

301 302 (1)

Original
**AGREEMENT
FOR SALE**

OF
FLAT/ ~~SHOP~~
NO. 301
ON *THIRD* FLOOR



IN

**MADHUBAN
APARTMENT**

AT

ON FINAL PLOT NO. 184
51ST ROAD
OF T.P.S. III,
BORIVLI (W)
BOMBAY- 400 092.

BUILDERS/ DEVELOPERS

**K. T. CONSULTANTS
&
DEVELOPERS**

C-1/1, GROUND FLOOR,
MANEK NAGAR,
PUNJABI LANE,
BORIVLI (WEST)
BOMBAY- 400 092.
PHONE : 801 0998.



P.G. Enterprises

Builders & Developers

Registered Office : MAKWANA, Shop No. 2, Om Shri Labh CHSL, T. P. S. Road, Borivali (West), Mumbai

Wednesday, 30th June 2021

To,

Shri Anil Ghodke,

State Bank of India,

Commercial Branch,

Vile Parle (East), Mumbai.

Dear Sir,

**Sub : Deposit of Original Title Deeds & Documents of Flat No. 301, Shree Madh
CHSL, T.P.S. Road, Borivali (West), Mumbai.**

With reference to our Application for Restructuring of Loan we are submitting herewith following Original Title Deeds & Documents.

1. Original Agreement for Sale between M/s K T Consultants and Developers 'the Transferors' and Mr. Madanlal R Khandwala and Sudhir M. Khandwala as 'the Transferees' Date. 24.01.1995 *1996*
2. Original Agreement of Sale between Mr. Sudhir M. Khandwala 'the Transferor' and Mrs. Sonal Dharmendra Makwana and Mr. Dharmendra Ratilal Makwana as 'the Transferees' Dated. 11.04.2003 *2 Receipts 2 Possession*
3. Original Share Certificate No. 8 issued by Shree Madhuban Co-op. Housing Society Dated. 01.12.1999.

Kindly do the Acknowledge & oblige.

Thanking You,

Yours Faithfully
For P.G. Enterprises

Mukesh Makwana
Shri Mukesh R. Makwana
Partner

Received all the above original Documents

State Bank of India
Shri Anil Ghodke



दुय्यम निबंधक: बोरीवली 3 (बोरीवली)

दस्ताक्रमांक व वर्ष: 3112/2003

Monday, January 05, 2009

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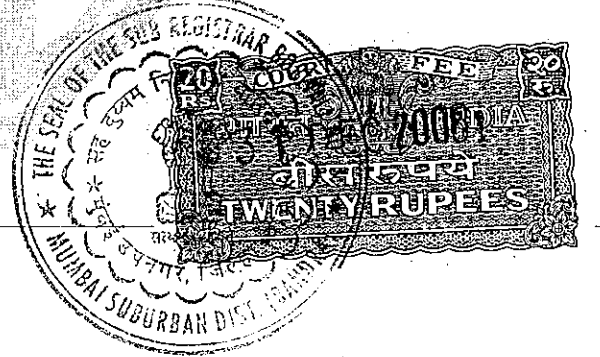
सूची क्र. दोन INDEX NO. II

नॉदणी 63 म.

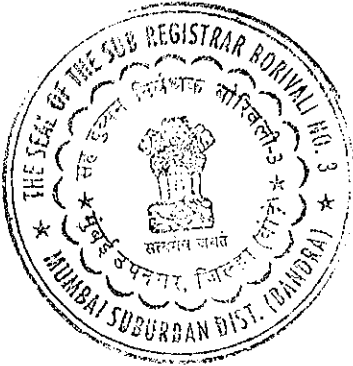
Regn. 63 m.e.

गावाचे नाव : एक्सर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 1,511,000.00
बा.भा. रु. 1,638,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 323 वर्णन: सदनिका क्र 301 मधुबन सोसा
- (3) क्षेत्रफळ (1) 78.81 चौ मी बांधीव
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) सुधीर एम खांडवाला; घर/फ्लॅट नं: 301; गल्ली/रस्ता: टी पी एस रोड; ईमारतीचे नाव: मधुबन; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: बोरीवली प मुं; तालुका: -; पिन: 92; पॅन नम्बर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) सोनल डी मकवाना; घर/फ्लॅट नं: 201; गल्ली/रस्ता: 51 टी पी एस रोड; ईमारतीचे नाव: अर्पीता; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: बोरीवली प मुं; तालुका: -; पिन: 92; पॅन नम्बर: -
(2) धर्मेद्र आर मकवाना; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (7) दिनांक करून दिल्याचा 11/04/2003
- (8) नोंदणीचा 16/04/2003
- (9) अनुक्रमांक, खंड व पृष्ठ 3112 /2003
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 89830.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 16390.00
- (12) शेरा



श्री/श्रीमती दिपक सेहता.....
यांना त्याचे ता. 3/9/09.....
च्या अर्जावरून रक्कम दिली.
अर्ज क्रमांक 98109.....
दिनांक 9/9/09.....
सह दुय्यम निबंधक बोरीवली-3



खरी प्रत

सह दुय्यम निबंधक बोरीवली-3
मुंबई उपनगर जिल्हा.

(A)

ABHYUDAYA CO-OP. BANK LTD.

(Scheduled Bank)

K. K. Tower,
Abhyudaya Bank Lane,
Off G. D. Ambekar Marg,
Parel Village, Mumbai - 400 012.



414 0961 (5 lines)
Fax : 413 9782
Gram : ABHYUBANK

~~~~~  
Ref.: PAREL\ESCLN\400626\28\03-04  
~~~~~

Date: 07.05.2003
~~~~~

To,  
The Secretary,  
Shree Madhuban Co-op Hsg. Soc.,  
S.N. 22, H.NO 7Cts. No. 323,  
51, Tips Road, Off Factory lane,  
Borivali(W)-400092.

Sub : Cancellation of lien on Flat no. 301 standing in name of  
Shri . Sudhir M. Khandwala.

With reference to above we would like to inform you that  
above flat was mortgaged to us against loan availed  
by M/s J.K.Builders Now said loan has been partly repaid,  
we therefore request you to cancell our Bank's lien over  
above flat no 301 in your society's record.

Thanking you,

Yours faithfully,

For Abhyudaya Co-op. Bank Ltd.

  
Senior Manager  
Parel Branch

॥ भविष्य पत्र ॥

प्रीत नर १०८३/८५  
नौदमी ३९ म

Regn. 39 m.

दिनांक २३/१०/८६ पृष्ठ १९

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3/4/2. 3/4. 2015/16

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नक्कल फी (फोलिओ

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नंकेला (कलम ५७) (फोलिओ

इतर फी (भागील पानावरील) बाब क्र.

DOCT. WILL NOT BE RECOVERED

CLASS PRODUCES FOLLOWING

## REQUIREMENTS

Market Value w/o S.A. of B. Stamp Act.

**NOC of Urban Land Ceiling.**

Income Tax Certificate w/ 200 A.

**Income Tax NOC (ST 2)**

~~Introduction~~ दस्तऐवज

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

नक्कल

AS-55

रोजी तयार होईल व

श्रीदणिकृत ड/केने पाठवली जईल.

या कार्यालयात देण्यात येईल.

द्वयम निबन्धक

सह दुय्यम निबंधक गोरिवल्ल

नावे नोंदणीकृत डावेने पाठवावा

हवाली करावा. मुंबई उपनगर जिल्हा

सादरकर्ता

## इतर फीची अनुसूची

1722957

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दुय्यम निबंधक

दस्तऐवज परत केला.

बदर-२/१००५/८५  
सालालप्रमाण

वष १९११ १५५५ महीन्याच्या  
 १५५५ तारखेस ११  
 ११ माजण्याच्या दरम्यान सह. दुय्यम  
 दिवसक, पति यांच्या कार्यालयात हजर  
 झाल.

नौदमी  
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परिचित  
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सह दुय्यम निबंधक बोरिवली  
मुंबई उपनगर जिल्हा

THIS ARTICLES OF AGREEMENT made and entered into at Bombay this 24<sup>th</sup> day of JANUARY in Christian Year One Thousand Nine Hundred Ninety between M/S. K.T. CONSULTANTS AND DEVELOPERS registered Partnership firm carrying on business as Builders and Contractors at C-1/1 Ground Floor, Manek Nagar, Punjabi Lane, Borivli (West), Bombay - 400092, hereinafter called "THE BUILDERS/DEVELOPERS/PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors and administrators of the surviving or last partner, their successors and assigns) of the FIRST PART and PUSHPARAJ KHANDERAU TALPADE, of Bombay, Indian Inhabitant, residing at Prabhat View, Block No.2, Lakhmsey Nape Road, Dadar, Bombay - 400 014, by the hand of his Constituted Attorney SHRI Keshorchandra T. Sheth hereinafter called "THE OWNER/VENDOR/CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the SECOND PART and MR/MRS/Ms. Madanlal R.

Khandwala & Sudhān M. Khandwala

**General Stamp Office  
Bombay**

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D.M.S.

सुश्री अमोक्ष, सुश्री  
मांज्याकरिता

*DM.F*

of Bombay, Indian Inhabitant, at present residing at \_\_\_\_\_

Khetwadi 2<sup>nd</sup> Lane.

Sangli Shahakoni Bhuvan- 1<sup>st</sup> Floor

Room no 6- Bombay 40000 ft

hereinafter called "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 heirs, executors, administrators and assigns) of the  
THIRD PART :

**WHEREAS :**

- (a) One Khanderao Ramchandra Talpade of Dadar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to various plots of land one of which was all that piece and parcel of land, hereditament and premises bearing Survey No.22, Hissa No.7 C.T.S.No. 323 (O.P. No. 159 of T.P.S., III, Borivli admeasuring about 4080.39 sq. yds. equivalent to 3411.70 sq. mtrs. or thereabouts situate, lying and being at Village Eksar, Taluka Borivli in the Registration District and sub-District of Bombay City and Bombay Suburban which property is more particularly described in PART "A" of the Schedule hereunder written. The portion of the said property is under reservation for college under the Development Plan as sanctioned by the Municipal Corporation of Greater Bombay and pending finalisation with the Government of Maharashtra.
- (b) The said Khanderao Ramchandra Talpade, died at Bombay on or about 4th October, 1943, leaving behind him PUSHPARAJ KHANDERAO TALPADE AND OTHERS as the only legal heirs and representatives entitled to inherit his property as per the provisions of Hindu Succession Act, however the said Khanderao Ramchandra Talpade had left his last Will and Testament dated 3rd July, 1941 thereby appointing the executor and distributing his property as per the terms of the said will. The said Will of Khanderao Ramchandra Talpade was probated in the Court of District Judge Thane under civil Misc. Application No.84 of 1944 and a probate of said Will of Khanderao Ramchandra Talpade was granted to Pandurang Khanderao Talpade on 6th July, 1945 and accordingly the property more particularly described in the Schedule hereunder, written was devised and/or bequeathed by the said deceased to his three sons viz, Pandurang, Swaroopchandra and Pushparaj



*DM.F*

D.M.F

absolutely in equal shares. The said Pushparaj Khanderao Talpade is one of the son of the said deceased, Mrs. Rajlakshmi P. Talpade is the wife of the Owner/Vendor herein and Smt. Padmawati is the widow of the deceased Pandurang Khaderao Talpade, who was sole executor of the last Will and testament of Khanderao Talpade. Smt. Mohantara is the widow of deceased Swaroopchandra. Mr. Bipin is the son of Swaroopchandra and Constituted Attorney for Smt. Mohantara, Mrs. Nayantara Vijay Dhurandhar and Rajan S. Talpade. The said Pandurang Khaderao Talpade died at Thane on 28th March, 1992 and his third son Swaroopchandra died at Bombay on or before 23rd May, 1981 leaving behind him the said Smt. Mohatara, Mr. Bipin, Mrs. Nayantara and Mr. Rajan as stated above as the only legal heirs, and representatives of the said deceased Swaroopchandra Khanderao Talpade.

- (c) As per Deed of Family Settlement dated 24th December, 1990 executed between surviving heirs of the said deceased Khanderao Ramchandra Talpade the property more particularly described in the Schedule hereunder written has come to the share of Owner/Vendor herein absolutely, and as such by virtue of the said settlement, the Owner/Vendor herein has become absolute Owner thereof and in his capacity as the said Owner alongwith the other co-owners, the Owner had filed his return of total land holding with the Competent Authority appointed under the provisions of Urban Land (Ceiling & Regulation) Act, 1976, which return bears Ref.No,SR/236/ULC/III and pursuant to the authority vested in the Builders/Developers herein by virtue of Power of Attorney dated 28th Sept., 1992, executed by the Owner in favour of all the four partners of the Builders/Developers herein, the builders/Developers persuaded the said application before the competent Authority who has granted NOC in respect of the said property more particularly described in the Schedule hereunder written under Ref. No.C-ULC/MISC-SR-655/236 dated 6th february, 1992, subject to the conditions/covenants stated in the said NOC. The Developers have on the basis of the said NOC got the plans for development of the said property sanctioned by the Municipal Corporation under IOD No.CHE/9092/BP/(WS)/AR dated 24th September, 1993 and have also under the provisions of Maharashtra Regional and Town Planning Act, 1966 granted Commencement Certificate under reference No. CHE/9092/BP(WS)/AR dated 28th December, 1993.

- (d) By and under an Agreement for Development dated 17th August, 1992 between the Owner/Vendor herein as the Vendor and Mrs. Rajlakshmi Pushparaj Talpade and other viz. other members of Talpade

D.M.F

Family as the Confirming Parties and Builders/Developers herein as the Developers/Purchasers, the Owner with the consent of the said Confirming Parties have allowed the Developers herein to develop the said property and sell to the Builders/Developers herein their nominee/s as the case may be the said property more particularly described in the Schedule hereunder written together with all their rights, title, interest, hereditaments and premises belonging to and/or owned by him/them with a covenant to convey unto the Builders, their nominee/s including the proposed co-operative housing society and/or company to be formed by the flats purchasers in the building to be constructed thereon, the said property more particularly described in the Schedule here under written on the terms and conditions more particularly set out in the said development Agreement dated 17th August, 1992.

- (e) As the property agreed to be sold and/or developed under the abovereferred Agreement for sale/Development falls in Town Planning Scheme, Borivli III. The Town Planning Authority allotted new Final Plot viz. 184 and 164 B in respect of the OP 159 mentioned in the above referred Agreement, out of which the Builders/Promoters have commenced the development in respect of final plot No. 184 which property is more particularly described in Part "B" of the Schedule hereunder written.
- (f) In pursuance of the said Agreement for Development, the Builders/Promoters herein have been put into the possession of the said property more particularly described in the Schedule (Part-A as well as Part- B) hereunder written with right to develop the same by constructing thereon a structure consisting residential/commercial units/flats therein and as such in order to facilitate the development have executed a Power of Attorney as stated herein to enable them to comply with the terms and conditions of the said Development Agreement.
- (g) The Owner/Vendor has represented and the Developers/Purchasers have agreed to purchase from the owner with the confirmation and/or consent of the said other heirs the said property being original plot of land more particularly described in the First Schedule hereunder written on what is known as "AS IS WHERE IS BASIS" i.e. subject to the reservation, allotment and decision of the Arbitrator of the Town Planning Scheme,



*[Handwritten signature]*

D.M.F.

Borivli - III. Moreover, it is also confirmed by the Owner that he has agreed to sell the original plot more particularly described in Part "A" of the Schedule hereunder written TOGETHER WITH ALL the rights in respect of Town Planning Final Plots to be and/or allotted by the Arbitrator and more particularly described in Part "B" of Schedule hereunder written in lieu of property described in Part "A" of the Schedule hereunder written. However in order to be very clear and more specific the owner has further declared and confirmed that the event of the Arbitrator Town Planning scheme, Borivli, T.P.S. III agreeing and/or allotting any additional final plots in lieu of the said Original Plot the said additional final plots shall be the absolute property of the Developers/Purchasers herein and it shall belong to the Developers absolutely and the Owner/Vendor shall not call upon the Developers/Purchasers to compensate for the addition plots allotted and/or granted by the Town Planning Authority as it is very clear under the said contract that the price agreed to be paid by the Developers/Purchasers to the Owner for the plot of land more particularly described in the first schedule hereunder written i.e. Original Plot - Part "A" of the land and that price covers the entire consideration payable by the Developers/Purchasers to the Owner/Vendor.



While sanctioning the plans of the proposed development on the said property, the Municipal Corporation of Greater Bombay and the Competent Authority under Urban Land (Ceiling & Regulation) Act, 1976 while granting the said Order and/or exempting the said property has laid down certain terms and conditions, stipulations and restrictions in the said Orders/IOD etc., and that the Developers/Promoters have agreed to adhere to and/or observe the same while constructing the building/s on the said property.

- (i) The Builders have already commenced construction of the building on the said property as per the plans and specifications sanctioned by the Municipal Corporation of Greater Bombay with intention to sell flats/shops/tenements on ownership basis and execute Ownership Flat Agreement with intending flat/shop/Purchasers in respect of the tenement flat in the said building known as "MADHUBAN APARTMENT" on which is known as "Ownership Basis" under the provisios of "The Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flats Rules, 1964" as amended till date.

- (j) The Builders/Promoters herein made an application

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under section 44 of the Maharashtra Land Revenue Code, 1966 to the Additional collector Bombay Suburban District who vide his order bearing No. C/LND/VII/A/NAP/SR-3545 dated 10th November, 1993 granted N.A. Permission to the said property.

- (k) The Developers/Promoters have entered into a Standard Agreement with Architect, M/s. ASHOK GANDHI as Architect and M/s. HARSHAD GOKANI as structural Engineer registered with the Council of Architects and Consultants, and as per the Agreement the Developers/Promoters have appointed the said Architect and Structural Engineer for the Purposes of preparations of Building Plans and Structural Designs and drawings of the proposed building proposed to be constructed on the said property more particularly described in the Schedule hereunder written, and the Developers/Promoters declare that they have accepted the professional services and/or supervisions of the said Architects and/or structural designers till completion of the development of the said property.
- (l) The Purchaser/s has/have also prior to execution of these presents taken inspection of the original title Certificate dated 23rd, February, 1995 issued by M/s. Chitnis Vaithy & Co., Advocates, Solicitors & Notary, a copy whereof is hereto annexed and marked as Annexure "A" which Title Certificate is accepted by the Purchaser/s as final and conclusive and the Purchaser/s have agreed not to make any requisitions and/or not to call for any further details and/or documents on title.
- (m) The Purchaser/s has/have also prior to execution of these presents taken inspection of all the letters, NOC's orders as disclosed above as well as title deeds documents pertaining to the said properties including Agreements/Conveyance between Owners and Developers as stated herein including property register card and/or extract of village forms i.e. 7/12 extract and form No.VI (Mutation Entries) and all other relevant revenue records, and/or title documents required for the purpose of the title of the owners to the said property including the plans and specifications sanctioned by the Municipal Corporation of Greater Bombay. A copy of the Plan of the building in which the flat is agreed to be purchased by the flat purchaser herein and as approved by the Municipal Authorities pursuant to the hereinabove recited orders is inspected and verified by the Purchasers before executing hereof and the Purchasers is satisfied with the same, its legal approval etc. and the list of specifications and amenities to be provided in the said flat



*[Handwritten signature]*

D.M.P

and the building have been annexed hereto and marked as Annexure "B".

- (n) The Purchaser/s prior to the execution of this Agreement have demanded from the Builders/Developers and the Builders/Developers have given inspection of all the documents of title relating to the said property and various orders as hereinabove recited, the Development/Sale Agreement dated 17th August, 1992 made between the Owner/Vendor and Builders/Developers and have become fully conversant with the terms and conditions contained therein, which terms and conditions shall be binding upon the Purchasers and all other members of the Society proposed to be formed of the Purchaser/s as if the same forms the part hereof, moreover the Purchasers have also prior to the execution of these present taken inspection of the plans, designs and specifications as approved by the Municipal Corporation of Greater Bombay and all such other documents as specified in section 3 of the Maharashtra Ownership Flats Act, XLV of 1963 (hereinabove for brevity's sake to be referred to as the "said Act and the said Rules") as demanded by the Purchaser/s and as required by the law and the Builders/Developers have also supplied to the Purchaser/s such of the information and documents as mentioned and/or required under the Act and the said Rules.
- (o) The Purchaser/s has/have become fully satisfied with the title of the Owners/Developers herein and the authority of the Developers/Promoters herein to develop the said property and to sell, transfer and/or dispose of the flats/premises/shops/garages or the other tenements in the said building known as "Madhuban Apartment" under construction in the said property on ownership basis and the Purchaser/s has/have agreed not to make any requisition/s and/or to call for further documents on the title of the Owners and the authority of the Developers/Promoters herein.
- (p) The Developers/Promoters have started selling flats, shops etc. in the said building known as "MADHUBAN APARTMENT" to the intending purchaser/s by entering into separate agreement for sale on what is known as "ownership basis" in the form of these presents under the provisions of Maharashtra Ownership Flats Act XLV 1963 and Rules 3 and 4 of Maharashtra Flat Rules 1964 (hereinafter for brevity's sake be referred to as 'the said Act and the 'said rules').



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(q) The Agreement for Sale is for the sale of the unit mentioned herein which has been entered into by and between the parties subject to the terms and conditions of the hereinabove recited documents and the documents mentioned in the Agreement as well as the terms and conditions imposed or as may be imposed by the Municipal Corporation of Greater Bombay or any other authority or authorities also subject to the variation and/or modification as may be agreed upon by and between the Owners and the Builders herein or the Municipal Corporation of Greater Bombay or any other Public authority or Authorities from time to time. Under no circumstances any variation in the building/flat plan shall be made at the instance of the Purchasers.

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(r) The Flat Purchaser/s has/have herein applied to the Developers/Promoters for the allotment of flats/shops/garages being flat / shop No. 301 on Third floor and garage/stilt No.        on the ground floor in the building known as "MADHUBAN APARTMENTS" situated at the property more particularly described in the Schedule hereunder written. Hereto annexed and marked Annexure "C" is the copy of the said flat/garage/shop plan. The Developers/Promoters and the Purchaser/s herein is/are desirous of entering into an Agreement in writing as provided under the Maharashtra Ownership Flats Act XLV 1963 Co-operative Societies Act, 1960 (Maharashtra Act. No. XXIV of 1960) and as such the Builders/Developers intend to enter into this contract in respect of sale of the flat/shop/garage/car parking space as stated hereinabove in the said building on what is known as 'Ownership Basis'.

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(s) The Purchaser/s has/have agreed to acquire flat/s/~~shops/garages/stilt~~ car parking spaces/bearing No. 301 ~~admeasuring about~~ 1060 sq.ft. (Built up) on the THIRD floor and car parking under stilt marked No.        on the ground floor in the building known as "MADHUBAN APARTMENTS" to be constructed by the Builders/Developers on the said property more particularly described in Schedule (Part-B) hereunder written (hereinafter for brevity's sake to be referred to as the "said premises") for the consideration/price and upon the terms and conditions herein after appearing, with a view to get enrolled himself/herself/themselves as member of the Developers/Promoters/Owners/Society or such other Society to be proposed as a Co-operative Housing Society and/or a Body Corporate to be formed of all the flat/shop/garage Purchaser/s in the said building/s on the said property under the provisions of Maharashtra Co-operative Societies Act and/or other relevant

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law as applicable to the Association of the flat purchasers to be formed. However, such membership shall be conferred upon the Flat Purchasers only after his/her paying to the Developers/Promoters cost of the premises as agreed herein and only after strictly complying with all the terms and conditions of these presents and it is only after all the flat purchaser paying the full amount of the purchase price of their tenements to the Developers/Builders herein.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows :



1. The Developers/Promoters shall under normal conditions construct a building known as "Madhuban Apartment" on the said property more particularly described in PART "B" of the Schedule hereunder written in accordance with the terms and conditions of NOC and IOD and the plans, designs and specifications already and/or to be sanctioned and/or approved by the Municipal Corporation of Greater Bombay. The Purchaser/s has/have also agreed with the Developers/Promoters to allow the Developers/Promoters to make such variations and modifications therein as Developers/Promoters may consider necessary or as may be required to be done and/or considered proper by the Municipal Corporation of Greater Bombay and/or any other local body or authority provided such modification and/or variation does not affect the basic outer structure of the flat/premises of the purchaser however any variation and/or modification which may adversely affect the purchaser's flat/premises agreed to be purchased as per the term of these present the said fact will be at once intimated by the Developers/Promoters to the flat purchaser.

2. The said building shall always be known as "MADHUBAN APARTMENT" and the name of the Co-operative Housing Society or Limited Company or Association shall bear the name of "Madhuban co-op. Hsg. Soc. Ltd." as its first name and this name shall not be changed without the written consent of the Developers/Promoters.

3. The Purchaser/s flat holder/s hereby agrees to purchase from the Developers/Promoters and the Developers/Promoters hereby agree to sell to the Purchaser/s the premises being flat bearing No. -301- on Third floor, admeasuring 1060 sq.ft. built up area (which is inclusive of full thickness of internal and external walls, passages, staircase and any other area used as

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amenities and the area of balcony and as shown in the floor plan thereof hereto annexed and marked Annexure "C" in the said building known as "MADHUBAN APARTMENT" hereinafter referred to as "the said flat" and/or the said premises) with amenities and specifications as per the list hereto annexed and marked Annexure "B" at or for the price of Rs. 742000/- (Rupees

Seven lacs forty two thousand only.)

including the proportionate price of the common areas and facilities pertaining to the said premises, nature, the extent and description of the common/limited areas and facilities which common areas/facilities are more particularly (described in a list annexed hereto and marked Annexure "D"). The Purchaser/s hereby agree/s to pay to the Developer/Promoters the said above referred consideration and/or purchase price as follows :

(i) Rs. 111000/- (Rupees One lac eleven thousand only)

being 15% of the Purchase price as and by way of earnest money to be paid by Purchaser/s to the Promoters/Developers on or before the execution of these presents (the payment and receipt whereof the Developers/Promoters do and each of them doth hereby admit and acknowledge and acquit, releasee and discharge the Purchaser and the said premises from the same forever)..

(ii) Rs. 1,11000/- (Rupees One lac eleven thousand only)

being 15% of the purchase price to be paid by the Purchaser/s to the Promoters/Builders on completion of plinth of the proposed construction and/or building to be constructed by the Developers/Promoters in which the premises/tenements hereby agreed to be allotted to the Purchasers are located.

(iii) Rs. 237000/- (Rupees Two lacs thirty seven thousand only)

being 32% of the purchase price to be paid by the purchaser/s to the Developers/Promoters in equal proportion on completion of each slab.

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(iv) Rs. 74000/- Rupees Seventy four -  
Thousand only)

being 10% of the Purchase price to be paid by the Purchaser/s to the Developers/Promoters on completion of the walls.

(v) Rs. 59000/- (Rupees Fifty nine -  
Thousand only)

being 8% of the purchase price to be paid by the Purchasers to be Developers/Promoters on completion of the flooring work.

(vi) Rs. 59000/- (Rupees Fifty nine -  
Thousand only)

being 8% of the purchase price to be paid by the Purchaser to the Developers/Promoters on completion of the Plaster of the Building (internal as well as external).

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(vii) Rs. 59000/- Rupees Fifty nine -  
Thousand only)

being 8% of the purchase price to be paid by the purchasers to the Developers/Promoters on the completion of sanitary work and all other types of fittings and plumbing.

(viii) Rs. 32000/- Rs. Thirty two thousand -  
only)

being 4% balance of the purchase price to be paid by the Purchaser to the Developers/Promoters at the time of Developers/Promoters handing over the possession of the flat/tenements hereby agreed to be allotted to the Purchasers.

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4. The aforesaid price includes the proportionate price of the Common areas and facilities appurtenant to the said Flat and elsewhere in the building and/or on the said property, as specified in Annexures "D" hereto provided that the said proportionate price of the Common areas and facilities shall remain unaltered irrespective of whether the Promoters/Developers sell, let or dispose off any other part or portion of the said areas and facilities to any persons or parties, as the Purchaser/s hereby agrees and shall always deem to have agreed to accept and recognise the Promoters/Developers right to do so, without any claim, dispute or objection of whatsoever nature of and from the Purchaser/s. It is further specifically understood by and between the parties hereto that it is always impracticable and/or otherwise premature either to specifically assert exact quantum or extent of the aforesaid areas or the percentage of the undivided interest of the Purchaser/s in the aforesaid Common and/or limited Common areas and facilities whether appurtenant to the said Flat or otherwise and also the proportionate price of the said Common areas and facilities and therefore the areas mentioned herein and/or in the Plans annexed thereto are purely tentative and as such even if the said area and/or percentage of the aforesaid undivided interest of the Purchaser/s is/are increased or reduced or curtailed whether on account of alteration in the Plan as stipulated hereinabove and hereafter or on account of the Promoters/Developers exercising their right and deals with the aforesaid Common areas or facilities or otherwise, the said aggregate price specified hereinabove shall remain the same.

5. The time for payment of the instalments of the purchase price as provided in clause No.3 above shall be that of the essence of this contract. The certificate of the Architects of the Developers shall be conclusive proof that the plinth or the respective slabs work is/are completed and within stipulated from the receipt of a notice from the Developers to the Purchaser (time is that of the essence thereof) informing the Purchaser that the respective slabs/work has been cast and/or completed and the purchaser shall make the payment forthwith as herein provided. The Purchaser shall not be entitled to raise any objection as regards the completion of plinth or the casting of the respective slabs or work or in regard to the certificate of the Developer's Architects.

6. On or before the execution of these present the Purchaser/s shall pay and/or deposit with the Developers/Promoters the following amounts :-

(a) Rs. 260/-

(Rupees Two Hundred Sixty only)  
Membership fee, share money  
and entrance fee for Society  
and/or Association.

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(b) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

reimbursement of the amount towards electric deposit, water meter deposit and other deposits and expenses paid to the various authorities and as set out in this agreement.

(c) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

advance to meet outgoings, municipal taxes, water taxes, common electric bills etc. before formation and/or transfer to Society.

(d) Rs. 2,500/- (Rupees Two Thousand Five Hundred only) to M/s. Chitnis Vaithy & Co., Solicitors towards their professional charges for drafting and attendance for execution and registration hereof by them.



7. Subject to the rights of the Developers/Promoters arising under these presents, the flat purchaser agree/s to pay to the Developers/Promoters interest at the rate of 18% per annum on all the amounts which become due and payable by the flat purchaser/s to the Developers/Promoters under the terms of this agreement from the date of defaults till the payment by the flat purchaser to the Developers/ Promoters.

8. In the event of failure of payment of any amount due under this agreement by the Purchaser/s to the Developers/Promoters on its respective due dates and after lapse of an opportunity and/or 15 days written notice by the Developers, pointing out lapses the Developers/Promoters shall have an option to terminate this agreement and thereupon 25% of the amount paid by the Purchaser/s to the Developers shall stand forfeited and thereafter the Purchasers shall have no claim against the Developers/Promoters in respect of the said Flat and the Developers/Promoters shall not be liable to pay to the flat Purchaser/s any interest on the amount so refunded and/or tendered for payment and upon such termination of this agreement, the purchaser shall not have any right, title and interest upon such flat/unit and the Developers/Promoters shall be at liberty to dispose off and/sale the said flat to such person and at such price as the Developers/Promoters may in their absolute discretion think fit and proper and the

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- (b) The Developers/Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise consume permissible TDR etc. on the said property at present or in future and for the purpose of consuming such balance and/or additional F.S.I. to construct or expand the said buildings and/or construct additional floors as the Developers/Promoters may think fit and proper and as per the sanction by Municipal Authorities. Such full consumption of available F.S.I. / T.D.R. is to be fully utilised by the Developers/Promoters before the conveyance in favour of the Society and after the execution of the said Conveyance the Developers/Promoters shall not have any right over the said property and/or such FSI.
- (c) The Developers/Promoters shall also be entitled to consume additional and/or balance F.S.I. available under D.C.. Rule or by any special concession being granted by the Municipal Corporation of Greater Bombay or any other authorities including the F.S.I. available in lieu of the road widening setback reservation etc.
- (d) The Developers/Promoters shall be entitled after consuming such balance and/or additional F.S.I. by constructing tenements, to sell such tenements for such permissible user for such price and on such terms and conditions as the Developers/Promoters may think fit and proper to such person or persons as the Developers/Promoters may in their absolute discretion deem fit and proper.
- (e) The Purchaser/s of the flat herein and all other Purchaser/s of the Flats in the said building shall not have any right, title, claim or interest in respect of the open space, parking spaces, unsold stilt, open areas inclusive of the garden area and that the rights of the Purchaser/s is/are confined only to the Flat agreed to be sold as such areas shall belong and/or owned by the Society alone.



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- (f) The percentage of the undivided interest of the Purchaser/s in the common areas and the facilities limited or otherwise pertaining to the flats agreed to be sold herein shall be in proportion of the area of the flat agreed to be sold hereunder however such share to the common areas and facilities limited or otherwise as disclosed by the Developers/Promoters shall never be ascertained.
- (g) The Purchaser/s hereby agrees and undertakes to execute and deliver a letter of consent according consent under section (7) of the Maharashtra Ownership Flats Act, without raising any objection which letter is hereto annexed and marked Annexure 'E'.
- (h) Irrespective of the possession of the flat being given to the Purchaser/s and/or the management being given to the ad-hoc committee or the Flat Purchaser/s the rights under this clause and/or under agreement reserved for the Developers/Promoters for exploiting the potentiality of the property described in the schedule hereunder written shall be subsisting and shall continue to vest in the Developers/Promoters till the conveyance is executed and the Developers/Promoters shall be entitled to execute the Conveyance or procure the Deed of Conveyance reserving such rights in the said property in favour of the Developers/Promoters as may be outstanding at the time of execution of the Conveyance.



14. The Purchaser/s agree/s and give/s his/her/their irrevocable consent to the effect that the Developers/Promoters shall have a right to make additions, alterations, amendments and/or changes in the Building plans and/or to the said buildings or any part thereof for any user or to change the user (excluding the said flat) including to raise addition floors or structures on the said building or open part OR parts of the said building including on the terrace at any time either of before the transfer of the property and such right shall include the right to use and consume F.S.I. or the additional F.S.I. or TDR which may become available in respect of the said property or any other lands at any time in future by reserving such rights in Conveyance or to make such amendments/alterations in the

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sanctioned plan as may be permitted by the Municipal Corporation of Greater Bombay or the other authorities and such additional structure or floors or flats shall be the absolute property of the Developers/Promoters who shall be entitled to deal with and/or dispose off the same at such price at on such terms and conditions as the Developers/Promoters may deem fit and proper.

15. The Purchaser/s hereby agree/s that all necessary facilities, assistance and co-operation will be rendered by the Purchaser/s to the Builders/Promoters to enable the Developers/Promoters to make any additions and alterations and/or to raise additional floor or floors or structures in accordance with the Plans sanctioned or which may be hereafter put up and sanctioned by the Municipal Corporation of Greater Bombay and the Purchaser/s hereby further agree/s that after the proposed Co-operative Society is registered the Purchaser/s as a member or share holder of such society shall accord his full consent, facilities, assistance and cooperation to the Developers/Promoters to enable the Developers/Promoters to change the users, to make the said additional floors which may be constructed and also for the aforesaid purpose to shift the water tanks on the upper floors or floors which so constructed. The Purchaser/s shall not be entitled to object to any of the aforesaid things or claim any reduction in price of the said flat agreed to be acquired by him or compensation or damage on the ground of loss of air, light or otherwise in respect of the said flat or any portion of the said property till Developers/Promoters confirm in writing that the said project is completed.

16. The Developers/Promoters hereby agree 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 such plans or thereafter and shall before handing over possession of the flat to the flat purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the said flats. The Developers/Promoters shall not handover the possession of the said flat unless and until occupation certificates is granted by the Municipal Corporation.

17. The Developers/Promoters hereby declare that the floor space index available in respect of the said land is 1 F. S. I. only and that no part of the said floor space index has been utilised or will be utilised by the Developers/Promoters, elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the Developers/Promoters, elsewhere the Developers/Promoters shall furnish to the flat purchaser/s all the detailed particulars in respect of such utilisation of said floor space index by him. In case while developing the said land the Promoter shall be entitled to utilise any floor space index of any other land or property by way of floating floor space index or TDR as per the provisions of law.

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18. The said building is expected to be completed and possession of the said Flat is expected to be delivered on or about \_\_\_\_\_ unless prevented by or due to any Act of God or Act of State or force majors or labour troubles or any litigation or any objection of the Municipal or other authorities or for any reason or circumstances whatsoever beyond the control of the Developers/Promoters and in such event the time for completion of the Building and delivery of the possession of the said unit shall be automatically extended for such further time as the Developers/Promoters may determine. Under any circumstances the Purchaser/s shall not be entitled to claim any damages whatsoever on account of delay or default in giving possession of the said Flat.

19.. The Purchaser/s agree/s to sign and deliver to the Developers/Promoters before taking possession of the said Flat and also thereafter all writings and papers as may be reasonably necessary and required by the Developers/Promoters including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Cooperative Society.

20. Upon the possession of the said premises being delivered to the Purchaser/s he/she/they shall be entitled to use and occupy the said premises and he/she/they shall have no claim against the Builders/Promoters in respect of any item of work in the said premises which may be alleged not to have been carried out or complied with. The only liability of the Builders/Promoters shall be the statutory liability under section 7(2) of the Maharashtra Ownership Flats Act.

21. Within a week after notice in writing is given by Builders/Promoters to the flat/shop/car parking space Purchaser that the flat is ready for use and occupation, the purchaser shall take possession of the Flat and the flat purchaser shall be liable to bear and pay the proportionate shares as may be determined by Developers/Promoters of outgoings and maintenance charges in respect of the said land and buildings viz., local municipal taxes, betterment charges, insurance, salaries of workers or such other levies by the concerned local authority and/or government rates and taxes, water charges, insurance, common lights, sanitation, repairs and salaries of clerks, collectors bills, electricity and water deposits, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s including insurances, common lights, watchman and sweeper's wages, sanitation, additions and alternations, oil painting, colour washing, repairs etc. and all other outgoing and expenses of and incidental to the management and maintenance of the property until the society/limited company is formed and the said land and buildings/ transferred to it, the flat purchaser shall pay to the Builders/Promoters such proportionate share of outgoing

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as may be determined by the Builders/Promoters and/or Managing Body of the society. The flat purchaser further agrees that till the flat purchaser's share is so determined the flat purchaser shall pay to the Builders/Promoters provisional monthly contributions towards the outgoings as called upon or required by the Builders/Promoters. The amounts so paid by the flat purchaser to the promoter shall not carry any interest and remain with the Builders/Promoters until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paidover by the Promoter to the society or the limited company as the case may be. The flat purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance or in lumpsum as decided by the Developers and shall not withhold the same for any reason whatsoever. The Purchaser/s shall indemnify and keep indemnified the Developers/Promoters against the payment of all taxes and other payments and expenses. If on account of failure on part of the Purchaser/s and/or Purchasers of any other flat, to pay such proportionate share and if the said authorities concerned take any action for the recovery of the same, the Developers/Promoters shall not be liable or responsible for any loss or damages which may be suffered by the Purchaser/s and/or Society on account to the said action.

22. If within a period of one year from the date of handing over the flat to the flat purchaser, or after first monsoon whichever is earlier the flat purchaser brings to the notice of the Builder/Promoters any defect in the flat or the building in which the flats are situated or the material used therein or any unauthorised change in the construction of the said building by the Developers/Promoters, then wherever possible such defects or unauthorised changes shall be rectified by the Builders/Promoters at their own costs and in case it is not possible to rectify such defects unauthorised changes the flat purchaser shall be entitled to receive from the Builders/Promoters reasonable compensation for such defect or change.

23. The Purchaser/s shall maintain at his/her/their own costs the flat/shop/garag/stilt car parking space agreed to be acquired by him/her/them in the same good and tenantable condition, state and order in which it is delivered to him/her/them and shall not do and

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cause to be done anything in or to the said building premises, staircase and common passagee, which may against the rules and shall abide by all the bye-laws, rules and regulations of the Government, Bombay Municipal Corporation, B.S.E.S. Ltd., and all other authorities and local bodies and shall attend, answer and be responsible for compliance with the same.

24. The Builders/Promoters hereby agree 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 the flat Purchasers, obtain from the concerned local authority occupation certificates in respect of the said building.

25. After the receipt of the occupation certificate and/or notice of possession the building or any part thereof gets demolished and/or damaged on account of any act of god such as earthquake, floods or any other natural calamity, act of enemy, war or other causes beyond the control of the Builders/Promoters such losses incurred to the structures will be fully sustained by the Purchaser/s alone with the other flat Purchasers and the Builders/Promoters shall not be responsible for such losses. The Purchasers shall have to make good the loss so sustained.



26. The Purchaser/s of the respective flat shall be entitled to use and occupy their respective flat only for the use for which they are permitted to be used by the M.C.G.B.

27. The Purchaser shall not, let, sublet, sell, transfer, assign, mortgage, charge, in any way encumber or deal with or dispose off or part his/her/their interest possession or the benefit of this agreement in the said premises or assign, underlet or part with his/her/their interest under or the benefit of this Agreement or any part thereof until/all the dues payable by him/her/ them to the Builders/Promoters under this Agreement are fully paid up and only if the purchaser is not guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the purchaser obtains prior written consent from the Builders, and or the society. In the event of any such permitted transfer or assignment the Purchaser shall pay to the Builders/Promoters and/or the said Co-operative Housing

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Society a transfer fee before the Builders/Society grant any such permission. Even after the formation of the society and transfer of the property to the society the bye-laws of the society shall provide that no member shall transfer, let out or encumber, his/her/their flat/shop garage/stilt car parking space or give it in leave and licence basis or part with the possession of the same without the previous consent in writing of the society.

28. The Purchaser shall not be entitled to any rebate and/or concession in the price of his/her flat/shop/garage on account of the construction of the additional floors on the said building or buildings and/or account of changes, alterations and additions made in the plan and/or to the said building.

29. Until the said property is transferred by the Developers/Promoters to the Co-operative Society, by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Developers/Promoters into the Co-operative Society and intimation of the same is received by the Purchaser/s from the developers/Promoters, the purchaser shall be bound and liable to pay to the developers/promoters, regularly and punctually all contribution towards taxes and maintenance and other amounts to be paid by the Purchaser/s and the Purchaser/s shall not withhold any such payment to the Developers/Promoters regularly and punctually all contribution towards taxes and maintenances and other amounts to be paid by the Purchaser/s and the Purchaser/s shall not withhold any such payment to the Developers/Promoters. However, if the Developers/Promoters in their absolute discretion so desire they shall be entitled to entrust the Management of the said property to the said Co-operative Society or to the adhoc Committee for looking after the management of the said society and disbursement of contribution from the Purchaser/s of flats in the said Buildings towards payment of outgoings and expenses referred to herein, then in such event the Developers/Promoters shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities in that behalf shall be of the said Co-operative Society or the adhoc committee or the Purchaser/s as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said property and pay the outgoings and the same shall not affect the rights of the Developers/Promoters provided under this Agreement, nor the such act on the part of the Developers/Promoters shall be deemed



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to be a waiver of the rights of the Builders/Promoters under this Agreement.

30. The Purchaser/s is aware that the Developers/Promoters shall be paying the maintenance, municipal taxes and all the outgoings in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount and/or ultimate responsibility and obligation of the Purchaser/s to pay all the outgoings regularly after the handing over of the possession. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units the Developers/Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting person/member and in the event of any essential supply being disconnected, it shall be the responsibility of the Purchaser/s and all the Purchaser/s together who shall be deemed to be owners under the provisions of the Maharashtra Ownership Flat Act in respect of the Flats in respect of which possession has been given by the Developers/Promoters.



31. On possession being taken by the Purchaser/s the Purchaser/s shall not be entitled to make and shall not make any claim, objection, contentions or proceedings against the Developers/Promoters regarding the said building or the said Flat or anything connected therewith including defects, quality of construction, materials, additions, or alterations etc. and the same if any, shall be treated and/or deemed to have been extinguished and/or waived.

32. In the event of the Developers being entitled to construct any additional structure or structures or the Developers desiring to make alterations or additions in the said property under the building bye-laws rules and regulations of the Municipal Corporation of Greater Bombay or otherwise or in the event of the Builders becoming entitled to construct any structure or structures or alterations and/or additions in the said property by virtue of any alterations or amendments of the Building bye-laws or rules and regulations as stated above or otherwise, the Developers shall be entitled to carry out construction of such additional structures and/or additions or modifications, alterations or additions in the said building which is proposed to be constructed in the said property.

33. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever in to or over the said property or Building or any part thereof. Such conferment shall take place only upon the execution

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of Conveyance in favour of a Co-operative Society or on Incorporated Body to be formed by the Purchasers of different premises in the said building as herein stated

34 The Developers/Promoters hereby agree that they shall before handing over possession of the flat to the flat purchaser/s and in any event before execution of a Conveyance/assignment of lease of the said land in favour of a corporate Body to be formed by the Purchaser/s of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as the 'Society/Limited Company') make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right title, interest or claims or any part in or over the said land, shall as far as practicable ensure that the said land is free from all encumbrances, and that the Vendor/Lessor/Original Owners/Developers/Promoters have absolute clear and marketable title to the said land so as to enable them to convey to the said society/limited company such absolute clear and marketable title on the execution of a conveyance, assignment of lease of the said land by the Builder/s Promoters in favour of the said Society/Limited Company.

35. Subject to the stipulation contained herein and subject to the reasons beyond control, the Builder/s Promoters agree to give the possession of the said flat to the purchaser on or before — day of — 199— and/or after the completion of the building and/or execution of the conveyance in respect of the said property as hereinabove provided whichever is earlier. If the Builders/Promoters fail and/or find it difficult and/or neglect to give possession of the flat to the flat purchaser on account of reasons beyond his/their control as per the provisions of Section 8 of Maharashtra Ownership Act, by the aforesaid date or dates prescribed in Section 8 of the said Act, then the Builders/Promoters shall be liable on demand to refund to the flat Purchaser the amounts already received by them in respect of the flat with simple interest at 9% (Nine Per cent), per annum from the date Builders/Promoters received the sum till the date of the amounts and interest thereon is repaid provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders/Promoters to the flat Purchaser there shall subject to prior encumbrances, if any be a charge on the said land as well as the construction or building in which the flats are situated or were to be situated.

36. Provided that the Builders/Promoters shall

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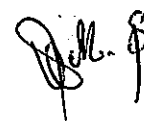
be entitled to reasonable extensions of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of.

- (i) non-availability of steel, cement, and other building material, water or electric supply :
- (ii) war, civil commotion, strike, labour dispute or act of God and/or any other natural calamity or act of enemy and other cause beyond the control of the Builders;
- (iii) any notice, order rule, notification of the Government and/or other public or competent authority.



37. The Purchaser/s and/or the person/s who claims through him/her the said premises shall observe and perform all the bye-laws, rules and regulations and stipulations, if any, with the proposed Co-operative Housing Society and put the additions and alternations as amended thereof as the case may be for protection and maintenance occupation and use of the said building and flats therein and for the observance and carrying out the Building's rules and regulations and the bye-laws for the time being of the Municipal Corporation of Bombay and other local authorities and Government or other public body and shall pay and contribute regularly towards the taxes, ground rent and/or expenses or other outgoings in accordance with the terms and conditions of this agreement.

38 The Conveyance of the said property shall be executed and/or purchaser/s of the flat/shop shall be made member of the Society, provided all the amounts payable by the Purchaser/s under these presents are fully, paid to the Builder/Promoters, the Developers/Promoters shall not be responsible if they are unable to execute Conveyance in respect of the said property as aforesaid or if the completion certificate not being received from the Bombay Municipal Corporation or by reason of war, civil commotion, act of god, non-availability of building material or as a result of any notice rule or notification of the Government and/or any other public authority and/or any other cause beyond the control of the Developers/Promoters. It is expressly agreed by the Purchaser/s that under no circumstances, the Purchaser/s shall be entitled to claim any damages of whatsoever nature on account of delay or default in giving conveyance of the said property.



39. The Developers/Promoters shall cause the said property conveyed to the Society of the Purchaser/s of the various units to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a limited Company or an Association as the case may be and required the Purchaser/s to form a society only on the completion of the said project and before such time the Purchaser shall not be entitled to call upon the Developers/Promoters to form a Society and/or to transfer the said property. If the said property could not be conveyed for want of Subdivisions then the Developers/Promoters shall cause a lease in perpetuity with a nominal lease rent executed in favour of the society and all the Purchaser/s of the Flats in the said building shall accept the same.

40. The Builders/Promoters hereby agree 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 the flat Purchasers, obtain from the concerned local authority occupation certificates in respect of the said building.

41. Upon all the unit purchaser's co-operating and upon the Builders/Developers calling upon the Purchasers, the Purchasers shall do and execute all acts, deeds, documents and papers for or in connection with the formation and registration of the society and also do hereby irrevocably accord his consent to the Developers/Promoters and/or co-operate for making additions and alterations in the application and all annexures or accompaniments for or in connection with the formation and registration of the Society or a Company or Association as per bye-laws or constitution or rules whereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Developers/Promoters to protect the rights and interest of the Developers/Promoters and the Purchaser/s agree/s to be bound by the said additions and alteration and hereby covenants and undertakes not to take any objection or action in the matter or to do anything whereby the rights, and interest of the Developers/Promoters may be affected, prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that responsibility for the formation and registration of the said Society, shall be of the Purchaser/s and other Purchasers and not of the Developers/Promoters notwithstanding anything done by the Developers/Promoters in that behalf. The Purchaser/s further agree/s to pay admission fees and share subscription amounts for becoming the member of the said society.



*[Handwritten signature]*



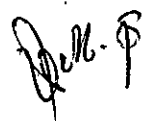
42. It is agreed that if the Floor Space Index is not consumed in full in the construction of the said building and if before the transfer of the property to a Co-operative Society or an Incorporated Body and further construction on the land is allowed in accordance with the Rules and regulations of the Municipal Corporation of Greater Bombay, then the Developers would be entitled to put up additional or other constructions without any let or hindrance by the Purchasers and to sell the additional premises thus available on ownership basis and to receive and appropriate the price in respect thereof. It is however agreed by the Developers that they will not construct such additional or other structure so as to adversely affect the area and the location of the premises agreed to be sold to the Purchaser. The Purchasers hereby gives his irrevocable consent to such construction by the Builders and for that matter to make such alterations or changes in the plans shown to the Purchasers.



43. The Purchaser/s of all such units shall be admitted by the Co-operative Society as members of the Society or as Shareholders of the Company or as member of association that may be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s and other members of such society, company or association as the case may be without any reservations or conditions. No transfer fees premium or any other amount save and except nominal entrance fees, share money and other moneys paid by the Purchasers at the time of formation, shall be charges from the Purchaser/s.

44. The property shall be transferred by the Developers/Promoters by causing the Vendors/Owners to execute a Deed of Conveyance and in such documents the Developers/Promoters shall join as a Confirming Parties transferring the Buildings. In the event of the transfer of the property being effected earlier for any reason whatsoever then in such case all the rights of the Developers/Promoters under this Agreement shall be in full force and binding upon the transferee and all its members and such transfer shall always be deemed to be subject to the provisions of this Agreement and the transferee shall not have any better right than the right intended to be granted under this Agreement.

45. The Purchaser/s hereby agree/s to observe and perform all the rules and regulations which the said society or a limited Company or incorporated body at its inception and/or from time to time for the purpose of protection and maintenance of the interest of its members and for observing and confirming the building rules and the Municipal bye-laws and regulations in force and for fully and properly vesting the said property in the said society or a limited company, incorporated



body as the case may be and for observing the various stipulations and conditions laid-down by the said society or limited company, incorporated body expecting the use and occupation of the particularly premises by particular member and to contribute regularly and punctually towards the expenses to be incurred for maintenance and up-keep charges.

46. Upon the possession of the said premises being delivered to the Purchaser/s he/she/they shall be entitled to use and occupy the said premises and he/she/they shall have no claim against the Builders in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Developers/Promoters shall be the statutory liability under Section 7(2) of the Maharashtra Ownership Act.

47. The Purchasers hereby agrees to contribute and pay his/their proportionate share towards the costs, expenses and outgoings in respect of the matter specified in the Annexure "F" hereunder written. The Purchasers shall be responsible for additional taxes that may be levied by the Municipal Corporation of Greater Bombay by breach of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the Purchasers.

48. It is specifically agreed that the Builders/Developers shall not be responsible for collection of any payment nor shall be responsible for the payments to be made towards the outgoings, maintenance and management of the said property (including ground rent, Municipal Tax or other Local Tax, Water Charges, Electricity charges, Revenue assessment, Salaries etc.) in respect of the said Flat or the land/or the building and therefore the Purchaser and the Purchaser/s of other Flats in the said building shall alone be responsible for payment of the aforesaid outgoings that may become payable whether before or after the possession of the said flats is/are handed over by the Builders/Developers. However, if the Purchaser and the other Purchaser/s of the flats in the said building at his/her/their option desire and agree that for the sake of convenience the said outgoings may be paid through the Builders/Developers until the co-operative Society or a Common Organisation is formed and registered, then the Purchaser / s shall be at liberty to make payments of certain ad-hoc amounts to the Builders/Developers so that the Builders/Developers can make the payment of the said outgoings on behalf of the said Purchaser/s. PROVIDED HOWEVER, that in the event of such payment being made voluntarily by the Purchaser/s to the Builders/Developers, the Builders/Developers under no circumstances shall be deemed to collect or have collected any sums for the payment of



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the said outgoings as defined under Section 6 of the said Maharashtra Ownership Flats Act, 1963.

49. In addition to the aforesaid payments, the Purchaser shall deposit with the Builders/Promoters within 7 days from the date of demand made in that behalf the proportionate amount of stamp duty and registration charges, if any, that would be needed for execution of Deed of conveyance and all other documents in favour of Co-operative Housing Society or a Corporate Body as mentioned herein. It is agreed that unless and until the Purchasers of various flats/shops/garage/stilt car parking space/godowns in the said building/s pay the proportionate amount of stamp duty and registration charges, if any, the Builders shall not be obliged to execute or cause to be executed the final Deed of Conveyance and all other documents in favour of the Co-operative Housing Society or Body Corporate as mentioned herein.

50. The flat purchaser/s shall use the flat or any part thereof or permit the same to be used only for purpose thereof or permit the same to be used only for purpose of residence/office/showroom/shop as may be permitted by the Municipal Corporation/Any Statutory Authority and/or the said Society. He/she/they shall use the garage or parking space only for purpose of keeping or parking the flat purchaser's own vehicle.

51. The Purchaser/s shall observe and perform all the bye/laws and/or rules and regulations with the proposed Co-operative Housing Society on registration may adopt and the additions and alterations as amended thereof for protection and maintenance of the said building and flats therein and for the observance and carrying out the building's rules and regulations and the bye-laws for the time being of the Municipal Corporation of Bombay and other local authorities and Government or other public body.

52. The Purchaser/s shall not carry out any internal additions, alterations or changes without prior written consent of the Developers/Promoters during the defect liability period and if any such alterations, additions or changes are being carried out by the Purchaser/s herein or other purchasers of the flats then in such case the Developers/Promoters herein shall be released and discharged from the obligation to rectify or repair the said structural defect.

53. The Purchaser/s shall not be entitled to the closing of the verandah or balconies or make any alterations or changes in the elevation and outside colour scheme of the flat to be acquired by him/them.

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54. The Builders/Promoters shall have a right until the execution of the conveyance/Assignment in favour of the proposed co-operative housing society and/or a corporate body to make additions, alterations, raise storeys or put up additional structure as may be permitted by Municipal and other competent authorities. Such additional structures and storeys shall be the sole property of the Builders/Promoters who shall be entitled to dispose them off at such price and in any manner as they choose and the Purchaser/s hereby consent to the same. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space or any portion thereof whether in front of or adjacent to the terrace flats in the said building if any or otherwise shall belong exclusively to the Builders/Developers or the respective purchaser thereof, if any. The said terrace or portions thereof shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders/Developers or the Society/ the Limited Company as the case may be.

55. The Purchaser/s shall from time to time sign all applications, papers and documents and do all acts, deeds, and things as the Builders or the Office bearers of the proposed Co-operative Housing Society may require in safe guarding the interest of the Builders and/or the Purchaser/s in the said building if any car parking space/ garage is purchased by the Purchaser/s herein the purchaser/s shall only be a nominal member/s.

56. The Purchaser/s and the person who claim the said premises through the Purchaser/s shall observe and perform all the stipulations and conditions laid down by such Co-operative Housing Society as the case may be regarding the occupation and use of the building and/or flat/garage/shop/car parking space/industrial galas and shall pay and contribute regularly towards the taxes, ground rent and/or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

57. So long as each premises in the said building are not separately assessed for taxes and water rates by the Municipal Corporation of Greater Bombay, the Purchaser/s shall pay proportionate share of the water taxes and other taxes assessed on the whole building by the Municipal Corporation of Greater Bombay PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Municipal Corporation of Greater Bombay or any other authority by reason of any permitted use, the Purchaser alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the premises, the Purchaser and other Purchasers shall observe and perform all the Rules and Regulations of the Municipal Corporation of Greater Bombay and Other statutory bodies and shall indemnify and keep indemnified the Builders against any loss or damage.

58. The Purchaser hereby agrees that in the event of any amount by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the builders, the same shall be reimbursed by the Purchasers to the Builders in proportion to the area of the premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Builders/Developers shall be conclusive and binding upon the Purchasers.

59. The Purchaser/s hereby agree/s and undertake/s to be a member of the Co-operative Housing Society or an incorporated body to be formed in the manner herein appearing and also agree/s from time to time to sign and execute the application for registration and all other papers and all other documents necessary for the formation and registration of the Society or incorporated body including the bye-laws of the proposed Society and duly filled in, signed and return within 7 (seven) days of the same being forwarded by the Developers/Promoters to the Purchaser/s no objection shall be raised by the Purchaser/s if changes or modifications are made in draft bye laws as may be required by the Registrar of Co-operative Societies or other Competent Authority. The Purchaser/s shall be bound from time to time to sign all papers and documents and to act in such a way from time to time and do all other things as the Promoters may require him to do for safe/guarding the interest of the Developers/Society and of the other Purchasers of the flats/garage/car parking spaces/shops/garages in the said building. Upon failure to comply with the provisions of this clause this Agreement shall ipso facto come to an end and the deposit and other monies paid by the Purchasers shall stand forfeited by the Builders.



60. The Flat Purchaser/s or himself/themselves with intention to bring all persons into whomsoever hands the flat may come doth hereby covenant with the Developers/Promoters/Society as follows :

- (a) To maintain the flat at flat purchase/s own cost in good tenable repair and condition from the date of possession of the flat and shall not do or suffer to be done anything in or to the building in which the flat is situated the against the rules, regulations or bye-laws of concerned local authority and/or Co-operative Society or make any change/alter or make addition in or to the flat or any part thereof without written consent of the Society.
- (b) Not to store in the flat any goods which

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are of 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 whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the flat is situated, including entrance of the building in which the 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/s in this behalf, the flat purchaser shall be liable for the consequences of the breach.

- (c) to carry at his own costs all internal repairs to the said flat and maintain the said flat in the same conditions state and order in which it was delivered by the Developers/Promoters to the flat Purchaser/s and shall not do or suffered to be done anything in or to the building in which the flat is situated 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 or to the society.
- (d) Not to demolish or caused to be demolished the flat or any part thereof, nor at any time make or caused to be made any addition or alterations of whatever nature in or to the flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains, pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slab or RCC, Parris or other structural
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changes in the flat without the prior written permission of the Developers/Promoters and/or the Society or the Limited Company as the case may be.

- (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 increase 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.
- (g) Pay to the Developers/Promoters within 7 (seven) days of demand by the Developers/Promoters, his share of security deposit demanded by concerned local authority of Government or 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 tax, water charge, insurance and such other leveys, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the flat purchaser/s viz., user for any purposes other than for residential purposes.
- (i) The flat purchaser/s shall not let, sublet, transfer, assign or part with flat purchaser/s interest or benefit factor of this Agreement or part with the possession of the flat until all the dues payable by the flat purchaser to the Developers/Promoters 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 until the flat Purchaser has intimated in writing to the Builders/Promoters and until the consent in writing has been recorded by them in that behalf.



of all the flats/shops/garage/stilt car parking space in the said building the power and authority of the society or limited Company so formed or of the Purchaser/s of the flat/shop/garage/stilt car parking spaces shall be subject to the over all or any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Builders/Promoters shall have absolute and full control over the unsold flats/garages/stilt car parking spaces and the disposal thereof both before and after the execution of the conveyance in favour of the society or the limited company.

66. In the event of the Co-operative Society being formed and registered before the completion of the project and/or sale and disposal by the Builders/Developers of all the flats/shops/godowns/garage/stilt parking place and pending execution and registration of conveyance as aforesaid the Builders/Developers shall have absolute authority and control over the said land, building, the construction and all matter concerning the same, and all amenities, pertaining to the same and the unsold flats/shops/garages/godowns/stilt parking place before and after the transfer of the property and flats in Builders/Developers control and also the flats in respect of which the agreements may be cancelled at any stage for any reasons whatsoever and also flats which may be constructed by the Builders/Developers in future either before or after the transfer of property as herein provided and for sale and disposal of all the said flats and the Builders/Developers of such flats shall be admitted by the Co-operative Society as members of the Society or as shareholders of the Company or as member of any other association that may be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser and other members of such Society. Company or association as the case may be without any reservations or conditions from the Purchaser as member of such Co-operative Society. No transfer fees premium or any other amount save and except nominal entrance fees, share money and other moneys paid by all the purchaser/s at the time of formation shall be charged from such purchaser/s.

67. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the flat Purchaser as advance or deposit, 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 and shall utilise the amounts only for the purpose for which they have been received.

68. Any delay tolerated or indulgence shown by the Developers/Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the flat purchaser by the Developers/Promoters shall not be construed as a waiver on the part of the Developers/Promoters of breach or non-compliance of any of the

terms and conditions of this Agreement by the flat Purchasers nor shall the same in any manner prejudice of the rights of the Developers/Promoters.

69. The Purchaser/s hereby agree/s to observe and perform all the rules and regulations which the said Society or Limited Company or incorporated body may adopt at its inception and/or from time to time for the purpose of protection and maintenance of the interest of its members and for observing and confirmig the building rules land the Municipal bye-laws and regulations in force and for fully and properly vesting the said property in the said society or a limited company or incorporated body as the case may be and for observing the various stipulations and conditions laid down by the said society or a limited company or incorporate body respecting the use and occupation of the particular premises by particular member and to contribute regularly and punctually towards the expenses to be innurred for maintenance and upkeep charges.

70 The Purchaser agrees and binds himself/herself themselves to pay regularly in accordance with the terms and conditions set out hereof the Developers/Promoters until the Deed of Conveyance, Assignment of the said property is executed in favour of the body corporate as aforesaid and therefore to the aforesaid corporate body or as the case may be proportionate share that may be called for towards :

- 
- (a) Insurance premium,
  - (b) All Municipal and other taxes that may from time to time be levied and water charges, and
  - (c) outgoing for the maintenance and management of the building, common lights, and outgoings and collection charges, charges of watchmen, sweeper incurred in connection with the said property or deposit with Maharashtra State Electricity Board and Municipality.
  - (d) Betterment charges etc.

71. In addition to the aforesaid payment, the Purchasers shall deposit with the Developers/Promoters within seven days from the date of demand made in that behalf the proportionate amount of stamp duty and registration charges, if any, that would be needed for execution Deed of Conveyance and all other documents in favour of Co-operative Housing Society or a corporate body as mentioned herein. It is agreed that unless and until the Purchaser/s of various

flats/stilt parking in the said building/s pay the proportionate amount of stamp duty and registration charges if any the Developers/Promoters shall not be obliged to execute or cause to be executed the final Deed of Conveyance and all other documents in favour of the Co-operative Housing Society or Body Corporate as mentioned herein.

72. All the documents for formation of a Cooperative Society and/or limited company and/or incorporate body, the conveyance of the said property and all other documents required to be executed shall be prepared by the Advocates of the Developers. The professional costs of the advocates of the Developers as also all out of pocket expenses including stamp duty registration charges as also the costs, charges and expenses for the incorporation and/or registration of such cooperative society and/or limited company and/or incorporated body shall be borne and paid by the Purchaser/s who has/have agreed to take or acquire premises in the said building proportionately and/or by the Society. The Purchaser/s shall also pay the deposit to be made with the BSES for the electric meter to be installed in the premises.

73. As soon as the Building is notified by the Builders as complete and ready for use and occupation each of the holders of flats/car parking spaces including the Purchaser/s herein shall pay the entire respective arrears of purchase price or otherwise payable by her/him/them in respect of his/her/their tenements within 7 days of the receipt of such notice time is of the essence of the contract in this regard served individually or put at some prominent place in the said building, if any of the flat/car parking space holder fails to pay the arrears as aforesaid, the Developers shall be entitled to forthwith terminate this present and forfeit all such moneys paid by the Purchasers to the Developers till then. On such termination the Purchasers right under this agreement and to the said flat/parking space shall stand forfeited and the Developers shall be entitled to sell the flat/parking space to such person on such terms and conditions as the Developers may deem fit, proper and the Purchasers shall have no objection for the same nor shall he/she have any claim whatsoever to the price realised on such sale. Provided it does not in any way affect or prejudice the right of the flat holder in respect of the said premises, the Builders shall be at liberty to sell, assign, transfer, or otherwise deal with their right, title and interest in the said land and/or in the building to be constructed thereon.

74. All letters and/or notices to be served up on the flat Purchasers as contemplated by this Agreement shall be deemed to have been duly issued and served if sent to the flat Purchasers, by Registered Post A.D./Under Certificate of Posting at his/her address specified below;



C. Sangli Sabakam

Bhuvan, Khetwadi

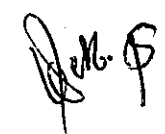
2nd Lane.

Bombay 40004.

75. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay the Developers any of the amount due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after the delivery of possession) the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and conditions of his/her/their part therein contained or referred this Agreement and to enter upon and resume possession of the said flat/garage/shop/industrial gala/car parking space and everything whatsoever therein and this Agreement shall stand terminated and the earnest money paid by the Purchaser/s to the Developers shall stand absolutely forfeited to the Developers and the Purchaser/s shall have no claim for refund or repayment of the said earnest money and the Purchaser/s hereby agreed to the forfeiture of all his/her/their right, title and interest under this Agreement in such event the Purchaser/s shall also be liable to immediate ejection as trespasser but the right given by the clause to the Builders shall be without prejudice to any other rights remedies and claim whatsoever at law or under this Agreement.

76. The terrace of the said building including the parapet wall shall be the property of the Society after the Conveyance. The Agreement with the Purchaser/s and all other purchaser/s of flats/garage/car parking spaces/shops/industrial galas in the said building shall be subject to aforesaid rights of the Society who shall be entitled to use the said terrace including the parapet wall for any purpose including the display of advertisements and sign-boards and/or HOARDINGS for advertisements. The Purchaser/s shall have no claim or right to any part of the said property and also to any other parts of the building other than the said flat agreed to be taken by him/her.

77. All the costs, charges and expenses in connection with the formation of the Cooperative Housing Society or Limited Company or Association as well as the costs of preparing, engrossing, stamping and registering all the agreements, including the agreement, conveyance, transfer deeds or any other documents or document required to be executed by the said Vendors and the Developers/Promoters or the Purchaser/s or Co-operative Society



as well as the entire professional costs charges and expenses payable for the same shall be paid by the Purchaser/s immediately on demand. The Purchaser/s shall pay the professional fees in respect of the documents to be made and also in respect of the service rendered or to be rendered by the Developers/Promoters/Society's Advocates as provided in this clause.

78. The Purchaser/s shall pay stamp duty as applicable under law and at his own costs and/or expenses lodge this Agreement for registration with Sub-Registrar of Bombay within time limit (i.e. 3 months from the execution hereof) as prescribed by law and forthwith inform the Developers/Promoters the serial number under which the same is lodged to enable them to admit execution of the same.

79. The Purchaser/s shall pay brokerage at the rate of 2% on the full purchase price to M/s. HMMK Agencies on the execution of this Agreement.

80. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

81. All question or disputes whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives touching this Agreement or subject matter thereof arising out of or in relation thereto whether as to construction or otherwise shall be referred to arbitration of MR H.D. VAITHY, SOLICITOR, failing which MR. ASHOK GANDHI, Architect and the arbitration shall be in accordance with and subject to the provisions of Indian arbitration Act, 1940 or its statutory modifications or reenactment thereof. In any case, such reference to arbitration shall be a condition precedent to any suit being filed or any proceedings being taken in a court of law or before any other authority by the parties hereto.

82. The flat Purchaser shall present this Agreement as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration act and the Builders/Promoters shall attend such office and admit execution thereof.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )  
 by the withinnamed )  
 M/s. K.T. CONSULTANTS )  
 AND DEVELOPERS )  
 "THE BUILDERS/DEVELOPERS/  
 PROMOTERS " )  
 In the presence of : )

For K. T. CONSULTANTS  
 AND DEVELOPERS  
*18/11/86*  
 Partner

1. *M. R. Khemdwala*

2. *S. H. Khemdwala*

SIGNED SEALED AND DELIVERED )  
 by the withinnamed )  
 PUSHPARAJ KHANDERA TALPADE )  
 by the hand of his Constituted )  
 Attorney SHRI Kishor chandra )  
 T. Sheth

*18/11/86*

"THE OWNER/VENDOR" )  
 In the presence of : )

1. *M. R. Khemdwala*

2. *S. H. Khemdwala*

SIGNED SEALED AND DELIVERED )  
 by the withinnamed )  
 MR./MRS./M/s. Madanlal R. )  
 Khemdwala & Sudhir M. )  
 Khemdwala )  
 "THE PURCHASER/S" )  
 In the presence of :

*M. R. Khemdwala*

*S. H. Khemdwala*

1. *M. R. Khemdwala*

2. *S. H. Khemdwala*

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

PART - A

ALL THAT piece or parcel of land or ground situate, lying and being at Village Eksar, Taluka Borivli in the Registration District and sub-District of Bombay City and Bombay Suburban bearing Survey No.22, Hissa No.7 and CTS No. 323 being the Original Plot No. 159 of Borivli (W), Town Planning Scheme No. III (Draft) containing by admeasurement 3411.70 sq.mtrs. i.e. 4080.39 sq. yds. or thereabouts and bounded as follows: i.e. to say :

|                     |                                                                      |
|---------------------|----------------------------------------------------------------------|
| On or towards NORTH | by C.T.S. No.322 and 51st Road, T.P.S.III.                           |
| On or towards EAST  | by C.T.S.No. 520 and or S. No.22, Hissa No.9                         |
| On or towards WEST  | By C.T.S.No.325/326 and S.No.22, Hissa No.4, and S.No.22, Hissa No.5 |
| On or towards SOUTH | by C.T.S. No.519 or S.No.24.                                         |

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

PART - B

ALL THAT piece or parcel of land or ground situate, lying and being at Village Eksar, Taluka Borivli in the Registration District and Sub-District of Bombay City and Bombay Suburban being Final Plot No.184 of Town Planning Scheme Borivli No. III, admeasurement 1725.00 sq.mtrs. i.e. 2063.15 sq. yds. or thereabouts and bounded as follows :

|                     |                                                    |
|---------------------|----------------------------------------------------|
| On or towards EAST  | F.P. No.185 of T.P.S. No.III Borivli               |
| On or towards WEST  | F.P. No. 183 of T.P.S. No.III Borivli              |
| On or towards NORTH | 51st Road of T.P.S..No. III, Borivli               |
| On or towards SOUTH | C.T.S.No.325, S.No.22, Hissa No.4 of Village Eksar |

RECEIVED the day and year first )  
 hereinabove written of and from the )  
 withinnamed PURCHASER/S a sum of )  
 Rs. 50,000/- (Rupees Fifty - )  
thousand only. )  
 only) in ~~cash~~ cheque bearing No 026392 )  
 drawn on Sangli Zilla Sangha )  
Co-op Bank Ltd. dated 12-10-91 )  
 withinmentioned, being the Earnest )  
 Money as stated in this Agreement due )  
 and payable by him/her/them to us. )

Rs. 50,000/-

WE SAY RECEIVED

For K.T. CONSULTANTS & DEVELOPERS

*[Signature]*

BUILDERS/DEVELOPERS

WITNESSES :

1. *[Signature]*
2. *[Signature]*





ANNEXURE - A

S.D. CHITNIS

B.A., LL.M.

H.D. VAITHY\*

M.A., LL.M.

**CHITNIS VAITHY & CO.** (REGD.)

ADVOCATES SOLICITORS & NOTARY\*

410/11, GUNDECHA CHAMBERS,  
NAGINDAS MASTER ROAD, FORT,  
BOMBAY - 400 023.  
PHONES : 270014 / 15 / 276279  
274877 / 274934

OUR REF : HDV / 2461 / 95

TO WHOMSOEVER IT MAY CONCERN

Re:- Property bearing Survey No. 22, Hissa No. 7, C. T. S. No.323, original Plot No. 159 of Town Planning Scheme III (draft), Final Plot No. 184, admeasuring about 1725 sq. mtrs. i.e. 2063.15 sq. yds. Agreement for Development dated 17th August, 1992 between

Pushparaj Khanderao Talpade ..Owner/  
Vendor

And

Mrs. Rajlaxmi Pushparaj Talpade  
& Ors. .. Confirming Parties

TO

M/s. K.T. Consultants &  
Developers

Developers  
Purchasers

THIS IS TO CERTIFY that as Developers/Purchasers Solicitors/ Advocates we have to investigate the title of PUSHPARAJ KHANDERAO TALPADE and Others to the property more particularly described in the first Schedule hereunder written. By taking searches in the Office of the sub-Registrar of Assurance at Bombay and Bandra for about 35 years, and also by giving Public Notices in two local newspapers,, thereby inviting public claims, if any, against the said property and/or part thereof.

As per records, the property bearing Survey No.22, Hissa No.7 was purchased by KHANDERAO RAMCHANDRA TALPADE in the year 1920 from SMT. PARWATIBAI DHANAJI and another, and since then till his death i.e. dated 4th October, 1943, he was holding the said property as the absolute owner thereof. On his death the said KHANDERAO RAMCHANDRA TALPADE left his Last Will and/or Testament dated 3rd July, 1941, which was probated in the Court of District Judge, Thane and Civil Misc. Application No.84 of 1944 in favour of PANDURANG KHANDERAO TALPADE on 6th July, 1945, both the said property was bequeathed to his three sons in equal shares as per family settlement dated 24th December 1990 the property more particularly described in the first Schedule came to the share of PUSHPARAJ KHANDERAO TALPADE. In spite of the said facts, the property in question stands in the name of PANDURANG KHANDERAO TALPADE in 7/12 extract as the sole will executed by

the said KHANDERAO RAMCHANDRA TALPADE. The said 7/12 extract copy is annexed hereto and marked Annexure " I ". The said PANDURANG KHANDERAO TALPADE died at Bombay on or about 28th March, 1992, leaving behind by him his widow SMT. PADMAWATI as the only legal heir and representative. Upon the death of SWAROOPCHANDRA on 23rd May, 1981, all his heirs i.e. his widow SMT. MOHANTARA and sons and daughters alongwith the widow of PANDRANG, all have confirmed the said Agreement for Development as the Confirming Parties thereto.

By virtue of the above referred facts, PUSHPARAJ KHANDERAO TALPADE is absolute Owner of the said property more particularly described in the Schedule hereunder written, and he has also executed a Power of Attorney bearing Power of Attorney dated 28th September, 1992 in favour of the Developers partners.. The said Agreement for Development and the said Power of Attorney both are valid, subsisting and binding upon the parties thereto till this date. The Owner/Vendor has given absolute liberty to the Developers/Purchasers to utilise and consume all the additional FSI as per provisions of law in the form of TDR and as such the Developers have legal right to utilise and consume such FSI.

Pursuant to the authority vested in the Develeopers, by virtue of the above referred documents, the Developers have obtained NOC under the provisions of Urbann Land (Ceiling & Regulation) Act, 1976. The Developers have also submitted plans of the proposed construction of the property with the Municipal Corporation of Greator Bombay and obtained IOD and Commencement Certificate as stated in the Agreement for Sale of the flat/shop, the Arbitrator of the Town Planning Authority has issued allotment letter bearing No. ARB/BVL-III/OP-159/1465/TPS dated 29th January, 1988 in favour of Owner which allotment letter is annexed herewith and marked Annexure II.

Pursuant to the application by PUSHPARAJ KHANDERAO TALPADE to the Tahsildar, Borivli and pursuant to the Mutation entry No. 4703 deleted the name of protected tenants under Order No. RTS/(WS)/1631/93 dated 4th September, 1993 from the said property. Similarly, the Tahsildar, Borivli, vide his letter bearing No. RTS/KV/2547/93 dated 27th December, 1993 has intimated the owners that Mutation Entry no 677 in respect of the said property has no effect of whatsoever nature on the said property.

In view of the above stated circumstances, and as we have not received any objection and/or claim in response to our above referred advertisements, we are now of the opinion that the Owners/Vendors title to the above referred property is marketable and free from all encumbrances, subject to his Agreement with the Developers herein.



SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

PART - A

ALL THAT piece or parcel of land or ground situate, lying and being at Village Eksar, Taluka Borivli in the Registration District and sub-District of Bombay City and Bombay Suburban bearing Survey No.22, Hissa No. 7 and CTS No. 323 being the Original Plot No 159 of Borivli (W), Town Planning Scheme No.III (Draft) admeasuring 3411.70 sq. mtrs. i.e. 4080.39 sq. yds. or thereabouts and bounded as follows : i.e. to say:

On or towards NORTH by C.T.S. No.322 and 51st Road, T.P.S. III.

On or towards EAST by C.T.S.No. 520 and or S. No. 22, Hissa No.9

On or towards WEST by C.T.S. No. 325/326 and S. No.22, Hissa No. 4, and S. No. 22, Hissa No. 5.

On or towards SOUTH by C.T.S.. No.519 or S. No. 24.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

PART - B

ALL THAT piece or parcel of land or ground situate, lying and being at Village Eksar, Taluka Borivli in the Registration District and Sub-District of Bombay City and Bombay Suburban being Final Plot No. 184 of Town Planning Scheme Borivli No. III, admeasuring 1725.00 sq mtrs. i.e. 2063.15 sq. yds. or thereabouts and bounded as follows :

On or towards EAST F.P. No.185 of T.P.S. No. III Borivli

On or towards WEST F.P.No. 183 of T.P.S. No. III Borivli

On or towards NORTH 51st Road, of T.P.S. No. III Borivli

On or towards SOUTH C.T.S.No. 325, S.No.22, Hissa No.4 of Village Eksar.

DATED THIS 23RD DAY OF FEBRUARY, 1995

For M/s. CHITNIS VAITHY & CO.

(sd.)

(H.D. VAITHY)

Partner

Advocates, Solicitors & Notary for  
M/s. K.T. Consultants & Developers

Ref.N. HDV/2461/95

KT.CER

गा. न. नं. ७, ७-अ व १२  
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 पं. सु. र. ग. नं. ३००० त. ३०००  
 सोल ए. ए. ए. ए. ए.  
 2030

|                        | ए | यू     |
|------------------------|---|--------|
| क्षेत्र सावणी सायक ... | — | 633111 |
| पोट खराबा...           | — | —      |
| स्कूप...               | — | 633111 |

|                 | समवेत | पैरे |
|-----------------|-------|------|
| आकार ...        | ८-3   | —    |
| बुई अचवा ...    | —     | —    |
| ज्यादा आकार ... | —     | —    |
| पानी ...        | —     | —    |

नाम - एकसर  
तासुका बोसिवली  
इतर  
(१६२२) (१८२७) (४७०३)

| क्र.सं.                                                                                                                                                                                 | कृ.सं. व. सं. | वे.सं. | री.सं. | फि.सं. व. सा.सं.सं.                                                         | वे.सं. | वे.सं. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|--------|-----------------------------------------------------------------------------|--------|--------|
|                                                                                                                                                                                         |               |        |        | सं.सं.सं. 27-3-95<br><del>27-3-95</del><br>बलाही सजा एकतर<br>बालुका-गारोवली |        |        |
| <p><b>CERTIFIED TO BE TRUE COPY</b></p> <p><i>[Signature]</i></p> <p><b>S. CHITNIS VAITHY &amp; CO.</b><br/>ADVOCATES &amp; SOLICITORS<br/>20/111 GUNDECHA CHAMBERS<br/>BOMBAY ROAD</p> |               |        |        |                                                                             |        |        |

CERTIFIED TO BE TRUE COPY

**S. CRITNIS VAITHY & CO.**  
ADVOCATES & SOLICITORS  
40/411, GUNDECHA CHAMBERS  
NAGINDAS MASTER ROAD  
(MIDTOWS STREET) FORT  
BOMBAY - 400 023

ANNEXURE II

OFFICE OF THE ARBITRATOR  
TOWN PLANNING SCHEME, BOMBAY

KAMANI CHAMBERS (OLD)  
32, R.KAMANI MARG,  
BALLARD ESTATE,  
BOMBAY - 400 038.  
TELEPHONE: 263958

NO: ARB/BVL.III/0P159/1465/TPS

Date: 29.1.88

To

CERTIFIED TO BE TRUE COPY

Shri B.S.Talpade & Associates  
Architects,  
5 Khanderao Smruti,  
Near Dattapada, Municipal School,  
Dattapada Road,  
Borivali (E),  
Bombay - 400 066.

Sd/-

M/s. CHITNIS VAITHY & CO.  
Advocates & Solicitors  
410/411, Gundecha Chambers,  
Nagindas Master Road,  
(Meadows Street), Fort,  
BOMBAY - 400 023.

Sir,

Sub : Town Planning Scheme, Borivli No.III (Final)

O.P. No. 159 New F.P. No. 164 B, 184  
Old F.P.Nos 209E & 167B

Ref : Your letter dt. 25th Nov. 87.

The above mentioned final plots were demarked on site.  
The accompanying plan shows area & dimensions of the final plots

Please note that :

- i. In so far F.P. No. 184, Building construction shall have to be confined only to the common portion of the original & final plot boundaries.
- ii. Since F.P. No. 164B is allotted to you is outside the boundaries of your original plot, you shall have to obtain consent letters from the owners of original plots on which final plot is allotted to you in case you wish to develop the plot pending coming into force of the scheme.

The area of the final plot are hereby confirmed on  
under :

F.P.No.

Area in Sq.Mtrs.

164 B

371.90

(Three Hundred seventyone point  
ninety sq.mts.)

184

1725.00

(One Thousand seven hundred  
twenty five sq.mtrs.)

An amount of Rs. 60/- has been charged towards supply of certified copy of plan as per schedule of charge.

Yours faithfully

Sd.

Arbitrator  
Town Planning Scheme, Bombay

Encl : Copy of Plan.

Copy in duplicate alongwith 2 copies of plan forwarded with compliments to the E.E.T.P. Municipal Corporation of Greater Bombay Municipal Head Office Bombay-1 for information. An amount of Rs. 60/- is sent herewith official receipt may be sent to the party under intimation to this office.



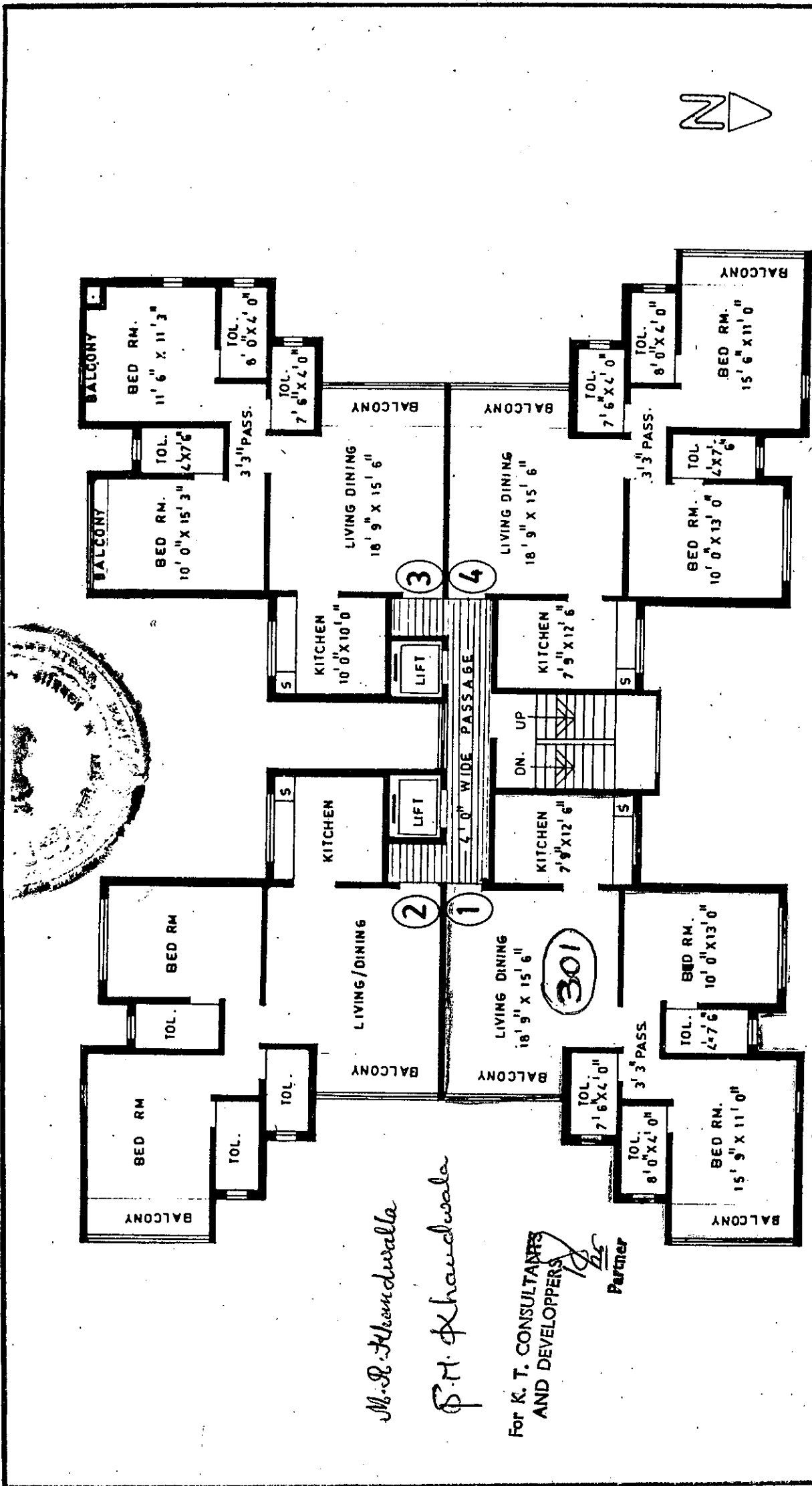
## ANNEXURE - B

### List of Amenities

- 1) The Building will have R.C.C. Frame Structure with Pest Control treatment by Pest Control (India) Ltd. in and around plinth.
- 2) Two lifts of reputed make.
- 3) The marble flooring shall be provided in all rooms.
- 4) Electric work will be in copper concealed wiring as per B.S.E.S. rules & regulations.
- 5) Sanitary and concealed plumbing as per B.M.C. rules & regulations.
- 6) Full tiles upto 6 feet of good quality in Toilets.
- 7) Specious Main Entrance door with Electric bell or buzzer and number plate.
- 8) Good quality aluminium sliding windows.
- 9) Common TV. Antenna.
- 10) Granite kitchen platform.
- 11) Internal doors will be flush doors.
- 12) Good quality Geyser in Toilets.
- 13) One washbasin with chromium plated tap.
- 14) Separate Electric Meter for all flats.
- 15) Flats will be white washed.
- 16) Outside of building shall have cement water proof paint.
- 17) Beautiful Common Garden.



*[Handwritten signature]*



ANNEXURE 'D'

LIST OF LIMITED COMMON AREA & FACILITIES

The open space, all surroundings of constructed building, which is open to sky portion covered including septik tank, soak pit, suction tank, pump room, compound wall, staircase, garden, stilt portion etc. and any other portion which is commonly used by the member of the society jointly and severally and maintained jointly.. The portion which is not sold and/or handed over to any member of the said society, will be covered in this limited common area and facilities.

It is further clarified that the open stilt portion, part terrace, open garden, the portion of garage or any other covered area etc. if it is allotted to any members of the said society and maintained by them, then the said portion will not be covered under this definition.

*Dr. P*



ANNEXURE - "E"

CONSENT LETTER UNDER SECTION 7 OF THE

MAHARASHTRA OWNERSHIP FLATS ACT

I/We, the Purchaser of the Flat/Shop, as mentioned in the Agreement hereto hereby accord my full and free consent to the Developers/Promoters to make any alteration to the structure as specified in the Agreement and/or in respect of my flat, which is agreed to be taken by me without any further communication from me if such change and/or alteration is required and/or made necessary by the Municipal Corporation of Greater Bombay for the purpose of erection of the said building. Moreover, I also accord my free and full consent for alteration and/or addition in the structure of the building on the said property. I also undertake not to create any dispute in respect of the said flat in the event of the same is required to be altered and/or modified as per the requirement of the Municipal Corporation of Greater Bombay.

*M. R. Khundwala*

*S. H. Khundwala*

Flat Purchaser



**ANNEXURE - "F"**

1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electric wires, in and under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of other flats and parking spaces and the main entrance, passages, landings and staircases of the Building and the boundary walls of the Building Compounds, terraces etc.
2. The costs of clearing and lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the purchaser as aforesaid.
3. The costs of the salaries of clerks, bill collectors, sweepers, watchmen etc.
4. The costs of working and maintenance of lifts, water connections, lights and other services.
5. Municipal and other taxes.
6. Insurance and other charges.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

*W. P.*

१) श्री. मदनलाल रंगीलदास खांडवाला वय ८७ वर्ष.  
श. खेतवाडी दुसरा रस्ता, सांगली सखारी भवन  
जिल्हा भजला, स्म. नं-६ मुंबई-४.

२) श्री. सुधीर मदनलाल खांडवाला वय २५ वर्ष व्यापार  
श. करील क-७ त्रामणे.

..... दस्तऐवज करून देणारा

तथाकथित वं ११/६/७७ दस्तऐवज

करून दिल्याचे कबूल करत.

७) M. R. Khanderwalla → P. N. Khanderwalla

७) श्री. सचीन शाशीकांत रेवडेकर श. डल. टी. नगर  
गोडीबाट कॉलनी, सांताक्रुझ (पूर्व) मुं-५५

२) श्री. राजेंद्र साकुंये श. माझगाव, लवलेण भायलावा  
मुं. ७०.

१) कोचे करील दस्तऐवज करून  
देणान्यास बोलण्यात असल्याचे जाणवत  
२) त्याची बोलव देणार.

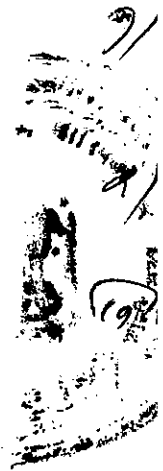
१.  


मह दुय्यम निबंधक बोरिवली  
मुंबई उपनगर जिल्हा

२६/४/८६

५ 

१२ जेष्ठ नि २०७७



९९



Registered as No. PBOR-2/1076/96  
Additional of Bk. No. 1 Pages 175-207  
PBOR-2-67

6-11-96  
6-11-96

Joint Sub-Registrar IV  
Bombay (Bombay)

SD 237501/-  
12/12

बदर-२/ १००६/८५

DATED THIS 24<sup>th</sup> DAY OF January 1996

M/s. K. T. CONSULTANTS & DEVELOPERS  
THE BUILDERS/DEVELOPERS/PROMOTERS

AND

by the hand of Constituted Attorney  
The OWNER/VENDOR

Inden on 6<sup>th</sup> 96

To :

MR. / MRS. / M/s. Madanlal R.  
Khandwala & Sudhir  
M. Khandwala.

THE PURCHASER/S

Agreement For Sale

of

FLAT / SHOP No. 301

in

MADHUBAN APARTMENT

175 - 207  
BDR-2-67

M/s. CHITNIS VAITHY & CO.

Advocates, Solicitors & Notary,  
410/11, Gundecha Chambers,  
Nagindas Master Road, Fort,  
Bombay - 400 023.