

CASE NO... 22295.

General Stamp Office
Town Hall, Fort,
BOMBAY -400 023.

P. 3/3

PAI MENT O R D E R

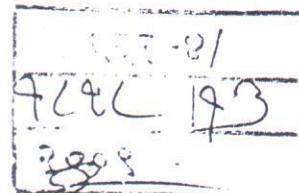
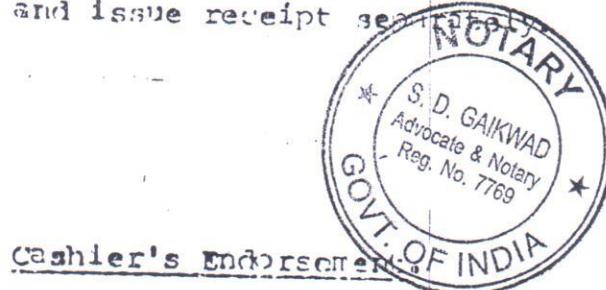
Accept Rs. 7290/-

D. C. Doshi



being payment of stamp duty/Penalty in case no.

and issue receipt see



Cashier's Endorsement

copy. stamp of ~~TRUE COPY~~
ATTESTED BY ME

315/201
GAIKWAD

S. D. GAIKWAD
Advocate & Notary
Reg. No. 7769
Akhur CHS.,
Best Marg,
Goregaon (W.), MUMBAI - 400 104.

(वि नि वंशु क्र. १) (F. n. R. Form No. 1)

पूछ प्रह [अहसासितरणीय]
ORIGINAL COPY [NOT TRANSFERABLE]

शासनात केलेल्या प्रदानाची उक्ती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place

Bombay

दिनांक/Date

27/3/93

198

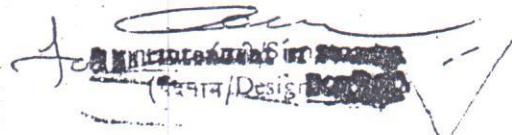
Received from.

र./Rs.

D. C. Doshi :..... याच्याकडून/
7290/- रुपयां दाखला फुला.

on account of two hundred ninety only,

रोकागाल ये देखापाल
Cashier or Accountant



(HB)

4512288

Receipt No. Date 27-3
No. 22295 1930
GENERAL STAMP OFFICE
Bombay 201595



RECEIVED FROM

D. C. Doshi

Duty Rupees 704/- Seven Thousand
Four Only

CERTIFIED under Sec. 11 of the Bombay Stamp
Act, 1958, that the proper stamp duty Rupees 704/-
SEVEN THOUSAND FOUR
only and penalty Rupees 25/- Two
hundred and fifty only
have been paid in respect of the instrument.

25 (C)



COLLECTOR

सहपत्र नों पात्र अले नाही

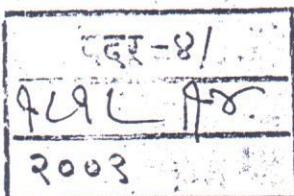
ARTICLES OF AGREEMENT made at Bombay this 22nd
day of April, in the Christian Year One Thousand Nine Hundred
and Eighty One BETWEEN MESSRS PADMAVATI DEVELOPERS, a registered
partnership firm having its Office at 50, Ashok Chambers, Devji Ratnshi
Marg, Bombay 400 009 hereinafter called the "DEVELOPERS" (which expression
shall, unless it be repugnant to the context or meaning thereof, mean
and include the partner or partners for the time being of the said firm, the
survivor or survivors of them and the heirs, executors, administrators of such
survivor their his or her assigns) of the one part and MR./MRS./MESSRS.

Mr. Dinesh C. Doshi

131 Eira bally

Chetty ST

Mudrus - 1

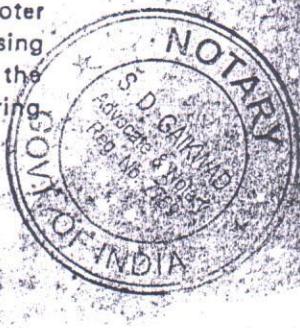
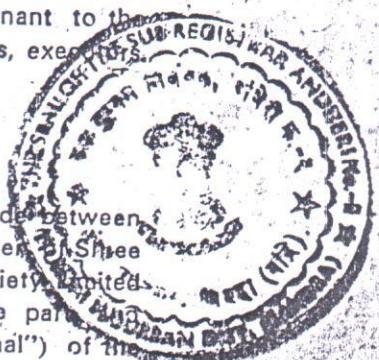


of Bombay Hindu/Christian/Muslim Indian Inhabitants hereinafter called the
"PURCHASERS" (which expression shall, unless it be repugnant to the
context or meaning thereof, mean and include his/her/their heirs, executors
and administrators) of the other part.

WHEREAS:

- (a) By an Agreement dated 27th day of April, 1981 and made between VINOD PARSHURAM MAHAJAN the former Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Limited (proposed) (Unit No. 616 to 620) of the one part and Shri Laxmichand Keshavji (hereinafter called the "Original") of the other part the said Vinod Parshuram Mahajan resigned as the Promoter of Shree Swami Samarth Prasanna Co-operative Housing and appointed in his place the original promoter as the promoter of the said Shree Swami Samarth Prasanna Co-operative Housing Society Limited (proposed) Unit No. 616 to 320 in respect of the layout and plot No. 52, 53 and 54 being portion of land bearing

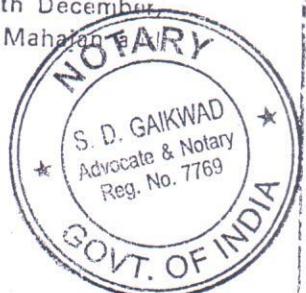
1



Plot No. 41 (part) situated at Village Oshivara in the Registration District and Sub-District of Bombay City and Bombay Suburban and described in the Fifth Schedule thereunder written being the same as the lands described in the First Schedule hereunder written upon and subject to the terms and conditions therein contained.

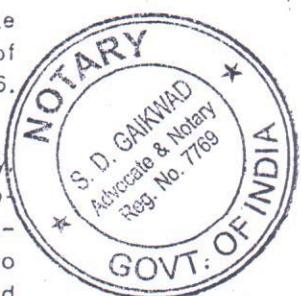
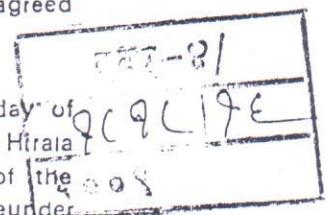
In the said Agreement dated 27th day of April, 1981 the said Vinod Parshuram Mahajan agreed to transfer to the Original promoter the benefit and burden of the Agreement for sale dated 5th December, 1975 read with an Agreement of modification dated 8th February, 1979 and an Agreement of Second modification dated 21st October, 1980 all made between Oshivara Land Development Co. Pvt. Ltd. of the one part and the said Vinod Parshuram Mahajan of the other part as also the benefits and burden of the package Deal Agreement dated 5th December, 1975 made between the said Vinod Parshuram Mahajan of the one part and Messrs. Samartha Development Corporation of the other part.

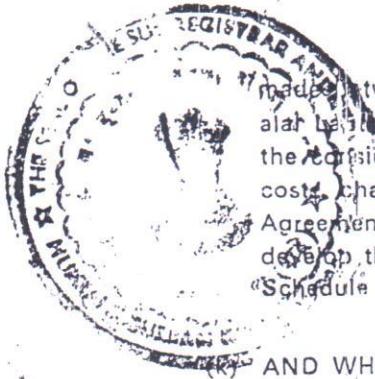
- (c) The said Messrs. Samartha Development Corporation having at the request of the said Vinod Parshuram Mahajan and in pursuance of its obligation under the said package Deal Agreement dated 5th December, 1975 paid to the said Oshivara Land Development Co. Pvt. Ltd. the full consideration amount being in respect of the land situated at Village Oshivara admeasuring 6,00,000 sq.yds. of which the said plot of land described in the First Schedule hereunder written forms a part and in time of such payment was given by the said Vinod Parshuram Mahajan to the promoter.
- (d) The said Messrs. Samartha Development Corporation has incurred expenses for Development of the said plot of land described in the First Schedule hereunder written inter alia comprising of the construction of the approach road and partial filling of the land and due intimation thereto was given by the said Vinod Parshuram Mahajan to the Promoter and by the said Agreement bearing even date the Promoter undertook the responsibility of payment to the said Messrs. Samartha Development Corporation in addition to such amount as may be agreed between the said firm and the promoter in respect of the land cost appertaining to the said plots of land described in the First Schedule hereunder written such share or part of the said land development expenses as may be agreed between the said firm and the Promoter.
- (e) The Original Promoter agreed to appoint M/s. Hiralal Lalitkumar & Co. as the Developers on package deal basis for the development of the said plots of land bearing plot No. 52, 53 and 54 situated lying and being Oshivara and more particularly described in the Schedule thereunder written being the same as described in the First Schedule hereunder written by construction of buildings thereon subject to the condition that the said M/s. Hiralal Lalitkumar & Co. will pay to the said Messrs. Samartha Development Corporation in respect of the land costs and development expenses incurred by the said Messrs. Samartha Development Corporation for cancellation of the package Deal Agreement dated 5th December, 1975 and made between the said Vinod Parshuram Mahajan



the said Messrs. Samartha Development Corporation.

- (f) By a package Deal Agreement dated 27th day of April, 1981 and made between the said Original Promoter of the one part and the said M/s. Hiralal Lalitkumar & Co. of the other part, the Original Promoter irrevocably agreed to allow and permit the said M/s. Hiralal Lalitkumar & Co. to develop the said plots more particularly described in the Schedule hereunder written as agreed the same as in the First Schedule hereunder written and/or sale and/or allot units, tenements, flats and/or other premises to any prospective purchaser and the purchaser on such terms and conditions and for such price as the Developers may deem fit at or for the consideration of and on the terms and conditions therein contained.
- (g) By a tripartite Agreement also dated 27th day of April, 1981 and made between the Original Promoter of the First part, the said Messrs. Samartha Development Corporation of the Second part and the said M/s. Hiralal Lalitkumar & Co. of the Third part the said Messrs. Samartha Development Corporation agreed to cancel the said package Deal Agreement dated 5th December, 1975 and made between the said Virod Parshuram Mahajan and the said Messrs. Samartha Development Corporation and also agreed to accept the consideration as proportionate cost of land development charges and/or consideration for cancellation of the said package Deal Agreement and permit the said Original Promoter and/or M/s Hiralal Lalitkumar & Co. to develop the said plot more particularly described in the First Schedule hereunder written as agreed therein.
- (h) Pursuant to the said package Deal Agreement dated 27th day of April, 1981 the Original Promoter placed the said M/s. Hiralal Lalitkumar & Co. in quiet, vacant and peaceful possession of the said plots more particularly described in the First Schedule hereunder written with full right, absolute authority and good power to develop the same in consonance with and/or in accordance with permission for development dated 11th November, 1979 and issued by the State of Maharashtra under the powers conferred under sub-section (1) of Section 21 of the Urban Land (Ceiling and Regulation) Act, 1976.
- (i) The said Original Promoter by an Agreement dated 25th day of May, 1981 resigned as Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Ltd. (proposed) (Unit No. 620) appointing Shri Mahendra Tejaji Shah as Promoter (hereinafter referred to as the Promoter) thereof on the same terms and conditions and subject to the said package Deal Agreement dated 27th of April, 1981 and made between the said Original Promoter of the one part and the said M/s. Hiralal Lalitkumar and Co. of the other part.
- (j) By another Tripartite Agreement dated 25th day of May, 1981 and made between the said Promoter of the First Part, M/s. Padmavati Developers of the Second part and the Developers herein of the Third part, the said M/s. Hiralal Lalitkumar and Co. agreed to cancel the said Tripartite Agreement dated 27th day of April, 1981 and





made between the Original Promoter of the one part and M/s. Hir-alah Lalitumar and Co. of the other part and also agreed to accept the consideration as and by way of reimbursement and proportionate costs charges and expenses for cancellation of the said Tripartite Agreement and allow and permit the Promoter and/or Developers to develop the said plot more particularly described in the Second Schedule hereunder written as agreed therein.

AND WHEREAS by a package Deal Agreement dated 25th day of May, 1981 the Promoter irrevocably agreed to allow and permit the Developers to develop the said plot more particularly described in the Schedule thereto written being the same as described in the Second Schedule hereunder written and/or allot unit and/or units tenements, flats and/or other premises of any prospective purchaser and/or purchasers on such terms and conditions and for such price as the Developers may deem fit on the terms and conditions therein contained.

- (I) Pursuant to the said package Deal Agreement dated 25th Day of May, 1981 the Promoter placed the Developers in quiet, vacant and peaceful possession of the said plot more particularly described in the Second Schedule with full right, absolute Authority and good power to develop the same in consonance with and/or in accordance with the permission of development dated 12th day of November, 1979 and issued by state of Maharashtra under the powers conferred under sub section (i) of Section 21 of the Urban Land (Ceiling & Regulation Act, 1976).

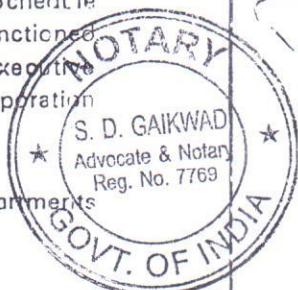
(m) The layout sanctioning of the said Plot bearing plot No. 54 was sanctioned on the 8th April 1981 and the building plans for construction of the proposed building on the said plots and I. O. D. and works commencement certificates were issued on the 13th April 1981 under proposal No. CE/9920/BSII/AK. of 1981 by the Executive Engineer (Building proposals) K "Ward of the Municipal Corporation of Greater Bombay.

- (n) The Developers have started construction of the proposed building to be known as "Padmavati Apartments" being Building on the said plot and more particularly described in the Second Schedule hereunder written under the sanctioned building plans sanctioned under No. 9920/ BS II/ AK/ on the 13 April, 1981 by the Executive Engineer (Building Proposals) K Ward of the Municipal Corporation of Greater Bombay.

The said proposed building to be known as "Padmavati Apartments" being Building is now under construction.

- (p) The Developers have informed the Purchaser and the Purchaser is aware of the terms and conditions of :--

 - i) Agreement for sale dated 5th December, 1975 made between Oshivara Land Development Co, Pvt. Ltd. and Vinod Parshuram Mahajan.
 - ii) Package Deal Agreement dated 5th December, 1975 and made



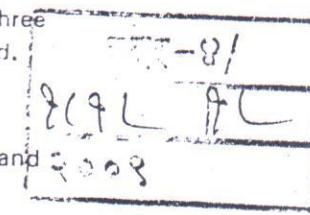
between Vinod Parshuram Mahajan and Messrs. Samartha Development Corporation.



- iii) Agreement of modification dated 9th February, 1981 and made between Oshivara Land Development Co. Pvt. Ltd. and Vinod Parshuram Mahajan.
- iv) Agreement of Second Modification dated 21st October, 1980 and made between Vinod Parshuram Mahajan and Oshivara Land Development Co. Pvt. Ltd.
- v) Agreement dated 27th day of April, 1981 and made between Vinod Parshuram Mahajan and Original Promoter appointing Original Promoter as the Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) (Unit No. 616 to 620.)
- vi) Package Deal Agreement dated 27th day of April, 1981, made between Original Promoter and M/s. Hiralal Lalitkumar & Co.
- vii) Agreement dated 27th day of April, 1981 and made between Original Promoter, Messrs. Samarth Development Corporation and the said M/s. Hiralal Lalitkumar and Co.
- viii) Agreement dated 27th day of April, 1981, and made between Original Promoter and M/s. Hiralal Lalitkumar and Co.
- ix) Agreement dated 25th day of May, 1981 and made between Shri Laxmichand Keshavji and Shri Mahendra Tejshi Shah appointing Shri Mahendra Tejshi Shah as the Promoter of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) (Unit No. 620)
- x) Package Deal Agreement dated 25th day of May, 1981, and made between Promoter and the Developers.
- xi) Tripartite Agreement dated 25th day of May, 1981, and made between the said Promoter M/s. Hiralal Lalitkumar & Co. and Developers.

D. Shah
D.
And the Developers have handed over copies of the aforesaid documents and copies of the sanctioned layout and sanctioned plans in respect of the said Plot No. 54 more particularly described in the Second Schedule hereunder written (hereinafter referred to as the said property") to the Purchaser herein and the Purchaser has perused the contents and effects thereof

- q) The purchaser has been furnished with copies of the documents as set out in Rule 4 of the Maharashtra Ownership Flats Regulation and the promotion of construction etc. Rules 1964 (hereinafter referred to as "the said Rules") including those hereinabove recited which the purchaser do hereby admit and confirm.





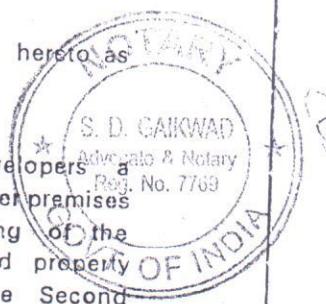
(i) The title of the said Oshivara Land Development Co. Pvt. Ltd. to the said property has been duly certified by Messrs. Mahimtura & Co., Advocates & Solicitors, by the certificate of title a copy whereof is hereto reproduced.

The Developers will sell the various units, tenements, flats and/or other premises in the said proposed building or constructed on the said property on what is popularly known as "Ownership Basis" with a view ultimately that the various purchasers of such units, tenements, flats, and/or premises (hereinafter for brevity's sake referred to collectively as "the premise in the said building or buildings should be made members of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) Unit No. 620 is to be known as "Padmavati Apartments" Co-operative Housing Society Limited (proposed) as the said Promoter and the Co-promoter may incorporate, form or register in respect of the said property under the Maharashtra Co-operative Societies Act, 1960 and upon each of the Purchasers of the premises in the said Building or Buildings paying in full the amounts payable by him/her/them to the Developers for the purchaser of the said premises in such building or buildings with all covenants and conditions to be observed and performed described by each of the said Promoter or purchasers with the Developers being performed the Developers shall cause the said property to be conveyed to such registered and/or incorporated society.

(ii) The Developers have agreed to sell and/or allot premises No. 2 on the 6th floor B wing of the Building known as "Padmavati Apartments" on the said property bearing plot No. 54 and more particularly described in the Second Schedule hereunder written and shown on the plan hereto annexed at or for the price and on the terms and conditions hereinafter contained.

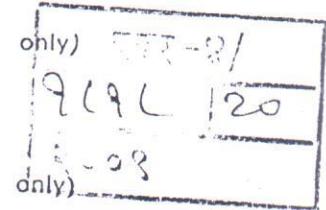
NOW IT IS HEREBY AGREED by and between the parties hereto as follows :—

1. The Purchaser hereby agrees to purchase from the Developers premises being flat/ shop/ garage/ car parking space and other premises No. 2 on the 6th floor B wing of the buildings known as "Padmavati Apartments" on the said property bearing Plot No. 54 and more particularly described in the Second Schedule hereunder written and shown on the plan thereof hereto annexed (hereinafter for the brevity's sake referred to as "the said premises") in the proposed building under construction at Oshivara in the Registration District and Sub-District of Bombay City and Suburban and more particular described in the Second Schedule hereunder written (hereinafter referred to as the said property) at or for the price of Rs. 2,16,000/- Rupees Two Lakh Sixteen thousand/- The said purchase price shall be paid by the purchaser to the Developers in the following manner :—



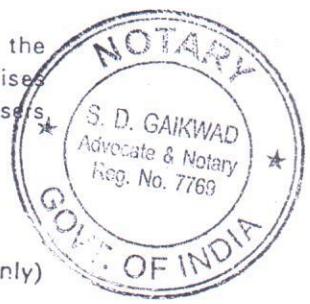
a) Rs. 2,16,000/- (Rupees Two Lacs Sixteen Thousand only) as earnest money or deposit on the execution of this Agreement (the payment and receipt whereof the Developers do hereby admit and release the Purchasers).

b) Rs.	(Rupees	on	day of	198
c) Rs.	(Rupees	on	day of	198
d) Rs.	(Rupees	on	day of	198
e) Rs.	(Rupees	on	day of	198
f) Rs.	(Rupees	on	day of	198
g) Rs.	(Rupees	on	day of	198
h) Rs.	(Rupees	on	day of	198
i) Rs.	(Rupees	on	day of	198

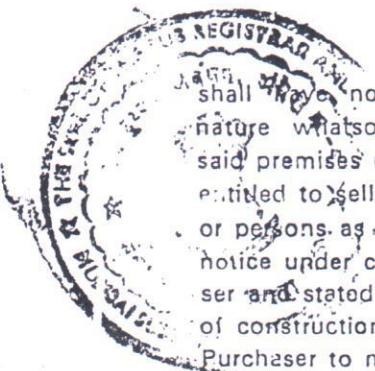


On the completion of the Construction of the said premises on possession of the said premises being offered to be handed over to the Purchasers by the Developers.

Total Rs. 2,16,000/- (Rupees Two Lacs Sixteen Thousand only)



2. The premises purchaser shall pay the aforesaid amount as aforesaid on the respective due dates, without fail and without any delay or default as time in respect of each such payment is of the essence of the contract and any delay in payment shall automatically make this Agreement null and void and/or terminated and/or put an end to and the amount of earnest and all other amounts paid by the Purchaser to the Developers shall be treated and stand forfeited to the Developers and the Purchaser

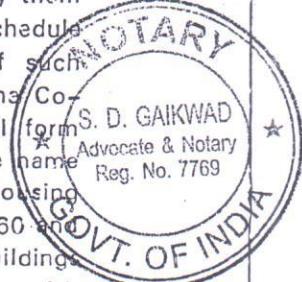


shall have no right, title or interest or demand or dispute of any nature whatsoever either against the said building or against the said premises or against the said property, and the Developers shall be entitled to sell and/or dispose of the said premises to any other person or persons as they may desire. The Developers shall give seven days notice under certificate of posting at the address given by the purchaser and stated in the Agreement informing him/her/them that the items of construction as stated hereinabove is completed and calling upon the Purchaser to make payment of the instalment due and the purchaser shall within seven days of the date of transmission of the said notice make payment of the instalment due to the Developers at their office without any delay or default. The decision of the Developers as to the completion of the items of construction will be final and binding and conclusive and the Purchaser shall not be entitled to object to the same. However, the Developers shall keep a certificate of their Architects, M/s. G. M. Belkar, Chartered Architects, certifying the completion of the item of construction at their office and which will be open for inspection by the Purchaser during office hours if the Purchaser desires to do so. It is expressly agreed that non-delivery or less of letter of intimation demanding the instalments by the Developers will not be treated as a ground for non-payment or default by the Purchaser in payment of the instalments.

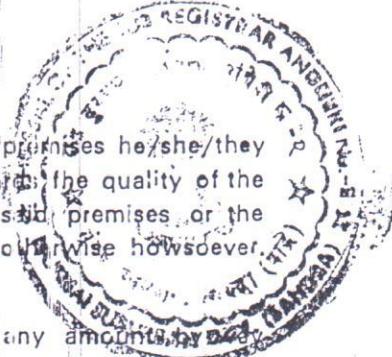
3. The Developers have handed over to the Purchaser before execution of this Agreement the certificate of title of Messrs. Mahimtura & Co. Advocates and Solicitors, and the Purchaser has accepted the same and the Purchaser agrees not to raise any objection or dispute as to the Developers and/or the said Oshivara Land Development Co. Pvt. Ltd's title to the said property.

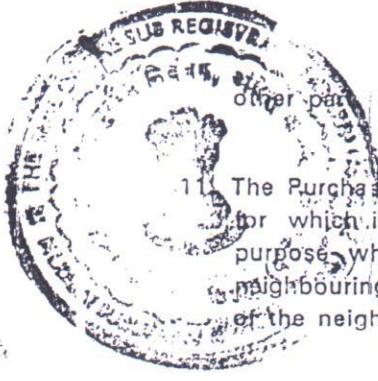
4. The Developers sell all the premises intended to be constructed by them on the said property more particularly described in the First Schedule hereunder written with a view ultimately that the Purchaser of such premises and the members of Shree Swami Samarth Prasanna Co-operative Housing Society Lt. (proposed) (Unit No. 620) shall form S. D. GAIKWAD Advocate & Notary Reg. No. 7769 themselves into a registered Co-operative Housing Society in the name of "Padmavati Apartments" Shree Swami Samarth Co-operative Housing Society Ltd. under the Maharashtra Co-operative Societies Act, 1960 and upon various Purchasers of the premises in such building or buildings paying in full the respective dues payable by them and complying with the terms and conditions of their respective agreements with the Developers shall cause the said Oshivara Land Development Co. Pvt. Ltd. and the said Promoter and/or the said Co-Promoter to convey their right title and interest in the said property more particularly described in the Second Schedule hereunder written in favour of the said Society.

5. It is agreed that the possession of the said premises shall be handed over by the Developers to the Purchaser on the same being ready for use and occupation by the day of 198 provided that the Developers have received by then the full purchase price of the said premises and that the building material, labour and other items required for the construction are available and no act of God and/or strike, civil commotion or war has disturbed the Schedule of construction of the Developers.



6. Upon the Purchaser taking possession of the said premises he/she/they shall have no claim against the Developers as regards the quality of the Building material used in the construction of the said premises or the nature of the construction of the said premises or otherwise howsoever.
7. The Purchaser hereby agrees that in the event of any amount of premium or security deposit being payable to the Municipal Corporation, Greater Bombay or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water and electricity connection or any other tax or payment of a similar nature becoming payable by the Developers in proportion to the area of the said premises and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser.
8. Upon possession of the said premises being delivered to the Purchaser he/she/they shall be entitled to use and occupy the said premises and shall have no claim against the Developers in respect of any item of work in the said premises which may be alleged not to have been carried out or completed by the Developers.
9. The Purchaser agrees and binds himself/herself/themselves to pay regularly every month, by the 5th day of each month, to the Developers until the said land described in the First Schedule hereunder written is executed to favour of a Co-operative Housing Society or Limited Company as the case may be the proportionate share that may be decided by the Developers or such Co-operatives Housing Society or Limited Company as the case may be for (a) insurance premium (b) all Municipal and other taxes and outgoings that may, from time to time, be levied against the said land and/or building and water charges or water taxes and (c) all outgoings for the maintenance and Management of the building common lights and other outgoings incurred in connection with the said property. The Purchaser shall keep deposited with the Developers before taking possession of the said premises a sum of Rs. 500/- (Rupees five hundred only) as deposit towards the aforesaid payments and/or expenses. The said sum shall not carry interest and will remain with the Developers until a conveyance is executed in favour of a Co-operative Housing Society as aforesaid and the said deposit with balance thereof shall then be paid over to the Co-operative Housing Society after deducting thereout the proportionate share of the outgoings and other expenses as aforesaid which the Purchaser may have failed to pay.
10. On the execution of these presents the purchaser has paid to the Developers (i) a sum of Rs. 250/- (Rupees Two hundred fifty only) towards the share money (ii) Rs. 1/- (Rupee one only) as entrance fee and (iii) Rs. (Rupees only) as maintenance and administration charges and the said Shree Swami Samarth Prasanna Co-operative Housing Society Limited (proposed) (Unit No. 620) and the said sums and/or amounts will be paid by the Developers to the said Promoter of the said Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) (Unit No. 620) as agreed under the said Agreement dated the 25th day of May, 1981 and made between the said Promoter of the one part and the Developers of the





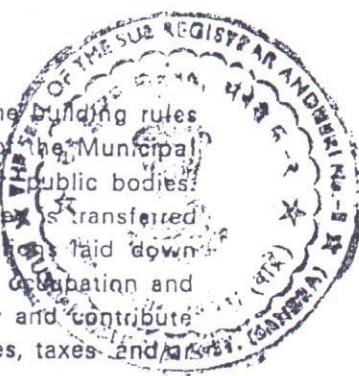
11. The Purchaser will not use the said premises for any purpose other than for which it is allotted and not to use the said premises for any purpose which may or is likely to cause nuisance or annoyance to the neighbouring occupiers in the said buildings or the owners or occupiers of the neighbouring properties or for any illegal or immoral purpose.
12. The fixtures, fittings and amenities to be provided in the said premises and the materials to be used in the said construction and the specifications of the further constructions are these as set out in the Second Schedule hereunder written and the Purchaser has satisfied himself/herself/themselves about the design of the said proposed building.
13. The Purchaser shall from the date of his/her their taking possession of the said premises maintain the same at his/her/their own cost in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, the staircase and common passages which may be against the rules and byelaws of the Municipal Corporation of Greater Bombay or any other authority and, nor shall the Purchaser change later or make addition to or to the said building or the said premises or any part thereof. The Purchaser shall be responsible for any breach of this provision.
14. The Purchaser shall not let, sublet, sell, transfer, assign or part with his/her/their interest under or benefit of this Agreement or part with possession of the said premises without the prior permission in writing of the Developers.

1127C9L232008

R
15. Prior to the execution of these presents the Purchaser has read and understood the contents of the said order dated 12th November 1979 passed by the Government of Maharashtra and the Purchaser represented to the Developers that he/she/they is/are the persons entitled to and/or eligible to be allotted the said premises under the said order.
16. The Purchaser and the persons to whom the said premises is permitted to be transferred shall from time to time sign all applications papers and documents and to all acts, deeds and things, as the Developers and/or the Co-operative Housing Society as the case may be required for safeguarding the interest of the Developers and/or the Purchasers and other Purchasers in the said property more particularly described in the Second Schedule hereunder written.
17. The Purchaser and the persons to whom the said premises is transferred shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the said Shree Swami Samarth Prasanna Co-operative Housing Society Limited (proposed) (Unit No. 620) and "Padmavati Apartments". Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) and the addition alterations or amend-

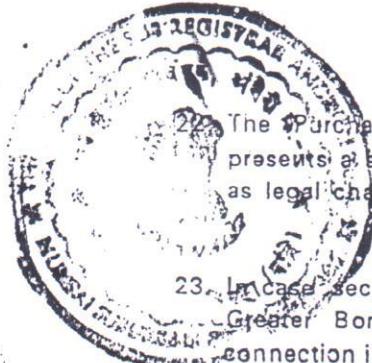
ments thereof for the observance and carrying out of the building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Bombay and other local and/or public bodies. The Purchaser and the person to whom the said premises is transferred shall observe and perform all the stipulations and conditions laid down by such Co-operative Housing Society regarding the occupation and use of the said premises and the said land and shall pay and contribute regularly and punctually towards the ground rent, cesses, taxes and other expenses and all other outgoings.

18. The Purchaser herein along with other Purchaser who may make or who may have taken the other premises in the said building or buildings which may be constructed on the said property more particularly described in the Second Schedule hereunder written shall join themselves in the said Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) (Unit No. 620) and/or "Padmavati Apartments" Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) or such other society as the said Promoter and/or the said Co-Promoter may from time to time form, incorporate or register and the right of the Purchaser of the premises will be recognised and regulated by the provisions of the said Co-operative Society and the rules and regulations framed by them thereunder and also the agreement or agreements, thereof.
19. On receipt by the Developers of the full payment of the amount due and payable to them by the Purchasers of all other premises the Developers shall cause the said Promoter and/or the said Co-Promoter and/or Oshivara Land Development Co. Pvt. Ltd. to form and register or incorporate a Co-operative Society subject to the rights of the Developers under these presents and the conveyance to be executed in pursuance thereof when the Co-operative Society is registered or incorporated or formed, as the case may be, and all the amounts due and payable to the Developers are paid in full as aforesaid, the Developers shall cause to be executed such Conveyance in favour of such Co-operative Society.
20. Messrs. Mahintura & Co. Advocates and Solicitors of the Developers shall prepare the conveyance and all other documents to be executed in pursuance of these presents as also the bye-laws in connection with Co-operative Society and all the costs, charges and expenses including stamp duty registration charges and other expenses in connection with the preparation and execution of the conveyance and all other documents and the formation or registration or incorporation of the Co-operative Society shall be borne and paid by all the Purchasers of the said premises in the said property in proportion to the respective areas of the respective premises.
21. The Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser will lodge this agreement for registration and the Developers will attend in sub-Registry and admit execution thereof after the Purchaser informs them the number under which it is lodged by the Purchaser.



128

20 X



22. The Purchaser shall pay simultaneously on the execution of these presents a sum of Rs.200/- (Rupees two hundred only) to Developers as legal charges for preparation of these presents.

23. In case security deposit is demanded by the Municipal Corporation of Greater Bombay for the purpose of giving water and/or electricity connection in respect of the said premises such deposit shall be payable by all the Purchasers of the various premises of the respective areas of the premises. The Purchaser agrees to pay the Developers within seven days of the demand of proportionate share of the Purchaser of such deposit.

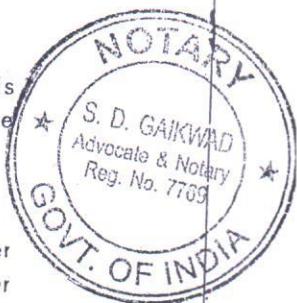
24. If any time development and/or betterment charges or other levy is charged, levied or sought to be recovered by the Municipal Corporation of Greater Bombay in respect of the said building and/or the said property the same shall be the responsibility of all the Purchaser of the several premises in the said building and the same shall be borne and paid by the Purchasers in proportion to the respective premises.

25. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser posted under certificate of posting at :

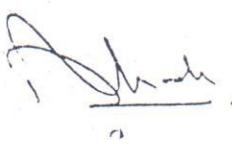
26. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever in or over the said premises and the said premises or any part thereof such conferment to take place only upon the conveyance to a Co-operative Society to be formed of the Purchaser of different premises in the said building as hereinabove stated.

27. The Purchaser shall have no claim save and except in respect of the particular premises hereby agreed to be acquired i. e all open spaces, parking places, lobbies, staircase, terrace etc. will remain the property of the Developers until the whole of the said land and the premises are transferred to the proposed Co-operative Society as herein provided but subject to the rights of the Developers as contained in this clause.

28. The Developers shall always have a right to make additions, alterations, raise storeys or put up additional structures as may be permitted by the Municipal Corporation and other competent Authorities. Such additions, structures and storeys will be the sole property of the Developers alone who will be entitled to sell the same and the Developers who will be entitled to use the terrace including the parapet wall for any purpose including the display of advertisements and sign boards and the Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him/her/them and/or claim any compensation or damages on the ground of inconvenience or any other ground whatsoever from the Developers.



969
2063



29. The Developer, shall in respect of any amount remaining unpaid by the Purchase under the terms and conditions of the Agreement, shall have a first lien and charge on the said premises agreed to be purchased by the Purchaser.

30. The Purchaser hereby agreed to pay all the amounts payable under the terms of the Agreement as and when they become due and payable time in this respect being of the essence of the contract.

31. The Purchaser hereby covenants to keep the said premises, walls and partitions walls, sewers, drains, pipes and appurtenances thereto belonging thereto in the good and tenantable repair and condition and particular so as to support, shelter and protect the parts of the building other than his/her/their premises. The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Developers and their Architects. The breach of this condition shall cause this Agreement to ipso facto come to an end and the earnest money and all other amounts paid by the Purchaser under this Agreement to the Developers shall stand forfeited and the Developers shall be entitled to deduct from the balance payment made by the Purchaser of such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate they shall be entitled to recover further amounts from the Purchaser to compensate for damage so caused and the Purchaser hereby consents to the same. The decision of the Developers in that regard shall be final and binding upon the Purchasers who shall not dispute the decision of the Developers in this regard.

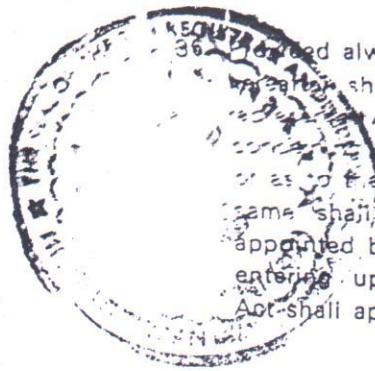
32. The Purchaser shall not do or cause to be done any act or thing which may render void or voidable any insurance of any of or of the said building or cause any increased premium to be payable in respect thereof.

33. The Purchaser shall not decorate the exterior of his premises otherwise than in a manner agreed to with the Developers under this agreement.

34. The building shall always be known as "Padmavati Apartments" and the name of the Co-operative Society to be formed shall bear the name of Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. (proposed) (Unit No. 620). and/or "Padmavati Apartments" Shree Swami Samarth Prasanna Co-operative Housing Society Ltd. and this name shall not be changed without the written premission of the Developers. However, the same shall be subject to the approval by the Registrar of Co-operative Societies.

35. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver on the part of the Developers of any breach of non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developers.

82



36. It is agreed always that if any dispute, difference or question at any time hereafter shall arise between the parties hereto or their respective agents or servants in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the rights, liabilities or duties of the said parties hereunder the same shall be referred to arbitration of two persons, one to be appointed by each party. The arbitrators shall appoint an umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.

37. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 and any other provisions of law applicable thereto
38. The Purchaser shall pay brokerage at the rate of 2 per cent to M/s. PARIN ESTATE CONSULTANTS, who have brought about this transaction and the same will be payable on the execution of these presents.

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



THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of vacant land or ground situated lying and being at village Oshiwara, Taluka Andheri in the registration District and Sub-district of Bombay City and Bombay Suburban contained by admeasurement 24200 sq.ft. bearing plot No. 54 being part of the land bearing S. No. 41 (part) together with benefit of 44721 sq. ft. (Built up) area FSI inclusive of balcony area and bounded as follows, that is to say.

On or towards the North by :— plot No. 61.
On or towards the South by :— 30' wide internal road.
On or towards the West by :— Plot No. 53.
On or towards the East by :— Plot No. 55.

THE SECOND SCHEDULE ABOVE REFERRED TO :

1. The building shall be of R.C.C. structure well-ventilated large rooms and kitchen.
2. Underground water tank with water pump set with R.C.C. overhead tank on terrace.
3. Mosaic tiles flooring in the rooms and kitchen with 5" skirting all around rooms.

4. Electrical copper wiring—

Living room :— Two light points, one fan point, one plug point, one domestic point and one ceiling fan.

Bed room :— Two light points, one fan point and plug point.

Kitchen :— One light point, one fan point, one plug point and one domestic point.

One light point in all balconies, passage, w. c. and bath room, Domestic point in bathroom with Geyser of 1/3 K. W. Also there will be a light in each landing of staircase.

5 Bathrooms will be provided with glazed tiles upto door's height in dado and flooring with polished Tandur Ladi, W.C. will be provided with glazed tiles upto door's height in dado, loft will be provided over bathroom and W.C.

6 One white Wash Basin will be provided.

7. Kitchen platform with Black Cudappa stone on top. Glazed tiles in dado of 2'-0" height on platform and Sink built with glazed tiles with one Marbie Paniara and one R. C. C. Almarih (self).

8A. The main entrance door will be of flush door with polished out side veneer with Aldrop of Brass metal duly chromium. Fancy Handle, Peep-hole, Godrej Latch, Letter Plate and from inside it will be oil painted, chain arrangement, Tadi Stopper and handle of Aluminium.

B. All other wooden doors will be oil painted from both sides with hinges, stopper and handle Aluminium.

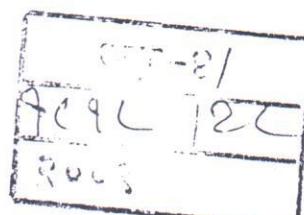
C. One Aluminium sliding window will be provided in living room.

D. All other window of wooden will be oil painted from both side with hinges, stopper and handle of Aluminium.

9. All wooden windows will be provided with M. S. Grills and with Sills

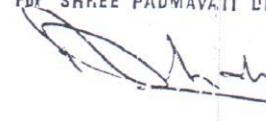
10. One Electric Passenger Lift of Standard sizes will be provided.

11. Well developed garden with children playing amenities will be provided.



SIGNED SEALED AND DELIVERED by the
withinname Developers,
M/S. SHREE PADMAVATI DEVELOPERS
in the presence of

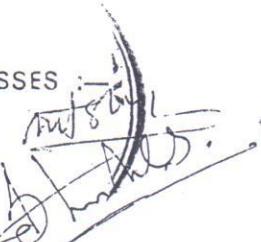
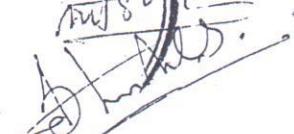
For SHREE PADMAVATI DEVELOPERS


Partner

SIGNED SEALED AND DELIVERED by the
withinname Purchaser
MR./MRS./M/S. Dinesh C Joshi
in the presence of. 10/12/2012

RECEIVED of and from the withinname Purchaser a sum of Rs. 2,16,00/-
(Rupees Two thousand Sixteen Thousand only)
being the amount paid by him/her/them
to us in terms of clause 1 (a) hereof.
Rs. 2,16,00/-/-

WITNESSES :—

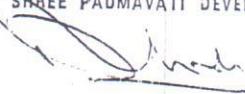
- (1) 
(2) 

RECEIVED Rs. 251/- (Rupees two hundred
and fifty one only) as amount of share money
and entrance fee as mentioned in clause 10
of the Agreement and within mentioned to
have paid by him/her/them, to us.

Rs. 251/-

WE SAY RECEIVED

For SHREE PADMAVATI DEVELOPERS


Partner



WE SAY RECEIVED :

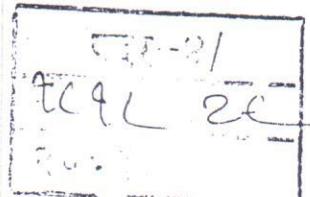
For SHREE PADMAVATI DEVELOPERS

TRUE COPY
ATTTESTED BY ME

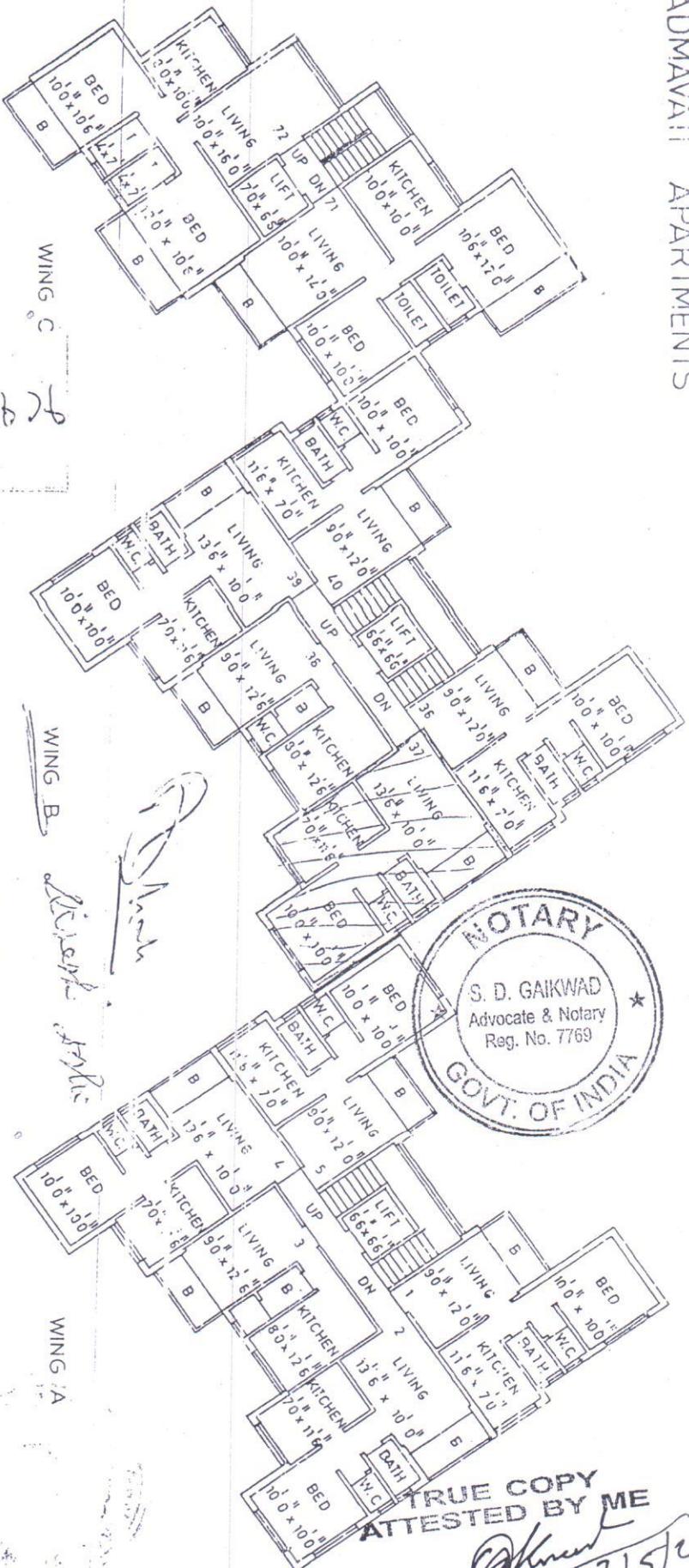

S. D. GAIKWAD
Advocate & Notary
1/6, Mogra Ankur CHS.,
Best Nagar Marg,
Goregaon (W.), MUMBAI - 400 104.

WITNESSES :—

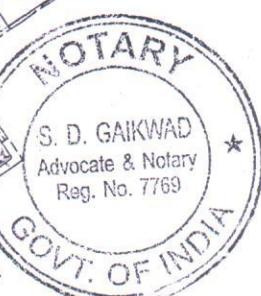
- (1)
(2)



PADMAVATI APARTMENTS



S. D. GAIKWAD
Advocate & Notary
Reg. No. 7769



TRUE COPY
ATTESTED BY ME
S. D. GAIKWAD
Advocate & Notary
1/6, Mogra Ankur Chs.
Best Nada Marg,
Goregaon (W.), MUMBAI - 400 104

31/5/2018
[Signature]

WING C		WING B		WING A	
FLOOR	BULK NOS.	FLOOR	BULK NOS.	FLOOR	BULK NOS.
FIRST	71	72	850sft	FIRST	35
SECOND	73	74	850sft	SECOND	41
THIRD	75	76	850sft	THIRD	46
FOURTH	77	78	950sft	FOURTH	51
FIFTH	79	80	850sft	FIFTH	56
SIXTH	81	82	850sft	SIXTH	61
SEVENTH	83	84	850sft	SEVENTH	66

TYPICAL FLOOR PLAN
STILL + 7 UPPER

PROPOSED RESIDENTIAL BUILDING ON PLOT NO. 54, C.S.NO. 41 (PART)
FOR SHREE SWAMI SAMARThA PRASANNA CO-OP HOUSING SOCIETY (PLOT)
UNIT NO. 670

ARCHITECT: R.D. KAR
S. VEER SAVARKAR MARG
DADAR BOMBAY 400 028

MAHIMTURA & CO.

ADVOCATE & SOLICITORS

66, Tamariand Lane, Fort, Bombay - 400 023.

C. S. MAHIMTURA
P. K. SHROFF

Telephone Office:

Resi. C. S. M. : 8146
P. K. S. : 5778



Re: In the matter of piece of parcel of land or ground admeasuring 72600 sq. ft. and bearing Plot Nos. 52,53 and 54 being portion of larger property bearing Survey No. 41 of Village Oshivara, Taluka Andheri in the Registration District and Sub-District of Bombay City and Bombay Suburban.

And

Re: In the matter of Agreement dated 27th April, 1980 recording the appointment of new Promoter, VINOD PARSHURAM MAHAJAN, Promoter of SHREE SWAMI SAMARTHA PRASANNA CO-OPERATIVE HOUSING SOCIETY LTD. (Proposed) Unit Nos. 616 to 620.

And

LAXMICAND KESHAVJI, Promoter of SHREE SWAMI SAMARTHA PRASANNA CO-OPERATIVE HOUSING SOCIETY LTD. (Proposed) Unit Nos. 616 to 620.

And

Re: In the matter of Package Deal Agreement dated 27th day of April, 1981 made between LAXMICAND KESHAVJI Promoter of SHREE SWAMI SAMARTHA PRASANNA CO-OPERATIVE HOUSING SOCIETY LTD. (Proposed) Unit Nos. 616 to 620.

AND

Mahendra Tejshi Shah, Promoter of Shree Swami Samartha Prasanna Co-operative Housing Society Ltd (Proposed) Unit No. 620.

And

M/s. SAMARTHA DEVELOPMENT CORPORATION

And

M/S. HIRALAL LALITKUMAR & CO.

And

M/s. SHREE PADMAVATI DEVELOPERS

THIS IS TO CERTIFY that we have investigated the title of

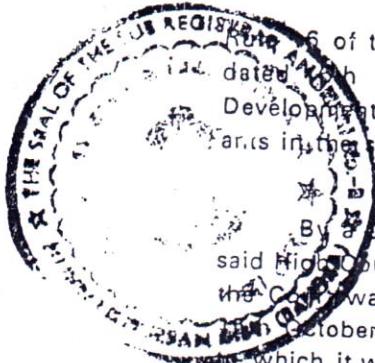


By a Consent Decree dated 15th October, 1968 (in suit No. 660 of 1968 (Byramjee Jeejeebhoy Pvt. Ltd, V/s. Govind Arpan Building & Others (Partners of M/s. New Swastik Land Development Corporation). It was interalia ordered that the Defendants are the partners of M/s. New Swastik Land Development Corporation do specifically perform the said Agreement for Sale dated 25th January, 1964 as modified by the agreement as set out in the Plaintiff in respect of the land admeasuring 63 A. R. S. of such land comprised in Survey No. 41 of Village Oshivara described in the Schedule to the Decree and which has remained to be conveyed on payment to the Plaintiffs in the said suit of a sum of Rs. 27,00,000/-.

By an Agreement for Sale dated 5th December, 1975 and made between M/s Oshivara Land Development Co. Pvt. Ltd. the Owners herein of the One Part and Vinod Parshuram Mahajan acting as Chief Promoter of Shree Swami Samarth Prasarna Co-operative Housing Society Ltd. (Proposed) of the Other Part, the said owners agreed to sell to the said Promoter of the said Society out of the said larger piece of land, a piece of land admeasuring 17,00,00/- Sq. Yds. equal to 14,21.370 Sq. Mts. or thereabouts. Thereafter by an Agreement of Modification dated 8th February, 1979 made between the said Owners and the said Promoters it was interalia agreed that in modification of the terms of the said Agreement dated 5th December, 1975 the same should remain in force and be operative only in so far as it related to land admeasuring 7,00,000/- Sq. Yds. (falling outside the non-development zone) and shown on the plan annexed to the said Deed of Modification and by the said Agreement the Promoter agreed to develop out of 7,00,000 Sq. Yds. 6,00,000 Sq. Yds. for the said Society. Thereafter certain disputes and differences arose between the said Owners and the said Promoters and the said Owners purported wrongfully to terminate the said Agreement for Sale and thereafter some correspondence ensued between the legal advisers of the parties and ultimately the said disputes and differences were settled and an Agreement of Second Modification was made on the 21st September, 1980 between the said Owners and the Promoters whereby the said Owners did confirm and declare that the alleged termination of the Agreement for Sale dated 5th December, 1975 stood withdrawn and revoked and the said Owners did confirm and declare that the said Agreement for Sale dated 5th December 1975 and the Agreement for Modification dated 8th February 1979 are valid, subsisting and binding upon the Owners subject to the terms and conditions and/or variations and modifications thereof contained in the said Agreement of Second Modification. By and under the said Agreement of Second Modification the said Owners acknowledged receipt of the full purchase price payable by the Promoters in respect of 6,00,000 Sq. Yds.

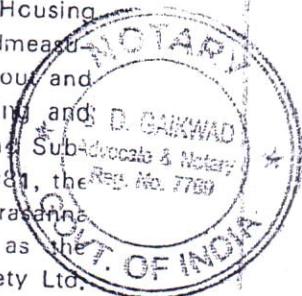
By an Order under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 bearing No. CHS-1078/XXXV, made by the Government of Maharashtra on the 12th November, 1979 on the application of the said Owners a piece of land admeasuring 7,00,000 sq. yds. equal to 5,85,200 sq.Mts. which interalia includes the above plots of land exempted from the provisions of Chapter III of the said Act subject to the conditions mentioned therein.

By an order dated 23rd March, 1979 made in the said Suit New Heritage Estate Pvt. Ltd. as the successors of the said Byramjee Jeejeebhoy Pvt. Ltd. the Former Owners were granted liberty to apply under Order 21



Rule 6 of the Code of Civil Procedure to execute the consent Decree
dated 16th October, 1969 passed in the above suit against Oshivara Land
Development Co. Pvt. Ltd. the Owners herein the Assignees of the Defendants
in the said suit.

By a Judge's Consent order dated 26th March, 1979 made in the
said High Court suit No. 660 of 1968 the Prothonotary and Senior Master of
the Court was directed to enter adjustment on the Consent Decree dated
16th October, 1969 as set out in the Schedule annexed thereto according
to which it was inter alia agreed and declared that the said Consent Decree
to operate as a conveyance in favour of Oshivara Land Development Co.
Pvt. Ltd. the owners herein in respect of the remaining Land of Survey
No. 41 of Village Oshivara Greater Bombay. The said Oshivara Land
Development Co. Pvt. Ltd. has paid up the balance of the price payable to
the said New Heritage Estates Pvt. Ltd. the Assignees of the former owners.
Thus the present owners of the land are Oshivara Land Development Co.
Pvt. Ltd. By an Agreement dated 27th day of April, 1981 the said Vinod
Parshuram Mahajan, Chief Promoter of Shree Swami Samarth Prasanna Co-
operative Housing Society Ltd. (Proposed) Unit Nos 616 to 620 resigned
as the Promoter of Shree Swami Samarth Prasanna Co-operative Housing
Society Ltd. Unit No. 616 to 620 and appointed Laxmichand Keshavji as
the Chief Promoter of Shree Swami Samarth Prasanna Co-operative Housing
Society Ltd. (Proposed) Unit Nos. 616 to 620 in respect of land admeasuring
72,600 sq. ft. bearing Plot Nos. 52,53 and 54 of Private Layout and
forming part of the said land bearing Survey No. 41 and situated lying and
being at Oshivara Taluka Andheri in the Registration District and Sub-District
of Bombay City and Bombay Suburban. 25th day of May, 1981, the
said Laxmichand Keshavji Chief Promoter of Shree Swami Samarth Prasanna
Co-op. Housing Society Ltd (Proposed) unit No. 620. resigned as the
Promoter of Shree Swami Samarth Prasanna Co-op Housing Society Ltd.
(Proposed) and appointed Shri Mahendra Tejshi Shah as the Chief Promoter
of Shree Swami Samarth Prasanna Co-op. Housing Ltd (Proposed) Unit
No 620 in respect of land 24200 sq ft, bearing plot No. 54 of Private
Layout and forming part of the said land bearing Survey No. 41 and
situated lying and being at Oshivara, Taluka Andheri in the Registration
District and Sub-District of Bombay City and Bombay Suburban. This
smaller Plots of land forms part of the said land admeasuring 7,00,000
yds. in respect of which the Government of Maharashtra has made the Notary
Order dated 12th November, 1979 under Section 20 of the ceiling and Regulation
(Ceiling and Regulation) Act, 1976.



TRUE COPY
ATTESTED BY ME
S. D. GAIKWAD
S. D. GAIKWAD
Advocate & Notary
315/1
Best Nagar Marg,
Goregaon (W.), MUMBAI - 400 104

In our opinion, therefore, we find that the title of the said OSHIVARA
LAND DEVELOPMENT CO. PVT. LTD., the owners to the above property,
is marketable and free from encumbrances.

Dated this 13th day of July, 1981.

969L 38

MG.

For M/s. Mahimtura & Co.
Sd/-
(Parimal K. Shroff.)
Partner.
Advocates & Solicitors