

SHREE MAHAVIR CO-OP. HSG. SOCIETY LTD.

Plot No. 71-A, Survey No. 256, Jain Derasar Marg, Santacruz (W), Mumbai - 400 054.

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

(Regn. No. BOM. / WHW / HSG / [TC] / 10657 / Dated-10/04/2000)

Share Certificate

No. 9

Authorised Share Capital Rs. 10,000/- Divided into 200 Shares each of Rs. 50/- only

Member's Register No. 9 Unit No. 501

THIS IS TO CERTIFY that Shri / ~~Smt.~~ / ~~Mrs.~~ DHANJIBHAI G. ZADAPHIA

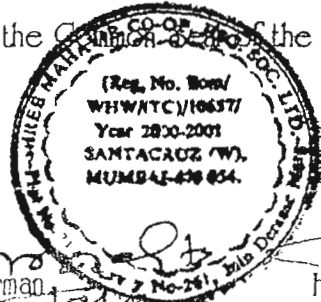
is the Registered Holder of FIVE ~~TEK~~ Shares

from No. 51 to 55 of Rs. Fifty (each)

in **SHREE MAHAVIR CO-OP. HSG. SOCIETY LTD.**

All Shares 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 this 10TH day of JULY 2000

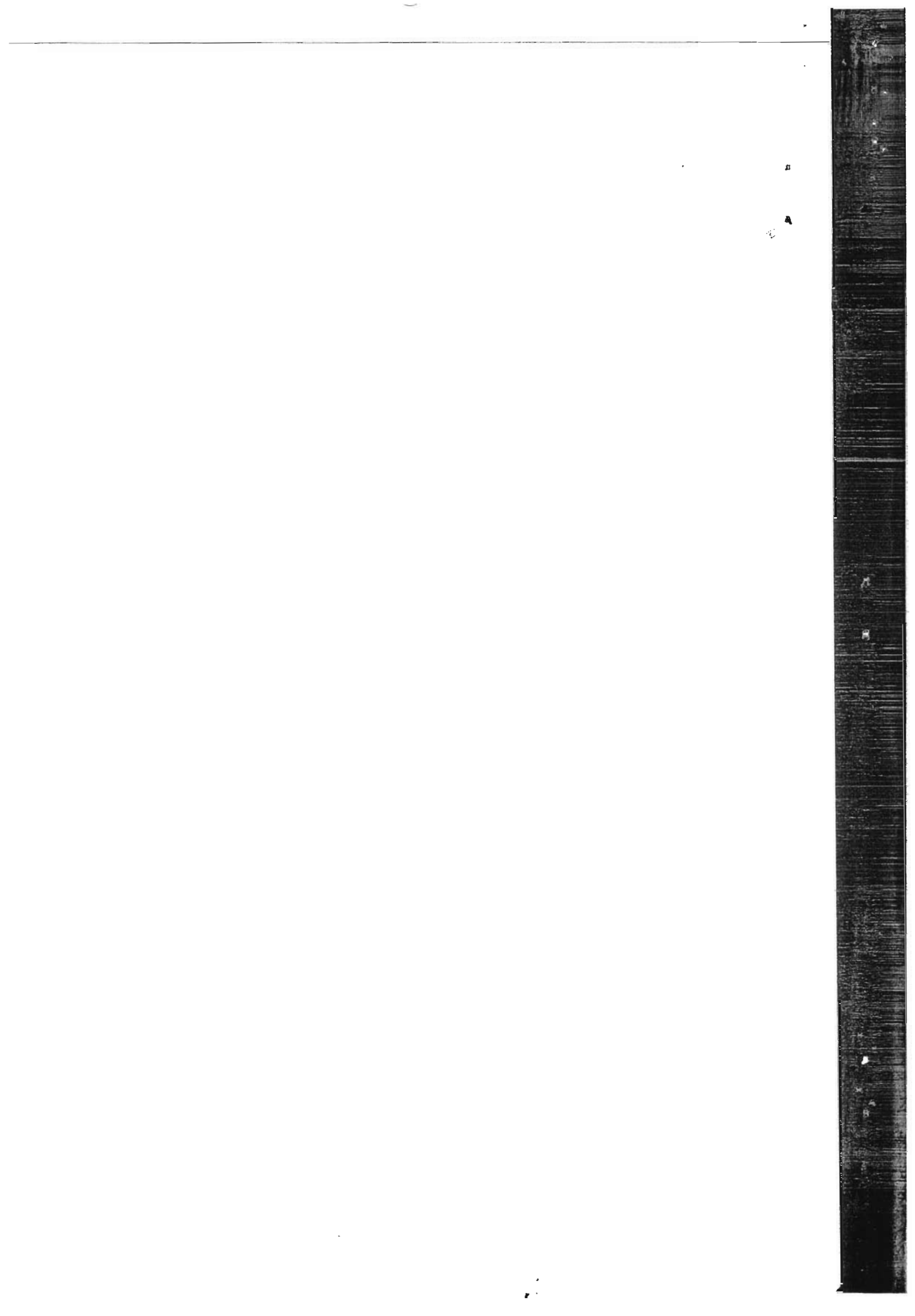


[Signature]
Chairman
10/7/2000

[Signature]
Hon. Secretary

[Signature]
Member of
the Managing Committee

14821



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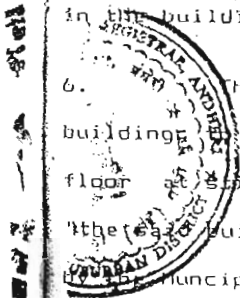
3. By a Power of Attorney executed by the said Vendors the Vendors have appointed Mr. VASUDEV NAVANI AND Mr. ANAND LODHA as their Attorneys to carry on construction work on the said property;

4. By an order bearing Order NO. C/ULC/D-III/Sect/22/3601 passed under Section 22 of the Urban Land (Ceiling and Regulation) Act 1976 (hereinafter called "the said order") the Government of Maharashtra has exempted the said property from the provisions of the said Act;

5. By virtue of the said order and as a result of the Agreement for Sale and the said Power of Attorney the Builders are entitled to construct building/s of the said property in accordance with the said order and are also entitled to enter into Agreement/s with the prospective Purchaser/s of the flats in the building to be constructed on the said property;

6. The Builders are constructing on the said property a building to be known as 'MAHAVIR' consisting of ground floor, 1st floor and 7 upper floors (hereinafter called "the said building") as per the plans that have been sanctioned by the Municipal Corporation of Greater Bombay;

7. At the request of the Purchaser the Builders have given to the Purchaser inspection of all documents and titles relating to the said property as also of the said order under the Urban Land Ceiling and Regulation Act 1976 the agreement for Sale the plans designs and specifications prepared by the



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GENERAL STAMP OFFICE
TOWN HALL, FORT,
MUMBAI - 400 023,
MAH/GSO/001



भारत STAMP DUTY

महाराष्ट्र

SPECIAL ADHESIVE

Rs. 0629750

10.12.97

281975

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INDIA

MAHARASHTRA

110964397

Rs-629750-

S. V. Yambhikar
S. V. Yambhikar,
Proper Officer,
General Stamp Office, Mumbai

This ARTICLES OF AGREEMENT made and entered into at
Bombay on this 10th day of DECEMBER 1997 BETWEEN :
NAVANI HOMES LIMITED, a company duly registered under
the Companies Act, 1956 and having its Registered office
at A. N. HOUSE, 31st Road, TPS III, Bandra (West),
Bombay 400 050, hereinafter referred to as " The
Builders" (which expression shall unless it be repugnant
to the context or meaning thereof mean and include its
successors) of the One Part AND SHRI DHANJIBHAI
GANDAPBHAI ZADAPKHIA residing at Maheshwar Society, 72,
Varasha Road, Surat 395 006, Indian Inhabitant
hereinafter referred to as "the Purchasers" (which
expression shall unless it be repugnant to the context

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NO COMMISMISSION

पावती क्र.

नोंदणी. ३९ म.
Regn. 39 m.

५१/२६

दस्तावेजाचा/इजाचा अनुक्रमांक

दिनांक १५/१२/२०१९

दस्तावेजाचा प्रकार-

करदार

सादर करणाऱ्याचे नाव-

₹ १०,००,०००

खातीलप्रमाणे फी मिळाली:-

- नोंदणी फी
- नक्कल फी (फोर्सिओ)
- दृष्टांकनाची नक्कल फी
- दफाअखर्च
- नकला किंवा जापणे: (कलम ६४ ते ६७)
- शोध किंवा निरीक्षण
- देड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोर्सिओ)
- इतर फी (मागील पानांवरील) बाबत क्र.

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नक्कल

रोजी तयार होईल व

नोंदणी करीत राहिले पाठवली जाईल

दस्तावेजाला खालील नाव दिलेल्या व्यक्तीच्या

नाम नोंदणी करून घ्यावे. **निबंधक अंधेरी**
हस्ताक्षर **मुंबई उपनगर जिल्हा**
सादरकर्ता

पावती क्र.

नोंदणी. ३९ म.
Regn. 39 m.

दस्तऐवजाचा/जर्नाचा अनुक्रमांक

दिनांक १५/१/९९ सन १९

दस्तऐवजाचा प्रकार-

मादर करणाऱ्याचे नाव-

खालीलप्रमाणे फी: मिळाली:-

- नोंदणी फी
- नक्कल फी (फोसिली)
- पुष्ठांकनाची नक्कल फी
- दफालेखत्र
- नकला किरा जापने (कलम ६४ ते ६७)
- शोध किरा निरीक्षण
- दंड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोसिली)
- इतर फी (मागील पानावरील) बाबत

५९/९९
२००,०००
धनलक्षिणी संपत्ती

नोंदणी फी	२००००	१
नक्कल फी (फोसिली)		२
पुष्ठांकनाची नक्कल फी		२
दफालेखत्र		१२
नकला किरा जापने (कलम ६४ ते ६७)		००
शोध किरा निरीक्षण		
दंड-कलम २५ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकला (कलम ५७) (फोसिली)		
इतर फी (मागील पानावरील) बाबत		
एकूण	२००५०	

दस्तऐवज

नक्कल

नोंदणीकृत ठाकने पाठवली जाईल.
रोजी तयार होईल व या कार्यालयत देण्यात येईल.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत ठाकने देण्यात येईल.
सह. निबंधक अंधेरी
मुंबई उपनगर जिल्हा
भाद्रकटा

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or meaning thereof mean and include his/her heirs
executors administrators and assigns) of the Other Part:

WHEREAS :

1. Sri Sharad Shantilal Trivedi, (2) Smt. Devandrakumari Sharad Trivedi, (3) Sri Riddhish Sharad Trivedi, hereinafter referred to as Vendors jointly seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground being plot No. 71-A and bearing C.T.S No. 261 in Santacruz Town planning scheme IV, and admeasuring approximately 1236 square yards equivalent to 1033.88 Sq.Mts situated lying and being at St. Andrews Road, Santacruz (W), Bombay 400 054 in the Registration District and Sub-District of Bombay City and Bombay Suburban and more particularly described in the Schedule hereunder written (hereinafter called "the said property");

2. By and under an agreement for sale dated the 25th day of November 1991 and made between the said Vendors Sri Sharad Shantilal Trivedi and others of the First Part, and the Builders M/s. NAVANI HOMES LTD., as the Purchaser of the Second Part, the Vendors agreed to sell to the Builders and the Builders agreed to purchase from the Vendors the said property at or for the price and on the terms and conditions contained in the said Agreement for sale.

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GENERAL STAMP OFFICE
TOWN HALL, FORT,
MUMBAI - 400 023.
MAH/GSO/001



भारत
INDIA

STAMP DUTY

महाराष्ट्र

SPECIAL ADHESIVE

Rs. ≈ 0629750

10.12.97

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MAHARASHTRA

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Rs. 629750-

S.V.
S. V. Tambulkar,
Proper Officer,
General Stamp Office, Mumbai

This ARTICLES OF AGREEMENT made and entered into at Bombay on this 10th day of DECEMBER 1997 BETWEEN : NAVANI HOMES LIMITED, a company duly registered under the Companies Act, 1956 and having its Registered office at A. N. HOUSE, 31st Road, TPS III, Bandra (West), Bombay 400 050, hereinafter referred to as "The Builders" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors) of the One Part AND SHRI DHANJIBHAI SANDABHAI ZADAPHIA residing at Maheshwar Society, 72, Varasha Road, Surat 395 006, Indian Inhabitant hereinafter referred to as "the Purchasers" (which expression shall unless it be repugnant to the context

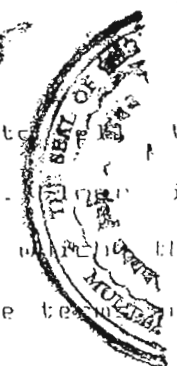
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NO EXAMINATION

Architects and R.C.C. Consultants and of all documents as are specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction Sale Management and Transfer) Act 1963 (hereinafter called "the said Act") and the rules made thereunder;

8. The Builders have also furnished to the Purchaser true copy of the Certificate of Title in respect of the said property issued by their Advocates and Solicitors and also true copies of the property card showing the nature of the Builders right in respect of the said property as also copies of the plans and specifications of the flat agreed to be purchased by the Purchaser and the Purchaser accepts the same as final, binding and conclusive;

9. The Purchaser has requested the Builders to sell to him/her Flat/Shop/Office No. 501 on the 5th floor in the building 'MAHAVIR' situated on the said property which the Builders have agreed to at or for the price and on the terms and conditions hereinafter appearing;



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as under :-

1. The Builders shall construct on the property being Plot No. 71/A bearing CTS No. 261 situated lying and being at Santacruz (W), Bombay - 400 054 and more particularly described in the Schedule hereunder written (hereinafter called "the said property") a building to be known as "MAHAVIR" (hereinafter called "the said building") consisting of ground floor at still

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3. By Power of Attorney executed by the said Vendors the Vendors have appointed Mr. VASUDEV NAVANI AND Mr. ANAND LODHA as their Attorneys to carry on construction work on the said property;

4. By an order bearing Order NO. C/ULC/70-III/Sect/22/3601 passed under Section 27 of the Urban Land (Ceiling and Regulation) Act 1976 (hereinafter called "the said order") the Government of Maharashtra has exempted the said property from the provisions of the said Act;

5. By virtue of the said order and as a result of the Agreement for Sale and the said Power of Attorney the Builders are entitled to construct building/s of the said property in accordance with the said order and are also entitled to enter into Agreement/s with the prospective Purchaser/s of the flats in the building to be constructed on the said property;

6. The Builders are constructing on the said property a building to be known as 'MAHAVIR' consisting of ground floor at salt level and 7 upper floors (hereinafter called "the said building") as per the plans that have been sanctioned by the Municipal Corporation of Greater Bombay;

7. At the request of the Purchaser the Builders have given to the Purchaser inspection of all documents and titles relating to the said property as also of the said order under the Urban Land Ceiling and Regulation Act 1976 the Agreement for Sale the plans designs and specifications prepared by the

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COMMISSIONER'S OFFICE

: 6 :

(a) Rs. 7,20,000/-

(Rupees Seven Lakhs Twenty Thousand Only on execution of these presents (the payments and receipts whereof the Builders doth hereby admit and acknowledge);

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(b) Rs. 64,70,000,

(Rupees Sixty Four Lakhs, Seventy Thousand Only) within one month.

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(c) Rs.

being 5% of the purchase price within Seven days from the date of intimation about the first Slab casting;

CANCELLED

(d) Rs.

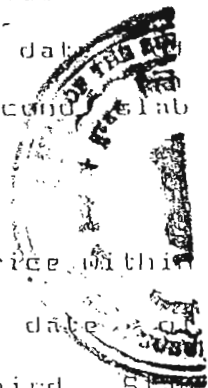
being 5% of the purchase price within Seven days from the date of intimation about the Second Slab casting;

CANCELLED

(e) Rs.

being 5% of the purchase price within Seven days from the date of intimation about the Third Slab casting;

CANCELLED



(f) Rs.

being 5% of the purchase price within Seven days from the date of intimation about the Fourth Slab casting;

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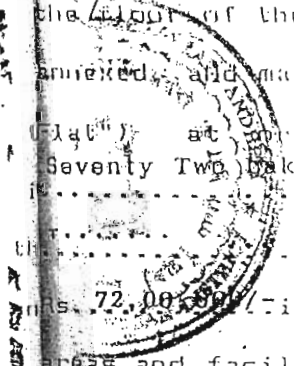
level and six upper floors in accordance with the plans, designs and specifications approved by the concerned local authorities and which have been seen and approved by the Purchaser with only such variation and modification as the Builders may consider (necessary or as may be required by the concerned local authorities. Provided that the Builders shall have to obtain prior written consent from the Purchaser in respect of such variation or modification which may adversely affect the flat as agreed to be purchased by the Purchaser.

2. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser Flat/~~Plot~~ No. 501 admeasuring ⁹⁸ sq. metres of carpet area (which is inclusive of the area of balconies) on the 5th floor of the said building as shown on the floor plan hereto annexed and marked as Annexure 'A' (hereinafter called "the said flat") at for the price of Rs. 72,00,000/- (Rupees Seventy Two Lakhs Only). The said sum of Rs. 72,00,000/- includes the proportionate price of the common areas and facilities appurtenant to the said flat nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second schedule hereunder written.

The Purchaser/s hereby agrees to pay to the Builders the purchase price of Rs. 72,00,000/- (Rupees Seventy Two Lakhs Only)

in the following manner :-

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(m) Rs.

CANCELLED

being 5% of the purchase price within Seven days from the date of intimation about the completion of Internal and External Plaster work;

(n) Rs.

CANCELLED

being 5% of the purchase price within Seven days from the date of intimation about the completion of Electrical Fittings;

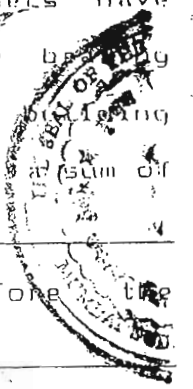
(o) Rs. 10,000/-

being balance of the purchase price within seven days from the date of intimation of delivery of possession.

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4. At the request of the Purchaser/s the Builders have agreed to provide to the Purchaser/s Car Parking Space bearing No. _____ in the open compound of the said building for which the Purchaser has paid to the Builders (sum of Rs. _____ (Rupees _____) on or before the execution of these presents and balance sum of Rs. _____ (Rupees _____) shall be payable on or before the _____ day of _____ 19____.

CANCELLED



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Rs.

CANCELLED

being 5% of the purchase price within Seven days from the date of intimation about the Fifth Slab casting;

Rs.

CANCELLED

being 5% of the purchase price within Seven days from the date of intimation about the sixth Slab casting;

Rs.

CANCELLED

being 10% of the Purchase price within Seven days from the date of intimation about the completion of brick masonry work;

Rs.

CANCELLED

being 5% of the purchase price within seven days from the date of intimation about the completion of Sanitary Fittings plumbing works;

Rs.

CANCELLED

being 5% of the purchase price within Seven days from the date of intimation about the completion of Doors and Window work;

Rs.

CANCELLED

Being 5% of the purchase price within Seven days from the date of intimation about the completion of the flooring work;

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COMMERCIAL

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Provided that the Builders shall be entitled to reasonable extension of time for giving possession of the Flat/Shop/Office premises on the aforesaid date if the completion of building in which the flat is to situate is delayed on account of :-

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil commotion or Act of God.
- iii) any notice, order, rule notification of the Government and/or other public or competent authority and/or B.M.C.

12. The purchaser/s shall take possession of the Flat/Shop/Office premises within 15 days of the Builders written notice to the purchaser/s intimating that the Flat/Shop/Office premises is ready for use and occupation. Provided that if within a period of three years from the date of handing over the Flat/Shop/Office to the Purchaser/s brings to the notice of the Builders any defect in the Flat/Shop/Office premises in the construction of the said Building, then whenever possible such defects shall be rectified by the Builders at their own cost.

13. The purchaser/s shall use the Flat/Shop/Office premises any part thereof or permit the same to be used according to B.M.C. rules and regulations. The Purchaser/s shall use the garage or parking space only for the purpose of keeping or parking his/her own vehicle.

14. The Purchaser/s shall join the co-operative society being "LAKHAVIR HOUSING CO-OPERATIVE SOCIETY LTD.," to be

contd.....

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terminate this Agreement and of the specific breach of breaches
Purchaser has failed to remedy such breach of breaches within a
reasonable time after giving of such notice. Provided further
that upon termination of this Agreement as aforesaid, the
Builders shall refund to the Purchaser/s the instalments of sale
price of the Flat/Shop/Office premises which may till then have
been paid by the Purchaser/s to the Builders shall not be liable
to pay to the Purchaser/s any interest on the amount so refunded
and upon termination of This Agreement and refund of aforesaid
amount by the Builders, the Builders shall be at liberty to
dispose off and sell the Flat/Shop/Office premises to such
person and at such price as the Builder may in their absolute
discretion think fit and proper.

10. The fixtures fittings and amenities to be provided by
the Builders in the said building are those that are set out in
Annexure 'E' annexed hereto.

11. The Builders shall give possession of the premises to
the purchaser/s only after the execution of conveyance in favour
of the Registered Society. If the Builders fail or neglect to
give possession of Flat/Shop/Office premises to purchaser/s on
account of reasons beyond their control as per the provisions of
sections of the Maharashtra Ownership Flats Act, by the
aforesaid date or the dates prescribed in sections of the said
Act, then the Builders shall be liable on demand to refund to
the purchaser/s the amounts already received by them in respect
of the Flat/Shop/Office premises with simple interest at
9 percent per annum from the date the Builders received the sum
till the date the amounts and interest thereon is paid.

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16. Commencing a week after notice in writing is given by the Builders to the Purchaser/s that the Flat/Shop/Office premises is ready for the use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion of the floor area of the flat/shop or office premises) of outgoings in respect of the said land and the Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building transferred to it, the purchaser/s shall pay to the Builders such proportionate share of outgoing as may be determined. The Purchaser/s further agrees that till the purchaser's share is so determined the purchaser shall pay to the Builders provisional monthly contribution of Rs..... per month towards the outgoings. The amount to be paid by the Purchaser/s to the Builders shall not carry any interest and remain with the Builders until a conveyance is executed in favour of the society or the company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for in this agreement) shall be paid over by the Builders to the Society or the Company as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance & shall not withhold the same for any reason whatsoever.

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→ Examinations

formed by the Purchaser/s of the various Flats/Shops and for
labdis purpose also from time to time sign and execute the
office application for registration and /or membership and other papers
and documents necessary for the formation and the registration
of the said society and for becoming a member, duly filled in
and sign and return to the Builders the Flat/Shop/Office
premises papers so as to enable the Builders to register the
society or company of the purchasers under section 10 of the
said Act within the time limit prescribed by the rule 8 of the
the Maharashtra Ownership Flats (Regulation of the Promotion of
sent construction, Sale, Management and Transfer) Rules, 1964. No
objection shall be taken by the Purchaser/s if any changes or
the modifications are made in the draft bye-laws of 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.
5. Unless it is otherwise agreed to by and between the
parties hereto the Builders shall within four months of
registration of the society or the Company as aforesaid cause to
be transferred to the society or the Company all the right,
at title and the interest of the Original Owner/Builders and or the
owners in the aliquot part of the said land together with the
building/s obtaining/or 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
the company as the case may be, such conveyance shall be in
keeping with the terms and provisions of this Agreement.

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Signature

(a) To maintain the Flat/Shop/Office on purchaser's or cost in good tenable repaired and condition from the date of possession of the Flat/Shop/Office is taken and shall not do or suffered to be done anything in or to the Building in which the Flat/Shop/Office is situated, staircase or any passages which to be against the rules, regulations or bye-laws of concerned local or any other authority or changes/alter or make addition in or to the Building in which the Flat/Shop/office is situated and the Flat/Shop/Office itself or any part thereof.

(b) Not to store in the Flat/Shop/Office any goods which are of hazardous, combustible or dangerous nature or are heavy as to damage the construction or structure of the building in which the Flat/Shop/Office is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages on upper floors which may damage or likely to damage the staircase common passages or any other structure of the building in which the Flat/Shop/Office is situated and in case any damage is caused to the building in which the Flat/Shop/Office is situated or the Flat/Shop/Office on account of negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach.

(c) To carry at his own cost all internal repairs to the said Flat/Shop/office and maintain the Flat/Shop/Office in the same conditions, state and order in which it was delivered by the Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the Flat/Shop/Office which may be a breach of the rules and regulations and bye-laws of the

contd.....



Enamul Hossain

7. The purchaser shall on or before delivery of possession of the said premises keep deposited with the following amounts:

- i) Rs. 20,000/- for legal charges
 - ii) Rs. 250/- towards share money, application, and entrance fees of society.
 - iii) Rs. 15,000/- for the formation and registration of the society in addition to stamp duty, if any payable by the purchaser.
 - iv) Rs. 30,000/- towards proportionate share of taxes and other charges.
- Rs. 65,250/-

Please note deposits may vary at the time of possession.

8. The Builders shall utilise the sum of Rs. *W* *ANMAMUJISIMIS* paid by the purchaser/s to the Builders for meeting all legal costs, charges and expenses, including professional cost of the advocates/solicitors of the Builders in connection with formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the conveyance.

9. At the time of registration of the Conveyance the Purchaser/s shall pay to the Builders the Purchaser's share of stamp duty and registration charges payable if any by the said society on the conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the society.

20. The Purchaser/s with intention to include all persons in whatsoever's hands the Flat/Shop/Office may come, doth hereby covenant with the Builders as follows :-

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W
ANMAMUJISIMIS

and the Building in which the Flat/Shop/Office is situated and not to hang clothes in front of the balconies/verandhas or windows of the said Flat/Shop/Office.

(g) To pay to the Builder within 15 days of demand by the Builders his/her share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the Flat/Shop/Office is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority and/or Govt. and/or other public authority on account of change of user of the Flat/Shop/Office by the purchaser viz. user for any purposes other than for commercial purpose.

(i) Till a conveyance of building in which Flat/Shop/Office is situated is executed, the Purchaser shall permit the Builders and their surveyors and agents, with or without workmen and other at all reasonable times, to enter and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

21. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the outgoings, legal charges, and shall utilise the amounts only for which they have been received.

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COMMUNISIMES

authority and the Builders or the society. Provided however that the open spaces in the building compound, terraces on the top floor etc. shall belong exclusively to the Builders and the Builders alone shall have right to allot, use or create third party rights with regard to such spaces.

26. This Agreement shall always be subject to the provisions of the Maharashtra Apartment flats Ownership Act (Maharashtra Act XV of 1971) and the rules made thereunder.

27. The Builders shall be at liberty to sell, assign, mortgage, transfer or otherwise deal with the right, title and interest in the said building and lands, subject to the rights of the Purchaser/s in respect of the said premises and the Purchaser/s hereby accords his consent for the same.

28. The Builders shall be entitled to put up additional construction on ground or upper floors that may be permitted by the authorities on any or all the building now constructed. In the event of such further permitted construction, the Builders shall have the right, title and interest in the said premises in the manner they decide. However, the Builders shall not construct any additional premises beyond the total permissible floor space index.

29. In the event of the society or the Company being formed and being registered before the sale and disposal of all premises by the Builders in the said building, the Builders shall have absolute authority and control as regards the unsold flats/Shops/Garages and shall be at liberty to sell the same to the prospective purchasers who shall be admitted as members of the society.

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Emmanuel Simoes

22. Any delay tolerated or indulgence shown by the Builders in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the purchaser by the Builders shall not be construed as a waiver on the part of this Agreement by the purchaser nor shall the same in any manner prejudice the right of the Builders.

23. The Purchaser/s and/or the Builders shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builders will attend office and admit execution thereof.

24. All notices to be served on the purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the purchaser, by Registered Post A.D. Under Certificate of Posting at their address specified below:

Mr. Dhanjibhai Gandabhai, Zadaphia,
Maheshwar Society
72 Varasha Road
Surat 395 006

25. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the Flat/Shop/Office in the said Building, if any, shall belong exclusively to the respective Purchaser/s of the terrace Flat/Shop/Office and such terrace space are intended for exclusive use of the respective terrace purchaser/s the said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local

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Handwritten signature

said building and the Flat/Shop/Office therein, and for the observance and performance of the building-rules and regulations and Bye-laws for the time being of the local authorities and of Government and other public bodies. The purchaser shall also observe and perform all stipulations and conditions laid down by the society regarding the occupation and use of the said premises in the building and shall pay contributions regularly and punctually towards the taxes, expenses and /or other outgoings in accordance with the terms of this Agreement.

32. The Stamp Duty and registration Charges of and incidental to this Agreement and the Conveyance thereof shall be borne and paid by the purchaser only. The purchaser will lodge this Agreement for registration at office of the Sub-Registrar of Assurance at Bombay and the Builders will attend Sub-Registrar's Office and admit execution thereof after the purchaser has informed them to date and the manner in which it is lodged. The Builders shall not be called upon to contribute any amount towards any expenses pertaining thereto.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO FIRST SCHEDULE

ALL THAT piece or parcel of land or ground situated at Santacruz, Bombay Suburban District and bearing formerly plot No. 71 and now bearing Plot No. 71-A with city survey No. 261 in Santa Cruz Town Planning Scheme No.IV admeasuring 1236 sq.yds equivalent to 1033.88 sq.mts or thereabouts together with Bungalow thereon by name Hari Niwas and bearing Municipal Ward No. 3199, St. No. 10, Andrews Road and bounded on towards the East by a public road known as St. Andrews Road, on or

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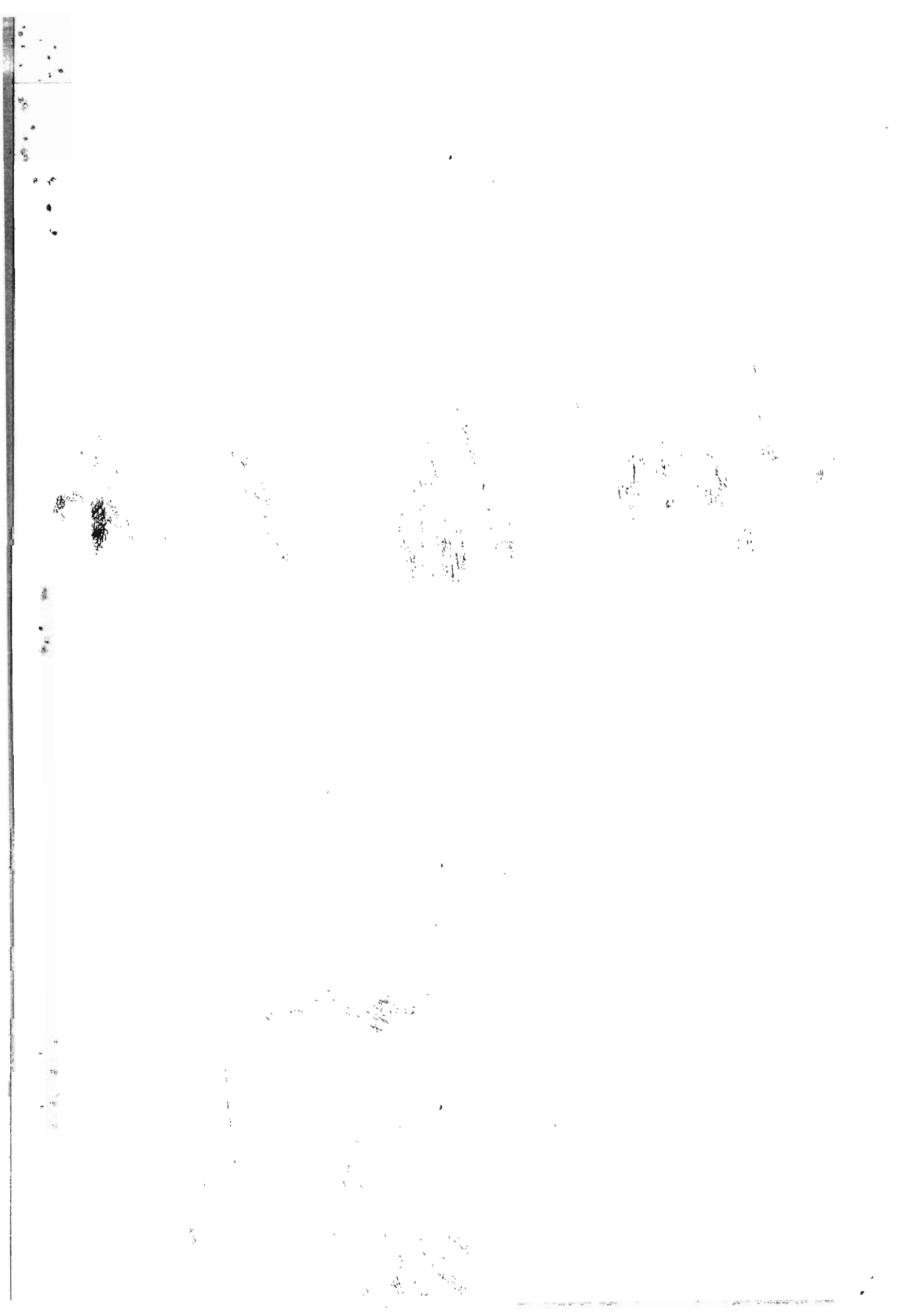
30. Nothing contained in the Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said premises or of the said plot and building or part thereof. The Purchaser/s shall have no claim save and except in respect of the particular premises hereby agreed to be acquired. It is agreed that the purchaser shall not be entitled to assign or transfer his right, title and interest accrued under this agreement in favour of any third party unless and until the entire payment is made and if any such transfer or assignment takes place, the same shall not be binding upon the Builders and the said third party shall not be binding upon the Builders and the said third party shall not be entitled to claim any right from the Builders pertaining to the said Flat/Shop/Office. It is further agreed that after possession thereof is given to the purchaser he or she shall be at liberty to assign or transfer or put any third party in possession of the Flat/Shop/Office only after obtaining the written consent from the Builder/Society and not otherwise. It is agreed that all open space, parking space, lobbies, staircases, terraces, recreation space, garden etc. will remain the property of the Builder until the said land and building are transferred to the society herein above mentioned. In case the Purchaser/s desire to assign his/her right, title and interest in the said premises to a third party, the Builders shall charge such transfer fee as they may deem fit.

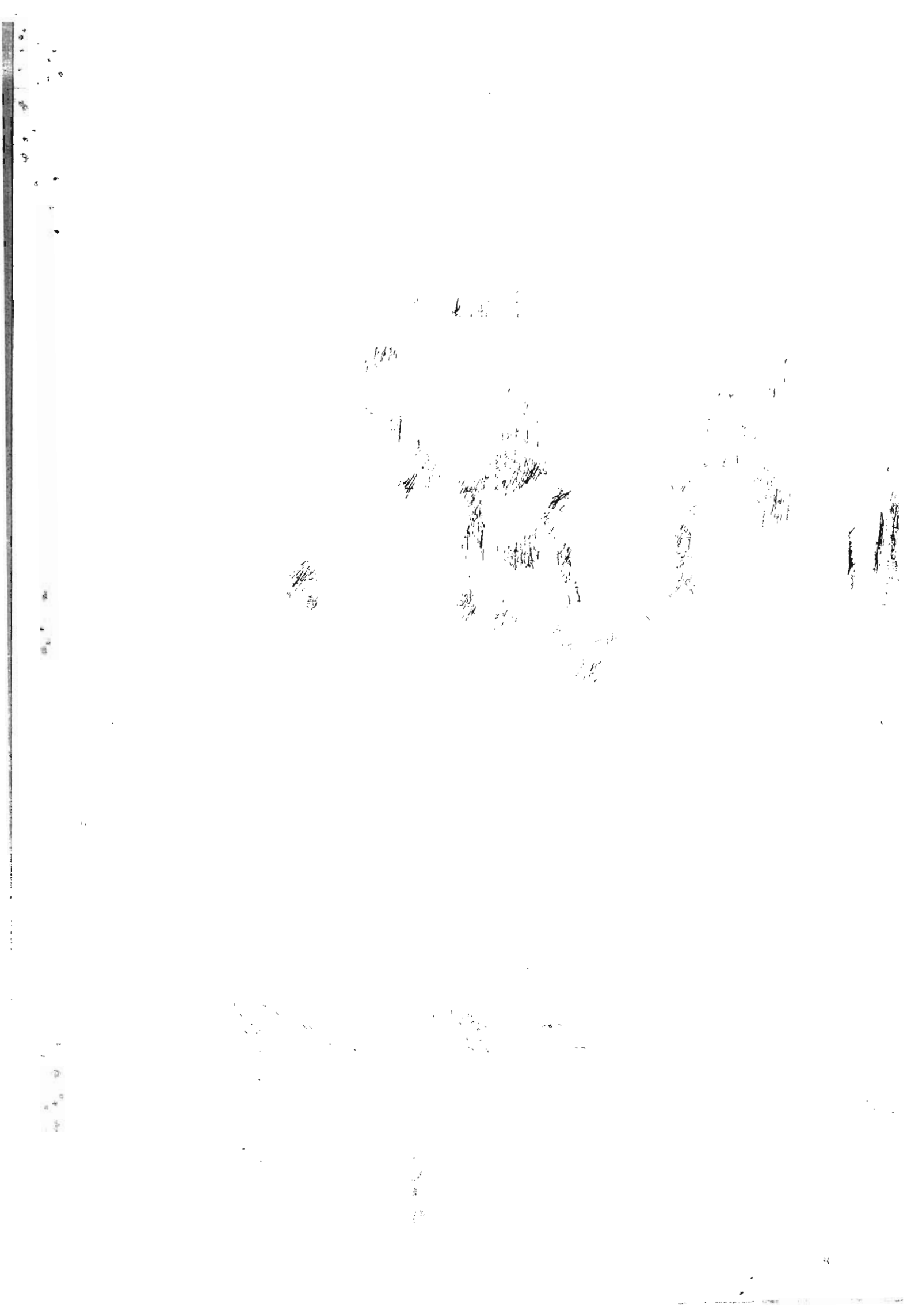
31. The purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations, protection and maintenance of the

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M/D

20/11/2018





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 अनुक्रम नं. बंदर 12
 धनु 1229 (वे डी) मरिगा
 34 तालिका 20
 शासकाली शरणान एतु सुयम
 सिंधक पंजा बरि क्यारि एतु एतु
 हिला.

आगतप्रमाणे फी संलग्न
 र. के.

चंद्रपी 20000
 घेरे 2
 नकसल (फोटोकोज) 2
 नकसल 22
 एतु डीम 22
 इतु 20000

Yanjanasolismas

जानेप्राई

सह मुख्यम निर्बंधक अंधेरी
 संघई उपनगर जिल्हा

सह मुख्यम निर्बंधक अंधेरी

संघई उपनगर जिल्हा

~~पठि वादेव क्याराम
 व. सेव्यकरी. पार्क
 व. नयवणी हॉम्स~~



~~व. नयवणी हॉम्स~~
 व. नयवणी हॉम्स

बुरुज

दस्तावेज कळत एतु

प्राकृतिक इंजिनियरिंग दस्तऐवज

स्वयं दिग्दर्शन करुल करुताक

Yanjanasolismas

डा. अनीता कांतोकार 12/11/2019
 राजार्जि आर्जु नगर, मॉकी 096
 पेटा। केंद्र 12/11/2019
 डा. अनीता कांतोकार 12/11/2019

हे मुंबि येथेच दस्तऐवज करुन
 दिवा-पाल वांळवेत असेल्लेकें सोगताक
 व एतुकी सो गळे हिला

जानेप्राई
 सह मुख्यम निर्बंधक अंधेरी
 संघई उपनगर जिल्हा.

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2000

Agreement for Sale
R 7200 000/-
R/F
R/F
20000
60
20060

~~20000~~
or
20000

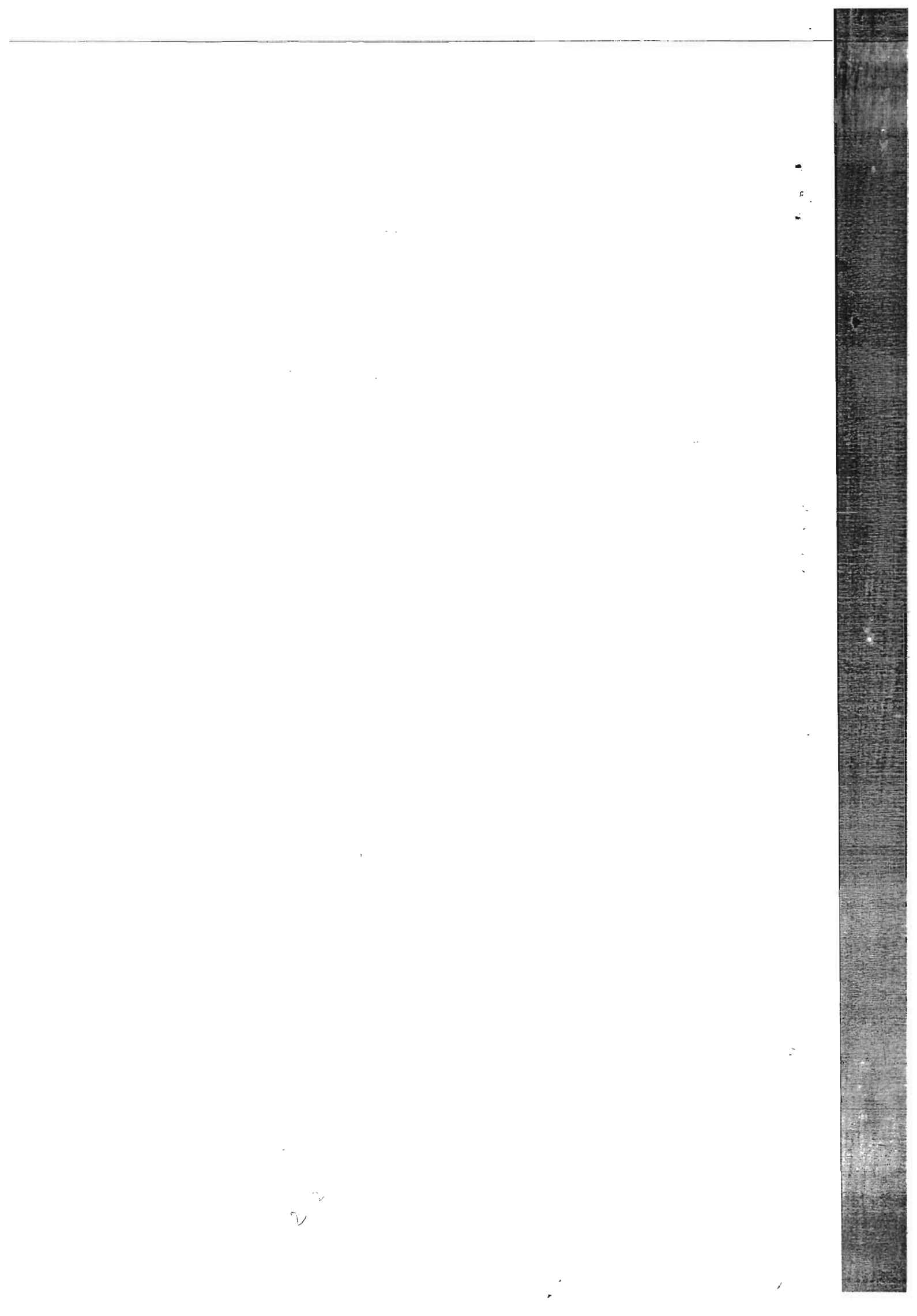
5 out of 5

~~10/12/97~~

~~10/12/97~~

10/12/97
10/12/97

so paid R 629750/-
10/12/97 - 10/12/97
~~10/12/97~~
10/12/97



Kind ATTN - SH J. N. HAWARI.

JAN 21 2005 11:55AM P1

MUNICIPAL CORPORATION OF GREATER MUMBAI

No: CE/9599/M/S/11

19 JAN 2005

FULL OCCUPATION CERTIFICATE

To:
Mr. V. D. Navani,
C.A. to Owner,
A.N. House, 1st floor,
31st Road, TPS III,
Bandra (West),
Mumbai 400 050.

19 JAN 2005

Ex. Engineer Bldg. Proposal (W.S.)
H and K - W...
Municipal Office, B. K. ... Marg,
Bandra (West), Mumbai-400 060.

Sir,

In continuation of earlier occupation granted on 14.10.99 for still + 7 upper floors the full development work of additional 8th and 9th floor building thus comprising of still + 9 upper floors for residential user, on plot bearing C.T.S. No.261, F.F. No.41, TPS-IV of Santacruz, village Bandra, situated at St. Andrew's Road, Santacruz [West], completed under the supervision of Shri Yunus Jhaveri, Licensed Architect, License No. CA/85/8925, may be occupied on the following condition :-

- 1) That the certificate under section 270-A of M.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupation certificate.

A set of certified completion plan is attached herewith.

Yours faithfully,

Signature
Executive Engineer (Bldg. Proposals)
Western Subs. (H & K/E)

