

पावती क्र.

पी. वदर / १४२२/९६ 153

नोंदणी ३९ म.  
Regn. 39.m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक

दिनांक १४/६/१९९६ म. १९९६

दस्तावेजाचा प्रकार-

साठ खत रुपये ३५०००/-

सादर करणाराचे नाव-

श्री. अशोक वानखे

खालीलप्रमाणे फी मिळाली:-

- नोंदणी फी
- नक्कल फी (फोलियो)
- पृष्ठांकनाची नक्कल फी
- टपालखर्च
- नकला किंवा ज्ञापने (कलम ६४ ते ६७)
- गोध किंवा निरीक्षण
- बंड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलियो)
- इतर फी (मागील पानावरील) बाव क.

	रु.	रु.
SD 37800/-		
24/5/96		3500-00
P/Adm		2-00
M.V		2-00
Rs-3840/-		92-00
		28-00

Residue original

THIS DOCUMENT WILL NOT BE REPRODUCED  
UNLESS PRODUCES FOLLOWING  
REQUIREMENTS.

- 1) Market Value up to 32 A of U. Land Reg.
- 2) NOC of Urban Land Ceiling.
- 3) Income Tax Certificate up to 23 D.
- 4) Income Tax NOC (23 D)
- 5) Permission
- 6) Registered up to 23 of U. Land Reg.

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

सह कुर्णमपत निसंदा अडेनवारिवली

मुंबई उपनगर जिल्हा

दस्तावेज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा.  
हवाली करावा.

सादरकर्ता

ड. वदर

4/10

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S. KAMAD

प्रदांकित केलेले  
ज मिळाले.

CITY CENTRE

Redefining Shopping

सावधानी घरेलू लेख

दुय्यम पंथा  
सह १९९६ ईसा २५/५ महिनाच्या  
१४ तारखेस १२ व  
बाजण्याच्या दरम्यान सह. दुय्यम  
विश्वनाथ, बाहेरी बाज्या कार्यालयात हजर

A. W. De

सावधानी ही विच्छा  
नोंदणी प. १११  
शेरे ३७८०-  
नक्कल ५-  
फोटो ५-  
व्यवसाय १२-  
कार्यालय २२-  
वसाह

मूल्य

३०००/-

सह दुय्यम निव्वणक चोरवली  
मुंबई उपनगर जिल्हा

सह दुय्यम निव्वणक चोरवली  
मुंबई उपनगर जिल्हा



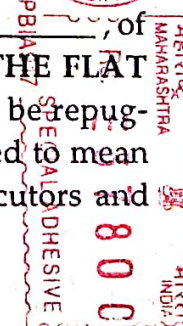
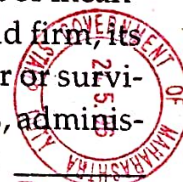
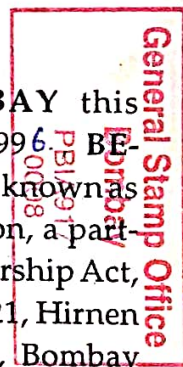
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A. W. De

THIS AGREEMENT MADE AT BOMBAY this 24 TH day of MAY, 1996 BETWEEN MESSRS. CITI CON (REGD.) (formerly known as M/s. P. H. Nensey Land Development Corporation, a partnership concern registered under the Indian Partnership Act, 1932 and having its principal place of business at 21, Hirnen Shopping Centre, S. V. Road, Goregaon (West), Bombay 400062 hereinafter called "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm, its partner or partners for the time being, the survivor or survivors of them and their irrespective heirs, executors, administrators and assigns) of the ONE PART AND MR. ASHOK WANKHEDE, of Bombay Indian Inhabitant, hereinafter called "THE FLAT PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators) of the OTHER PART:

W H E R E A S :

a) One Padamsey Hirji during his life time was the owner



सह दुय्यम निव्वणक, मुंबई  
सावधानी

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of all those pieces or parcels of land bearing Entry No. 7, Survey No. 7, Pot Nos. 1 and 2 admeasuring 15000 sq. yards and survey No. 8, Pot No. 3/1, Hissa No. 1, admeasuring about 8005 sq. yards and Survey No. 9, Hissa No. 9 (part) Falni No. 4 admeasuring 272 sq. yards aggregating approximately to 23377 sq. yards equivalent to approximately 19,553.25 sq. meters together with buildings and structures standing thereon (hereinafter referred to as the said property) and upon the death of the said Padamsey Hirji on or about 5th April, 1957 his sons and daughters became the owners of the said property, who formed two Hindu Undivided Families, i.e. Laxmipati HUF and Prafulchandra HUF;

- b) Both the said Laxmipati HUF and Prafulchandra HUF were carrying on business in partnership in the firm name and style of the said M/s. P.H. Nensey Land Development Corporation (PHN) wherein the said HUFs introduced their respective shares in the said lands into partnership for developing the same;
- c) In the events that have happened PHN became the owner of the said property;
- d) The said PHN developed part of the said property by putting up building now known as Hirnen Shopping Centre;
- e) Disputes and differences arose between the Partners of PHN H.U.F. Laxmipati, one of the partners, filed a suit in the High Court of Judicature at Bombay being Suit No. 1313 of 1984 inter alia for dissolution of the said firm. The said suit was ultimately settled and the Consent Terms filed in Court on 14th August, 1985 whereby FSI of about 18000 sq. ft. which was at that time available for construction was distributed between the said two HUFs i.e. each HUF got 9000 sq. ft. of FSI which they were entitled to develop, utilise, construct and dispose of independently.
- f) Each of the said HUFs had agreed to sell their respective FSI of 9000 sq. ft. and ultimately utilising the said FSI and certain other FSI and accordingly and on the basis of other arrangements Silver Land Developers Pvt. Ltd.

have constructed a building known as "Kadambari" on the said lands;

- g) Apart from the said Hirnen Shopping Centre and Kadambari there are five buildings standing on the said property viz. (i) Padam Bhuvan, (ii) Amrit Kunj, (iii) Laxmi Bhuvan, (iv) Chandra Bhuvan and (v) Purnima;
- h) The aforesaid position is shown on the plan hereto annexed as Annexure - I;
- i) Apart from the aforesaid there was a bungalow on the said property, position whereof is also shown on the plan annexed hereto. There is an existing school, old chawl, a toilet block etc. which is shown on the plan Annexure-I hereto;
- j) Part of the said land was going in compulsory garden road;
- k) Apart from the aforesaid there were several other unauthorised structures and occupants and their respective sublettees on the remaining portion of the said property;
- l) Because of the efforts of the Promoters, the Promoters could shift the old garden as also have been able to settle with the tenants of the chawl and bungalow and unauthorised occupants and their sublettees;
- m) In the events that have happened the Promoters here - in are in a position to develop the said remaining land by putting up one building;
- n) The Promoters have got the plans sanctioned and obtained IOD dated 9th July, 1990 bearing No. CE/653/BP (WS)/AP issued by the Municipal Corporation of Greater Bombay and obtained C.C. dated 26th November, 1990 bearing No. CE/653/BS II/ AP;
- o) The Promoters have entered into a prescribed Agreement with the Architect, Shri Vijay Goradia, registered with the Council of Architects and also appointed M/s. S.S. Rege and Associates as Structural Designers for preparing structural designs and drawings and speci-

fications of the building and the flat purchaser accepts the professional supervision of the said Architect and the said structural Engineer till the completion of the building unless otherwise changed;

- p) As a result of the aforesaid agreements the Promoter is entitled to and enjoined upon to construct building to be known as "CITI-CENTRE" on the said remaining portion and sell flats, shops, offices, garages, car parking spaces, terraces, walls, hoarding spaces, etc. (all of which hereinafter for brevity's sake referred to as "Flats" and reference to Flat Purchaser in this Agreement means Purchasers of such premises);
- q) The Promoter is accordingly causing to be constructed a building of basement, ground floor and one upper floors along with Roof - Top garden.
- r) The Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the plans, designs and specifications prepared by the Promoter's Architects Shri Vijay Goradia and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOF") and the Rules made thereunder;
- s) A Copy of the Certificate of title issued by the Attorney-at-law or advocates of the Promoter, copies of property card or extract of Village Forms, VI, VII and XII or any other relevant revenue record showing the nature of the title of the Original Owner to the portion of the said lands on which the flats are constructed or are to be constructed and copy of the floor plan of the flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexures 'B', 'C', and 'D' respectively. The Revenue Records are in the name of Prafulchandra Padamsey the Original Owner;
- t) While sanctioning the said plans for the said building the concerned local authorities and/or government has laid

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down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said lands and the said building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said buildings shall be granted by the concerned local authority;

- u) The Promoters accordingly will commence/has commenced construction of the said Buildings in accordance with the said plans;
- v) The Flat Purchaser has taken inspection of all the hereinbefore recited documents, papers, plans as also all orders, schemes, etc. which are referred in this agreement and is aware of the terms and conditions thereof;
- w) The Flat Purchaser applied to the Promoter for allotment of the Shop/ ~~Flat~~/ office/ ~~Garage~~/ ~~open car parking space~~/ ~~terrace~~/ ~~covered car parking~~/ ~~wall~~/ ~~hoarding~~ space No. 8A. on the GROUND. floor in such building to be constructed on the said portion of the said lands and to be known as "CITI-CENTRE" (hereinafter referred to as the said flat);
- x) The Flat Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.;
- y) Relying upon the said applications, declaration and agreement herein contained, the Promoter agrees to sell to the Flat Purchaser the said Flat at the price and on the terms and conditions hereinafter appearing;

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Promoter shall cause to be constructed the said building consisting of basement, ground floor and ONE. upper floors on the said portion of the said land in accordance with the plans, designs, specifications, approved by the concerned local authority and which have been inspected and approved by the Flat Purchaser with such variations, modifications and alterations as the Promoter may deem fit and/or as may be required by the

concerned local authority or the Government to be made in them or any of them and the Flat Purchaser hereby gives an irrevocable consent, power and authority to the Promoter to add to, to alter, vary or modify from time to time the said plans, designs, specifications, including for present and further construction whether on the same building or otherwise. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Flat Purchaser in respect of such variations or modifications which may adversely affect the flat of the Flat Purchaser and that no further consent of the Flat Purchaser is required for any modification, variation or amendment of the plan including for additions in the building to be constructed.

2. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser in the said Building Flat/ Shop/ Office premises/ garage/ covered car parking/ open car parking / open space/ terrace, silt car parking/ wall/ hoarding bearing No. 8A on the GROUND floor as shown in the floor Plan thereof hereto annexed and marked Annexure 'D' with amenities as described in Schedule Annexure 'E' hereto of the carpet area admeasuring 6.87 sq. meters (which is inclusive of the area of balconies, if any) (hereinafter for brevity's sake and collectively referred to as the "flat") for the aggregate price of Rs. 378000/- (Rupees THREE LAKHS SEVENTY EIGHT THOUSAND ONLY only) including the proportionate price of the "common areas and facilities" appurtenant to the premises, the nature, extent and description of the "limited common areas and facilities" which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser has paid a sum of Rs. 50000/- (Rupees FIFTY THOUSAND ONLY only) as earnest or deposit money on or before the execution of these presents. The Flat Purchaser hereby agrees to pay to the Promoter balance amount in the following manner:-

- i) Rs. 49200/- ..... on completion of plinths;

- ii) Rs. 49,200/- ..... on casting of First Slab;
- iii) Rs. 49,200/- ..... on casting of Second Slab;
- iv) Rs. 13,120/- ..... (being 4% of the purchase price)  
on construction of outside wall  
of the said flat;
- v) Rs. 9,840/- ..... (being 3% of the purchase price)  
on construction of inside wall  
of the said flat;
- vi) Rs. 13,120/- ..... (being 4% of the purchase price)  
on erection of door frames work  
and shutter of the said flat ;
- vii) Rs. 9,840/- ..... (being 3% of the purchase price)  
on inside plaster work of the  
said flat ;
- viii) Rs. 13,120/- ..... (being 4% of the purchase price)  
on outside plaster work of the  
said flat ;
- ix) Rs. 22,960/- ..... (being 7% of the purchase price)  
on fixing of flooring of the said  
flat ;
- x) Rs. 9,840/- ..... (being 3% of the purchase price)  
on erection of window frame  
work of said flat ;
- xi) Rs. 9,840/- ..... (being 3% of the purchase price)  
on completion of outside  
plumbing work;
- xii) Rs. 13,120/- ..... (being 4% of the purchase price)  
on completion of Aluminum &  
Glazing work;
- xiii) Rs. 9,840/- ..... (being 3% of the purchase price)  
on fixing of translight of the  
said flat ;
- xiv) Rs. 6,560/- ..... (being 2% of the purchase price)  
on completion of inside and  
outside G.I. pipe work;



xv) Rs. 19,680/=..... (being 6% of the purchase price)  
on completion of Air-conditioning;

xvi) Rs. 13,120/=..... (being 4% of the purchase price)  
on completion of and glass lift;

xvii) Rs. 16,400/=..... on completion of building and  
before or immediately on offering possession.

3. The percentage of the undivided interest of the Flat Purchaser in the common areas and facilities limited or otherwise pertaining the said Flat shall be in proportion of the area of the flat agreed to be sold hereunder to the total common areas and facilities limited or otherwise.
4. The Promoter hereby agrees to observe perform and comply with or caused to be observed, performed and complied 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 hereafter and shall before handing over possession of the Flat to the Flat Purchaser, obtain or cause to be obtained from the concerned local authority occupation or completion certificates in respect of the building containing the Flat agreed to be purchased by the Flat Purchaser. The Promoter may obtain part occupation or building completion certificate for one or more flats.
5. The Flat Purchaser has prior to the execution of this Agreement satisfied himself about the title to the said lands. The Flat Purchaser shall not be entitled to investigate the title of the said lands any further and no requisition or objection shall be raised by the Flat Purchaser in any manner relating thereto. A copy of the certificate of title issued by M/s. Kantilal Underkat & Company, Advocates and Solicitors, is hereby annexed and marked Annexure 'A'.
6. The Flat Purchaser agrees to comply with all the terms and conditions of any other scheme, permission, objection etc. that may have been granted or sanctioned and/

or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not.

7. The Promoter has made full and true disclosure of the nature of his title to the said portion of land. The Promoter, however, agrees that before transferring and/or vesting the said building and the said portion in favour of the Society or such other body of acquirers of flats in the said building along with other societies or common organisation in the entire complex on the said lands or singly, the Promoter shall ensure that the said portion is free from all encumbrances on the execution of a document or documents vesting title which may be a Conveyance/Assignment of lease/lease or any other document which the Promoter may decide in its absolute discretion.
8. The Flat Purchaser hereby grants his irrevocable power and consent to the Promoter and agrees:-
  - a) that till the Conveyance or any other document vesting the title of the property in favour of Co-Operative Society of the building in which the Flat Purchaser has agreed to purchase the flat along with other societies or such other organisation in the entire complex on the said lands or singly as may be permissible under law & practically feasible, is executed the Promoter shall be entitled to all FSI whether available at present or in future including the balance FSI, the additional FSI available under D. C. Rules from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of TDR or otherwise howsoever;
  - b) that under no circumstances the Flat Purchaser and/or Society or other common organisation will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
  - c) that the Promoter shall be entitled to develop the said plot of land fully by constructing and / or making

additions in the said building and/or by constructing additional buildings / floors/ structures so as to avail of the full FSI permissible at present or in future for the said land including for staircase, lift, passage, by way of purchase of floating FSI, TDR, on the said land or acquired otherwise howsoever and including putting up any "additional Construction" as mentioned above and Promoter selling the same and appropriating to itself the entire sale proceeds thereof without the Flat Purchaser or other acquirers of the flats in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The FSI of any nature whatsoever and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Promoter chooses. The Flat Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and /or nuisance while putting up such additional construction mentioned above and in this agreement is carried on. The Promoter shall be entitled to consume such FSI by raising floor or floors on any structures including the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said portion/land, building, etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation;

d) That the Promoter alone shall be entitled to sell any part or portion of the said building including the open terrace/s, walls or part of the said portion and/or the open space including for use as a restaurant, hotel, garden, display of advertisements, hoardings, well water, garages, open parking spaces etc. as the same may be permissible or ultimately be permitted by the authorities concerned;

e) To admit without any objection the persons who are allotted flats by the Promoters as members of the proposed society and/or as members of the society in the event the society is registered before all flats

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including flats of extended/ annexed buildings are sold by the Promoters;

- f) to bear and pay any increment in the price of building material, labour and other escalations as may be decided by the Promoter whose decision shall be final and binding on the flat purchaser;
- g) not to raise any objection or interfere with Promoter's rights reserved hereunder;
- h) to execute, if any further or other writing, documents, consents, etc. as required by the Promoter for carrying out the terms hereof and intentions of the parties hereto;
- i) to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the flat purchaser which the Promoter in his absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said flat is handed over to the Flat Purchaser and/or possession of the said building is handed over to the society of the Purchasers of flats.

9. Without prejudice to the other rights and contentions of the Promoter and without waiver of any of the rights and contentions of the Promoter, the Flat Purchaser agrees to pay to the Promoter interest at 21% per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser till the date the payment is made to the Promoter.
10. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement inclu-

charges and expenses payable by the Flat Purchaser shall be paid by the Flat Purchaser immediately on demand.

45. The Flat Purchaser shall pay brokerage to M/s. \_\_\_\_\_ at the rate of two per cent on the total purchase price of the said Flat /Shop /office /garage/parking space /hoarding space open terrace on open terrace the execution of this Agreement.

46. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the terrace space in front of top of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the Promoter unless sold by the Promoter to the respective purchaser of the terrace flat and in the event of sell thereof such terrace spaces shall be intended to and shall be for the exclusive use of the respective terrace Flat Purchaser. The said Terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter the Society or as the case may be.

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

47. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act and the Maharashtra Co-operative Societies Act.

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

SIGNED SEALED AND DELIVERED BY )  
the within named " PROMOTER " )  
M/S. CITI CON (REGD.) )  
in the presence of..... )

SM

SIGNED SEALED AND DELIVERED BY )  
the within named "FLAT PURCHASER" )  
ASHOK WANKHEDE. )  
in the presence of..... )

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

RECEIVED the day and year first )  
hereinabove written of and from the )  
within named Flat Purchaser a sum of )

Rs. 50000/= (Rupees FIFTY )  
THOUSAND. )  
only) being the amount of earnest )  
money to be paid by them to us by cash )  
/cheque No. 647289. on DEVELOPMENT )  
CO. OP. BANK LTD. JOKESHWARI. )  
dated 21.6.95. )  
Rs. 50000/=

WITNESSES

WESAYRECEIVED

*Sh. Shal*

(PROMOTER)

**THE FIRST SCHEDULE ABOVE REFERRED TO**

A portion admeasuring about 4954 sq. meters forming part of all that piece or parcel of land situated at S.V. Road, Goregaon (West) in the Revenue Village of Pahadi in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring about 15,000 sq. yards equivalent to 12541.806 sq. meters or thereabout forming part of the land bearing Survey No. 8, Hissa No. 1B, S. No. 7, Pot Nos. 1 and 2 (S.No. 7 Hissa No. 1), C.T.S. No. 288, 341, 341/1 to 32, 342 and 342/1 to 342/23 and surrounded as follows, i.e. to say on or towards the North by M.G. Road, and land appurtenant thereto, on or towards the South by 30' wide D.P. Road and land appurtenant thereto, on or towards the West by 30' wide internal access road and on or towards the East by S.V. Road.

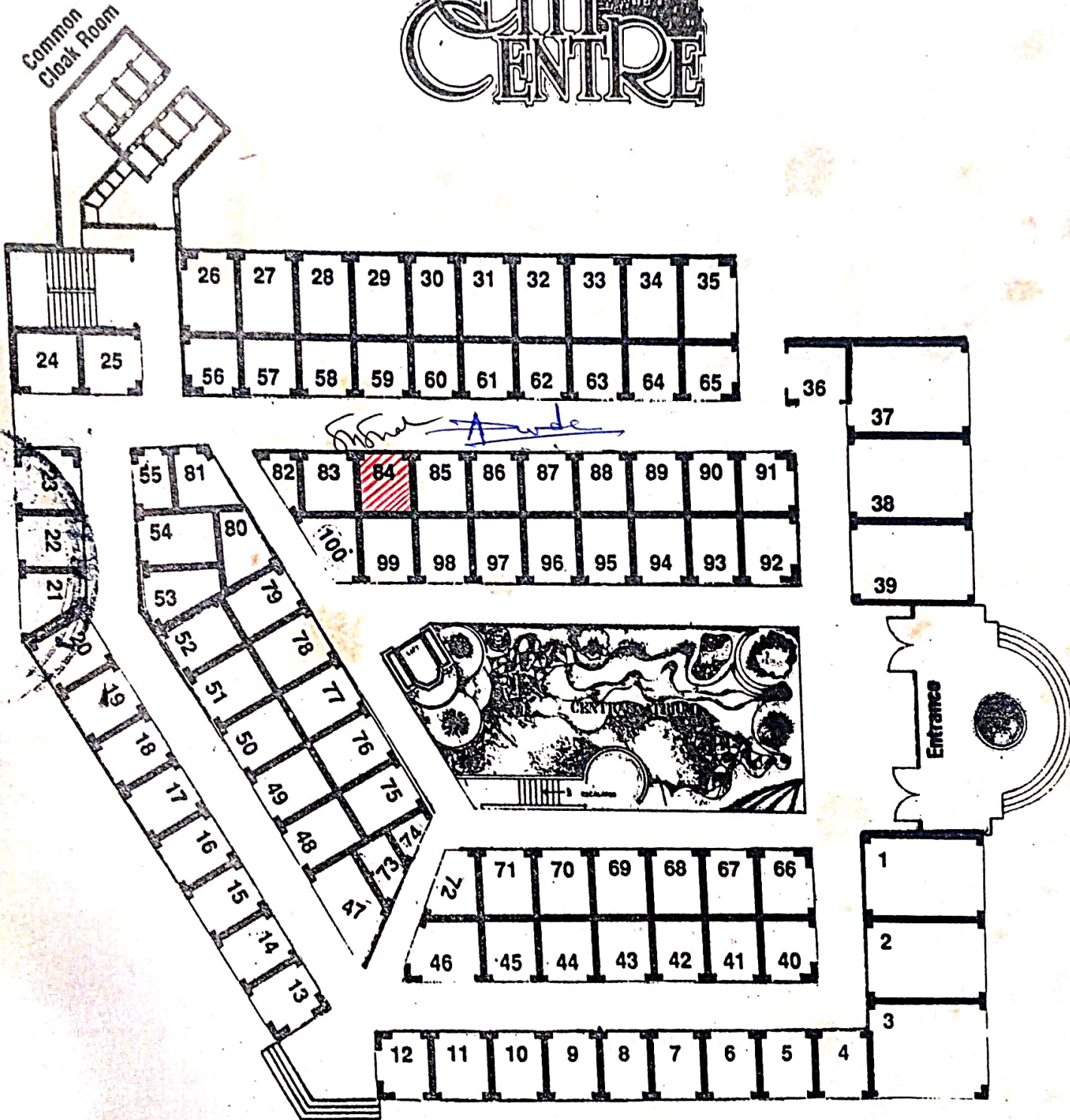
**THE SECOND SCHEDULE ABOVE REFERRED TO**

The nature, extent and description of the "Common Areas and Facilities" and of the "Limited Common Areas and Facilities" shall be as under:-

**(A) Common Areas and Facilities:**

- i) Entrance lobby and foyer of the Building;
- ii) Compound of the building, i.e. the open area (out of the said land described in the First Schedule above) appurtenant to the built-up area of the building,

# CITY CENTRE



FIRST FLOOR PLAN

