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AGREEMENT FOR SALE

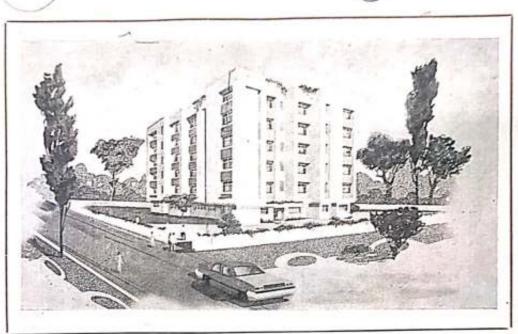
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OF T

FLAT/SHOP/GARAGE/CAR PARKING SPACE

No. 302 ON 32d FLOOR

(d)



## "ATLANTA TOWER"

ATIT CO-OP. HSG. SOCIETY LTD. (PROPOSED)

VILLAGE SAHAR, ANDHERI (EAST),

B O M B A Y - 400 099.

BUILDERS & DEVELOPERS

## ATLANTA CONSTRUCTION CO. (I) PVT. LTD.

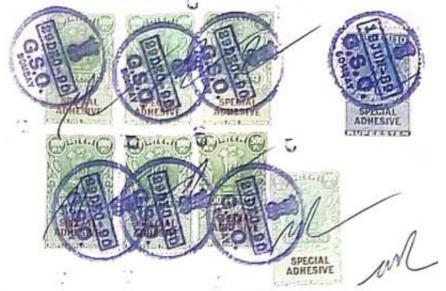
'ATLANTA', B-22/A, V. M. ROAD, VILE PARLE (W.), B O M B A Y - 400 049.

Phones: 614 10 48

Telex : 011-78296 ATCO IN

614 05 92

Telefax: 6147520



THIS AGREEMENT made at Bombay this ीर day of मुझान अधीक्षक, मुंबर र्रेक्स प्रकार 1991 in the Christian Year One Thousand Nine Hundred पांच्याकिस्ता

Eighty Nine BETWEEN MESSRS. ATLANTA CONSTRUCTION COMPANY (INDIA) Pvt. Ltd., a company duly registered under the provisions of the Companies Act, 1956 and having its registered office at B-22/A, Vaikunthlal Mehta Road, Vile Parle (West), Bombay - 400 049, hereinafter referred to as "THE DEVELOPER/PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and be deemed to include the successors or successor of them) of the ONE PART AND SUBHASH WIG

hereinafter referred to as "THE FLAT PURCHASER" (which expression shall unless repugnant to the context or meaning thereof shall include his/her/their heirs, executors, administrators and permitted assigns) of the OTHER PART:

WHEREAS by an agreement for sale dated the 6th day of March 1982 executed between the One Harvey Pereira therein called 'the Vendor' of the one part Mrs. Adelaide widow of Manuel Pereira, Clifford Pereira, Hazel Pereira, Harvey Pereira, Rev. Fr. Rufus Pereira and Mrs. Naveen Almeida being the other heirs of the deceased Manuel Pereira therein collectively called "the Confirming Parties" (hereinafter referred to as "the Original Owners") of the Second Part and Messrs.

An

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Mohatta Builders and Associate therein called "the purchasers" of the third part, the said Harvey Pereira agreed to sell to of the third part, the said Messrs. Mohatta Builders and the Purchasers namely the said Messrs. Mohatta Builders and the Purchasers namely the said properties more Associates the development rights in the said properties more particularly described in the Schedule thereunder written being the same property as is more particularly described in the First Schedule hereunder written at or for the price and/or the consideration and upon the terms and conditions therein contained;

AND WHEREAS by Agreement for Development dated 7th June 1982 and executed by the said Messrs. Mohatta Builders and Associates therein called "the Vendors" of the one part and Shri Anant Ratilal Sheth carrying on business in the firm name of M/s. Anupama Builders therein called "the Developers" of the other part, the said Messrs. Mohatta Builders and Associates in their turn granted development rights in respect of the said property in favour of the said Anant Ratilal Sheth doing business in the name of M/s. Anupama Builders at and for consideration and on the terms and conditions mentioned therin:

AND WHEREAS the said Mr. Anant Ratilal Sheth agreed to grant development rights in a portion of the said property viz. portion of the land bearing C. T. S. No. 20 which is more particularly described in the Second Schedule hereunder written to the said Messrs. Atlanta Construction company (India) Pvt. Ltd., being the Developer/Promoter herein on the terms and conditions mutually agreed between them;

AND WHEREAS Original Owners having been shown to be the Owners of the said land in the Government and revenue records, the Original Owners submitted to the Government of Maharashtra (hereinafter referred to as "the Government) in



the name of the Original Owners an application under the Ceiling Act for exempting the said land from the provisions the Ceiling Act; AND WHEREAS by an order No. C/ILC/Desk-XV/6(1) Sr XI. 473/1294 dated 16-10-84 (hereinafter referred to as "the said Order") the Government exempted the said land from the provisions of the Ceiling Act and permitted the Original Owners to continue to hold the said land and as a result of the Development Agreement the promoters are entitled and enjoined upon to construct buildings on the said land in accordance with the said order; AND WHEREAS the Developer/Promoter being in possession of the said land has proposed to construct on the said land a new multistoried buildings of ground floor and 5 or more upper floors (hereinafter referred to as "the said buildings"); and has entered into a Standard Agreement with an Architect Mr. Bipin S. Barot egistered with the Council of Architects and such Agreement as per the agreement prescribed by the Council of Architects, whereas the Promotor has appointed a Structural

for the preparation of the Structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building AND WHEREAS on the Flat Purchaser's demand the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said order, the Development Agreement and the plans, designs and specifications prepared by the promoter's Architects Mr. Bipin S. Barot and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale Management and Transfer) Act, 1963 (hereinafter referred to as "the said

Engineer Mr. M/s.

Act") and the rules made thereunder; the copies of Certificate of the of title issued by the attorney-at-law or advocate of the promoter, copies of property card or extract of Village Forms VI, VII and XII or all other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats are constructed or are to be constructed and which the flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure 'A', 'B' & 'C' respectively;

the promoter has got approved from the concerned local authority viz. Municipal Corporation of Greater Bombay, the Plans, the Specifications, elevations, sections and details of the said building;

while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority;

the Promoter accordingly has commenced construction of the said building/s in accordance with the said plans;

the Flat/Shop Purchaser has taken inspection of all the hereinbefore recited documents, papers, plans as also all orders, schemes etc. which are referred in this agreement and is aware of the terms and conditions thereof:

The same language

the Flat/Shop Purchaser epplied to the Promoter for allotment to the Flat/Shop Purchaser Flat No. 302 on 325 floor in building no. \_\_\_\_\_\_ situated at Zouces \_\_\_\_\_; thereafter reffered to as the said flat/shopl;

the Flat/Shop Purchaser has entered into this agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes etc;

herein contained, the Promoter agrees to sell to the Flat/Shop Purchaserthe said Flat/Shop at the price and on the terms and conditions hereinafter appearing;

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

i. The Developer/Promoter shall construct the said building/s consisting of ground and 5 upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been and approved by the Flat Purchaser with such variations, modifications and alterations as the promoter may deem fit and/or as may be required by the concerned local authority/the Government to be made in them or any of them and the Flat Purchaser hereby gives an irrevocable Consent, Power and Authority to the Promoter to add to, alter, vary or modify from time to time the said plans, designs, specifications, including for further construction. It is hereby specifically agreed that the Promoter shall have to obtain prior consent in writing of the Flat Purchaser in respect of such variations or modifications which may adversely affect the flat of the Purchaser and that no

further consent of the Flat Purchaser is required for any further consens or amendment of the plan including modification, variation or amendment of the plan including for additions in the building to be constructed.

2.The Flat/Shop purchaser hereby agrees to purchase from Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Flat Purchaser on Flat/Shop no302 of the Type of the carpet/build-ups area admeasuring 560 sq. Feet (which is inclusive of the area of balconies) on 320 floor as shown in the floor plan thereof hereto annexed and marked Annexure D/Shop No.\_\_\_\_ covered/open Garage No.\_\_\_\_ in the \_\_\_\_ building (hereinafter referred to as the "flat") for the price of Rs. 3, 75, 000/= including Rs. proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Flat purchaser has paid a sum of Rs. 5,000/- as earnest or deposit on or before the execution of these presents. Flat/Shop purchser hereby agrees to pay to the Developer/ Promoter amount in the following manner

(1) Rs. (ii) Rs. (iii) Rs. (iv) Rs. (v) Rs. (vi) Rs. (vii) Rs. (viii) Rs. (ix) Rs. (x)

completion of plinths; on casting of First slab; casting of Second slab; on Third slab; casting of on casting of Fourth slab; on casting Fifth slab; of on casting Sixth slab; of on flooring being completed: Plaster (Internal and External)

at the time of

- 3. The percentage of the undivided interest of the Flat Purchaser in the common areas and the facilities limited or otherwise pertaining the said Flat shall be in proportion of the areas of the flat agreed to be sold hereunder to the total common areas and facilities limited or otherwise.
- 4. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to Flat Purchaser, obtain from the concerned local authority occupation/or completion certificates in respect of the flat.
- 5. The Flat Purchaser has prior to the execution of this agreement satisfied itself about the title to the said Plot. The Flat Purchaser shall not be entitled to investigate the title of the said plot any further and no requisition or objection shall be raised by the Flat Purchaser to any manner relating thereto. A copy of the certificate of title issued by m/s. HARIDAS & Co, Advocates and Solicitors, is hereto annexed and Marked Exhibit "A"
  - 6. The Flat Purchaser agrees to comply with all the terms and conditions of any other scheme, permission no objection etc. that may have been granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority, statutory or otherwise.
  - 7. The Flat purchaser declares that neither the Flat
    Purchaser nor any member of his/her family (the meaning of
    word family being the same as defined Under Urban Land

(Ceiling and Regulations Act, 1976) owns or own a tenement with the limits of Bombay Agglomeration/ house or building with the limits of Bombay Agglomeration/ city and relying solely upon this declaration the promoter city and relying solely upon the Flat Purchaser on the terms agreed to sell the said Flat to the Flat Purchaser on the terms and conditions set out in this agreement.

8. The Flat Purchaser hereby grants his irrevocable power and consent to and agrees :-

- (a) That till the conveyance or any other document vesting the property in favour of common organisation of the Flat Purchasers is executed the Promoter alone shall be entitled to all F S I whether available at present or in future including to all F SI, the additional FSI available under D.P.Rules the balance FSI, the additional FSI available under D.P.Rules from time to time and/or any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening set back reservation or otherwise;
- (b) that under no circumstances the Flat purchaser will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever;
- (c) to the Promoter developing the said plot of land fully by constructing additional build-up/floors/structures therein so as to avail of the full FSI permissible at present or in future including for staircase, lift, passage and by way of purchase of floating FSI on the said plot and including by putting up "additional Construction" as mentioned above and promoter selling the same and appropriating to himself the entire sale proceeds or products thereon without the Flat Purchaser or other acquirers of the tenements/Flats in such building and/or their common organisation having any claim thereto or to any part thereof. The FSI and further and/or additional construction shall always be the property of the Promoter who shall be



at liberty to use, deal with, dispose of, sell, transfer etc. the same in any manner the Promoter chooses. The Flat Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance. The Conveyance of the said plot, (subject to right of way of the adjoining plot owners) building etc. and transfer of rights and benefits of the promoter as hereinafter mentioned shall be subjected inter alia to the aforesaid reservation. The Developer/Promoter shall be entitled to consume the said FSI by raising floor or floors on any structures and/or putting additional structures and/or by way of extension of any structure;

- (d) to the Promoter selling any part or portion of the said building including the open terrace, walls or any portion thereof including for use as a garden, display of advertisements, as the same may be permissible by the authorities concerned;
- (e) to admit without any objection the persons who are allotted flat/s tenements as provided in recital (1) above as members of the proposed society;
- (f) to bear and pay any increment in the price of building material due to unavoidable circumstances as may be decided by the Promoter;
- (g) not to raise any objection or interfere with Promoter's rights reserved hereunder;
- (h) if any further or other writing, document consent etc. is required or necessary for the purpose mentioned in this agreement the Flat Purchaser will execute or sign the same;
- (i) to do all other acts, deeds things and matters which the Promoter in his absolute discretion deems fit, for putting into complete effect the provisions of this agreement.



The aforesald consent and agreement shall remain valid, the aforesald consent and in full force even after continuous, irrevocable subsisting and in full force even after the possession of the said flat is handed over to the Flat the possession of the said property is handed over purchaser and/or possession of the said property is handed over to the society or other common organisation of the purchasers to the society or other common organisation of the purchasers of flats.

9. The Flat purchaser agrees to pay to the Promoter Interest at 16% per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Flat Purchaser to the Promoter.

10. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and/or on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the promoter shall be entitled at his own option to terminate this agreement by giving 15 days notice, PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter shall refund to the Flat Purchaser the instalments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser any interest or any other amount on the amount so refunded and/or and upon termination of this agreement and on refund of aforesaid amount by the Developer/Promoter, shall be at liberty to dispose of sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. The Flat Purchaser agrees that sending of the said amount by cheque by the Promoter to the Flat Purchaser at the address given by the Flat Purchaser in these presents, whether the

Purchaser encashes the cheque or not will amount to the refund of the amount so required to be refunded.

11. The 'fixtures, fittings and amenities to be provided by the Promoter in the said building and the Flat are those that are set out in third schedule hereunder written.

The Promoter may complete any wing, part portion of floor of building and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such premises and the Flat Purchaser herein shall have no right to object to the same and Flat Purchaser hereby gives his specific consent to the same. If the Flat Purchaser takes possession of any premises in such part completed wing, part portion or floor, the Promoter and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work in the said premises, the said building or any part thereof and if any inconvenience is caused to the Flat Purchaser, the Flat Purchaser shall not protest, object to or obstruct the execution of such work nor the Flat Purchaser shall be entitled to any compensation and/or damages and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him or any other person.

13. The Promoter shall give possession of the Flat to the Flat Purchaser on or before the day of the Flat and only against the execution of Conveyance and not before. If the Promoter fails or neglects to give possession of the flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the provisions of section 8 of Maharashtra Ownership Flat Act, by the aforesaid date then



the promoter shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with simple interest at nine per cent per annum from the Flat with simple interest the sum till the date the the date the promoter received the sum till the date the amounts and interest thereon is paid. The Flat Purchaser agrees that sending of the said amount by cheque by the Promoter that sending of the said amount by cheque by the presents, at the address given by the Flat Purchaser in these presents, whether the Flat Purchaser encashes the cheque or not will amount to refund of the amount so required to be refunded, provided to reasonable provided the promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:

- (1) non-availability of steel, cement, other building material, water or electric supply;
  - (2) war, civil commotion or act of God;
- (3) any notice, order, rules, notification of the Government and/or other public or competent authority.
- 13. The Promoter shall be entitled to change the user of the said land, and/or building to be constructed thereon and/or the part or portion thereof, but the same will not affect the user of the said flat.
- 14. The Flat purchaser shall take possession of the Flat within SEVEN days of the Promoter giving written notice to the Flat Purchaser intimating that the said Flat is ready for use and occupation and the Flat Purchaser shall before taking possession of the said Flat inspect the same thoroughly and point out defects if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required.

15. The Flat is intended and shall be used for residential/
commercial purposes only and the Flat Purchaser shall not use
the Flat or any part or portion thereof for any other purposes
whatsoever. The Flat Purchaser shall use the garage or parking
space only for the purpose of keeping or parking the Flat
Purchaser's own vehicle and for no other purposes.

16. The said building shall always be known as and this will not be changed without written consent of the promoter.

The Flat Purchaser alongwith the other Purchasers of flat in the building shall join in forming and registering the society and such society shall bear the name of "ATLANTA TOWER" ATIT CO-OP. HSG. SOCIETY LTD. (PROPOSED) as its first name and this will not be changed without written consent of the Promoters. The Flat purchasers agrees that for the aforesaid they shall from time to time sign and execute all and/or registration documents, applications for papers, membership necessary for the formation and the registration of the society for becoming a member including the bye-laws of the proposed society and duly fill in sign and return to the Promoter within 4 days of the same being forwarded by the promoter to the Flat purchaser, so as to enable promoter to register common organisation of the Flat Purchasers under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction sale, management and Transfer) Rules 1964 No Objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws or the memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- 19. Commencing a week after notice in writing given by the Promoter to the Flat Purchaser that the said flat/tenement is ready for occupation before taking the possession of the Flat whichever is earlier the Flat purchaser will be liable and pay regularly to the promoter;
- (a) the proportionate share of the Flat purchaser of the Municipal Assessment of the property, all rates and taxes whether any or all the tenements of the building shall have been actually assessed or not or even if the assessment may not have been finally determined;
- (b) the share of the Flat Purchaser in all other dues, duties, impositions, outgoings, and burden of any nature at any time hereafter assessed or imposed upon the said property and building or upon the owners or occupiers thereof by any afthority including the Municipality, Government Revenue

Authority in respect of the entire buildings or the user thereof and payable either by the Owners or occupiers and;

- (c) the proportionate share of all other outgoings in respect of the said flat or building including other taxes, insurance, common lights, sanitation, additions and alterations, oil paintings, colour washing, repairs, water charges in the event of water being charged on the basis of meter by the Municipality, salaries and charges of Bill Collector, clerks, Chowkidars, Sweepers, etc. and
- (d) all other expenses necessary and incidental to the entire building including the said management and maintenances. Until the Society/Limited Company is formed and the said land and buildings transferred to it the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Flat Purchaser shall within seven days of posting intimation as aforesaid, deposit and keep deposited with the Promoter a sum of Rs. 2000/= (Rupees Two Thousand only) without interest as security deposit for payment by the Flat Purchaser his share of aforesaid outgoings and payment. The Flat Purchaser hereby further unequivocably agrees with the Promoter that until the Flat Purchasers share is so determined, the Flat Purchaser shall from the date of the said intimation regularly pay to the Promoter on the 5th day of every month provisional monthly contribution of Rs. 1000/- (Rupees one Thorsand

Purchasers' share of the aforesaid outgoings and payments every month in advance to the Promoter. The Promoter shall be at liberty without being bound so to do to appropriate from the said deposit the money, if any the due by the Flat Purchaser

for its aforesaid share of Hability.

20. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposits with the Promoter the following amounts:

(i) Rs. 1000/= being agreed legal charges and expenses;

(ii) Rs. 1000 = for share money application entrance fee of the Society or Limited Company;

(iii) Rs. 2000 = for formation and registration of the Society or Limited Company;

Total Rs. 4000/=

21. The Promoter shall utilise the sum of Rs. 2000 paid by the Flat Purchaser to the promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/Advocates of the Promoter in connection with formation of the said society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance.

22. The Flat Purchaser shall pay Rs. 2000 (Rupees Ove House of the all society documents and papers including professional costs of lawyers for transfer of the said property to the said Co-operative Society (such costs of transfer to be borne and paid wholly by the Flat Purchaser and other acquirers of flats/ tenements in equal shares) but exclusive of all out of pocket expenses like stamp duty, registration charges etc. which also will be borne and paid wholly by the Flat Purchaser and other acquirers of flat on intimation by the Promoter by depositing with the Promoter their respective share as may be informed by the Fromoter

To

- 23. At the time of taking possession of the Flat the Purchaser shall pay to the Promoter the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said society or Limited Company on the conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company.
- 24. In the event of any of the portion of the said land being notified for set back, the Promoter alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the set back land.
- 25. Hereinafter if any charges are levied by or payment required to be made to any Government Authority or local bodies either on the land or buildings or otherwise, the Flat Purchaser shall on being called upon to do so by the Promoter, pay to the Promoter its share thereof at or before or after taking possession of the said flat, tenement as may be required or demanded by the Promoter.

26. The Flat Purchaser/s so as to bind himself/themselves and with intention to bring all persons into whomsoever hand the flat may come, doth, hereby covenant with the Promoter as follows:

(a) to maintain the flat at a Flat Purchaser's own cost in good tenantable repair and condition from the date possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situate, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof;



- hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated 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 likely to damage the staircase, common passage or any other structure of the building in which the Flat is situated including entrances of the building in which flat is situated and in case any damage is caused to the building in which the flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf; the Flat Purchaser shall be liable for the consequences of the breach;
- (c) to carry out at his own cost all internal repairs to the said Flat and maintain the flat in the same conditions, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat 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 demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated

and appurtenances thereof in good tenantable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the Flat is situated and shall not chisel or in any other manner damage columns, beems walls, slabs or RCC pardis or other structural members in the Flat without prior written permission of the Promoter and/or the Society or the Limited Company;

- (e) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the Flat is situated;
- by the promoter or not his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated;
- (h) to bear and pay increase in local taxes water charges insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other Public authority including on account of change of user of the Flat by the Flat Purchaser viz. user for any purposes other than for residential purpose;
- (i) the Flat Purchaser shall not let, sub-let, transfer assign or part with Flat Purchaser's interest or benifit factor of this Agreement or part with the possession of the Flat until



all the dues payable by the Flat Purchaser to the promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and without obtaining prior written permission of the Promoter;

- the rules and regulations which the Society or the Limited Company may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company regarding the occupation and the use of the flat 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;
- (k) in the event of the possession of the flat being given before conveyance of building in which Flat is situated is executed the Flat Purchaser shall till such conveyance be executed permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof;
- (I) the Flat Purchaser shall not close verandah or balconies without the sanction and permission of the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said Flat.

- 27. The Flat Purchaser agrees to sign and deliver to the Promoter before and after taking possession of the Flat all writings, papers, documents, applications etc. as may be necessary or required by the Promoter to put the intention of the parties as reflected herein into complete effect.
- 28 The promoter shall on the execution of conveyance hand over the sums received by the Promoter from the Flat Purchaser as advance or deposit or the balance thereof, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges to such society or company.
- Nothing contained in this Agreement is intended to be 29. nor shall be construed as a grant demise or assignment in Law of the said Flat or of the said Plot and Building or any part thereof in favour of the Flat purchaser and/or other Purchasers of Flats in the said building or other building or buildings. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed be sold to him and the entire property including all open spaces, parking spaces lobbies, staircases, recreation spaces, walls, compound wall, lifts terraces including the right over walls hoarding rights etc. will remain the property of the Promoter who shall be entitled to sell, transfer deal with or dispose of the same in any manner the promoter deems fit until the property including land and building or buildings is transferred to the Society/ Limited Company as herein mentioned,
- 30. During the course of construction, the Flat Purchaser may instruct the Promoter to make any addition or alteration including any extra cost work provided the same does not involve any structural change and is permitted by the Municipal

Corporation of Greater Bombay and the extra cost is paid in advance by the Flat Purchaser to the Promoter upon the Promoter agreeing to provide the same. The Promoter shall be at liberty to refuse to provide such or any extra amenities and/or addition and/or alteration.

- 31. Irrespective of disputes, if any, arises between the Promoter and the Flat Purchaser and/or the said Co-operative Society all amounts, contributions and deposits including amounts payable by the Flat Purchaser to the Promoter under this Agreement shall always be paid punctually to the promoter by the Flat Purchaser and shall not be withheld by the Flat purchaser for any reasons whatsoever.
- 32. Notwithstanding anything stated hereinabove, the Promoter shall be entitled to submit the said property under the provisions of Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Flat Purchaser shall at his/their costs charges and expenses be entitled to execution of a Deed of Apartment and/or Conveyance and in such event, the Promoter shall cause the Vendors to execute such relevent documents for affectuating a proper transfer of the said Flat and undivided share, right, title and interest in the common areas and amenities in favour of the respective Flat Purchasers of the respective flats.
- 33. The delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

34. The Flat Purchaser shall present this Agreement as well as the Conveyance/at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will on being informed attend such office and admit execution thereof.

35. All notices to be served on the Flat Purchaser as contemplated by this Agreement or under any Act shall be deemed to have been duly served if sent to the Flat Purchaser, at his/her address specified below:

Mr Sulhash wig H-2390, Slock Ovo. 56, Sector 7, C.C.S. antop Hele, Sourley-400037

36. After possession of the said tenement is handed over to the Flat Purchaser if any additions or alterations in or about or relating to the said building and/or flat are required to be carried out by any statutory authority, the same shall be carried out by the Flat Purchaser and the other acquirers of the flats in the said building at their own costs and the Promoter will not in any manner be responsible for the same.

37. So long or if it does not in any way affect or prejudice the right herein granted in favour of the Flat Purchaser in respect of the premises agreed to be purchased by the Flat Purchaser, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title or interest in the said property or in the said building to be constructed by the Promoter.

Under no circumstances, the possession of the tenement shall be given to the Flat Purchaser unless and until all payments required to be made under the Agreement by the Party of the Flat Purchaser has been made by it.

The Flat Purchaser shall not be entitled to claim partition of its share in the said property and/or the said building and the same shall always remain undivided and impartiable.

In the event of the Society being formed and registered before the construction and/or sale and/or disposal by the Promoter of all the Flats/Shops/Garages/Parking Spaces in the said buildings as aforesaid, the Powers and authority of the Society so formed of the Flat Purchaser and other Purchasers of Flats/Tenements shall be, subject to the over all control of the Promoter on all or any of the matters, concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular but without prejudice to the generality of the foregoing, the Promoter shall have absolute authority and control as regards the FSI available, further construction, incomplete construction unsold portion of such building including flats, shops, garages and parking spaces and the disposal thereof and such society/company shall not have any such right or authority.

The transfer deed and all documents shall be prepared 41. by Messrs. Ramanlal & Varjivandas Advocates of the Promoter and shall contain covenants and conditions including those contained in this Agreement and the agreement with the original owners with such modification alterations, and additions therein as the Promoter may deem fit and proper and other clauses which they think necessary and desirable.

- Until such time the transfer is executed as aforesaid, the Flat Purchaser agrees to abide by all the rules and regulations framed or to be framed by the Promoter at any time and from time and at all times and generally to do all and every reasonable act that the Promoter may call upon the Flat Purchaser to do in the interests of the said property and the holders of other flats/shops/garages/parking-spaces\_\_
- The Flat Purchaser shall sign all papers and documents and do all other things that the Promoter may require it to do from time to time in this behalf including for safeguarding the interests of the Promoter and holders of the other flats/ shops/garages/parking spaces in the building in the said property.
- Garages taken by the Acquirers of tenement and/or open parking space after execution of conveyance shall only be used by the Flat Purchaser or its agent who shall not park and/or wash its car outside its garage or car parking space allotted to him/her/them. The Flat Purchaser shall also take care that it or its guests do not park the cars in the compound or drive away of the said building except for the purpose of entering into or alighting from the car.
- All costs, charges and expenses in conection with the formation of the Co-operative Society or Limited Company or body corporate or association as well as the costs, charges and expenses of preparing engrossing stamping and registarting this and all other Agreements Convenants deeds, including Deed of Apartment or any other documents required to be executed by the Promoter and/or the Flat Purchaser out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors for the party of the One Part



including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements by the Society or Limited Company or Body Corporate or Association proportionately by all the acquirers of tenement in the said building including the Flat Purchasers. The Promoter shall not contribute anything towards such expenses. The proportionate such share of the costs, charges and expenses payable by the party of the Other Part shall be paid by the Flat Purchasers immediately on demand.

- The Flat Purchaser shall pay brokerage to M/s. \_\_\_\_ at the rate of two per cent on the total purchase price of the said flat/shop/garage/parking space on the execution of this Agreement.
- 47. This Agreement shall always be subject to the provisions contained in the Urban Land (ceiling and Regulations) Act, 1976 the guideline issued thereunder, and the modification or alteration if any thereof in future from time to time. The Flat Purchaser is expressly aware that
- resale or transfer of the dwelling unit is not (a) permitted for a periods of 5 years from the date of completion of dwelling unit and
- the dwelling unit can be purchased only if the Flat Purchaser or any members of the family of the Flat Purchaser does not own dwelling unit in Bombay Urban Agglomeration. The Flat Purchaser hereby declares and confirms that Flat Purchaser and/or any of its family members does not own any dwelling units in Bombay Urban Agglomeration. The Flat Purchaser hereby agrees to make an affidavit as per the Exhibit A to this effect at its own costs forthwith and hand over the same to the Promoter immediately on same being done.



BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the Respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter the Society or as the case may be, the Limited Company.

49. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971).

### THE FIRST SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of land or ground hereditaments and premises situate lying and being at Village Sahar in Greater Bombay in the Registration Sub-District of Bombay City and Bombay Suburban District containing by admeasurements 2658.48 sq.metres equivalent to 3180 sq.yds. of thereabouts being C.T.S. No.20 and C.T.S. No.2 bearing Survey No.93, Hissa Nos. 13 and 16 (part) Survey No.22, Hissa No.13 (part) and Survey No.93, Hissa Nos. 8, 10 and 11 (part) and Survey No.22, Hissa Nos.14 and 16 (part) at Sahar Village Andheri (East) and bounded as follows: that is to say, on or towards the East by Salsette Railway Road, on or towards West by a Tank bearing C.T.S. No.1 and on or towards the North by C.T.S. No.18 and on or towards the South by C.T.S.No.25.

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

SIGNED SEALED AND	DELIVERED BY	NTA)	6
withinnamed "THE PRO	I) Pvt. Ltd.,	VI TOTAL TOTAL	Lus Ray
in the presence of	T 10	e '/y	aspel a Differ
Mrs Meera	Jusqu	,	1
			/

SIGNED SEALED AND DELIVERED By the )
withinnamed "THE FLAT/SHOP PURCHASER"

in the presence of

SUBHASH MINISTRALE

RECEIVED the day and year first herein )

above written of and from the withinnamed )

The Flat Purchaser a sum of Rs. 3, 75,000/- )

(Rupees Inle Lakhs Shrenty only )

The Flat Purchaser a sum of Rs. 3, 75,000/- )

(Rupees Inle Lakhs Shrenty only )

being the amount of earnest money to be paid )

by them to us by cash/cheque No. )

on dated 7/1/91 ) Rs. 3, 75,000/
WITNESSES

WE SAY RECEIVE

For Attanta Construction Co. (

## ANNEXURE "A"

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE FREEHOLD/LEASEHOLD LAND). THE FIRST SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of land or ground hereditaments and premises situate lying and being at Village Sahar in Greater Bombay in the Registration Sub-District of Bombay City and Bombay Suburban District containing by admeasurements 2658.48 sq.metres, equivalent to 3180 sq.yds. of thereabouts being C.T.S. No.20 and C.T.S. No.2 bearing Survey No.93, Hissa Nos. 13 and 16 (part) Survey No.22, Hissa No.13 (part) and Survey No.93, Hissa Nos. 8, 10 and 11 (part) and Survey No. 22, Hissa Nos. 14 and 16 (part) at Sahar Village Andheri (East) and bounded as follows: that is to say, on or towards the East by Salsette Railway Road, on or towards West by a Tank bearing C.T.S. No.1 and on or towards the North by C.T.S. No.18 and on or towards the South by C.T.S.No.25.

## THE SECOND SCHEDULE ABOVE REFERRED TO:

(HERE SET OUT THE NATURE, EXTENT AND DESCRIPTION COMMON AREA AND FACILITIES/LIMITED COMMON AREAS AND FACILITIES).

#### THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL the piece or parcel of land lying and being at Village Sahar in Greater Bombay in the Registration Sub-District of Bombay City and Bombay Suburban District containing by admeasurement 1760 sq. yards equivalent to 1472 sq. metres or thereabouts and bearing City Survey No. No. 93, Hissa Nos. 13 and 16 (part) situate at Village Sahar, Andheri (East) in the Registration Sub-District of Bombay City and Suburban and forming part of a larger plot or pieces of land described in the First Schedule hereinabove mentioned.



HARIDAS & CO. (Regd.)
ADVOCATES, SOLICITORS & NOTARY

RATILAL B. PAREKH BHARAT C. RAGHANI \* DAKSHA D. RAGHANI SUDATA R. PAREKH EXAMINER PRESS BUILDING 35, DALAL STREET, FORT, BOMBAY 400 023, PHONE: 27 30 96 - 27 15 65

Date

Ref. No.

PROPERTY BEING PIECE OR PARCEL OF LAND AND PREMISES HEREDITAMENTS GROUND BEING AT LYING AND SITUATED SAHAR IN GREATER BOMBAY IN THE REGISTRA-OF BOMBAY CONTAINING TION SUB-DISTRIC 48sq. 2658. ADMEASUREMENT BY EQUIVALENT TO 3180 SQ. YDS. BEING C.T.S. BEARING SURVEY NO.93 NO.2 NO.20 AND HISSA NO.13 AND 16(PART) SURVEY NO.22 HISSA NO. 13(PART) AND SURVEY NO. 22 HISSA NO.14 & 16 PART. SAHAR ΑT VILLAGE ANDHERI EAST.

THIS IS TO CETIFY THAT WE HAVE INVESTIGATED THE TITLE OF HARVEY PARERA(2) ADELAIDE WIDOW OF MANUEL PEREIRA(3) CLIFFORD PEREIRA(4) EASTACE PEREIRA(4) HAZEL DAUGHTER OF MANUEL PEREIRA(6) RUSSEL PEREIRA (7) REV.FR.RUFUS PEREIRA AND (8) MRS. NOVEN ALMEDIA TO THE ABOVE PROPERTY AND HAVE FOUND THEIR TITLE TO THE SAID PROPERTY MARKETABE ABLE DOUBT AND THEY ARE ENTITLED TO DEVELOP THE NEE OR NOMINEES.

DATED THIS 8TH DAY OF APRIL 1988.

PARTNER

### ANNEXURE "B"

## LIST OF AMENITIES TO BE PROVIDED

### BUILDING :

- The Building shall be of R.C.C. frame structure type with brick/ block masonery, outside walls with sand faced plaster and inside walls with neeru finishing plaster.
- The Building shall be painted with colour Cement paint from outside and inside with White Wash/Coloured Wash.

#### TILING :

- Selected Grey/White Marble, Mosaic Tiles/Marble flooring in all Rooms including Passage, Balconies, Lobies and Otla.
- Selected Grey/White Marble Mosaic Tiles/Marble skirting 10"x5" in all Rooms, Passage, Lobbies, Balconies and Otla.
- Tandur Stone/Marble flooring in Bath-Room with full White/ Colour Glazed Tiles.
- 4. W.C. Flooring with white/colour Glazed Tiles with full height.

#### KITCHEN:

There will be a raised Cooking Platform in Kitchen with Marble Stone/Granite on the Top with Marble Patti/Granite in front side and 2'-0" White/Coloured Glazed Tiles dado with sink.

#### W.C. & BATH ROOM

- Indian/Western type W.C. with Flushing Tank.
- One Down Tap in W.C.
- 3. One Shower and One down Tap in Bath-Room with C.P. Bibcock.
- One Geyser of Good Mark with necessary fitting in Bath-Room.
- One Wash-Basin.
- One Towel Rod in Bath-Room.

#### DOORS & WINDOWS :

- All Doors and Windows of C.P. Teak Wood frame with Panel Door or Flush Door with annodized Aluminium Fittings and Oil Painted on both side. Window partly glazed type.
- Main Door shutter Polish from outside with Brass Aldrop, Fancy Handle, Night Latch, Peep Hole, Safety Chain, Letter and Number Plate.
- Aluminium annodized Fittings with Iron Hinges for All Doors and Windows.
- 4. Aluminium Sliding shutter window shall be provided in Living Room windows upper floors.

#### ELECTRICITY :

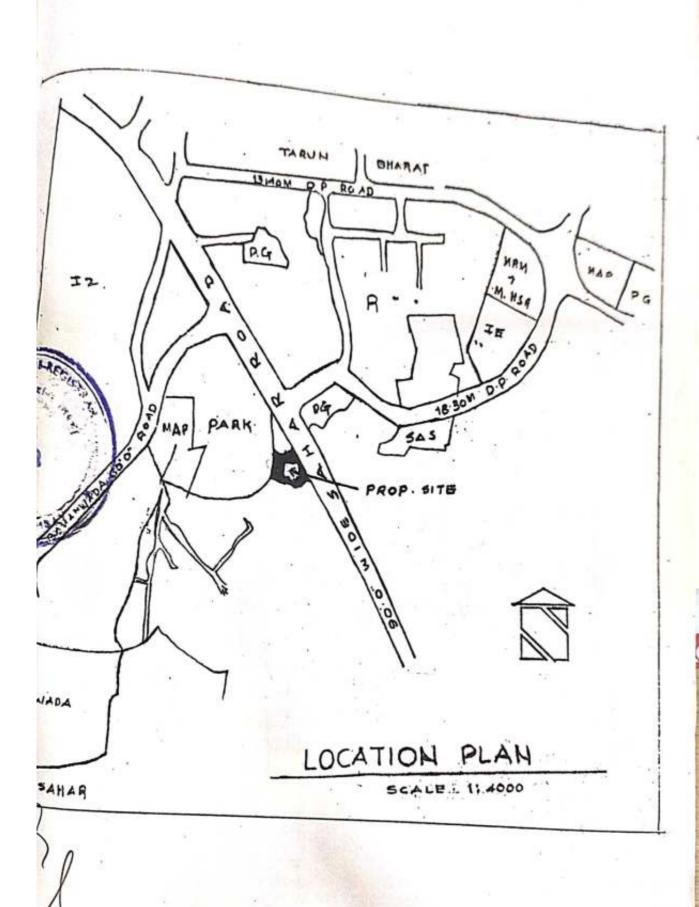
- Copper Concealed wiring. 1.
- Two separate Meters for each Flat. One for Lighting and one for 2. Domestic.
- One Light Point, One Fan Point and One Plug Point in every Living Room, One Light Point, One Fan Point and One Plug 3. point in every Kitchen and Bed Room.
- One Light Point in W.C., Bath-Room, Passage, Balconies or Otla. 4.
- 5. One Call Bell in each Flat.
- One Domestic Point in Living Room, Kitchen and Bath-Room. 6.

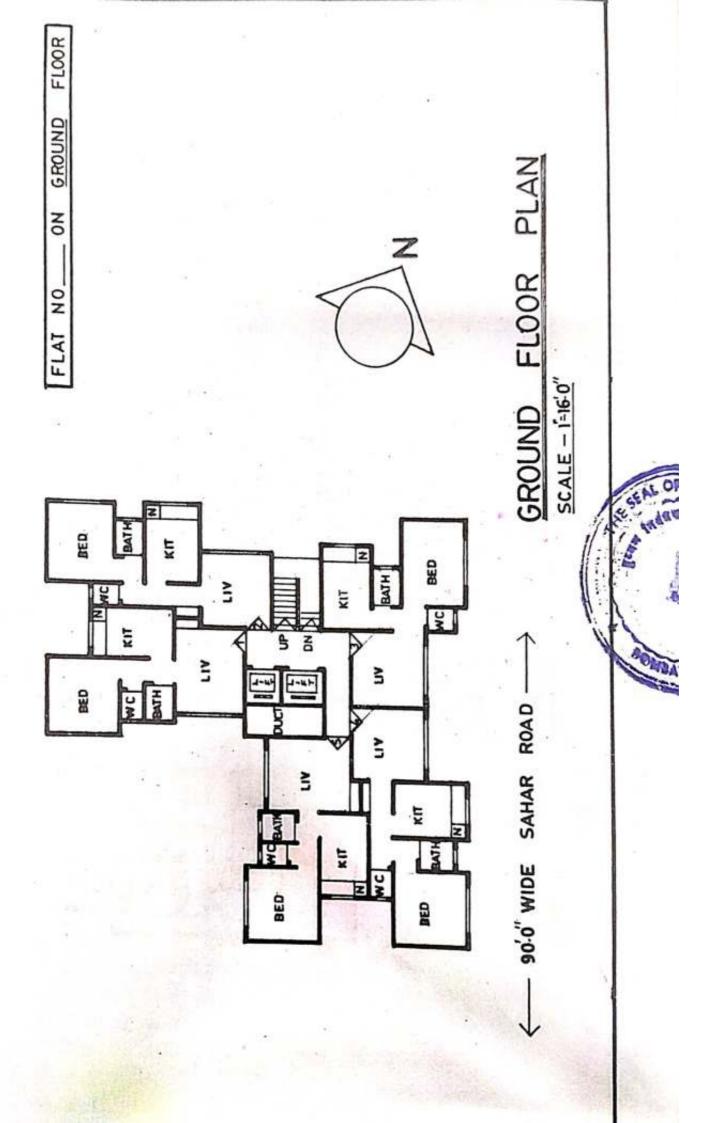
#### COMMON:

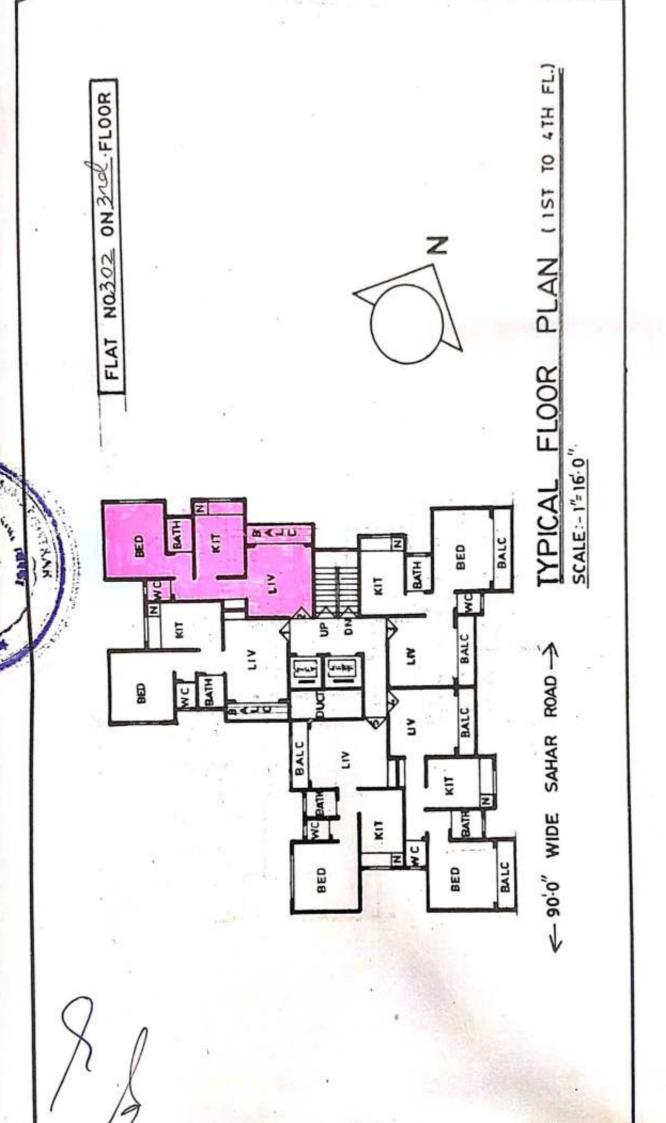
R.C.C. Loft Over Bath-Room for Additional Storage.

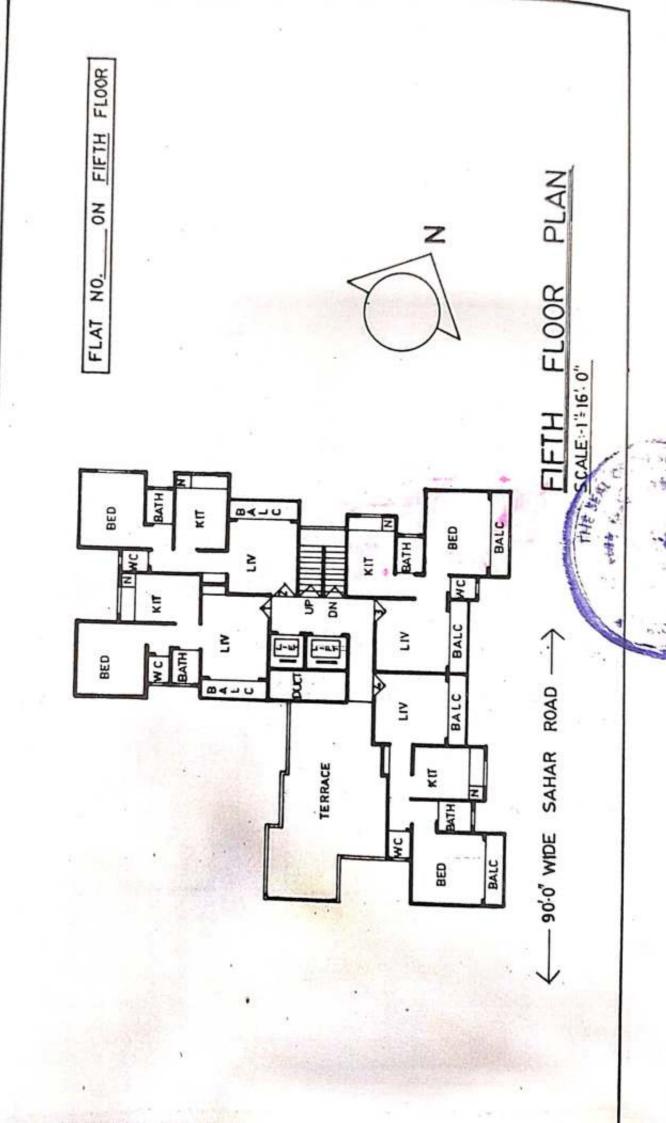
#### GENERAL:

- 1. 2 Nos. Otis Lift.
- 2. RCC underground water Storage Tank with Pump Room with pump as per MCGB requirements.
- 3. Overhead Water Tank at Terrace.
- Compound Wall with either plaster or pointing with Gates. 4.
- Precast Grey Cement Mosaic Steps for Staircase. 5.
- Enough Staircase Light, Light around the Building corner. 6.
- Pavement around the building. 7.
- Enough Planted Trees, within Compound Wall with decorated 8. Garden.
- Common Antena for T.V./VCR. 9.









RECEIPT No.	PARTICULARS	
-		AMOUNT
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To.

# APPLICATION FORM

-	Co-operative Housing Society Ltd.
Shri	/Madam,
	ne undersigned Shri/Smt
me	Co-partner / Co-owner / Tenant Member of your Society, my particular given below :
	(1) Ageyear (2) Occupation
1	(3) Address
+	(4) Monthly income of the Applicant and of any other person of
	whom the applicant is dependent is Rs.
	하다 양물이 보다 보고 있으면 하는데 하다 하나 있는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하
b	I have gone through the proposed / Registered Bye - Laws of your collety and the Rules and the Regulations thereunder and I undertake to ability
b u	I have gone through the proposed / Registered Bye - Laws of you oclety and the Rules and the Regulations thereunder and I undertake to able the same and with any modification that the Registrar may make in the I am remitting herewith Rs. 250/-towards the value of five fully page.

I fumish my particulars, in form "E" under schedule III attached to the Bye-Laws as under;

Sr. No.	Name of the Member	Particulars regarding residential building / buildings sites owned by him (in whole or in part) or by any other "member of the family" staying with him.		Reason why it is necessary to have a house plot from the Society
1	2	3	4	5
				100
			*	
Attested I	ру			Yours Hithfull

Chief Promoter

Dated the.....

("The member of family" as defined in section 6 of the Maharashtra Co-operative Societies Act 195 for the purpose of section 8 of the Act includes Wife, Husband, Father, Mother, Grandfather, Brother, Sister, Half-Sister and Wife of Brother, Step-Son Step-daughter, Grandfather,

9 भ्रिय विश्व बालील ज्ञानी की मिलाली :-नोंदगी ₹ù वाद्यचीचं स्वतंत द्वात विवंचक्-नगरक (वीर्वेक्ट्रोह) हरा बांचे कत्योकवात हवन हेका PARTY का लाग स्पाह र्या - हाउँ के 2880/48 रेजुट्ट- के 2880/48 रेजुट- के 28 द्वित वराम वस्तपृत्तम कवन रण्यभ्यात क्षीराज्य समस्याचे सामसाव ह. के अंकि किंग्सन. हर्

