limited Company that may be formed. If the Builders fail or neglect to give possession of the said Premises to the Flat Holder by the aforesaid date or the date or dates prescribed in clause (b) of Section 8 of the said Act, then the Builders shall forthwith refund to the Flat Holder the amounts received by the Builders in respect of the said premises from the Flat Holder with simple interest at nine per cent per annum from the date the Builders received the said amounts till the same is repaid with the interest. Till the said amounts with interest are repaid to the Flat Holder, the same shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the said Premises are situated PROVIDED HOWEVER the Builders shall not incur any liability if they are unable to execute the conveyance and complete the transfer as aforesaid and consequently unable to deliver possession of the said premises by the date aforesaid if the completion of the building or execution of conveyance is delayed by reason of non-availability of steel or cement or any other building material or electric power or water supply 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 any other Public Authority or Court of Law or Tribunal or on account of the Municipal authorities not granting water connection or completion or occupation certificate for any reason whatsoever or on account of the circumstances beyond the Builders' control, or for any other unavoidable, unforeseen or inevitable circumstances.

14. In the event of the Builders making the payment of the amount with interest to the Flat Holder under clause 13 above, this Agreement shall stand terminated and neither party shall have any claim against the other.

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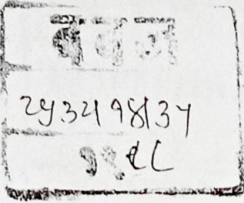
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15. Upon the Flat Holder or on his behalf the co-operative housing society or the limited company that may be formed, taking possession of the said premises (which in no event will be before the execution of the Conveyance and completion of the transfer) neither the Flat Holder nor such cooperative housing society or the limited company shall have any claim against the Builders as regards the quality of the building material of fixtures used for construction of the said premises, or the workmanship or the nature of the construction of the said premises or otherwise howsoever. Provided that if within a period of three years from the date of handing over the premises to the Flat Holder, the Flat Holder brings to the notice of the Builders any defect in the said premises or the building in which the said Premises are situated or the material used therein or any unauthorised change in the construction of the said building, then wherever possible such defects or unauthorised changes shall be rectified by the Builders at their own cost :

Provided further that in respect of defects or unauthorised changes brought to the notice of the Builders at the expiry of aforesaid period of three years, the Flat Holder alongwith other flat purchasers in the said building, shall be entitled to receive from the Builders compensation for such defects or changes.

16. The Flat Holder shall use the said premises or any part thereof or permit the same to be used for purpose of residence/office/garage only and shall not use the premises for any purpose other than residence/office/garage. He shall not use the motor garage or parking space for any purpose other than for keeping or parking the Flat Holder's own motor car.

17. The Flat Holder along with other purchasers of flats or other spaces and garages and/or car parking places in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Builders may decide and for this purpose he/she also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly



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fill in, sign and return to the Builders within --15-- days of the same being forwarded by the Builders to the Flat Holder. No objection shall be taken by the Flat Holder if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.



18. The Flat Holder ('A' Wing) has expressly agreed that the purchasers of flats in the said other wings 'B', 'C', ~~'D'~~ and ~~'E'~~ shall have the following exclusive rights :

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- i) Each of the purchasers of the ground floor flat in the said other wings shall have exclusive right to use and access to the courtyard provided in front and back side of such ground floor flat;
- ii) Each of the purchasers of the first floor flats in the said other wings shall have exclusive right to use and exclusive access to the terrace of such first floor flat;
- iii) The purchasers of flats in the said other wings 'B', 'C', ~~'D'~~ and ~~'E'~~ shall not be liable to pay directly or indirectly any charges or contribution towards the maintenance repairs or replacement of the lift and/or towards the electricity consumed in operating such lift in the said building;

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The Flat Holder further agrees that neither he nor any other member of the Co-operative Society or Limited Company as the case may be (other than the purchasers of the flats in the said other wings 'B', 'C', ~~'D'~~ and ~~'E'~~) shall have any right in or entitled to use in any manner the said courtyards or the said terrace or any part thereof.

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19. The Flat Holder ('A' Wing) agrees that the Articles of Association of the Limited Company or the Bye-laws of the Co-operative Society as the case may be shall always contain suitable provisions to safeguard the aforesaid exclusive rights of the purchasers of flats in the said other wings 'B', 'C', ~~'D'~~ and ~~'E'~~.

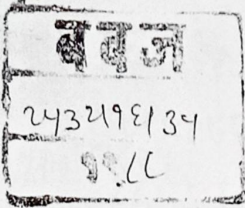
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20. On the completion of the said building (with all its wings) and on receipt by the Builder of the full payment of all the amounts due and payable to them by all the Flat Holders of all the flats in the said building garages and car parking spaces, the Builders shall co-operate with the Flat Holder in forming, registering or incorporating a Society or a Limited Company, the right of the members of the Society or the Limited Company, as the case may be, being subject to the rights of the Builders under this Agreement and the Conveyance to be executed in pursuance thereof. When the Society or Limited Company is registered or incorporated or formed, as the case may be, and all the amounts due and payable to the Builders in respect of the flats and other portions in the said building, garages and the car parking spaces, are paid in full as aforesaid, the Builders shall cause to be transferred to the Society or Limited Company all the right, title and the interest of the Builders in the aliquot part of the said land together with the building/s by executing the necessary conveyance of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be, such conveyance shall be in keeping with the terms and provisions of this Agreement.

21. Commencing a week after notice is given by the Builders to the Flat Holder that the premises are ready for use and occupation, the Flat Holder shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and Building/s namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Flat Holder shall pay to the Builders such proportionate share of outgoings as may be determined. The Flat Holder further agrees that till the Flat Holder's share is determined the Flat Holder shall pay to the Builders provisional monthly contributions of Rs. 500/- per month towards the outgoings. The amounts so paid by the Flat Holder to the Builders shall not carry any interest and remain with the Builders until the conveyance is executed in favour of the society or a limited company as aforesaid. Subject

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to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Builders to the Society or the Limited Company, as the case may be. The Flat Holder undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

22. The Flat Holder shall on or before delivery of possession of the said premises keep deposited with the Builders the following amounts :-

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- i) Rs. 5000/- for legal charges.
 - ii) Rs. 260/- for share money, application entrance fee of the Society or Limited Company.
 - iii) Rs. 500/- for formation and registration of the Society or Limited Company.
 - iv) Rs. 12000/- for proportionate share of taxes and other charges for six months.

Total : Rs. 17760/-

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23. The Builders shall utilise the sum of Rs. 17760/- paid by the Flat Holder to the Builders for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builders in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance.

24. The Flat Holder hereby agrees to pay on demand the Flat Holder's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

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25. The Builders hereby declare that the said land is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

26. The Flat Holder hereby irrevocably nominates, constitutes and appoints the Builders and each of its partners, his constituted attorney for the purpose of constructing the said building as herein provided.

27. The Flat Holder hereby agrees that in the event of any amount by way of premium or security deposit to the Municipal Corporation of Greater Bombay or to the State Government of 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 becoming payable by the Builders, the same shall be reimbursed by the Flat Holder to the Builders in proportion to the area of the said premises agreed to be purchased by the Flat Holder and in determining such amount, the decision of the Builders shall be conclusive and binding upon the Flat Holder.

28. After execution of the conveyance and completion of transfer when the possession of the said Premises is handed over to the Flat Holder, he shall maintain the said Premises at his own costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Premises or to the said building, its staircases and common passages, which may be against the rules or bye-laws of the Municipal Corporation of Greater Bombay or other Authority nor shall the flat holder :-

- a) close the verandah or lounge;
- b) Make any alterations in the elevation and outside colour scheme of the exposed walls of the Verandah, lounge or any external walls or both the faces of external doors and windows of the said premises to be acquired by the Flat Holder which in the opinion of the Builders differs from the colour scheme of the said building;

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- c) Use the common passage and the common staircases either for storage or for use by servants at any time;
- d) Carry out any additions, alterations inside or to the said premises or to the said building without prior written consent of the Builders.

29. Nothing contained in these presents is intended to be nor shall be construed to be a grant demise conveyance or assignment in law of or transfer of any estate or interest in the said Premises or of the said Sub-divided plot or of the said lands, hereditaments and premises or the building thereon or any part thereof to the flat holder by the Builders. The Flat Holder shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Builders until conveyance in favour of the Co-operative Housing Society or Association or Limited Company as hereinbefore mentioned.

30. The Flat Holder shall not let, sub-let, sell transfer or assign his interest or benefit under the Agreement till all the dues payable by him to the Builders under this Agreement are fully paid up and if the Flat Holder has not been guilty or breach of or non-observance of any of the terms and/or conditions of this Agreement and until he obtains previous consent in writing from the Builders in that behalf.

31. The Flat Holder shall not store in the said Premises any goods which are of hazardous combustible, dangerous nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrance of the said Premises and the Flat Holder shall be liable for the consequences of breach of this clause.

32. The Flat Holder shall not at any time demolish or cause to be demolished the said Premises or any part thereof nor shall at any time make or cause to be made any addition or alteration



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of whatever nature to the said Premises or any part thereof, and shall keep the partition walls, sewers, drains, pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Premises without the prior written permission of the Builders and/or the Society or the Limited Company (after the conveyance).

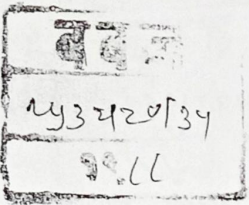
Provided that the Builders may make alteration in structure of the said Premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Flat Holder.

Provided always that before carrying out such additions or alterations, the Builders shall obtain previous consent in writing of the Flat Holder as well of all persons who have agreed to take flats in the said building.

33. The Flat Holder shall not do or permit to be done any act or things which may render void or voidable any insurance of the said land and Buildings or any part of the said land and Building or whereby any increased premium shall become payable in respect of the insurance.

34. The Flat Holder shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and Building.

35. In case any security deposit is demanded by the concerned local authority or the Government for the purpose of giving water connection to the said Building such deposit shall be payable by the Flat Holder along with all the Purchasers of the flats



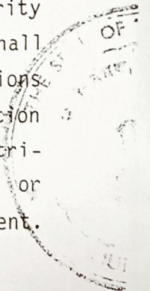
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in the said Building. The Flat Holders agrees to pay to the Builders within Seven days of demand the Flat Holder's share of such deposit.

36. The development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or Building shall be borne and paid by the Flat Holder along with all the purchasers of flats in the Buildings in proportion to the floor area of their respective premises.

37. The Flat Holder shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Holder shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

38. The Flat Holder shall permit the Builders/Co-operative Society Limited Company and their/its surveyors or agents with or without workman at all reasonable times and from time to time to enter into and upon the said Premises and every part thereof to view and examine the condition of the said premises and for the purpose of repairing any part of the said building as also for the purpose of maintaining, rebuilding, cleaning, lighting and keeping in order and condition all services including drains, pipes cables, water pipes gutters, wires, structures or other conveniences belonging to or serving or used for the said building as also for the purpose of laying down, maintaining, repairing and testing drainage and all other pipes and electric wires and for similar other purpose.



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39. After the conveyance is executed and transfer is complete and after possession of the said premises is handed over to the Flat Holder; if any additions or alterations or repairs in or about or relating to the said building are required to be carried out by the Government, Municipality or any other statutory Authority or Public Body, the same shall be carried out by the Flat Holder in co-operation with the purchasers of the other premises in such building at his or their own costs and the Builders shall not be in any manner liable or responsible for the same.

40. The Flat Holder shall not decorate the exterior side of the said premises otherwise than in a manner agreed to with the Builders.

41. The Flat Holder shall not be entitled to claim, partition of his share in the said sub-divided plot of the said lands hereditaments and premises and/or the building thereon and the same shall, subject to the provisions of Maharashtra Apartment Ownership Act, 1979 or any law touching the subject matter thereof, always remain undivided and impartible.

42. The Flat Holder shall not cause or create noise or nuisance to other Flat Holders by allowing pounding of condiments or grinding on the masala stone or the like or playing music, radio or any other instrument or device in a loud tone.

43. In case the Flat Holder gives the said premises on Leave and Licence basis and if on that account the Municipal Corporation of Greater Bombay or any other Authority charges the Municipal or other taxes at an increased rate, the Flat Holder hereby agrees to pay such increased Municipal taxes levied by the Municipal Corporation of Greater Bombay or other Authority in respect of the said premises. In case the Flat Holder fails to pay such increased Municipal or other taxes to the Builders or to the Municipal Corporation of Greater Bombay or other authority or the co-operative society or the Limited Company as the case may be the Flat Holder shall alone be liable to bear and pay all the cost and consequences whether directly or indirectly or remotely in any manner resulting from such non-payments.

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44. The Builders shall in respect of any amount unpaid by the Flat Holder under the terms and conditions of this Agreement, have lien on the said premises agreed to be acquired by the Flat Holder.

45. 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.

46. All notices to be served on the Flat Holder by the Builders under this Agreement or otherwise shall be deemed to have been duly served if sent to the Flat Holder by prepaid post under certificate of posting or by registered post or by hand delivery at his address at the said premises or at Ram Adhar Singh
Tahela Behram Baug, S.V. Road, Jogeshwari, Bombay 102



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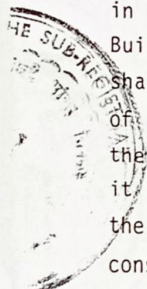
47. The Flat Holder will lodge this Agreement for registration with the Sub-Registrar of Assurances at Bombay and the Builders will attend the Sub-Registry and admit execution thereof, after the Flat Holder sends written intimation of the number under which the same is lodged for registration.

48. Messrs. Mulla and Mulla and Craigie Blunt and Caroe, Attorneys for the Builders shall prepare or approve as the case may be, the Conveyance of the said sub-divided plot of the said lands, hereditaments and premises or any other document in favour of the Flat Holder jointly with the purchasers of the other premises in the said building or their joint nominee as herein provided to complete their title to the said sub-divided plot of the said lands hereditaments and premises and the building to be erected thereon as also the Bye-laws or the Memorandum and Articles of Association in connection with the formation, registration and incorporation of the Co-operative Housing Society or Limited Company, as the case may be.

49. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Holder by the Builders shall not be

construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Holder nor shall the same in any manner prejudice the rights of the Builders.

50. It is agreed that if floor space index or, density of the said sub-divided plot or of any other portion or portions of the said lands hereditaments and premises is not consumed in the building to be put up or otherwise by any structure put up by the Builders, or if before transfer of the property to a Co-operative Housing Society or a Corporate Body, any additional construction is allowed, the Builders shall have full right and absolute authority to put up any additional or other construction or structure and to sell and dispose of the same and every part thereof without any let, hindrance objection, obstruction, or claim whatsoever by the Flat Holders PROVIDED HOWEVER that any payment that may have to be made to the Bombay Municipal Corporation in respect of such additional construction shall be paid by the Builders AND PROVIDED FURTHER that such additional construction shall be done in such manner and in such way so that the rights of the Flat Holder as granted and assured herein in respect of the said Premises are not substantially and materially affected, it being clearly agreed and understood between the parties that the Builders shall have the full right and absolute authority to construct or erect any additional structures or upper floors or make any further additions or alterations whether strictly or in substantial compliance of the terms as may be permitted by the Bombay Municipal Corporation and the Flat Holder shall not claim any compensation or remission on that count or otherwise howsoever. The terrace of the said building including the parapet wall thereof shall always be the property of the Builders and this Agreement with the Flat Holder and all other premises in the said building shall be subject to the aforesaid rights of the Builders who shall be entitled to use the said terrace including the parapet wall of the said building for any purpose including the display of advertisements, sign-boards, neon signs and such other purposes and the Flat Holder shall not be entitled to raise any objection or to any abatement, remission or reduction in the price of the said Premises agreed to be acquired by him or to any compensation or damages on the ground of any inconvenience or on any other ground whatsoever.



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51. All cost, charges and expenses, including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance or Assignment of the said sub-divided plot of the said lands, hereditaments and premises by the Builders and any other document (whether incurred hithertobefore or be incurred hereafter) to complete the title of the Flat Holder and the Purchasers of the other premises in the said building or their joint nominee as herein provided as also all costs, charges and expenses in connection with formation, registration and incorporation of the Co-operative Housing Society or the Limited Company, as the case may be, shall be borne, shared and paid by the Flat Holder in proportion to the cost of the said premises.

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 FIRST SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT pieces or parcels of land or ground situate at Valnai, near Malad in the Salsette Taluka in the Registration Sub-District of Bandra in the Bombay suburban District and now Greater Bombay admeasuring 26104.6 square metres or thereabouts and bearing Old Survey No.26, Hissa No.2 and Survey No.46, Hissa No.1 New C.T.S. No.308 and bounded as follows : On or towards the West by Creek, on or towards the North by the Malad Marve Road on or towards the South by land bearing Survey No.26 and on or towards the East partly by land bearing survey No.45, Hissa Nos. 2 and 5 partly by bearing Survey No.70 Hissa No.1.

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