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क्रमांक  
 प्रधातु  
 स्थान

15 OCT 1986

सर्वश्री/श्री/श्रीमती  
 च. .... का निवास

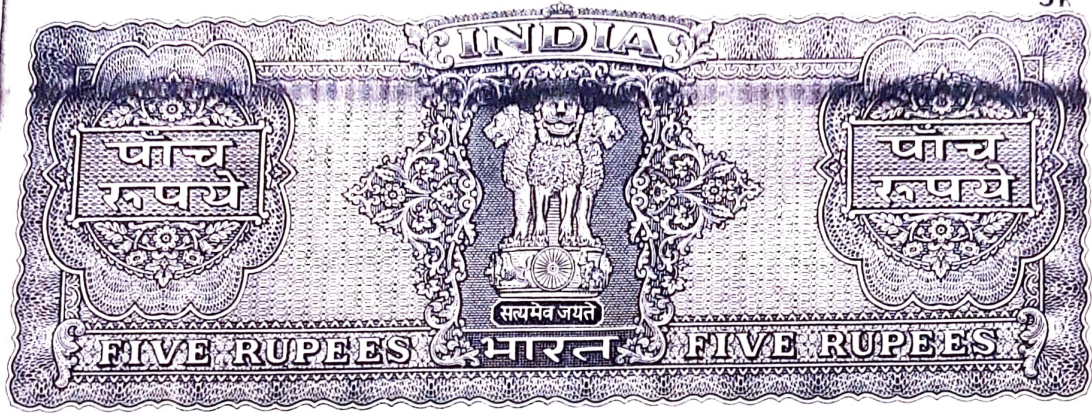
सिद्धि विवेका

SALE AGREEMENT

ARTICLES OF AGREEMENT made at Bombay this 28<sup>th</sup> day of November, 1986 in the Christian Year One thousand Nine hundred eighty six BETWEEN Mrs. Zahida Begum Zahir Khan, Muslim adult, Indian Inhabitant residing at Flat No.12, Bldg.No.1-E.Vijay Nagar, Marol Marosi Road, Andheri (E), Bombay-400059 (hereinafter referred to as the 'TRANSFEROR') (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include the said Transferor's heirs, executors, administrators and assigns) of the ONE PART A N D Mr. Milan Kumar Jaisukhlal Jasani & Mr. Amit Kumar Jaisukhlal Jasani, both hindu adult, Indian Inhabitant residing at Block No.4, Wing No.4, 149/156, Garodia Nagar, Ghatkopar (E), Bombay-400 077 (hereinafter called the 'TRANSFEREES' (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the OTHER PART Witnesseth as under:

WHEREAS by an agreement for sale dated 19.9.1980 made and entered into by and between M/s.Parul Enterprise having their registered office at 312, Maker Bhavan No.III,21 New Marine Lines,~~Ghatkopar~~ Bombay-400 020 (hereinafter called the said Builders) on the one hand and the Transferor on the other hands, the letter agreed to purchase on ownership basis the Flat No.3, on second floor, in building No.6-D, Demodar Park, Ghatkopar, Bombay-400 086 and more particularly described in the schedule hereunder written (hereinafter for the sake of brevity referred to as the 'said flat') for the price of Rs. 75,000/- (Rupees Seventy five thousand only) and upon the terms and conditions contained in the aforesaid agreement for sale dated 19.9.1980.

AND WHEREAS the Transfeor has paid to the said Builder the sum of Rs. 75,000/- (Rupees Seventy five thousand only) as earnest money and instalments as per clause No.6 of the agreement for sale dated 19.9.1980 leaving on balance payable by her to the said Builder as cost of the Flat.The Transferors have also paid a sum of Rs. 3,000/- (Rupees Three thousand only) by receipt No.3082 dated 4.1.1984 to the said Builders as societydeposit to meet the society expenses of the said flat as mentioned in the agreement dated 19.9.1980 and have taken possession of the said flat.



क्रमांक 626  
 प्रधान मुद्रा कार्यालय, मुंबई

दिनांक Bell. b. r. 80.

सर्वश्री/श्री/श्रीमती .....  
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15 OCT 1986  
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पुराणिका

- 3 -

AND WHEREAS with the consent of the said Builders, as required under clause No.31 of the said agreement for sale dated 19.9.1980 the Transferor have agreed to transfer and the Transferee have agreed to acquire the said flat and the benefits of the aforesaid agreement for sale dated 19.9.1980 for the price and on the terms and on the terms and conditions appearing hereinabove;

AND WHEREAS the Co-operative Housing Society of Buyers of all the flats of the said builder is not so far formed and the piece of land together with the said building is not so far conveyed and transferred to the Buyers of the flat thereof.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Transferor hereby agree to sell to the Transferee and the Transferee hereby agree to acquire from the Transferor

.....4

all her rights, title and interest in the said Flat and the benefits of the aforesaid agreement of sale dated 19.9.80 at and for the consideration of Rs. 2,20,000/- (Rupees Two Lakhs twenty thousand only). The said amount of consideration of the said flat will be paid by the Transferee to the Transferor in the following manner: (A) Rs. 1,00,000/- (Rupees One Lakh only) at the time and execution hereof and the receipt of which the Transferor do hereby admit and acknowledge and (b) Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only) within ~~x~~ 20 days from the execution of this agreement.

2. The Transferor confirm that she will clear all the dues in respect of the said Flat as regards to the society expenses and Municipal Taxes till the date of the Transferor giving possession of the said flat to the Transferee.

3. The Transferee agrees to pay to the Transferor the sum of Rs. 3,000.00 (Rupees Three thousand only) paid by the Transferor to the said Builders as society deposit.

4. The transferor agree and undertake to get the said Builder to recognise the Transferee as the Owner of the said flat and to transfer the said Flat and the sum of Rs.75,000/- (Rupees Seventy five thousand only) and Rs. 3,000/- (Rupees Three thousand only) paid by the Transferor to the credit of the Transferee.

5. The Transferor shall have no claim or demand of any nature whatsoever in the said Flat or the Agreement for sale dated 19.9.1980.

6. The Transferor hereby declare that they have absolute and clear title over the said Flat and that they have not mortgaged, assigned or in any manner alienated their rights title and interest in the said Flat to any one else or performed any act, deed or thing or suffered anything to the contrary or by reason or means thereof the said flat may be affected or prejudiced in title or estate or the Transferee may be hindered or prevented from purchains the said flat in the manner agreed herein.

7. The Transferor hereby agree to assign and execute such deed, documents and writings as may be required for the purpose of transferring the benefits of the agreement for sale dated 19.9.1980 and the rights and interest of the Transferor in the said Flat in favour of the Transferees.

8. The Transferees hereby agree to pay to the said Builders all the other payments as mentioned in the afore-said agreement for sale 19.9.1980.

9. The Transferees agree and undertake to observe and perform all the terms and conditions of the agreement for sale dated 19.9.1980.

THE SCHEDULE OF THE SAID FLAT REFERRED TO ABOVE.

A flat of the plinth area of 675 sq.ft. being Flat No.3 on 2nd Floor in Building 6-D, Damodar Park, L.B.S. Marg, Ghatkopar, Bombay-86 which is erected on the piece of land admeasuring 66110 sq.mts. or thereabout and bearing city survey No.21, Part 32,49(Part), 150 (Part) 151 (Part), 154 (Part), 136(Part), 157 (Part),159 (Part), 140 (Part) 141(Part) 148 (Part), 145(Part) 160 (Part), 65(Part), 66 (Part), 37 (Part), 33 (Part), 72 (Part), of the village, Ghatkopar, District Bombay Suburban Registration Districts

and sub-district of Bombay City and Suburban Districts.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR HEREINAFORE WRITTEN:

Signed, Sealed and Delivered by the withinnamed Transferor Mrs. Zahida Begum Zahir Khan, in the presence of *B. B. ... L. B. H. ...*

*(Handwritten signature)*

Signed, Sealed and Delivered by the withinnamed Transferees (1) Mr. Milan Kumar J. Jasani and (2) Mr. Amit Kumar J. Jasani, in the presence of *B. B. ... L. B. H. ...*

*(Handwritten signatures in Gujarati)*

R E C E I P T

RECEIVED OF AND FROM THE WITHINNAMED TRANSFEREES (1) MILAN KUMAR J. JASANI and (2) AMIT KUMAR J. JASANI a sum of Rs. 100000/- (Rupees One Lakh only) by pay slips No. C-7172929/C-7172930 dated 20.10.1986 drawn on Dena Bank Dhari (Dist. Amreli) Gujarat Branch being part/payment/ consideration for the sale of my flat No. 3, on 2nd. floor, in Bldg. No. 6-D, Damodar Park, L. B. S. Marg, Ghatkopar, Bombay-400 086.



I SAY RECEIVED,

(Mrs. Zahida Z. Khan)

*We Confirm*

11/12/88  
S. S. J.

# MAITRI CO-OP. HOUSING SOCIETY LIMITED

Damodar Park, (Bldg. 6-B, C & D) L. B. S. Marg, Ghatkopar (West), BOMBAY-400 086.  
Registration No. BOM/WN/HSG. (TC)/994/88-89/88

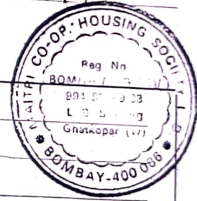
## SHARE CERTIFICATE

Authorised Share Capital Rs. **20,00,000** Divided into **40000** Shares  
each of Rs. **50/-** only.

Member's Register No. 70 Certificate No. 071

THIS IS TO CERTIFY that

Name of Registered Holder	<u>Shri Milankumar J. Jasani</u>		
Flat / Shop No.	<u>6-D/203</u>		
Distinctive No(s)	<u>351</u>	To	<u>355</u>
No. of Shares Held	<b>FIVE ONLY.</b> [5]		



in MAITRI CO-OP. HSG. SOCIETY LTD. Subject to the Bye-Laws of the said Society and that upon each of such Shares the sum of Rupees **Fifty** only on each Share has been paid.

GIVEN under the Common seal of the said Society at Bombay 5<sup>th</sup> March day of

Nineteen Hundred eighty nine

Bapat N.

Chairman

Balbir Lohani

Jr. Secretary

D. B.

Treasure

NOTE: No transfer to any of the Shares comprised in this certificate will be registered unless accompanied by this certificate





Date

Transfer No.

Name(s) of Transferee(s)

Register Folio

Authorised Signatory

MEMORANDUM OF TRANSFER OF SHARE(S) MENTIONED OVERLEAF

MEMORANDUM OF TRANSFER OF SHARE(S) MENTIONED OVERLEAF

From  
Mrs.  
Flak  
Vijje  
Andh  
Bomb

सा. आ. म. वि. क्र. १८९१, दि. ३१-८-१२

[विगेर मुद्रा-५९ म.]

TJB  
1000

ओळखचिन्ह क्रमांक

A/C  
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ज्ञापन अनुक्रमांक

प्रपत्रांचे वर्णन १	प्रपत्रांची संख्या २	प्रत्येक प्रपत्रा- वरील मूल्य ३		एकूण रक्कम ४	
		रु.	पैसे	रु.	पैसे
	1	१	२०००	१	२०००

मि. वि. वि. वि.  
प्रमाणे हून समासात दिल्या  
प्रमाणे मुद्रांक शुल्काचे मूल्य  
म्हणून रक्कम  
मिळाले.

१९८  
२१-११-८६

लिपिक

रु. १,२००० मिळाले.

रोबपमल

रीटसर मुद्रांकित केलेले  
दस्तऐवज मिळाले.

प्रापकाची सही.

मकाना (डीए-१६४९) - १०-८४ - ५,००० रु./२०० पा. (१०,००,०००) - पीए१

हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार उपक्रम)

रेजिस्टर्ड ऑफिस 17 जमशेदजी टाटा रोड, बॉम्बे 400 020.

HINDUSTAN PETROLEUM CORPORATION LIMITED.

(A GOVERNMENT OF INDIA ENTERPRISE)

REGISTERED OFFICE: 17 JAMSHEDJI TATA ROAD, BOMBAY 400 020.



PY (1 -84)

ग्राहकी प्रमाण पत्र  
SUBSCRIPTION VOUCHER  
CONSUMER'S COPY

S. V.  156543	DATE			DEALER'S NAME AND ADDRESS (RUBBER STAMP)  KUMAR GAS SERVICE, Cama Lane, Ghatkopar (W) Bombay 86
	DAY	MONTH	YEAR	
	21	05	87	
DEALER CODE (Rubber Stamp) 958120				

CONSUMER NO.	CONNECTION TYPE CODE	DEPOSIT FOR	CODE	QUANTITY	AMOUNT (RS.)
07120	(Tick Applicable Block)	CYLINDER	59	1	450/-
	New	REGULATOR	48	NIL	NIL
	Transfer	TOTAL			450/-
	Addl. Cylinder				

Consumer's Name (Block Letters)	MR. MILANKUMAR J. JASANI.
Consumer's Address (Block Letters)	6-D/ DAMODAR PARK 2 <sup>nd</sup> FLOOR BLOCK NO. 203 GHATKOPAR (W) B, BAY - 400 086

**HP GAS CONSUMER'S CERTIFICATE**

I/We acknowledge having received from HP the quantity of HPGas Cylinder(s) and Pressure Regulator(s) mentioned in the quantity column hereof on loan on the conditions which have been set out overleaf and by which I/we agree to abide. I/we have also received the HPGas Instruction Card.

CONSUMER'S SIGNATURE

**HP GAS DEALER'S CERTIFICATE**

Received on behalf of HP the amount of Rs. 450/- being the deposit on HPGas Cylinder(s) and Pressure Regulator(s) loaned in accordance with the Corporation's tariff. **FOR KUMAR GAS SERVICE**

DEALER'S SIGNATURE

IMPORTANT: DEPOSIT WILL BE REFUNDED  
ON PRODUCTION OF THIS DOCUMENT

CYLINDER CODES	REGULATOR CODES
MB -- 15.0 Kg. -- 59	MB TYPE -- 48
.. -- 12.8 .. -- 58	COMP .. -- 47
COMP -- 15.0 .. -- 36	F .. -- 31
FV -- 15.0 .. -- 56	
.. -- 50.0 .. -- 42	

P. T. O.

हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार उपक्रम)

जम्शेदपुर ऑफिस 17 जम्शेदपुरी हाट रोड, बम्बई 400 020.

HINDUSTAN PETROLEUM CORPORATION LIMITED.  
(A GOVERNMENT OF INDIA ENTERPRISE)

REGISTERED OFFICE: 17 JAMSHEDPUR TATA ROAD, BOMBAY 400 020



ग्राहकी प्रमाण पत्र  
SUBSCRIPTION VOUCHER  
CONSUMER'S COPY

The Corporation shall be at liberty to terminate this contract at any time by giving 15 days notice in writing. On termination of this contract the Consumer shall forthwith return the equipment to the Corporation and/or the Dealer, whether or not the cylinder contains any gas, and the Corporation or the Dealer shall thereafter refund the balance of the deposit made by the Consumer with the Corporation after deducting therefrom such amount, if any, as may be due to the Corporation.

S. V.  156654	DATE			DEALER'S NAME AND ADDRESS (RUBBER STAMP)
	DAY	MONTH	YEAR	
	20	05	87	
DEALER CODE (Rubber Stamp)				KUMAR GAS SERVICE, Cama Lane, Ghatkopar (W) Bombay 86
958120				

CONSUMER NO.	CONNECTION TYPE CODE	DEPOSIT FOR	CODE	QUANTITY	AMOUNT (RS.)
07120	(Tick Applicable Block)			CYLINDER	450/-
	New	1	V	REGULATOR	50/-
	Transfer	2		TOTAL	500/-
	Add. Cylinder	3			

Consumer's Name (Block Letters)	MR. MILANKUMAR J. JASANI
Consumer's Address (Block Letters)	6-D/DAMODAR PARK 2 <sup>ND</sup> FLOOR BLOCK NO. 203 GHATKOPAR (W), BOMBAY - 400 086

**HP GAS CONSUMER'S CERTIFICATE**

I/we acknowledge having received from HP the quantity of HPGas Cylinder(s) and Pressure Regulator(s) mentioned in the quantity column hereof on loan on the conditions which have been set out overleaf and by which I/we agree to abide. I/we have also received the HPGas Instruction Card.

*Milankumar J. Jasani*  
CONSUMER'S SIGNATURE

**HP GAS DEALER'S CERTIFICATE**

Received on behalf of HP the amount of Rs. 500/- being the deposit on HPGas Cylinder(s) and Pressure Regulator(s) loaned in accordance with the Corporation's tariff.

**FOR KUMAR GAS SERVICE**

*[Signature]*  
SIGNATURE

**IMPORTANT: DEPOSIT WILL BE REFUNDED ON PRODUCTION OF THIS DOCUMENT.**

CYLINDER	REGULATOR CODES
MB - 15.0 Kg. - 53	MB TYPE - 48
.. - 12.8 .. - 58	COMP .. - 47
COMP - 15.0 .. - 36	F .. - 31
FV - 15.0 .. - 56	
.. - 50.0 .. - 42	

P. T. O.

(Mrs. Zahida Begum  
Zahid Khan)

12. The Corporation as well as the Consumer shall be at liberty to terminate this contract at any time by giving 15 days' notice in writing. On termination of this contract the Consumer shall forthwith return the equipment to the Corporation and / or the Dealer, whether or not the cylinder contains any gas and the Corporation or the Dealer shall thereafter refund the balance of the deposit made by the Consumer with the Corporation.

RECEIPT

Received with thanks from Milan J.Jasani and Amit Kumar J.Jasani a sum of Rs. 1,20,000/- (Rupees One Lakh twenty thousand only) by pay slip No. 552627 dated 21.10.1986 drawn on Andhra Bank, Ghatkopar(West) Branch, Bombay-86 being the balance payment as per clause No.1 of agreement dated 20.10.1986 of Flat No.3, on 2nd ~~3rd~~ floor, in Building No.6-D, Damodar Park, L.B.S.Marg Ghatkopar(W), Bombay-86



I say received

زاهدا بیگم زہیر خان

(Mrs.Zahida Begum Zahir Khan)

زاهدا بیگم زہیر خان

(Mrs.Zahida Begum Zahir Khan)

From  
Mrs. Zahida Begum Zahir Khan  
Flat No.12, Bldg. No.11,  
Vijay Nagar, Marol Naveel Road,  
Andheri (East),  
Bombay - 400 039.

Date: 11/1/80

To  
M/s Parul Interprice  
312, Maker Bhawan No.11,  
21, New Marine Lines,  
Bombay - 400 020.

Dear Sir,

Re: Flat no.3 on 2nd floor in Building no.6B, Bemodar  
Park, L.B. Shastri Marg, Ghatkopar, Bombay - 400 086

You are aware that by an agreement for sale dated 19.9.1980 made and entered into between yourself and myself, I had agreed to purchase from you the above mentioned flat for the consideration of Rs.75,000.00 (Rupees seventy five thousand only) and upon the terms and conditions in the aforesaid agreement for sale dated 19.9.80

You are further aware that I have paid you the sum of Rs.75,000.00 (Rupees seventy five thousand only) as earnest money and instalments as per clause no.6 of the agreement for sale dated 19.9.1980. I have also paid you a sum of Rs.3,000.00 (Rupees three thousand only) as per receipt no.3082 dated 4.1.1984 as society deposit and taken the possession of the said flat.

I hereby inform you that I have agreed to sell, transfer and assign all my rights, title and interest in the above mentioned flat and the benefits of the agreement for sale dated 19.9.1980 to:-

i. Mr. Milan Kumar Jaisukhlal Jassani  
ii. Mr. Amit Kumar Jaisukhlal Jassani  
Block No.4, wing no.4,  
149/156 Gazodia Nagar, Ghatkopar (East),  
Bombay 400 079

I hereby request you to recognise the said Transferees as the Purchasers of the above mentioned flat and transfer the benefits of the agreements for sale dated 19.9.1980 and the said flat in favour of the purchasers. The purchasers agree and undertake to observe and perform all the terms and conditions of the agreement for sale dated 19.9.1980.

I also request you to transfer the sum of Rs.75,000.00 (Rupees seventy five thousand only) and Rs.3,000.00 (Rupees three thousand only) paid to you as cost of the above mentioned flat and society deposit to the credit of the purchasers Mr. Milan Kumar J Jassani and Mr. Amit Kumar J. Jassani.

Now I again assign all my rights, title and interest in the said flat and the benefits of the agreement for sale dated 19.9.1980 in favour of Mr. Milan Kumar J. Jassani and Mr. Amit Kumar J Jassani. Now I have no claim or demand of any nature whatsoever in the said flat no.3 on 2nd floor in building no.6B, Bemodar Park, L.B. Shastri Marg, Ghatkopar Bombay - 400086.

Thanking you,

Yours faithfully,

  
(Mrs. Zahida Begum  
Zahir Khan)

From

Date 2/12/80

Mr. Milan Kumar Jaisukhlal Jassani  
Mr. Amit Kumar Jaisukhlal Jassani  
Bhakti No. 4, Wing No. 4,  
149/156 Garodia Nagar, Ghatkoper (E)  
Bombay - 400 079

To

M/s Parul Enterprise  
312, Maker Bhavan No. III  
21, New Marine Lines,  
Bombay - 400 020.

Dear Sir,

Re: Flat no.3 on 2nd floor in building no.6B.

Demodar Park, L.B. Shastri Marg, Ghatkoper, Bombay 46

The above mentioned flat was sold by you to Mrs. Zahida Begum Zahir Khan for the price of Rs.75,000.00 (Rupees seventy five thousand only) as by an agreement for sale dated 19.9.1980.

And whereas Mrs. Zahida Begum Zahir Khan has paid you a sum of Rs.75,000.00 (Rupees seventy five thousand only) leaving no balance due and payable against the cost price of the flat. She had also paid Rs.3,000.00 (Rupees three thousand only) vide receipt no.3082 dated 4.1.1984 as society deposit and has taken possession of the

Now, we have agreed to acquire all the rights, title and interest in the said flat no.3 on 2nd floor in building no.6B, Demodar Park L.B. Shastri Marg, Ghatkoper, Bombay - 400 086 and the benefits of the aforesaid Agreement for Sale dated 19.9.1980. We have paid Mrs. Zahida Begum Zahir Khan Rs.75,000.00 (Rupees seventy five thousand only) and Rs.3,000.00 (Rupees three thousand only) being the amount collected by you as cost of the flat and society deposit. We request you to transfer the said amount of Rs.75,000.00 (Rupees seventy thousand only) and Rs.3,000.00 (Rupees three thousand only) to

We request you to transfer all the rights, title and interest above mentioned flat in our favour. We hereby confirm that all the society expenses in respect of the said flat will be by us.

Thanking you,

Yours faithfully

मि.मि.कुमार जयसुखलाल जसानी  
(Mr. Milan Kumar J Jassani) (Mr.  
2/12/80

# DAMODAR PARK

## Agreement for Allotment

~~Of Flat/Shop/Open Parking Place/Covered Parking Place~~

~~Below Stilt / Covered Garage / Enclosed Garage~~

Bearing No. 3 on 2nd Floor

In Wing D of Building Bearing

No. 6 in the Layout of

DAMODAR PARK

Lal Bahadur Shastri Marg, Ghatkopar (West),

BOMBAY-400 086.

Builders & Developers :

**Parul Enterprise**

312, Maker Bhavan III,

21, New Marine Lines,

BOMBAY-400 020.



ARTICLES OF AGREEMENT made at Bombay this 19<sup>th</sup> day  
of September 1980. Between Messrs. PARUL ENTERPRISE, a  
registered partnership firm having its office at 312, Maker Bhavan No.  
3, New Marine Lines, Bombay-400 020 hereinafter referred to as "the  
Developers" (which expression shall unless it be repugnant to the  
context or meaning thereof be deemed to mean and include the said  
firm, its partners for the time being and from time to time and their  
last survivor and their respective heirs, executors, administrators &  
assigns) of the One Part, And Sri/Shrimati/Messrs. ZAHIDA  
BEGUM ZAHIR KHAN  
of Bombay Indian Inhabitant hereinafter referred to as "the  
Purchaser" (which expression shall unless it be repugnant to the con-  
text or meaning thereof be deemed to mean and include his/her/their  
respective heirs, executors, administrators and permitted assigns) of  
the Other Part;

**WHEREAS :**

1. The Podar Mills Limited (hereinafter referred to as "the Owner")  
is the Owner of the pieces or parcels of land hereditaments and  
premises situate at Lal Bahadur Shastri Marg, Ghatkopar (West),  
in Greater Bombay and particularly described in the First Sched-  
ule hereunder written (hereinafter referred to as "the said Prop-  
erty").
2. The owner prepared a layout in respect of the said Property  
providing for construction of 8 Buildings and got the same ap-  
proved by the Municipal Corporation of Greater Bombay under  
case No. CE/169/BSES/LOM.



3. By its order bearing No. ULC/1078/15/XXXV/IV dated 25th January 1979 made under section 20 of the (Urban Land Ceiling and Regulation) Act 1976 (hereinafter for sake of brevity referred to as "ULCR Act") the Government of Maharashtra have exempted the vacant portion of the said Property from the provisions of Chapter III of the ULCR Act subject inter alia to the condition that the exempted land shall be used for the purpose of Group Housing as defined under Section 4(3) of the ULCR Act and further subject to the condition that no tenement to be constructed thereon should exceed 80 square metres of Plinth area and on other terms and conditions as more particularly set out in the said Order dt. 25th January, 1979.
4. An area of about 15,074.46 square metres from out of the said Property is not covered by the said Exemption Order as the Provisions of the ULCR Act were not applicable to the same as per clarification contained in State Government letter No. ULC/1097/15/XXXV/IV dated 25.4.1979 addressed to the Deputy Municipal Commissioner (Engineering) and under the said letter the Government have directed the Municipal Corporation of Greater Bombay to take necessary steps to allow the Owner to utilise 15,074.46 square metres for Group Housing and to allow the remaining area to be developed for Group Housing as per the conditions mentioned in the Exemption Order.
5. By two Development Agreements dated 31st October, 1979 and dated 15th January, 1980 the Owner has permitted the Developers to develop the said Property on a portion whereof the building hereinafter mentioned is proposed to be constructed.
6. The said two Development Agreements inter alia provide as under :—
 

"The Developer shall be entitled to sell on Ownership basis, flats and other premises, in the Buildings to be constructed by it on the said Property and for that purpose to enter into Agreement in its own name."
7. Pursuant to the provisions of the said two Development Agreements dated 31st October, 1979 and 15th January, 1980, the Developers are entitled to develop the said Property in its entirety and the Developers and/or others authorised by them in that behalf will construct various structures on the said property as may from time to time be permitted by the Municipal Corporation of Greater Bombay and other concerned authorities.
8. The Developers have commenced construction of a building to be called Building No. 6..... (hereinafter referred to as "the said building") on a portion of the said Property shown on the layout Plan thereof and marked thereon as Building No. 6..... in accordance with the Buildings Plans and specifications sanctioned by the Municipal Corporation of Greater Bombay.
9. The said Building will consist of flats/shops open parking spaces covered parking places, other utility areas, covered garages, enclosed garages, and/or other premises.

10. The Developers intend to allow to intending allottees/purchasers flats/shops, open parking places, covered garages, enclosed garages and other premises in the said Building.
11. The Developers have at the request of the Purchaser agreed to allot to the Purchaser flat No. 3 enclosed or open garage No.      open parking space No.      Shop No.      premises No.      on the 2<sup>nd</sup> floor of the D wing of the said Building.
12. The Developers have given inspection to the Purchaser of such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flats Rules 1974 as demanded by the Purchaser.
13. At the request of the Purchaser, the Developers have agreed to execute this Agreement with the Purchaser.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE AS FOLLOWS:—

- The Developers will construct a building being Building No. 6 (hereinafter referred to as 'the said Building') on a portion of the property described in the First Schedule hereunder written and shown on the layout plan thereof and marked thereon as Building No. 6 in accordance with the plans sanctioned by the Municipal Corporation of Greater Bombay. The Building plans are prepared by Architects Messrs. Integrated Designs Consultants Pvt. Ltd., 381, D. N. Road, Bombay-400 001. The said Building shall contain amenities more particulars whereof are given in the Second Schedule hereunder written.
- The sanctioned Building Plans from Municipal Corporation of Greater Bombay are open for inspection on all working days during office hours at the Building site and also at 312, Maker Bhanvan III, 21 New Marine Lines, Bombay-400 020.
- The Purchaser has seen the Building Plans as also the particulars of the specifications in accordance with which the said Building is proposed to be constructed. The Developers will be entitled to make such changes in the Buildings plans as they may from time to time determine and as may be approved by the Municipal Corporation of Greater Bombay and other concerned authorities and the Purchaser hereby agrees to the same. This Agreement shall also operate as in irrevocable consent of the Purchaser to the Developers authorising them for carrying out changes in the Building plans. Similarly the Owners and/or the Developers and/or the other Developers of the remaining portion of the said Property shall be entitled to make changes and/or modify the layout plan and/or Building plans in respect of the entire Property in such manner as the Developers and/or the Owners and/or such other Developers of the remaining portions may determine. The Purchaser hereby gives his irrevocable consent to

the said Persons carrying out changes, revisions, and/or modification, additions, amendments to the said approved layout and/or building plans.

4. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Owner to the said Property described in the First Schedule hereunder written and the Purchaser shall not be entitled to further investigate the title of the Owner and no requisitions or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title given by M/s. Kirit N. Damenia & Co. is hereto annexed and marked Exhibit 'A'.

5. The Developers shall allot and the Purchaser shall accept the allotment of enclosed open garage No. .... open parking space No. .... /Shop No. .... /Flat No. 5 on the 2<sup>nd</sup> floor of the wing No. D of the said Building No. 6 (hereinafter referred to as "the said Premises").

6. The Purchaser shall pay to the Developers the sum of Rs. 75,000/- (Rupees Seventy Five Thousand only) as the consideration amount for the allotment to him of the said Premises. The consideration amount shall be paid by the Purchaser as under:—

(a) Rs. 15,000/- on the execution of this Agreement.

Balance by instalments as per progress of work as follows:—

- (a) Rs. 4,000/- On or before completion of work to Ground Floor level in case of building on Stilt or Plinth level.
- (b) Rs. .... On or before casting of Ground floor stilt level slab.
- (c) Rs. 4,000/- On or before casting of 1st floor slab.
- (d) Rs. 4,000/- On or before casting of 2nd floor slab.
- (e) Rs. 4,000/- On or before casting of 3rd floor slab.
- (f) Rs. 4,000/- On or before casting of 4th floor slab.
- (g) Rs. 4,000/- On or before casting of 5th floor slab.
- (h) Rs. 4,000/- On or before casting of 6th floor slab.
- (i) Rs. 4,000/- On or before casting of 7th floor slab.
- (j) Rs. 4,000/- On or before casting of 8th floor slab.
- (k) Rs. 4,000/- On or before casting of 9th floor slab.
- (l) Rs. 4,000/- On or before casting of 10th floor slab.
- (m) Rs. 4,000/- On or before casting of 11th floor slab.
- (n) Rs. 4,000/- On or before casting of 12th floor slab.
- (o) Rs. 4,000/- On or before casting of 13th floor slab.
- (p) Rs. 4,000/- Against delivery of possession of the said premises.

7. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid instalment of the consideration amount to the Developers shall be of the essence of the contract. In the event of the Purchaser making any default in payment of any one instalment of the consideration amount within seven days of the notice of demand given by the Developers to the Purchaser (time being of the essence of the contract in this behalf) the Developers will be entitled to treat this Agreement as having come to end and to terminate this Agreement and in that event to forfeit earnest money and all other monies paid by the Purchaser hereunder and the Developers will be entitled to allot the said Premises agreed to be allotted to the Purchaser to any other party as the Developers may determine and the Purchaser will have no right whatsoever on the said Premises and/or against the Developers in respect of the consideration amounts paid by the Purchaser to the Developers hereunder.

8. Without prejudice to the above and the Developers other rights under this Agreement and/or in law, the Developers may at their option accept from the Purchaser the payment of the defaulted instalment on the Purchaser paying to the Developers interest on the defaulted instalment at the rate of 18% per annum for the period for which the payment may have been delayed.

9. The Developers agree to give possession of the said premises to the Purchaser on or before the 31<sup>st</sup> day of Dec. 1981 subject to the availability of cement, steel, water for construction and other building materials and subject to strike, civil commotion, any Act of God such as earthquake, flood or any other natural calamities and act of enemy or any other cause beyond the control of the Developers.

10. Nothing contained in this Agreement, shall be construed so as to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said Property or the said Building or any part thereof or the said Premises. It is agreed by and between the parties that such conferment shall take place only on execution of the Conveyance in favour of a Co-operative Society or a Limited Company or an Association of Apartment Owners as hereinafter stated.

11. The Purchaser is aware that the Developers are developing the said property pursuant to the provisions of the said two Development Agreements. The Developers and/or other Developers authorised by them will be entering into Agreements for allotment of premises in the Building to be constructed on the said Property. The Developers have made it clear to the Purchaser and the Purchaser is aware that as provided in the said two Development Agreements the rights of the Purchaser under this Agreement for Sale of the said Premises shall always be subject to all the rights of the Owner and subject to the provisions of the said two Development Agreements. The Developers hereby agree not

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to commit breach of any of the terms of the said two Develop-  
ment Agreements.

12. The Purchaser shall have no claim save and except in respect of the Premises agreed to be allotted to him/her them. All open spaces, lobbies, terrace, and other premises will remain the property of the Developers until the said building is transferred to the proposed Co-operative Society or the Limited Company or Association of Apartment Owners as hereinafter mentioned subject however, to the same rights of the owner and or Developers as hereinafter stated.

13. IT IS HEREBY EXPRESSLY AGREED that the Developers shall be entitled to allot the Premises in the said Building for the purpose of using the same as guest houses, dispensaries, nursing homes, maternity homes or for residential or for shop line user and/or any other user that may from time to time be permitted by the Municipal Corporation of Greater Bombay and other Authorities and the Purchaser shall not object to the user of the other premises in the said Building for the aforesaid purposes by the respective Purchaser thereof.

14. The Purchaser has informed the Developers that he desires to use the said premises for Residential purposes and/or any other purpose as may be permitted by Developers and by the Municipal Corporation of Greater Bombay and other Authorities concerned from time to time.

15. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belong to the Developers and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event, of the Developers obtaining permission from the Municipal Corporation of Greater Bombay for constructing any type of premises on the terrace then the Developers shall be entitled to dispose off such premises proposed to be constructed by them on the terrace together with the terrace to such person at such rate and on such terms as the Developers may deem fit. The Developers shall be entitled in that event to allow use of such entire terrace to the Purchaser of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession of the Allottee of such premises proposed or constructed on the terrace. In the event of the Developers constructing more than one premises on the terrace the Developers will be entitled to dispose off the concerned premises together with the portions of the terrace proportionate to and/or appertenant thereto. The Society and/or the Limited Company or Association of Apartment Owners that may be formed by the Allottees of premises as stated hereafter shall admit as its members the Allottees of such premises that may be proposed or constructed on the terrace with the right to them in the Terrace. In the event of any water storage tank for the Building being constructed on the Terrace then the Society and/or the Limited Company or Association of Apartment Owners as the case may be shall be entitled to depute its representative to go

to the Terrace for the regular check up and up keep and for repairing the tank/tanks at all reasonable time and or during such times as may be mutually agreed upon by the Allottees of such premises on the Terrace and the Society and/or the Limited Company or Association of Apartment Owners as the case may be.

16. The Developers shall have a right until the execution of the Conveyance in favour of the proposed Society or Limited Company or Association of Apartment Owners to make additions to the said building now under construction and to put up additional storeys on the said Building which shall be the property of the Developers and the Developers shall be entitled to deal with and dispose off the same in such manner as they may deem fit.

17. It is specifically agreed that the Purchaser herein shall have no right of any nature whatsoever to object to the Owner, Developers and/or others Authorised by them carrying out any other construction or development work on the said Property described in the First Schedule hereunder written. Even after the said Building is completed and the occupation/possession thereof is handed over to the Allottees of the various premises therein, the Owner, Developers and/or others authorised by them shall have a right to carry out further development work on the said Building and/or on any other part of the said Property. It is expressly agreed and confirmed by the Purchaser that the right of the Owner Developers and/or other authorised by them to construct additional structures on the said Property or to put up additional floors, on the said Building now under construction and/or to develop the said Property in its entirety by construction of such structures as may be permitted by the Municipal Corporation and any other concerning Authorities and to dispose of the premises therein is an integral part of this contract for allotment of the said premises to the Purchaser and the Purchaser will not in any manner object to the development of the said property or the construction of additional Structures on the said property or carrying out of any additional construction work on the said Building. The Owner, the Developers and/or other Developers shall have an unfettered right to allot and/or dispose off the other premises and/or to create other rights in all such additional construction work as also in the unallotted premises in the said Building. The Purchaser hereby agrees to give all facilities to the owner, Developers any other authorised by them to carry out all the additional construction work on the said property and/or the said Building. It is also expressly agreed that the Owner/Developers and/or others authorised by them in that behalf will be entitled to enter into Agreements for Allotment of premises in the said Building and other structures to be put up on the said property with the intending Allottees.

18. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said premises to be allotted to the Purchaser, the Developers shall be at liberty to sell, assign, mortgage, or otherwise deal with or dispose of their right, title or interest in the said Property or in the buildings to be constructed by the Developers.

The Developers shall be free to construct the additional structures like sub station for electricity, Co-operative Societies Office, Co-operative Departmental Stores, temple or place of worship, covered and enclosed garages in open compound, underground and overhead tank structures, watchman cabin, toilet units for domestic servants, septic tank and soak pit as per plans yet to be approved by the Municipal Corporation and the locations of which are not particularly marked upon the ground floor plans or layout plans of the said property. The Purchaser shall not interfere with the rights of Developers by any disputes raised or court injunctions under Section 7 of Maharashtra Ownership Flat Act and/or under any other provision of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser required by the Municipal Corporation or any other State or Central Government or Competent Authority under any law concerning construction of building for implementation of their scheme for development of the said Property.

19. The Purchaser agrees to take possession of the said Premises and to pay total consideration amount to the Developers (including all arrears of the instalments of the consideration amount) in respect thereof within a period of 15 days (time being of the essence of the contract) of the Developers intimating to the Purchaser that the Occupation Certificate and or completion certificate in respect of the said premises in the said Building is obtained by Developers from the Municipal Corporation of Greater Bombay and the said Premises are virtually ready for use and occupation. The Purchaser shall not be entitled to refuse to take possession of the said premises on the plea that the said Building is otherwise not fully completed. The Purchaser shall be liable for payment of Municipal rates, property taxes and all outgoing in respect of the said premises from the date of grant of Occupation Certificate by Municipal Corporation of Greater Bombay, whether or not the Purchaser has taken possession thereof. If the Purchaser fails to make payment of the aforesaid outgoing within the period of 15 days from demand the Developers shall be entitled to terminate this Agreement and to forfeit earnest money and all other instalments of the Consideration amount paid by the Purchaser till then. The rights of the Developers under this Clause is without prejudice to the right of the Developers to terminate this Agreement as provided in Clause 7 hereof.

20. The Developers shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have first lien and charge on the said premises agreed to be allotted to the Purchaser.

21. It is specifically agreed that the Owner and the Developers and the other Developers of the said entire Property described in the First Schedule hereunder written shall be entitled at their option to form one single Co-operative Society, or a Limited Company of all the premises to be constructed on the said property, and to execute and/or to cause the Owner to execute the Con-

veyance in respect of the said Property and the premises therein in favour of such Co-operative Society or a Limited Company. The Owner, the Developers and other Developers shall also their option be entitled to form different Co-operative Societies or Limited Companies for one or more structures or wings of such structures to be constructed on the said Property and to execute or to cause the Owner to execute separate Conveyances in favour of each such Co-operative Society or the Limited Company as the case may be. Such conveyance and/or Conveyances shall however be executed only after the entire property described in the First Schedule hereunder written is fully developed and the Developers shall have allotted all the premises in the properties and received full consideration amounts from the Allottees of all the Premises.

22. So long as the various premises in the said Building shall not be separately assessed for Municipal Property Taxes and water charges and rates and other outgoings the Purchaser shall pay a proportionate share of such taxes, rates and other out-goings mentioned in the Third Schedule assessed on the whole Building, such apportionments by Developers to be on the basis of the area of the premises agreed to be allotted to the Purchaser.

23. The Purchaser shall maintain at his/her/their own costs the said Premises agreed to be allotted to by him/her/them in the same condition, state and order in which, it is delivered to him/her/them and shall abide by all bye-laws, Rules, and Regulations of the Government, Municipal Corporation of Greater Bombay, Bombay Suburban Electric Supply Company Ltd. and any other Authorities and local bodies and of the Co-operative Societies or Limited Companies or Association of Apartment Owners and shall attend to answer and be responsible for all actions and violations of any of the conditions or Rules or Bye-Laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

24. The Purchaser hereby agrees to pay total consideration amounts payable under the terms of this Agreement as and when they become due and payable. Further the Developers are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount or amounts due on the respective due events.

25. The Purchaser hereby covenants with the Developers to pay consideration amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developers indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developers. The Purchaser also agrees and undertakes to give all the facilities to the Owners, the Developers and other Developers to carry out additional construction work on the said Building now under construction and/or to construct additional Buildings and structures on the said Property.

26. The Purchaser agrees and undertakes that in the event of the Developers deciding to form a Co-operative Society or Limited



Company of the Allottees of premises as provided in clause 21 hereinabove then and in such event the Purchaser shall become a member of such Co-operative Society or share holder/debenture holder of such Limited Company in the manner hereinafter appearing AND ALSO from time to time to sign and execute the application for the registration and other papers and documents necessary for the formation and registration of the Society or application for allotment of shares/debenture of the Limited Company including the bye-laws of the proposed Society within ten days of the intimation by the Developers. No objection shall be raised to the charges in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and/or other Competent Authorities in that behalf. The Purchaser shall be bound from time to time to sign all papers and documents and all other deeds as the Developers may require him/her/them to do from time to time for safeguarding the interest of the Developers and other Allottees of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Developers shall so require the Co-operative Society and/or Limited Company as the case may be pass the necessary resolutions confirming the right of the Owner, the Developer and other Developers to carry out additional construction work on the said Building as also to construct additional Buildings and structures on the said Property and also confirming the right of the Developers to allot to other Premises in the Buildings to be constructed on the said Property.

27. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Municipality or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Property and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developers in the proportion in which the area of the said Premises shall bear to the total area of the other premises in the said Building.

28. Without prejudice to the right of the Developers, to transfer the said building to a Limited Company or Co-operative Society as provided in this Agreement the Developers shall also have a right to submit the said Building and the said Property (including additional structures that may be constructed thereon) or portion or portions of the said Property in part or in full to the provisions of the Maharashtra Apartment Ownership Act, 1970 (hereinafter for sake of brevity referred to as MAO Act) and to require the Allottees of the concerned premises to form themselves into an Association of Apartment Owners being a condominium as contemplated under the provisions of the said MAO Act and the Rules framed thereunder. In the event of the Developers determining that the Allottees of various premises should form themselves into an Association of Apartment Owners as contemplated by the said MAO Act, all the Purchasers of the concerned premises shall sign such declarations, agreements, papers and deeds of undertaking as may be required to be signed and executed for enabling the Developers to form and register such an Association

under the provisions of the said MAO Act. The Allottees of premises shall agree to abide by the Rules and Bye-laws of the Condominium as may be prescribed under the provisions of the said MAO Act from time to time. In order to enable the Developers to form such Association, the Purchaser shall give such particulars about himself/herself/themselves as may be required. In that event the Developers and/or the Owner will execute Deed of Apartment in favour of each Allottee of the premises separately conveying the Apartment and the proportionate undivided right/share in the common areas or facilities unto the Allottees of Premises.

29. The Purchaser shall on the execution hereof deposit with the Developers a sum of Rs. 1,000/- towards the Deposits to be made for installation of electric meter and towards the installation of water meter and/or any other deposit to be paid by the Developer to the Municipal Corporation of Greater Bombay and or any other authority or body concerned. The Purchaser shall also on the execution of this Agreement deposit with the Developers a sum of Rs. 1,000/- towards the share and entrance fee of the proposed Co-operative Housing Society or Limited Company or Association and towards the costs, charges and expenses for formation and/or registration of the Co-operative Society, Limited Company or Association as aforesaid. In the event of any additional amount becoming payable in respect of the aforesaid items the Purchaser shall forthwith on demand deposit the difference with the Developers.

30. The Purchaser shall prior to taking possession of the said Premises, pay to the Developers a sum of Rs. 1,000/- which will be held by the Developers as deposit and the Developers shall be entitled to utilise moneys from such deposit towards payment of Municipal taxes and other outgoings in the event of the Purchaser making any default in payment thereof regularly as agreed to herein by him/her/them. After the Society and/or the Company or the Association as aforesaid shall have been formed and the building shall have been transferred and/or conveyed to the Society and/or the Company and/or Association as aforesaid, the Developers shall hand over the said deposit or the balance thereof to such Society or the Limited Company or the Association.

31. The Purchaser shall not without the written permission of the Developers let, sublet, sell, convey, mortgage, charge or in anyway encumber or deal with or dispose off his/her/their Premises nor assign, underlet or part with his/her/their interest under or benefit of this Agreement or any part thereof or in the said Premises until the execution of the Conveyance in favour of the Co-operative Society or a Limited or Association formed by the Allottees of premises or execution of the Deed of Apartment in respect of the said Premises and till the Purchaser shall have paid to the Developers the total consideration amount payable to the Developers.

32. The Purchaser shall permit the Developers and their surveyors and agents with and without workmen and others at all reasonable times to enter upon his/her/their Premises or any part

thereof for the purpose of repairing any part of the building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or servicing or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water and other services to the Premises or any other premises in the said Building in respect whereof the Purchaser or the users or occupier of such other premises as the case may be shall have, committed default in payment of his/her their share of the Municipal Profit, taxes & other outgoings and the electric charges, for electricity consumed by Purchaser.

33. In the event of the Society or the Limited Company or Association being formed and registered before the allotment and disposal by the Developers of all the premises in the said Building as also the completion of construction of additional structures and/or construction of all other Building on the said Property and/or allotment and disposal of premises in all the Buildings and/or the additional structures, the powers and authority of the Society or the Limited Company or an Association so formed or of the Purchaser herein and other Allottees of premises shall be subject to the overall powers of the Developers in any of the matters concerning the said Building, the construction and completion of all the Buildings as also of additional structures and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards any unallotted premises and the allotment thereof.

34. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or for any forbearance for or giving of time to the Purchaser shall not be considered as a waiver on the part of the Developers of any breach or non-compliances of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Developers.

35. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature to the said Premises or any part thereof. The Purchaser shall keep the said Premises, walls, partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said Building so as to provide shelter to and protect the parts of the said Building other than his/her/their premises. The Purchaser shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.

36. After the possession of the said premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Municipality or any other statutory authority, the same shall be carried out by the Allottees of various premises in

the said Building at his/her/their own costs and the Developers shall not be in any manner liable or responsible for the same.

37. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any other part of the said Building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Buildings.

38. After all the Buildings and Premises to be constructed by the Developers and other Developers on the said Property are complete and ready for occupation and after the Society or the Limited Company or Association as aforesaid is registered and only after all the premises in all the Buildings that may be constructed have been allotted and disposed off by the Developers and the other Developers and after they shall have received all dues payable to them under the terms of the Agreements with the various Allottees of premises the Developers provided in clause 21. Until the execution of the Conveyance or shall execute and/or cause the Owner to execute Conveyance as Conveyances the possession of the said Property and all the Buildings and Premises thereon shall be deemed to be of the Developers and/or other Developers as the case may be and the Purchaser who shall have been given possession of the premises allotted to him/her/them shall be merely occupant thereof.

39. The Conveyance and/or Conveyances and other documents for transferring the title shall be prepared by Messrs. Kirit N. Damania & Co. and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the said Property.

40. All costs, charges and expenses in connection with the formation of the Co-operative Society or the Limited Company or the Association of Apartment Owners under the MAO Act 1970 as the case may be, as well as the costs of preparation, engrossing, stamping and registering this Agreement, Conveyance and any other documents required to be executed by the Owner, the Developers or by the Purchaser stamp and registration charges in respect of such documents transferring land and building in favour of Co-operative Society or a Limited Company or of Deed of Apartment in respect of premises as well as the entire professional costs of the Advocates of the Owner and the Developers in preparing and/or approving all such documents shall be borne by the Society or the Limited Company or Association or proportionately by the members of such Society or the Limited Company or by such Association of Apartment Owners. The Owners and the Developers shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses (exclusive of stamp any registration charges and other out of pocket expenses) payable by the Purchaser shall be adjusted by Developers from the deposit of Rs. 1,000/- to be made by Purchaser.

41. The Purchaser shall lodge this Agreement with the Sub-Registrar of Assurances at Bombay and intimate to the Developers the particulars of the number under which the Agreement is lodged for Registration.

42. The Purchaser hereby agrees to pay brokerage at the rate of 2% to Messrs..... on the execution of this Agreement.

42. (a) All letters, circulars, receipts and/or notices issued by the Developers despatched under certificates of posting to the address known to them of the Purchaser will be sufficient proof of the receipts of the same by the Purchaser and shall completely and effectually discharge the Developer. For this purpose the Purchaser has given the following address:

*Jama Masjid Bldg.,  
2/17, Cherao Nagar  
Ghatkopar (W)  
Bombay - 46.*

43. If any disputes or differences arise between the parties hereto or any persons claiming through or from them relating to this Agreement or rights and liabilities of the parties hereto or of any of them hereunder, whether during the continuance of this Agreement or thereafter, except as to what is stated herein as to the decision of the said Developers, the same shall be referred to Arbitration of two Arbitrators one to be appointed by each party. The Arbitration shall be in accordance with and be governed by the provisions of the Arbitration Act 1940, or any statutory modification or re-enactment thereof for the time being in force. Provided always that if any dispute, difference or question at any time hereafter arises between the parties hereto or their representatives in respect of the construction of the buildings or concerning anything herein contained relating to building or arising out the specifications, designs, quality of construction, change in plans, scope of work, the same shall be referred to the Sole Arbitration of the Architect of the Developer whose decision in the matters referred to him shall be final and binding on the parties hereto.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces of land hereditaments and premises situate lying and being at Lal Bahadur Shastri Marg, Ghatkopar in Greater Bombay in the Registration District and Sub-District of Bombay City and suburban containing by admeasurement 66,118 square metres or thereabouts and bearing Survey Nos. 21 part 32, 49 (part) 150 (part), 151 (part), 154 (part), 155 (part), 136 (part), 157 (part), 159 and 160 (part) of the Village Ghatkopar,

## THE SECOND SCHEDULE ABOVE REFERRED TO

### BUILDINGS :

- (a) The Building shall be of R.C.C. framed structure with R.C.C. footings, columns, beams, slabs, chhajas, staircases etc.

### DOOR SHUTTERS :

- (a) The main doors of all the flats will be panelled wooden shutters having necessary sturdy fittings of oxidised iron hinges aldrops, handles and tower bolts.
- (b) Internal doors shall be of teak wood battens and block board or plywood panelled doors, with necessary fittings of handles baby latch and tower bolts.
- (c) W.C. and bath doors shall be of teak wood battens and panells with glass vision panel of top and necessary fittings of baby latch and handles.

### WINDOW SHUTTERS :

- (a) All windows shall be of teak wooden battens with figured or plain glass and necessary fittings of oxidised iron hinges, tower bolts and handles and fittings.
- (b) W.C. windows will be of glass louvered type with safety bar arrangement.
- (c) Ground floor windows will have safely bar arrangement.

### STAIRCASES :

Staircase shall be provided with cement concrete pre-cast Grills Staircase steps shall be precast cement finished with red oxide colour or polished stone steps and rise finished smooth. Staircase landings and mid landings shall be provided with broken mosaic tiles set in red or green colour.

- (a) All living and kitchen rooms and passages shall be provided with grey cement mosaic tiles.
- (b) W.C. shall have white glazed tile paving.
- (c) Bath with polished shahabad or kota or tandoor tile flooring.
- (d) The dado for bath and W.C. shall be of 6" x 6" white glazed tiles for 3'-6" and 2'-0 heights respectively.

### KITCHEN PLATFORM :

6' long kitchen platform with two shelves arrangement below in precast cement concrete with marble mosaic chips cast-in-situ finish with cement tile dado upto 1'-8" height on front and sides of platform.

**LOFT :**

R.C.C. precast lofts will be provided for about 12 sq. ft. are for storage.

**WATER SUPPLY SYSTEM :**

For supply of water, a system of pilot over-head storage tanks along with centralised underground storage tank in groups shall be provided as per Municipal Rules and Regulations with specified pumping arrangements.

All plumbing work inside flat shall be open type as per rules of B.M.C.

**PLUMBING FIXTURES :**

A 23" Indian Type W.C. with low level flush valve push type or high level cast iron flushing cistern in W.C. as per the rules of B.M.C. Bath room shall have a tap for domestic water supply from over-head water tank.

**PLASTER FINISH :**

The inside of the building will have neero finish plaster with lime colour wash to walls and outside of the building will have sand-faced plaster with two coat cement paint.

**ELECTRIFICATIONS :**

All electric work shall be carried as per the rules and regulations of B.S.E.S.

All wiring shall be of open type and with aluminium conductors. Adequate light points, fan points, power points, etc. with separate meter for each flat shall be provided. The necessary light points for staircase landing shall be provided.

**OTHER AMENITIES :**

The fencing will be provided along with the boundary of the plot with necessary M. S. Gates.

All flats shall be provided with number plates. One lift of 6 persons capacity for buildings of Ground 6 upper and two lifts of 6 persons for buildings of more than 80 ft. height.

Fire fighting requirements as per CFO's NOC.

**THE THIRD SCHEDULE ABOVE REFERRED TO.**

- (1) The expenses of maintaining, repairing, redecorating etc. of main structure and in particular the roof, gutters and rain water pipes, gas pipes and electric wires in under or upon the building and enjoyed or used, by Purchases, in common with the other occupiers of the building and the main entrances, passages, landings and staircases of the building as enjoyed by the purchasers or used by them in common as aforesaid and the boundary walls of the building, compounds, terraces etc.
- (2) The cost of cleaning and lighting the passages, landing staircases and other parts of the building so enjoyed or used by the purchaser in common with other occupiers of the bldg.
- (3) The cost of painting the exterior of the building and other common utility areas.
- (4) The cost of the salaries of managers, clerks, bill collectors, Chowkidars, Sweepers etc.
- (5) The cost of working and maintenance of lifts, if any, water pumps and other staircase and compound lights and yearly service charges.
- (6) Municipal and other property taxes and levies of like nature.
- (7) Insurance of the building.
- (8) Prorata cost of maintenance of the internal access roads, footpaths and common facilities of Damodar Park.
- (9) Prorata cost of maintenance of the 15% garden provided.
- (10) Non agricultural tax payable to the Government of Maharashtra Revenue Department.
- (11) Such other expenses as are necessary or incidental for the maintenance and upkeep of the scheme.



WITNESS WHEREOF THE PARTIES SIGNING HAVE SET THEIR HANDS AND SEALS OF OFFICE AND THIS DEED OF CONTRIBUTION WRITTEN

SIGNED, SEALED AND DELIVERED by the PARTNER of  
M/s. PARUL ENTERPRISES

Shri C. D. SHAIKH

*[Signature]*  
Partner

in the presence of

*[Signature]*

SIGNED, SEALED AND DELIVERED by the WITHINNAMED

Shri/Smt/Msrs. ZAHIDA BEGUM

*[Signature]*

ZAHIR KHAN

in the presence of

*[Signature]*

As per your letter dated 1-12-86

3rd D No. 6

Mr. Milan Kumar Jaidukhlal Jajani 4

Mr. Amit Kumar Jaidukhlal Jajani

Block No. 6, Wing No. 4,

149/156, Gandia Nagar,

Ghatkoper (East),

Bombay - 400 079.

For Parul Enterprise

*[Signature]*  
Partner

1-12-86

## EXHIBIT 'A'

## KIRIT N. DAMANIA &amp; CO.

Advocates and Solicitors

Kirit N. Damania, LLB.,  
Solicitor

Telephone :  
Office : 25 81 94  
Residence : 38 85 43

Res :

113, Rewa Apartments,  
T. G. Pavillion Compound,  
Bhulabhai Desai Road,  
Bombay-400 026.

Off :  
Botawala Building, 2nd Floor.  
71-73, Apollo Street, Fort.  
Bombay-400 023.

Re: Property at Lal Bahadur Shastri Marg, Ghatkopar in Greater Bombay in the registration district and Sub-district of Bombay City and suburban bearing Survey Nos. 21 (Part), 32, 49 (Part), 150 (Part) 151 (Part), 154 (Part), 155 (Part), 156 (Part) 157 (Part), 159 and 160 (Part) of Village-Ghatkopar and admeasuring 66, 118 square meters or thereabouts belonging to The Podar Mills Limited.

THIS IS TO CERTIFY that we have investigated the title of the Owners, The Podar Mills Limited to the above property and have found the same to be clear and marketable subject to the subsisting Equitable Mortgage by deposit of title deeds created by the Owners in favour of the State Bank of India as security for the Banking facilities granted by the said Bank to the Owners. By its letter No. CB:SSR:CAC:GSS:01809 dated 20th May, 1979 the State Bank of India have agreed to the disposal of the said property by the Owners as therein mentioned. We certify that in view of the said letter the Owners are entitled to enter into Agreement with any person for development of the said property and/or portions thereof with right to the Developer to allot on Ownership basis flats and premises in the Buildings that may be constructed by the Developer on the said property. We further certify that by an Agreement dated 31st October, 1979, the Owners have permitted Messrs. PARUL ENTERPRISE to develop a portion of the above property and by another Agreement dated 15th January, 1980 the Owners have permitted Messrs. Parul Enterprise to develop the remaining portion of the said Property. Thus Messrs. Parul Enterprise are entitled to develop the said property.

Bombay, Dated this 19th day of July, 1980.

for KIRIT N. DAMANIA & CO.

PROPRIETOR,  
ADVOCATES AND SOLICITORS.

**PARUL ENTERPRISE**

312, Maker Building III,

21, New Marine Lines

BOMBAY-400 020.

To

Srri/Smt./Messrs. ....

Address .....

Ghatkopar (W)

Phone : Office : ..... Resi. ....

Gram : .....

**AGREEMENT FOR ALLOTMENT**

Of Flat/Shop/Open Parking Place/Covered Parking  
Place Below Stilt / Covered Garage / Enclosed

Garage Bearing No. ....

on ..... Floor in Wing .....

of the Building Bearing No. ....

in the Layout of :

**DAMODAR PARK**

Lal Bahadur Shastri Marg,

Ghatkopar (West),

BOMBAY.

**KIRIT N. DAMANIA & COMPANY**

Advocates & Solicitors

1113, Raheja Centre,

Nariman Point,

BOMBAY-400 021.

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