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INDIA

पाँच रुपये

सत्यमेव जयते

FIVE RUPEES भारत FIVE RUPEES

30

20 MAR 1995

Ramswaroop Garodia, H.U.F.

DEED OF CONFIRMATION

ARTICLES OF AGREEMENT MADE AND ENTERED into at Bombay this 26th day of ~~March~~ June, 1995 between M/s. MISTRY LALJI NARSI DEVELOPMENT CORPORATION, registered partnership firm having its office at 10-D, EVEREST, TARDEO, BOMBAY - 400 034 herein referred to as "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART, and 1) Ramswaroop Garodia H.U.F Indian Inhabitants herein referred to as " PURCHASERS " (which expression shall unless repugnant to the context or meaning thereof include their heirs, executors, administrators and permitted assigns) of the OTHER PART.

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WHEREAS by Agreement for Sale dated 2nd d of September 1994 made, entered and executed by t Seller and the Buyers herein above referred, the seller have sold the Flat bearing No. 103, o Floor in the Building "SUNDARAM" Near Jain Derasar J. Nagar, Andheri (E), Bombay - 400 059 to the said buye on certain terms and conditions and for a price recite therein terms and All that piece and parcel of N.A Land bearing Survey No. 45/9(pt), 46/3 , 47/2 47/4, 46/5 of village Kondivita, Taluka Andheri i Greater Bombay Registration District and Sub - Distric of Bombay.

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311

20 MAR 1995

Ramswaroop Gayodia, M.U.F.

WHEREAS the parties hereto through oversight have failed to lodge to be said agreement for sale dated 2nd day of September 1994 for registration before the concerned authorities within a stipulated time.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS ;

1. The seller have sold the Flat bearing No. 403 Area 36.72 Sq. Mt. Carpet on the 4th Floor in the building known as "SUNDARAM" Near Jain Derasar, J. B. Nagar, Andheri, Bombay - 400 059 for a price of Rs. 3,57,500/- (Rupees Three lakhs fifty seven thousand five hundred only).

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2. All the Right, title and interest of the buyer i the said Flat is subsisting and they are entitl the said flat in usual and ordinary course.

3. The Parties hereto have decided and agreed t lodge the said Sale for registration before th Sub-Registrar, Bombay at the cost of buyers.

4. All the terms, conditions, covenants, right, titl interest and benefits under the said agreement fo Sale dated 02/09/94 is subsisting and binding upon th parties as originally agreed upon by and betwee themselves.

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312

20 MAR 1995

Ramjivraya Agrodia, H.U.F.

5. The Parties hereto assures each other that they have nor committed any act, omission etc ., by which the right, title and interest in the said Flat of each part is affected.

6. The Parties hereto have entered into this deed of confirmation with their free consent and free will and without any consent from either said and with a clear intention to submit the original terms and conditions agreed upon by the between themselves. Further, it is specifically agreed that all the original terms and conditions agreed upon by and between themselves are binding upon them.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SE
AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DA
AND FIRST HEREIN ABOVE WRITTEN.

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सत्यमेव जयते

FIVE RUPEES भारत FIVE RUPEES

313

20 MAR 1995

Ramswaroop Garodia, H.U.F.

--7--

SIGNED, SEALED AND DELIVERED BY THE WITH NAMED M/S. MISTRI LALJI NARSI DEVELOPMENT CORPORATION IN THE PRESENCE OF PRASHANT RANE

Jayantilal. Lalji

Prashant

SIGNED, SEALED AND DELIVERED BY THE WITH NAMED "THE PURCHASER" RAMSWAROOP GARODIA KARTA OF RAMSWAROOP GARODIA H.U.F IN THE PRESENCE OF VIMAL KUMAR RUNGTA

R. S. Garodia

V.K. Rungta

पावती-१/८५०

अनुक्रमांक नंबर

सन १९९५ च्या ...३०... महिन्याच्या ...२७... तारखेस ...५... वाजण्याच्या सुमारास सह. दुय्यम निबंधक, यांचे कार्यालयात हजर केला.

R. S. Agrawal

खालीलप्रमाणे फी मिळाली

तपशील	रु.	पैसे
फी	3400	—
कॉपी	2	—
शोध	7	—
एकत्रित	7	—
कार्यालय	13	—
हजर		
एकूण	3630	—

सह दुय्यम निबंधक अंधेरी
मुंबई उपनगर जिल्हा

सह दुय्यम निबंधक अंधेरी
मुंबई उपनगर जिल्हा

श्री. रामस्वरूप गोयंका - वय - ५५ वर्षे - व्यापार सं - १२/२ कारखाना - मे. बी. नगर अंधेरी पश्चिम

.....दस्तऐवज करून देणारा

तथाकथित ...खोटेपणा... दस्तऐवज करून दिल्याचे कबूल करतात.

R. S. Agrawal

REGISTRAR ANDHERI DISTRICT

(1) श्री. संजय गोयंका - व्यापार - रा. १२ रामस्वरूप अंधेरी पश्चिम

(2) तेजस भन्साली
१२/५, कांति नगर,
अंधेरी (इस्ट), मुं. ५९.

हे दोघे वरील दस्तऐवज करून देणाऱ्यास ओळखत असल्याचे सांगतात व त्याची ओळख देतात.

(1) Sanjay Kumar

(2) Tejas

२७/५/९५ सह. दुय्यम निबंधक, मुंबई, वांद्रे

इ.सि. संजयकुमार नरशी – ५५ वर्षे व्यवसाय – २८ बी – रेवाळे
राऊ. मु. २३ मजिदाबाद – मिरारोड जकात नाका ठाणे

.....वरील दस्तऐवज करून देणारे
तथाकथित संजयकुमार दस्तऐवज
करून दिल्याचे कबूल करतात.

Ganjumtilal Lalji

(१) इ.सि. संजयकुमार मिस्त्री – व्यवसाय – २८ बी – रेवाळे चाळ
(२) इ.सि. संजय गवळी – व्यवसाय – व्यापारी – गोकुळनगर

दोघे वरील दस्तऐवज करून
देणाऱ्यास ओळखत असल्याचे सांगतात
व त्याची ओळख देतात.

Sanjay Kumar

सह. दुय्यम निबंधक, मुंबई, वांद्रे

बाजार मुल्य रु. ६०६६७३ निश्चीत करून
बेची पडलेले मुद्रांक शुल्क रु. १२२२० दंड
रु. १२२० चलन क्रमांक ९३ दीनांक २५/७/९६
अन्वये वसुल केले आहे.

पुस्तक क्रमांक १ क्रमांक
नोंदला.
दिनांक

सह दुय्यम निबंधक अंधेरी
मुंबई उपनगर जिल्हा

सह. दुय्यम निबंधक अंधेरी
मुंबई उपनगर जिल्हा

Proper Officer
Extended Sales Counter, Bandra
General Stamp Office, Bombay.

ARTICLES OF AGREEMENT made and entered in to at Bombay this 2nd day of September 1994 BETWEEN **M/S. MISTRY LALJI NARSI DEVELOPMENT CORPORATION**, a registered partnership firm having its office at 10-D Everest, Tardeo, Bombay 400 034 herein referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof include the said firm its assigns, as also the partners for the time being and from time to time constituting the said firm the survivors of them the heirs, executors, administrators and assigns of the last survivor) of the ONE PART:

AND SHRI/SMT. Ramswaroop Garodia (H.U.F.)

of Bombay Indian Inhabitant herein referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors, administrators and permitted assigns) of the OTHER PART:

WHEREAS :

1. At all times material (1) Muktaben Harish Waghela (2) Smt.Ramaben Ratibhai Rathod and (3) Smt.Anjuben Hargovindas Rathod (herein collectively referred to as "the Owners") were and are the Owners of Plot of land bearing Survey Nos.45/9 pt (CTS No.431) 45/9 pt (CTS No.506), 47/2 (CTS No.502), 47/3 pt (CTS No.504), Survey No.47/4 (CTS No.505) Survey No.46/3 (CTS No.511), Survey No.46/5 Part (CTS No.509) situate lying and being at Kondivita Taluka Andheri (E), Bombay Suburban District in the Registration District and Sub-District of Bombay City and Suburban in Greater Bombay containing by admeasurement in the aggregate 12207 sq.yds (equivalent to 10,206.7 sq.mtrs or thereabouts) and particularly described in the First Schedule hereunder written (herein referred to as "the said Larger Property"). The said Larger Property is delineated on the plan hereto annexed as ANNEXURE "C".

2. Under the Development Plan for K Ward land bearing CTS No.502 and CTS No 504 (Part) admeasuring in the aggregate 3201.56 Sq.mtrs is reserved for play ground and is seggregated from the larger Property. The said area is not yet handed over to the Municipal Corporation of Greater Bombay.

3. The requisite permission for development and/or retaining of an area 1500 sq.mtrs. by the Owners is received by 3 separate orders bearing respectively Nos. C/ULC. 6 (1) SR-XI/35/D-XIII-2719, C/ULC/6 (1) SR-X 832/2701 and C/ULC/6 (1) SR-X-812-D-XIII-2720 all dated 21st November, 1992, from the Competent Authority who has under Section 8(4) of the Urban Land (Ceiling & Regulations) Act 1976 finalised the forms filed by the Owners under section 6(1) of the said Act and has held that each of the Owners is entitled to hold 500 sq.mtrs. (in the aggregate 1500 sq.mtrs.) as the lands being within ceiling limits (viz. CTS No.504 and 505 (parts) in their hands and as regards the balance area of 2,920.50) sq. mtrs. in each case (aggregating to 8761.50 sq.mtrs.) is declared surplus vacant land.

4. By order No. C/ULC/D.III/Sec.20/(NGL)/SR-XIII-1071) dated 1-3-93 made by the State Government under Section 20 of the said Act all the 3 owners are allowed to retain the surplus vacant land aggregating to 8761.50 sq.mtrs. (inclusive of the said area o 3201.56 sq.mtrs reserved for play ground) and forming part of the said property for the purpose of developing the same by construction of houses as therein mentioned.

5. The Owners are authorised to develope the said surplus vacant land by construction of structures therein for members of Co-operative Society vide order No. ULC 1093/(5647)/C-13.

6. The Developers are thus entitled to develope the entire larger Property (including obtaining of the benefit of Transferable Development Rights (TDR) in respect of the Floor Space Index (FSI) of the area of 3201.56 sq.mtrs. reserved for play ground which will be known as Mistry complex. By virtue of Developmet Agreement dated 5th October 1984 executed in their favour by the Owners.

7. The Developers are separately developing the area of 1500 sq.mtrs. which is held by the Owners as being within ceiling limits and which is described in the Second Schedule hereunder written and in respect of which the Developers are enter into separate Agreement for sale of flats on ownership basis.

8. In respect of the surplus vacant land admeasuring 8761.5 sq.mtrs forming part of the larger Property and in respect whereof the State Government has granted exemption under Section 20 of the U.L.C. Act as aforesaid and which said surplus land are particularly described in the Third Schedule hereunder written (and are herein referred to as the said Property) the Developers have prepared lay out (herein referred to as 'the said layout') and building plans for construction of six buildings and 3 Row house. The six buildings are named as under:-

(1) SHAKTI

(2) SATYAM

(3) SHIVAM

(4) SUNDARAM

(5) SHARDHA

(6) SHASHI

The three/four Row Houss are numbered serially 1,2,3,4. (The said Six Buildings as the three/four Row Houses are herein referred to as 'the said Buildings'). The said Property is delineated on the said plan hereto annexed as "ANNEXURE "C" in blank varged lines and the locations of the said Buildings (including the said Row Houses) are as shown on the said plan.

9. In the said layout no benefit as taken in respect of area of 3201.56 sq.mtrs reserved for play ground and the Developer have reserved to them the right to utilise for their benefit the TDR in respect of the FSI of the said area reserved for play ground and also other benefits in respect thereof and they will be entitled to utilise for their benefit such FSI on other properties.

10. The Flat Purchaser has seen the ULC order bearing No.NOC/ULC/D-III/SEC.20(NGL)/SR-XIII-1071 dated 01.03.1993 and undertakes to comply with the terms and conditions of the said order.

11. The Developers are also entitled to development rights inter alia in respect of land bearing CTS Nos. 507, 508 (Part) and 510 which about the Eastern Southern side of the said Property and the Developers have utitlised Floor Space Index (FSI) to the extent of 917.8 sq.mtrs. of the said CTS Nos. in the said Buildings and the Developers have reserved rights to develop the said lands bearing CTS Nos. 507 and 508 (Part) 510 and/or part or parts thereof at a latter date by utilising the unutilised FSI in respect thereof as also the FSI of other properties which may be obtained by the Developers by way of Transferable Development Rights (TDR) as per the Development Control Regulations.

12. The said plans in respect of the said Buildings are apporved by Municipal Corporation of Greater Bombay vide IOD No. CE/5082/B911/AK dated 30th Nov. 1993 and the requisite Commenement Certificate in respect of the said Buildings is also received vide Commencement Certificate No. CE/5082/WS/AK.

13. The building plans in respect of the said buildings, have been got sanctioned from the Municipal Corporation of Greater Bombay through Architect M/s Bhatnagar Ambre Kothari.

14. The Developers have indicated to the Purchaser and the Purchaser is aware that the Developers will develop the said Property in a phased manner and as per the said lay out plan (with such modification thereto as the Developers may from time to time determine and as may be apporved by the Concerned Authorities) and the programme of such phased development will also be determined by the Developers absolutely at their own discretion.

15. The Developers are entitled to sell on ownership basis Flats/Shops/Parking Spaces/Garages in the said Buildings to be constructed on the said Property.

16. The Developers intend to sell on ownership basis Shops, Flats, Car Parking Spaces and Garages and other premises in the said Buildings to be constructed on the said Property.

17. The Purchaser has seen the lay-out plan of the said Property showing the locations of the said Buildings as also the Building Plans in respect of the said Buildings.

18. At the request of the Purchaser/s the Developers have agreed to allot to the Purchaser/s on ownership basis Flat No 403 on the 4th floor of the Building known as Sundaram / Row Houses No. — (herein referred to as 'the said premises') and parking Space/Garage No. — in the compound of the said Property.

19. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said Property, the Plans designs and specifications prepared by the Developers Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.

20. Copies of Annexure 'A' Title Certificate issued by M/s. Kirit N. Damania & Co., Advocates and Solicitors for the Developers, Annexure 'B' Property Card in respect of the said Property and the Annexure 'C' copies of the Plans and Specifications in respect of the said Building No. _____ are hereto annexed and marked ANNEXURES A, B, and C respectively.

21. Developors are entering into separate agreements with several other persons and parties for sale of Shops/Flats/Car Parking Spaces/Garages and other premises in the said Building No. _____.

Now it is hereby agreed declared and recorded by and between the parties hereto as follows:

1. The Developers will as at present envisage construct six buildings known as SHAKTI, SATYAM, SHIVAM, SUNDARAM, SHRADHA and SHASHI and three/four Row Houses 1,2,3 and 4 (herein referred to as 'the said Buildings') on the property bearing CTS No. _____ and _____ of Village Kondivita, Andheri (East) in Greater Bombay Admeasuring in the aggregate 8761.5 sq.mtrs., situated at Andheri (East) in Greater Bombay in the Registraion District and Sub-District of Bombay City and Suburban and particularly described in the Third Schedule hereunder written. The said land bearing CTS No. 431, 506, 504, 505 and 502, 509, 507,508, 510 are herein referred to as the said Property.

2. All the said Buildings namely SHAKTI, SATYAM, SHIVAM, SUNDARAM, and SHRADHA and SHASHI will comprise of ground

and five upper floors. The three/four Row Houses shall comprise of ground floors 1/2 upper floors.

3. The Developers have informend the Purchaser and the Purchaser is aware that the Developers propose to develop the said Property by carrying out construction thereon of the said Buildings (consisting of wings) as per the lay out in respect thereof prepared as aforesaid. The development work will be carried out by the Developers in a phased manner as per the phased development programme to be determined by the Developers in their absolute discretion from time to time. Pursuant to that, the Developers have commenced construction of the said Buildings. The Developers may as required by the Concerned Authorities and/or in their (i.e. Developers') absolute discretion from time to time vary, amend and/or alter, the lay out plan of the said Property or the Building Plans in respect of one or more such Buildings. As part of such variation amendment and/or alteration in the lay out and/or in the Building Plans, the Developers may also construct additional wings and/or any other additional construction in respect of the said Buildings now under construction and the Developers may also construct additional structures on the said Property as permitted by the concerned Authorities. The Purchaser hereby irrevocably agrees and gives his consent to the Developers, carrying out amendments, alterations, modifications, and/or variations to the lay out plan in respect of the said Property for constructing independent additional structures or of one or more Buildings to be constructed (even if not envisaged at present) and/or in respect of the Buildings now under construction on the said Property as aforesaid. It is however, agreed by the Developers that the Developers shall obtain prior consent in writing of the Purchaser in respect of any variation or modification in the Building Plans which may adversely affect the premises agreed to be purchased by the Purchaser as hereinafter stated. The Purchaser hereby also gives his irrevocable consent to the Developers developing the said Property in such phased manner as the Developers may determine even after the Developers shall have given to the Purchaser possession of the premises

hereby agreed to be sold to the Purchaser. The Developers shall accordingly be entitled to develop the said Property in a phased manner to be determined from time to time by Developers, including by making changes from time to time in the lay out plan and building plan in respect of the said Property and/or in the Building Plans of one or more Buildings to be constructed as aforesaid, including the buildings which at present are not envisaged by the Developers. The Purchaser hereby agrees to give all the facilities and assistance, the Developers may require from time to time after the Developers deliver the possession of the said premises to be sold to the Purshaser but at the costs and expenses of the Developers so as to enable the Developers to complete the development of the said Property in the manner that may be determined by the Developers. The Developers may also utilise on the said Property Floor Space Index (FSI) of other Properties as may obtain by them by way of Transfer of Development Rights (TDR) the Development Control Regulations.

4. The Developers have informed the Purchaser and the Purchaser is aware that the Developers who are also entitled to development rights in respect of land bearing CTS No. 510 also of Village Kondivita (and which about the front and southern side of the said Property) have utilised FSI to the extent of 917.8 Sq. mtrs of the said land bearing CTS Nos. 507, 508 (part) and 510 in the said Buildings to be constructed on the said Property and the Developers have reserved to them the right to develop the said land bearing CTS Nos. 507, 508 part and 510 hereafter by utilising the unutilised FSI in respect thereof as also FSI of other properties which may be obtained by the Developers by way of TDR as per the Development Control Regulation. The Developers have also have informed the Purchaser and the Purchaser is aware that the utilisation of the said FSI to the extent of 917.8 Sq.mtrs of the said CTS No. 507, 508 (part) and 510 in the construction of the said Buildings on the said Property as aforesaid will not create any right in respect of the said land bearing CTS No. 507, 508 (part) and 510 in favour of the Purchasers herein and the Purchasers of other flats and premises in the said Buildings

and that the said land bearing CTS Nos. 507, 508 (part) and 510 are separate and distinct and the Developers will be entitled to separately on their own and for their own benefit be entitled to develop the said land bearing CTS Nos. 507, 508 (part) and 510 hereafter by utilising the unutilised FSI in respect thereof as also the FSI of other properties as may be obtained by the Developers by way of TDR as per the Development Control Regulations Act as aforesaid. The Purchaser confirms that he is aware of the above and he has no objection to the Developers so separately developing for their own benefit the said land bearing CTS Nos. 507, 508 (part) and 510 as aforesaid. The Purchaser hereby also expressly agrees that the Developers shall be entitled to give an appropriate right of way from and over the larger Property and/or the said property to the said land bearing CTS Nos. 507, 508 (part) and 510 and to the structures to be constructed thereon.

5. The Developers have also informed the Purchaser and the Purchaser is aware that the Developers are also entitled to development rights in respect of land bearing 502 (part) 504 (part) admeasuring 3201.56 Sq.mtrs which is reserved for play ground. The said area of play ground and all its benefits are at the disposal of the Developers. The Developers alone shall be entitled to hand over the possession of the said play ground area to the Municipal Corporation of Greater Bombay and/or other Concerned Authorities and to obtain in lieu thereof Transfearable Development Rights (TDR) in respect of Floor Space Index (FSI) of the said area reserved for play ground. The Developers shall be entitled to utilise for their own benefit the said TDR of the said FSI on other properties of their choice and neither the Purchaser herein nor the Society to be formed as herein mentioned the Purchasers of other flats in the said Building shall have any right or claim over the same.

6. The said Building shall be constructed by the Developers in accordance with the Building Plans prepared by the Architects MESSERS. BHATNAGAR AMBRE KOTHARI and sanctioned by the Concerned Authorities as aforesaid with

such modifications there to as the Developers may incorporate therein as aforesaid. The premises in the said Buildings shall contain amenities as per the particulars given in the Ammenities Schedule IV hereunder written.

7. The sanctioned Building Plans from the Concerned Authorities in respect of the said Building will remain open for inspection on all working days during office hours at the buildings site and also at 10-D Everest, Tardeo Road, Tardeo, Bombay-400 034.

8. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Owners 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 Owners and no requisition or objections shall be raised upon any matter relating thereto. A copy of the Certificate of Title give by M/s. Kirit N. Damania & Co., Advocates and Solicitors is hereto annexed and marked ANNEXURE "A".

9. The Developers shall sell to the Purchaser and the Purchaser shall purchase from the Developers, Flat/Shop/Parking Space/Garage No.____on the___ Floor of ___ of Building known as _____/ Row House No. _____ being constructed on the said Property (herein referred to as 'the said Premises'). The Plan in respect of the said premises is hereto annexed and marked as Annexure ''C''. The Building name. ____ in which the said Premises are to be located is herein referred to as "the said Building".

10. The carpet area of the said premises is 36.72 sq.ft. inclusive of the enclosed balcony. Common areas and facilities for the said Building i.e. relative common areas and facilities for the said Building vis a vis the said Property, relative common areas and facilities of the said Building as also the said premises, percentage of undivided interest of the said Premises in the restricted common areas and other facilites provided on the floor on which the same are located are as per the particulars whereof are given in the Annexure hereto annexed and marked Annexure

"D". The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being changes in the lay-out and/or Building Plans.

11. It is expressly agreed and the Purchaser is aware that as a result of change in the lay-out plan of the said property and/or in the building plan of the said Property and/or in the building plans of the said Building the share of the said premises and/or the Purchaser in the said common areas and facilities may increase of decrease. The Purchaser hereby expressly consents to such change in the said share and hereby expressly authorises. the Developers to so increase or reduce the said share of the Premises and/or of the Purchaser in the said common areas and facilities of the said Building and/or the said Property and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

12. The Purchaser shall pay to the Developers the sum of Rs. 3,57,500/- as the purchase price in respect of the said premises. The purchase price of Rs. 357500/- is inclusive of Rs. 5000/- being the proprotionate price of the common areas and facilities of the said Building. The said purchase price shall be paid by the Purchaser to the Developers as per the instalments as under :-

(A)	Rs. 53625/-	paid as earnest money;
(B)	Rs.	Subscription for Club House
(C)	Rs. 35750/-	on completion of Plinth
(D)	Rs. 25025/-	on casting of 1st slab
(E)	Rs. 25025/-	on casting of 2nd slab
(F)	Rs. 25025/-	on casting of 3rd slab
(G)	Rs. 25025/-	on casting of 4th slab
(H)	Rs. 25025/-	on casting of 5th slab

(I) Rs. 25025/- on casting of 6th slab

(J) Rs. \ \ on casting of 7th slab

(K) Rs. 32175/- on completion of wall work

(L) Rs. 32175/- on Plastering

(M) Rs. 17875/- on Flooring

(N) Rs. 17875/- on laying sanitary & fixture

(O) Rs. 17875/- against possession of the flat

It is specifically agreed that the apportionment of Rs. 5000/- as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease the intent of the parties being that the said premises are sold to and purchased by the purchaser with all the appurtenant rights for the lumpsum of Rs. 5000/-

13. It is hereby expressly agreed that the time for payment of each of the aforesaid instalments of the purchase price as set out in Clause 12 above shall be of the essence of the contract. In the event of the purchaser making any default in payment of any instalment of the purchase price on its due date the Developers will be entitled to terminate this Agreement and in that event all the monies paid hereunder by the Purchaser shall be refunded to the Purchaser by the Developers (but without any interest, compensation, damage or costs) Sixty days after the termination of this Agreement and the Developers will be entitled immediatley after the termination of this Agreement to sell and/or dispose off the said premises in favour of any other party and the Purchaser herein will have no right to object to such sale/disposal of the said premises by the Developers.

14. Without prejudice to the above and the Developers other rights under this Agreement and/or in law, the Developers

may at their own option accept from the Purchaser the payment of the defaulted instalment/s on the Purchaser paying to the Developers interest on the defaulted instalment/s at the rate of 24% per annum for the period of which the payment has been delayed.

(a) The Purchaser/s hereby agrees that if the cost of construction shall go up due to rise in the prices of steel, cement etc. or due to any other reason whatsoever, the Party of the Purchaser/s shall pay to the Developers in addition to the consideration hereunder mentioned, such additional price of the escalated cost of construction upto a maximum of 10% of the Total Prices agreed upon.

15. The possession of the said premises shall be given by the Developers to the Purchaser on or before the 30th day of June 1996 subject to the availabiltiy of cement, steel, water and other building materials and subject to strikes, civil commotion or any Act of God such as earthquake, flood or any other natural calamity and act or other causes beyond the control of the Developers. If the Developers shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended then it shall be at the option of the Purchaser to terminate this Agreement in which event the Developers shall forthwith on demand refund to the Purchaser all the monies paid by the Purchaser to the Developers herein together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Developers and until such amounts are refunded such amounts and interest shall be a charge on the said Property together with construction (if any) thereon to the extent of the amounts due to the Purchaser. Provisions of this clause shall be subject to what is provided in section 8 of the Maharashtra Ownership Flats Act, 1963.

16. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Property or the said buildings or any

part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the Conveyance in favour of a Co-operative Society as hereinafter mentioned.

17. The Purchase shall have no claim save and except in respect of the premises agreed to be sold 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 as hereinafter mentioned, subject however, to the rights of the Owners and/or Developers as herein stated.

18. It is hereby expressly agreed that the Developers shall be entitled to sell the premises in the said building for the purpose of using the same as Residence guest house, dispensaries, nursing homes, maternity homes, or commercial user, shops, consulting rooms, banks, community hall, stalls or any non-residental user as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the Purchaser shall not object to the use of the other premises in the said Building for the aforesaid purpose by the respective Purchasers thereof.

19. 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 of the same in such manner as they may deem fit. In the event of the Developers obtaining permission from the Concerned Authorities for constructing one or more premises on the terrace then the Developers shall be entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such persons and 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 pos-

session (as owner) of the Purchaser of such premises proposed or constructed on the terraces. In the event of the Developers constructing more than one premises on the terrace, the Developers shall be entitled to dispose of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The society that may be formed by the Purchasers of premises as stated hereinafter shall admit as its members the purchasers of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank for the building being constructed or any other common facility being provided on the terrace then the society shall be entitled to depute its representatives to go to the terrace for the regualr check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may mutually agreed upon by the Purchaser of such premises on the terrace and the society.

20. Until execution of the Conveyance as herein mentioned the Developers shall have full right, if so premitted by the Concerned Authorities, to make additions to the said Building and such additions (additional construction) shall be the property of the Developers. The Developers shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as they may deem fit. Similarly the Developers shall if so permitted by the Concerned Authorities and/or if the Developers shall so desire they the Developers shall always be entitled to construct additional structures on the said Property or any portion or portions thereof and the Developers shall be entitled to dispose off the premises in such additional structures as the Developers may deem fit. The Developers shall even after an execution of Conveyance in respect of the said Building (in which the said Premises are to be located) be entitled to construct additional structures on the remaining portions of the said Property if so permitted by the Concerned Authorities and as may be desired by the Developers. The right of the Purchaser herein shall be confined only to the said premises and the structures (i.e.

Building in which the said premises are located) and purchasers and/or the society formed for the purpose of such building shall have no right on any other portion of the said Property and/or the structures constructed and/or to be constructed thereon. It is expressly agreed and confirmed by the Purchaser that the right of the Developers to construct the additional structures on the said Property or to put up additional floors on the said Buildings is an integral part of this contract for the sale of the said premises to the Purchaser and the Purchaser hereby expressly agrees that he/she/they will not in any manner object to the Developers constructing such additional structures on the said property or carrying out any additional construction on the said Buildings or to the Developers carrying out any additional construction work on the said Property or on any portion or portions thereof. The Purchaser hereby gives his/her/their irrevocable consent to the Developers carrying out construction of additional storeys on the said Building and additional structures as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the Building plans as may be approved by the concerned Authorities.

21. 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 the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in respect of their Development rights in the said property. The Developers shall be free to construct additional structures like sub station for electricity office Co-operative Societies' office, Co-operative Departmental stores, tempie or place of worship, covered and enclosed garages in open compound, underground and overhead tanks, structures watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or lay out plan of the said Property. The Purchaser shall not interfere with the rights of Developers by raising any disputes or Court Injunctions under Section 7 of the Maharashtra Ownership Flat Act,

1963 and/or under any other provision of any other applicable law. The Developers shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any Authority of the State or Central Governnment or Competent Authorities under any law concerning construction of buildings for implementation of their scheme for development of the said Property.

22. As soon as the said Building is notified by the Developers as complete each of the Purchasers of the premises in the said Building (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 15 days of such notice served individually or to be put in any prominent place in the said Building. If any of the Purchasers fails to pay the arrears inspite of the notice the Developers will be entitled to terminate the Agreement with such Purchaser and thereupon all the monies paid by such Purchaser to the Developers in respect of the premises agreed to be purchased by him shall within sixty days of such termination be refunded by the Developers to the Purchasers.

23. 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.

24. The said Building and the surrounding area as may be determined by the Developers shall be conveyed to a Co-operative Society in the name of Mistry Complex Co-operative Housing Society Limited, or the Society that may be registered by the Registrar of Co-operative Societies under any other name for the said Building. The said Society is proposed to be formed by Smt. Mita Ashish Panchal (herein referred to as "the Chief Promoter") and the Developers have agreed to sell the said Premises to the Purchaser on the recommendation of the said Chief Promoter who has inter alia agreed to enrol the Purchaser as the member of the said Society (to be formed for the said Building) at the time of the registration of the said

Society. The said Society shall be registered only after the said Property shall have been fully developed and all the Flats, Shops and other Premises in the said Building as also in the other structures that may be constructed thereon are sold and disposed of. The Purchaser shall become a member of the said Society (which is to be formed solely for the purpose of the said Building) and the Developers shall cause the Owners to execute the Conveyance in respect of the said Buidling and the surrounding land (as may be determined by the Developers) in favour of the said Co-operative Society. Until such Conveyance is executed the right of the Purchaser hereunder shall be confined only to the said Premises and the Purchaser and/or the Society to be formed for the purpose of the said Building shall have no right on any portion of the said Property. The conferment of right shall take place only in respect of the said Building and the surrounding land (as determined by the Developers) in favour of the Co-operative Society on the execution of the Conveyance in its favour as aforesaid i.e. the Conveyance shall be in respect of the said Building and the surrounding land (as determined by the Developers). The Purchaser will not ask for the subdivision in respect of the portion of the land to be conveyed to the said Society from out of the said Property. The Conveyance to be executed in respect of the said Building and the surrounding land (as determined by the Developers) shall contain such covenants conditions and stipulations as the Developers shall determine for protecting and safegaurding their rights as regards the remaining portions of the said Property. It is specifically clarified that any conveyance and/or conveyances to be executed in favour of such co-operative society or societies shall not include any portion of the land bearing CTS Nos. 502 (part) and 504 (part) admeasuring 3201.56 Sq.mtrs which is reserved for play ground as aforesaid and that as afore stated the said land shall continue to be at the disposal of the Developers who will be entitled to utilise the same and/or the benefits arising there from for their own use and benefit.

25. The Conveyance in respect of such Co-operative Society

shall be executed only after the said Property shall have been fully developed as aforesaid. Even after the Co-operative Society for the said Building shall have been formed as aforesaid and/or Conveyance in respect of the said Building and the Surrounding land (to be determined by the Developers) shall have been executed in favour of the said Society as aforesaid, the Developers shall have full right and authority to develop the remaining portion of the said Property and the entire Floor Space Index (FSI) of the said Property (other than the FSI utilised in the said Building) shall continue to be under the Ownership and control of the Developers who shall be entitled to utilise the same for the benefit in development of the remaining portions of the said Property and the Purchaser and/or the said Society to be formed for the said Building as aforesaid shall have no right of any nature whatsoever in respect thereof. As regards the FSI utilised and/or to be utilised in the said Building is concerned the same shall be also be under the Ownership and control of the Developers who shall be entitled to utilise the same (subject to the other rights of the Developers under this Agreement and under the law) in the construction of the said Building and for the disposal of premises therein on Ownership basis.

26. So long as the various premises in the said building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates the Purchaser shall pay the proportionate share of such taxes, rates, and other outgoings mentioned in the Third Schedule assessed on the whole building. The Purchaser shall tentatively pay Rs.2 per sq.ft. per month to the Developers for the above.

27. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchases 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, Local Bodies and Authorities, Electricity Supply Company, the Co-operative Society, 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.

28. The Purchaser agrees to pay total consideration amount 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 dates or events.

29. The Purchaser hereby covenants with the Developers to pay consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and condition in this Agreement and to keep the Developers fully indemnified against the said payments and observance and performance of the said covenants and conditions excepts 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 Developres to carry out additional construction work on the said building now under construction and/or to construct additional Buildings and structure on the said property.

30. The Purchaser agrees and undertakes from time to time to sign and execute the application for the formation and registration of the Society including the bye-laws of the proposed society within Ten days of the intimation by the Developers. No objection shall be raised to the changes in the draft Bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchaser shall be bound from time to time to sign all the 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 the Purchaser 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 shall pass the necessary resolution confirming the right of the Owners as aforesaid to carry out additional construction work on the said Buildings and structures on the said property and also confirming the right of the Developers to sell on ownership basis other premises in the said Building to be constructed on the said Property.

31. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority 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 the constructed thereon, the same shall be reimbursed by the Purchaser to the Developers in the proportion of the area of the said premises to the total area of all the structures on the said Property.

32. The Purchaser/s shall on demand, deposit with the Developers his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Developers to the Local Authority or Body concerned and/or to any other Concerned Authority.

33. The Purchaser shall at the time of making payment of the instalments mentioned as agreed herein will also pay to the Developers a sum as mentioned in Clause 42 which will be held by the Developers as deposit without interest and the Developers shall be entitled to utilise such deposits towards payment of 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, the Developers will have right to take legal action against the Purchaser for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been transfered and/or conveyed to the Society the Developers shall handover the said deposit or the balance thereof to such society.

34. The Purchaser hereby agrees and undertakes to become a member of the Mistry Complex Co-operative Housing Society (Proposed) or a Society that may be formed in any other name as aforesaid and to co-operative in carrying out all the formalities for registration thereof and shall a sign all documents, applications, ect., for registration and for membership and other papers and documents called for by the Society.

35. The Developers have informed the Purchaser that the Developers will be constructing a Clubhouse with Recreational facilities on the said Property. Each of the Flat Purchasers and/or members of the Co-operative Societies/corporate bodies after the same are formed and registered and comprising of all the Flat Purchasers of premises constructed on the larger property shall be entitled to become members of the said Clubhouse on payment of the fees and subscriptions as may be fixed by the Developers and/or the body managing the said Clubhouse and the Flat Purchaser shall be governed by and has agreed to abide by the rules and regulations that may be formed from time to time by the Management of the said Club. The said club will ultimately be managed by the Apex Body to be formed by the Co-operative Societies corporate bodies to be formed for the purpose of the buildings forming party of Mistry Complex. The Developers has the right to enroll members other than society members for the said Club house at their absolute discretion.

35.A. The Flat Purchaser has agreed to become member of the Club and has agreed to pay a sum of Rs.22,000/- [RUPEES Twenty two thousand only.] by way of non - refundable subscription.

electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the premises of any other premises owners in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by Purchasers.

37. In the event of the said Society formed and registered before the sale and disposal by the Vendors of all the premises in the said Building as also the completion of additional structures and/or sale and disposal of premises in the said Buildings on the said Property and/or the additional structures, the powers and authority of the society

and the purchasers of the premises therein shall be subject to the powers of the Developers in all the matters concerning development of the said Property as also contruction of additional structures and all amenities pertining to the same and in particular the Developers/Vendors shall have absolute authority and control as regards any unsold premises and the sale thereof. As aforesaid the right of the said Society shall be confined only to the said Building and the surrounding land (as determined by Developers) and the Developers shall have a right to complete the said Building and to sell and dispose of for their benefits all unsold Premises in the said Building.

38. The Purchaser shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developers. The Purchaser shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular the said building so as to provide shelter and to 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 alloted to him/her/them.

39. 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, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchasers 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.

40. 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 part of the said Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building. However it is clarified that this does not cast any obligation

upon the Developers to insure the building or premises agreed to be sold to the Purchaser.

41. After the said Building any premises to be constructed by the Developers on the said Property are complete and ready for occupation and after the Society for the said Building as aforesaid is registered and only after all the premises in the said Building shall have been sold and disposed off by the Developers and after the Developers shall have received all dues payable to them under the terms of the Agreements with the Purchasers of all the premises in the said Building the Developers shall execute and or cause to be executed by the owner in favour of the said Society a Conveyance, in respect of the said Building and the land surrounding thereto (as determined by the Developers) until the execution of the conveyance, the possession of the said Property and the said Building and premises thereon shall be deemed to be of the Developers and the Purchaser who shall have been given possession of the premises agreed to be sold to him/her/them shall be merely a licensee thereof.

42. All costs, charges, expenses in connection with preparation, engrossing, stamp duty and registration charges in respect of this Agreement shall be borne and paid by the Flat Purchaser alone.

43. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance at Bombay and the Developers will attend the Sub-Registrar and admit execution thereof after the Purchaser inform them of the number under which it is lodged for Registration by the Purchaser.

44. All letters, circulares, receipts and/or notices issued by the Developers despatched under Certificate of Posting to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge to Developers. For this purpose, the Purchaser has given the following address : 34/6, Aradhana, J.B. Nagar, Andheri (E), Bombay - 400 059.

45. The Purchaser shall at the time of making payment of the instalments mentioned in Clause 12 (e) deposit with the Vendors/Developers the following amounts:-

i)	Rs. 1,200/-	lumpsum amount of legal charges for this agreement.
ii)	Rs. 261/-	for share money, application and entrance fee of the Society;
iii)	Rs. 1,500/-	for formation and registration of the Society.
iv)	Rs. 11,000/-	security deposit for proportionate share of taxes and other outgoings.
v)	Rs. 1,000/-	towards deposit of electric Meter & Water Meter.

In case there shall be deficit in this regard, the Purchaser shall forth with on demand pay to the Developers his proportionate share to make up such deficit.

46. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or firecess betterment charges or development tax or security deposit for the purpose of obtaining water connection for the said Building or for any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the Municipal Corporation or to the State Government or becoming payable by the Developers the same shall be reimbursed by the Purchaser to the Developers in proportion in which the area of the said Premises agreed to be acquired by the Purchaser shall bear to the total built up area available for construction on the said Property and in determing such amount, the decision of the Developers shall be conclusive and binding upon the Purchaser.

47. It is further agreed between the Developers and the Purchaser at the time of execution of Conveyance in favour

of the said Co-Operative Housing Society, the Purchasers and/or the said Society shall reimburse to the Developers IOD, deposits and other refundable deposits paid by the Developers in respect of the said Building.

48. The Deed of Conveyance and other documents for transferring the title in favour of the said Society in respect of the said Property and the said Society in respect of the said Property and the said Building shall be prepared by M/s. Kirit N. Damania & Co., and the same will contain such covenants and conditions as the said Adovcates and Solicitors shall think reasonable and necesary having regard to the development of the said Property

49. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Developers of any breach or non compliance 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.

50. The Developers shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Purchaser shall have no right to object to the same.

51. The Purchaser himself with intention to bind all persons into whosoever hands the said premises may come, both hereby covenant with the Developers as follows:

(a) To maintain the said premises at Purchaser's costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building

in which the said premises is situated and the said premises itself or any part thereof.

(b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.

(c) To carry out at his own costs all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which they were delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the Developers in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolised the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drains and pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser

shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Developers and/or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).

(e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the said Building.

(f) Pay to the Developers within 7 days of demand by the Developers his share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building.

(g) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the Concerned Local Authority and/or Government and/or other Public Author, on account of change of user of the said premises by the Purchaser.

(h) The Purchaser shall not let, sub-let, transfer, assign, or part with Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Pur-

chaser has obtained permission in writing of the Developers for the purpose.Such transfer shall be only in favour of the Transferee as may be be approved by the Developers.

(i) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(j) Till Deed of Conveyance in respect of the said Property and the said Building is executed the Purchaser shall permit the Developers and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part thereof to view and examine the state and condition thereof.

(k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the recitals thereof). If the Purchaser neglects, omits or fails to pay for any reason whatsoever to the Developers the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specificed for the payment thereof or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Developers shall be

entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developers re-entry on the premises as aforesaid all the right, title, and interest of and Purchaser in the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Purchaser (except the outgoings apportionable to the said premises till the date of such termination) shall after Sixty days of such termination be refunded by the Developers to the Purchaser.

52. All costs, charges and expenses in connection with preparation, engrossing, stamping and registrating this Agreement as also the conveyance and any other documents required to be executed by the Developers, the Owners or by the Purchaser stamp and registration charges in respect of such documents transferring land and Building in favour of the Co-operative Society as well as the entire professional costs of the Advocates of the Developers in preparing and/or approving all such document shall be borne and paid by the Society or proportionately by the members of such Society. The Developers shall not contribute anything towards such expenses. The Purchaser shall on demand pay to the Developers his proportionate share in regard to the above. The amount puyabe under this share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in Clause 42 and 45 above.

The First Schedule Above Referred To

Firstly all those pieces or parcels of vacant agricultural lands admeasuring 6218 (six thousand two hundred and eighteen) sq.yards or thereabouts situate, lying and being at kondivita, in the South Salesette Taluka of Bombay Suburban District, Registration Sub-Districts of Bandra and bearing the description as under :-

Sr. No.	Survey No.	Plot No.	Hissa No.	Area Area/Gunthas	
1.	45	20 to 23	9	0	19
2.	46	3	5	0	6½
3.	47	1	4	0	19

and all those three pieces lying adjacent to each other are togehter bounded as follows :- that is to say on or towards the North partly by Survey No.45, Hissa No. 7, 10 and 11 and partly by Survey No.46, Hissa No. 1, on or towards the South by the boundary of Shahar Khoti Village, on or towards the East by Survey No.45, Hissa No. 1 and Survey No. 46, Hissa No.1 and or towards the West by Survey No.47, Hissa No.2 & 3 and Gaothan Land.

4.	46	2	3	0	6½

and all which piece of land is bounded as follows : that is to say on or towards the North, West and South by Survey No.46, Hissa No. 1 on or towards the East by Survey No.46, Hissa No. 4.

Secondly all that piece or parcel of vacant agricultural land admeasuring 2934 sq.yards (24 1/2 gunthas) or thereabouts situate, lying and being at Kondivita (Andheri Marol) in the South Salsette to Taluka of Bombay Suburban District Registration Sub-District of Bandra and bearing Survey No. 47, Plot No. 3, Hissa No.2 and bounded as follows : that is to say: On or towards the North by Gaothan

On or towards the South

On or towards the Easst partly by Survey No.47, Hissa No.3 and partly by Survey No.45, Hissa No.9 and on or towards the West by Survey No.48.

Thirdly all the piece or parcel of vacant land admeasuring 3055 sq.yards (251/4 gunthas) or thereabouts situate, lying and being at Kondivita (Andheri Marol) in the South Salsette Taluka of Bombay Suburban District Registration on Sub-District of Bandra, and bearing Survey No.47, Hissa No.3 and bounded as follows, that is to say, On or towards the North by land bearing Survey

No.47, Hissa No.2 belonging to the Purchasers, on or towards the South by the boundary of Gahar Khoti Village, on or towards the past by Survey No.47, Hissa No.4 belonging to the Purchasers, on or towards the West partly by Survey No.47, Hissa No.2 belonging to the Purchasers and partly by Survey No.48 reserved for Municipal Primary School.

The Second Schedule Above Referred To

All that piece or parcels of land or ground containing by admeasurement 1500 sq.mtrs or thereabouts bearing CTS No. 504 part and CTS No. 505 part of Village Kondivita forming part of the larger property described in the First Schedule hereinabove written and which the said area of 1500 Sq. mtrs is bound as under :-

On the North by partly by CTS No. 405 and partly by CTS No. 505 and on the South by D.P. Road on the East partly by City Survey No. 509 part and partly by City Survey No. 508 on the West by CTS No. 504 part and beyond that by land bearing CTS No. 501

The Third Schedule Above Referred to

All that piece of parcels of land or ground bearing City Survey No.504 part 505 part 506, CTS No. 431 and CTS No. 502 CTS No. 509 part CTS No. 510, CTS No. 507 substantial portion whereof form part of the larger property described in the first schedule hereinabove written.

The Fourth Schedule Above Referred to

List of Amenities and Specifications

1. Building will be R.C.C.Frame Structure, External wall 6" thick & internal 4" thick concrete block wall with cement plaster.
2. The Flooring & skirting of the Living Rooms, Bedrooms and internal passage will be in MARBLE.
3. Toilet or Bathroom flooring & 6' dado in Ceramic tiles.
4. W.C. flooring and 6' dado will be of Ceramic tiles.
5. Wash basin.
6. Shower, geyser in each Bathroom.
7. Loft in Kitchen.

8. Granite Kitchen Platform with Stainless steel sink, ceramic tiles flooring, skirting and dado on Platform.

9. Entrance Door will be soild flush door oil painted, one night latch, peep hole and safety chain. Flush door or panel door for rooms, Bath, W.C., with necessary stainless steel fitting or equivalent fitting as required.

10. Bath & W.C. Louvered window oil painted.

11. All balconies Enclosed with ALUMINIUM WINDOW.

12. ENTRANCE to building will be MARBLE OR GRANITE FLOORING AND DEDO.

13. ELECTRIC: All rooms having conceal copper wiring as per B.S.E.S. rules and regulations.

LIVING ROOM:	Five light point, one plug point.
BED ROOM:	Three light point, one plug point.
KITCHEN :	One light point, one power point, one plug point.
BATH :	One light point & one geyser 1 to 3 K.W.
W.C.:	One light point.
PASSAGE :	One light point.

14. WATER SUPPLY : One down take tap in kitchen, bathroom & W.C. Suction Tank with electric pumps and over head Tank as per B.M.C. Rules.

The Fifth Schedule Above Referred To

1. The expenses of maintaining, repairing, re-decoration etc., of the main structure and in particular the roof, gutters and rain water pipes and electic wires in under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the Other premises and the main entrance, passage, landings, stair-case of the other buildings as enjoyed by the Purchaser used by him/her/them in common as aforesaid and the boundary walls of the buildings compound terraces etc.

2. The cost of cleaning and lighting the passage landings, staircases and other parts of the buildings enjoyed or used by the Purchaser in common as aforesaid.

3. The cost of decorating the exterior of the building.

4. The cost of salaries of clerks, bill collectors, sweepers etc.

5. The cost of working and maintenance of water, pumps, lights and other service charges.

6. Local Authority and other taxes and other assessments.

7. Insurance of the building.

8. Cost of water or electric meters and/or any deposit for water or electricity.

9. Cost of making and maintaining water main, sewerage line, street lights, internal road, D.P. Roads, storm water drain etc.

10. Cost of installing laying and maintaining all the services infra-structure and final services in the lay out area.

11. Such other expenses as are necessary or incidental for maintenance and upkeep of the building.

In Witness Whereof, the Developers and the Purchaser/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

Signed And Delivered by the within named "Developers" M/S. Mistry Lalji Narsi Development Co. in the presence of .....)

For Mistry Lalji Narsi Development Corporation,

Partner.

Signed And Delivered by the withinnamed "Purchaser" Mr/Mrs. RAM SWAROOP GARODIA in the presence of VIMAL KUMAR RUNGTA)

R. S. Garodia

V. K. Rungta.

Received the day and year first here-in above written of and from the withinnamed Purchaser the sum of Rs. 37,500/- (Rupees Thirty seven thousand five hundred only) being the amount of ~~earnest money~~ or deposit to be paid by him/~~her~~ to us by ~~Cash~~/Cheque No. 448688 dated 18/08/93.

We Say Received
For Mistry Lalji Narsi Dev. Corpn.

WITNESSES :

PARTNER

Annexure 'A'

KIRIT N. DAMANIA & CO.
Advocates and Solicitors

Kirit N. Damania.
L.L.B. Solicitor.

Telephone:
Off: 225965 223317

Resi:
Flat No.113,11th Floor,
Rewa Apartments,
T.B. Pavillion Compound,
Bhulabhai Desai Road,
Bombay 400 026.

Off:
Unit No.1113,11th Floor,
Raheja Centre,
Free Press Journal Road,
Nariman Point, Bombay 400 021.

TO WHOMSOEVER IT MAY CONCERN

Ref.:- Property being land bearing Survey Nos. 45/9 Part (CTS No. 431), Survey No. 435/9 Part, (CTS No. 506), Survey No. 47/2 (CTS No. 502), Survey No. 47/3 (CTS No. 504), Survey No. 47/4 (CTS No. 505), Survey No. 46/3 (CTS No. 511), Survey No. 46/5, (CTS No. 509) situate lying and being at Kondivita, Taluka Andheri (East) in Greater Bombay in the Registration District and Sub-District of Bombay City and Suburban contianing by admeasurement 10,206.7 sq. mts. or therabouts belonging to (1) Muktaben Harish Waghela, (2) Smt. Rameben Ratilal Rathod and (3) Smt. Anjuben Hargovindas Rathod.

THIS IS TO CERTIFY that we have investigated the title of the abovenamed Owners (1) Muktaben Harish Wagela, (2) Smt. Ramaben Ratilal Rathod and (3) Smt. Anjuben Hargovindas Rathod to the above Property and have found the same to be clear and marketable.

2. By 3 separate Orders made by the Competent Authority under Section 8(4) of the Urban Land (Ceiling and Regulation Act, 1976 each owner is declared entitled to hold 500 sq.mtrs. (i.e. 1500 sq. mtrs. in the aggregate by all the Owners) from out of the above land as being within Ceiling Limits) and the area of 8761.5 sq.mtrs is declared as surplus vacant land. The necessary order of the State Government under Section 20 of the aforesaid act for enabling the Owners to hold the said surplus vacant land admeasuring 8761.5 sq.mtrs. for construction of houses for members of Co-operative Housing Society is duly obtained.

3. By and under a Development Agreement dated 5th October 1984 the aforesaid Owners (1) Muktaben Harish Wagala, (2) Smt. Ramaben Ratilal Rathod and (3) Smt. Anjuben Hargovindas Rathod have granted development rights in respect of the above Property to Mistry Lalji Narsi Development Corporation (herein referred to as "the Developers").

4. We certify that the abovenamed Developers are entitled to develop the said Property in accordance with the provisions of the aforesaid Orders obtained from the Competent Authority and State Government in respect of the above Property under the provisions of the Urban Land (Ceiling & Regulation) Act 1976 and to sell flats and premises in the structures to be constructed thereon on what is known as on ownership basis.

5. In respect of land bearing Survey No. 47, Hissa No.2 (CTS No. 502) there is a claim of one Tony Correa and litigation in respect thereof is pending. The Developers are not to take any development work in respect of the said land bearing CTS No. 502 till the pendency of the litigation. Substantial portion of Survey No.47, Hissa No.2 (CTS No. 502) is reserved for garden.

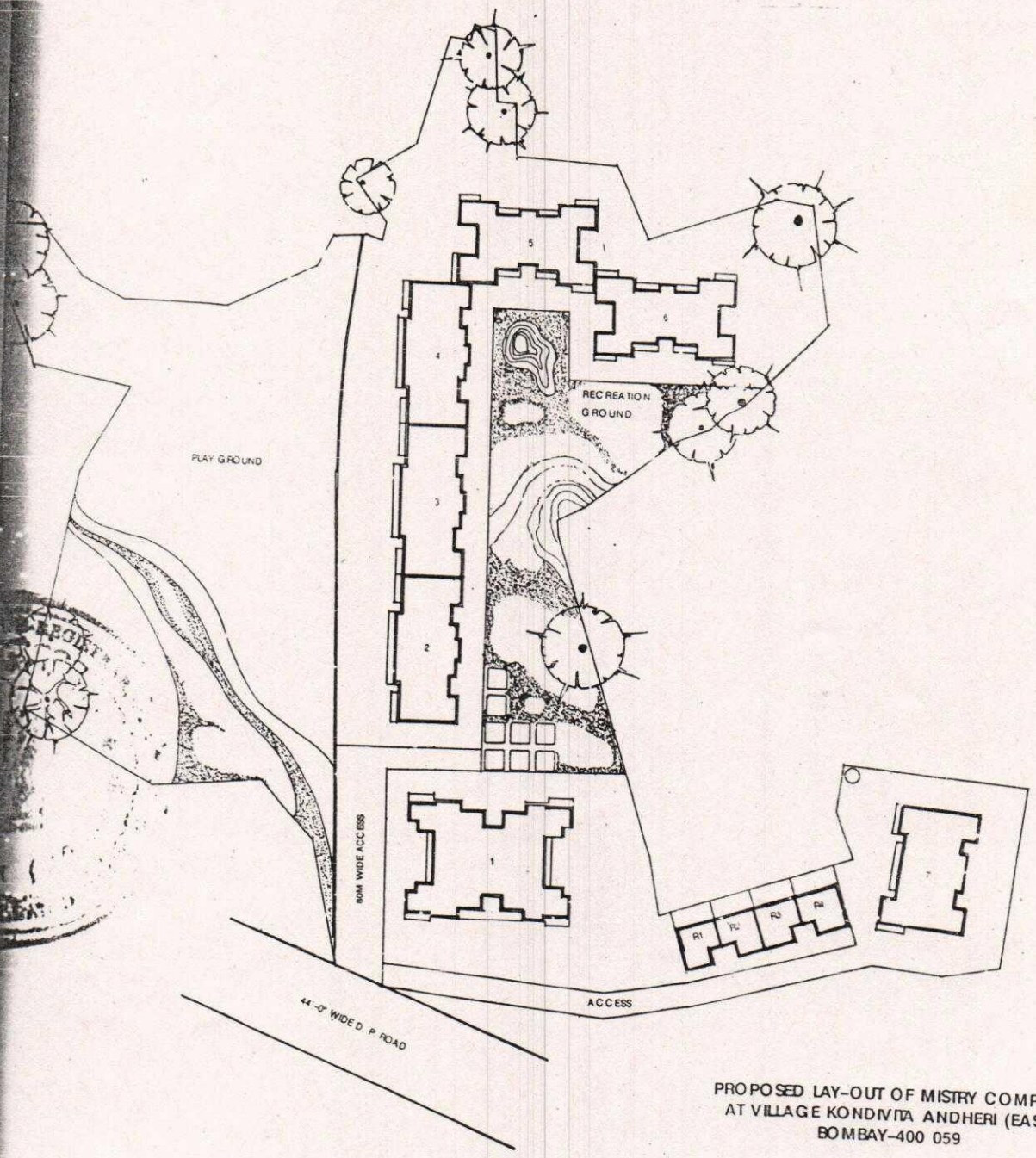
Bombay, Dated this 9th Day of July, 1993.

For KIRIT N.DAMANIA & CO.,

Sd/-

Proprietor

ANNEXURE "C"
Plan



PROPOSED LAY-OUT OF MISTRY COMPLEX
AT VILLAGE KONDIVITA ANDHERI (EAST)
BOMBAY-400 059

N

EXTRACT FROM THE PROPERTY REGISTER CARD

City जोगेश्वरी / Tal. Andheri Dist. Bombay Suburban Dist.

City Survey Number	Area Sq. Mts.	Tenure	Particulars of Assessment for rent paid to Government and when due for revision
५११	६९३·३	–	–

Easements –

Holder in 19 Origin of the Title (So far as traced): कोळी

LESSEE

Other encumbrances

Other remarks

Date	Transaction	Vol.No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation

EXTRACT FROM THE PROPERTY REGISTER CARD

City जोगेश्वरी / Tal. Andheri Dist. Bombay Suburban Dist.

City Survey Number	Area Sq. Mts.	Tenure	Particulars of Assessment for rent paid to Government and when due for revision
४३१	६१८·१	–	–

Easements –

Holder in 19 Origin of the Title (So far as traced): कोळी

LESSEE

Other encumbrances

Other remarks

Date	Transaction	Vol.No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation

EXTRACT FROM THE PROPERTY REGISTER CARD

City जोगेश्वरी / Tal. Andheri Dist. Bombay Suburban Dist.

City Survey Number	Area Sq. Mts.	Tenure	Particulars of Assessment for rent paid to Government and when due for revision
५०५	१८४०·८	–	–

Easements –

Holder in 19 Origin of the Title (So far as traced): कोळी

LESSEE

Other encumbrances

Other remarks

Date	Transaction	Vol.No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation

EXTRACT FROM THE PROPERTY REGISTER CARD

City जोगेश्वरी / Tal. Andheri Dist. Bombay Suburban Dist.

City Survey Number	Area Sq. Mts.	Tenure	Particulars of Assessment for rent paid to Government and when due for revision
५०९	६४५·१	–	–

Easements –

Holder in 19 Origin of the Title (So far as traced): कोळी

LESSEE

Other encumbrances

Other remarks

Date	Transaction	Vol.No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation

EXTRACT FROM THE PROPERTY REGISTER CARD

City जोगेश्वरी / Tal. Andheri Dist. Bombay Suburban Dist.

City Survey Number	Area Sq. Mts.	Tenure	Particulars of Assessment for rent paid to Government and when due for revision
401 /	2442-2	-	-

Easements -

Holder in 19 Origin of the Title (So far as traced): रोमी /

LESSEE

Other encumbrances

Other remarks

Date	Transaction	Vol.No.	New Holder (H) Lessee (L) or Encumbrance (E)	Attestation
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

EXTRACT FROM THE PROPERTY REGISTER CARD

City जोगेश्वरी / Tal. Andheri Dist. Bombay Suburban Dist.

City Survey Number	Area Sq. Mts	Tenure	Particulars of Assessment for rent paid to Government and when due for revision
402 /	9044-2	-	-

Easements -

Holder in 19 Origin of the Title (So far as traced): रोमी /

LESSEE

Other encumbrances

Other remarks

Date	Transaction	Vol. No.	New Holder (H) Lessee (L) or Encumbrance (E)	Attestation
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

EXTRACT FROM THE PROPERTY REGISTER CARD

City जोगेश्वरी Tal. Andheri Dist. Bombay Suburban Dist.

City Survey Number	Area Sq. Mts.	Tenure	Particulars of Assessment for rent paid to Government and when due for revision
402 /	2830-9	—	—

Easements -

Holder in 19 Origin of the Title (So far as traced): रोमी /

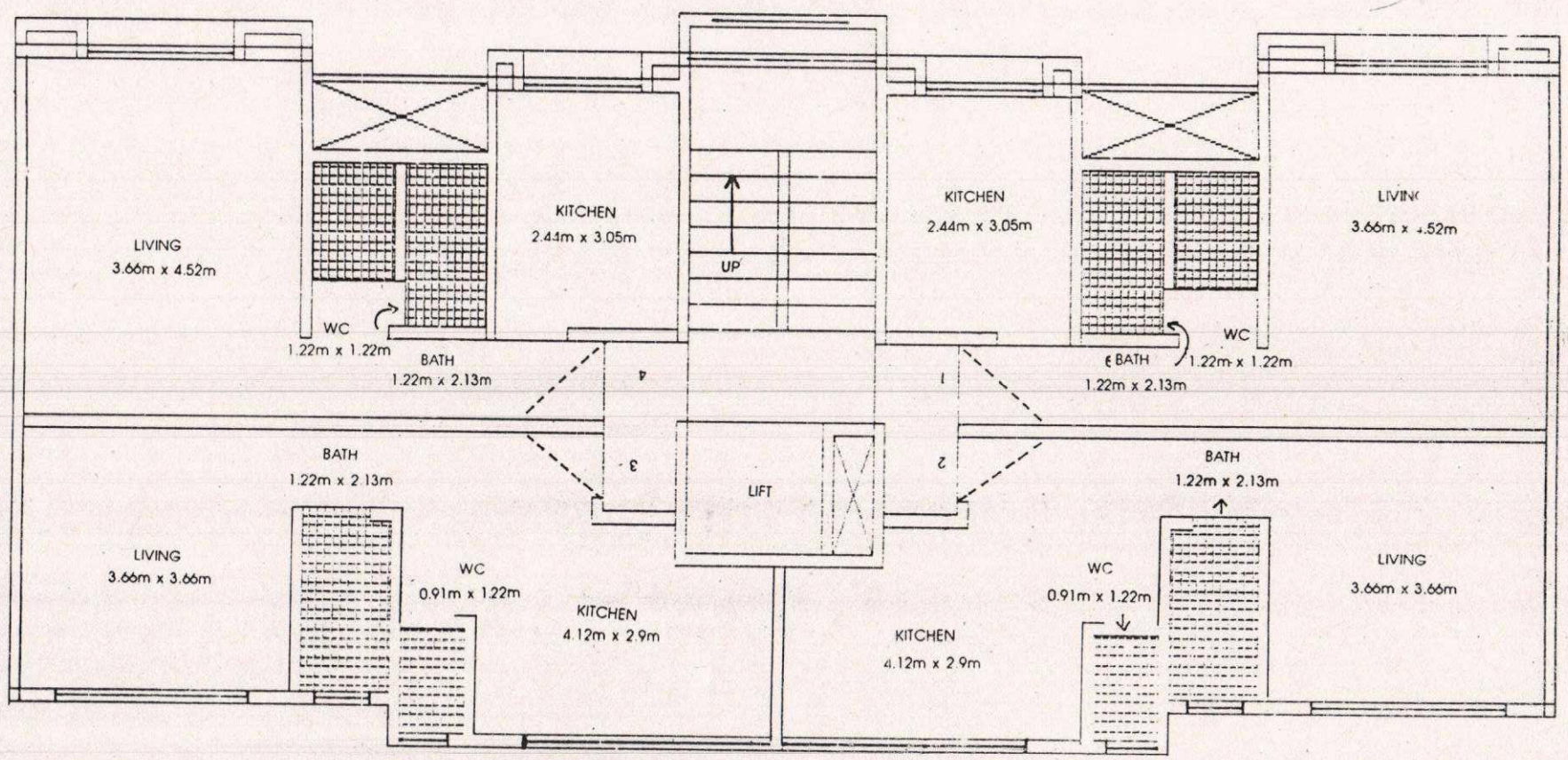
LESSEE

Other encumbrances

Other remarks

Date	Transaction	Vol.No.	New Holder (H) Lessee (L) or Encumbrances (E)	Attestation
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

GROUND FLOOR PLAN
FOR
Bldg. No. 2, 3 & 4



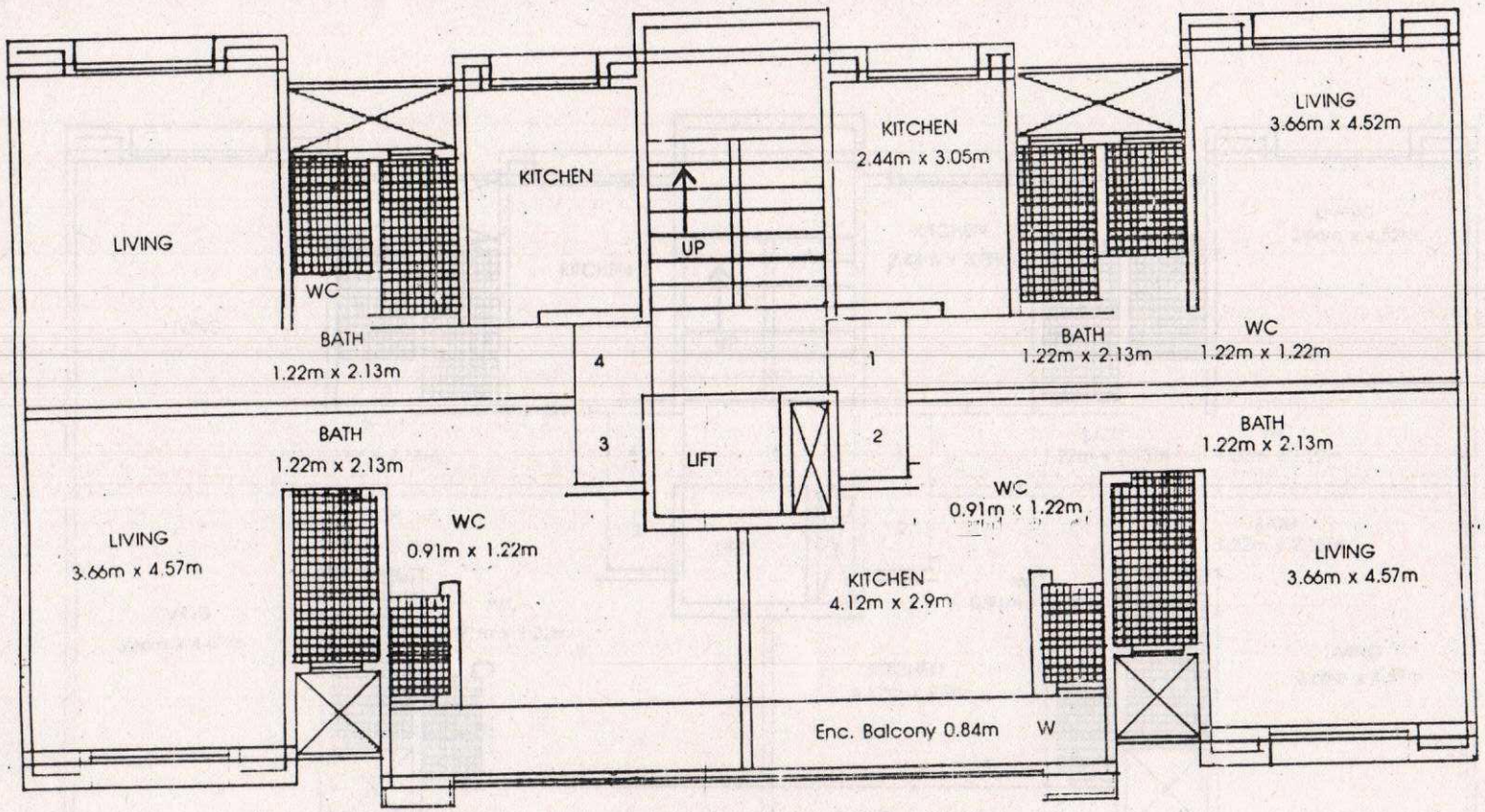
FLAT NO. _____ ON THE FLOOR _____ BLDG.: _____

FOR M/s. Mistry Lalji Narsi Development Corporation

_____ Witness

_____ Purchaser's Sign

ABOVE FLOOR PLAN
Bldg. No. 2, 3 & 4



FLAT NO. _____ ON THE FLOOR _____ BLDG.: _____

FOR M/s. Mistry Lalji Narsi Development Corporation

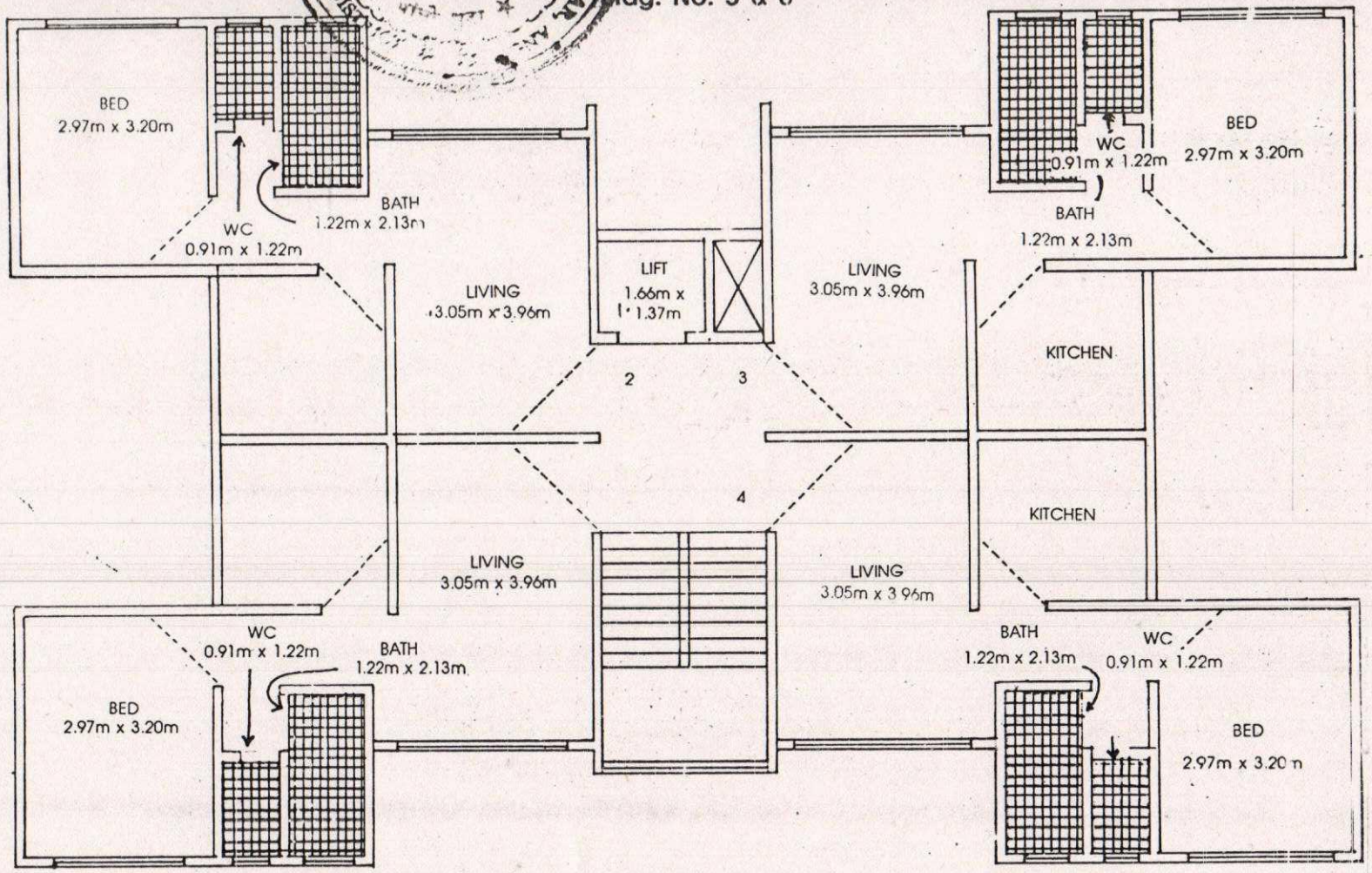
_____ Witness

_____ Purchaser's Sign

ANNEXURE "C"
Plan
FOR M/s. Vistaar Pali Hill Housing Development Co.Pvt.Ltd.
Proprietor's Sign
BLDG.:
ON THE FLOOR
PLANING
Bldg. No 2, 3 & 4
ABOVE FLOOR PLAN
GROUND FLOOR PLAN

ANNEXURE "C"
Plan

GROUND FLOOR PLAN
Bldg. No. 5 & 6



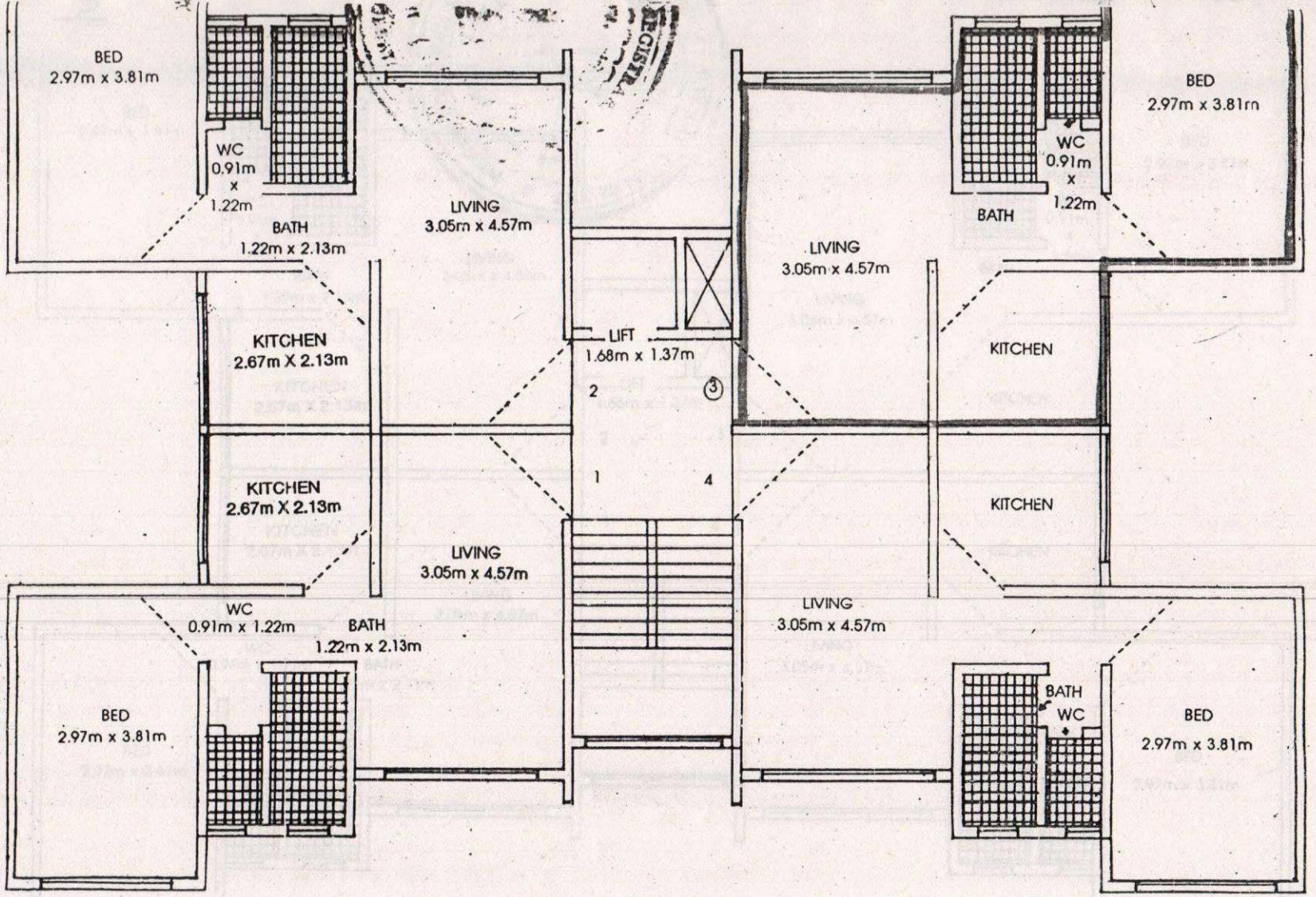
FLAT NO. _____ ON THE FLOOR _____ BLDG.: _____

FOR M/s. Mistry Lalji Narsi Development Corporation

_____ Witness

_____ Purchaser's Sign

ANNEXURE "C"
Plan



FLAT NO. 403 ON THE FLOOR 4th BLDG.: Sundaram.

V. K. Rungta
Witness

R. S. Ansari
Purchaser's Sign

FOR M/s. Mistry Lalji Narsi Development Corporation

Jayantilal Lalji

ANNEXURE "C"
Plan

FOR M/s. Mistry Tally Naik Development Corporation

FLAT NO. ____ ON THE FLOOR ____ BLDG:: ____

Witness ____ Purchaser's sign ____

ANNEXURE "D"

(A) Common areas and facilities of the said premises in relation to the said Building:-

(a) The said property on which the said Building shall be constructed, and the common service lines such as electricity, water, drainage, common recreation areas.

(b) The following facilities which will be located throughout the building;

(1) Water tank located on Ground Floor of the Building;

(2) Plumbing net-work throughout the Building;

(3) Electric wiring net-work throughout the Building;

(4) Necessary light, telephone and publec water connections·

(5) The foundations and main walls, columns, girders, beams and roofs of the building; and

(6) All apparatus and installation existing for common use.

(B) The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor:-

(1) A lobby which gives access to the stairway from the said premises.

(C) Percentage of undivided share of the said Premises:

(i) Common areas and facilities relating to the said building.....%.

(ii) Restricted common areas and facilities on particular floor of the said Building on which the said premises is located....%.

N.B: *The aforesaid statement is tentative and is liable to change in the event of their being changes in the in the building plans of the said Building.*