

RS Forty nine thousand only
Office of the
Sub Registrar And
Administrative Officer
INDIA
OLD Custom House
Mumbai - 400023
MAH/CCRA/010

Stamp Duty
RS 0049000
251984

Special Adh.
1403 of
00065
Maharashtra
11149387134

22/mistake



AGREEMENT

sd/
Proper officer,
Sub Registrar And Administrative
Office
Mumbai-23
14 May 2001

THIS AGREEMENT FOR DEVELOPMENT made at Mumbai, on
this 16th day of March, 2001 between
RASAL REALTORS PVT. LTD. A Private Limited Company
having its registered office at 1/9, Nityanand Co. Op. Hsg. Society,
S. N. Road, Andheri (E), Mumbai - 400 069 hereinafter called as
"The Developers", (which expression shall unless it be repugnant to
the context or meaning thereof, be deemed to mean and include its
liquidators, administrators and assigns of the One Part, Mr/Mrs
MR. SORENSEN SINGH of Mumbai
Indian Inhabitant residing at 432, Cross, Bandra
hereinafter called as "The Purchaser" (which expression shall
unless it be repugnant to the context or meaning thereof, be deemed
to mean and include her heirs, assigns, executors and administrators
and successors) of the Other Part

WHEREAS pursuant to an Indenture of Exchange dated 22
day of December, 1970 and registered with the Sub-Registrar of
Assurance at Bandra under serial No 2515 of 1970
Kamrunisa Abdul Rahim Bachoo acquired right, title and

Stamp duty
0000020
11/5/2001
MAHARASHTRA

all that piece or parcel of land, hereditaments situate at Village
Marol in Greater Bombay bearing Survey No. 149, Hissa No. 3
(Part) and now bearing C.T.S. No. 1380 (Part) or thereabouts

AND WHEREAS pursuant to an Indenture of Conveyance
dated 22nd day of December, 1970 registered with the Sub-Registrar
of Assurance at Bandra under Serial No. 2514/2/10 of 1970, the said
Smt. Kamrunnisa Abdul Rahim Bachoo acquired right, title and
interest in all the pieces of parcels of land situate at village Marol in
Greater Bombay District bearing Survey No. 149, Hissa No. 2 and
C.T.S. No. 1371 (the aforesaid properties) are hereinafter for
brevity's sake referred to as "the said property",

AND WHEREAS both the properties are amalgamated as is
set out in the extract from property Register Card,

AND WHEREAS pursuant to a supplementary to the
aforesaid Deed of Exchange dated 22nd December, 1970, Smt.
Kamrunisa Abdul Rahim Bachoo also acquired a right of way to the
aforesaid property described in the First Schedule hereunder written
as is more particularly set out in the said Indenture of Right of way
dated 21-6-1975, which is duly registered at Bombay with the Sub-
Registrar or Assurance under No. BOM/B/779/1 of 1975;

AND WHEREAS as a result of the Urban Land (Ceiling &
Regulation) Act, 1976 (hereinafter referred to as "the Ceiling Act")
which came into force in the State of Maharashtra on the 17th



February, 1976 the said Smt. Bachoo was not entitled to hold any vacant land in excess of the ceiling limit except as otherwise provided in the Ceiling Act;

AND WHEREAS the said Smt. Bachoo has by a Declaration dated 8th April, 1983 transferred her aforesaid properties held by her as her capital asset, into stock-in-trade for the purposes of her then proprietary business of Messrs. Venus Construction Company;

AND WHEREAS subsequent to the aforesaid Declaration dated 8th April 1983, the said Smt. Bachoo accepted more persons as her partners in the aforesaid Messrs. Venus Construction Company, pursuant to a Deed of Partnership dated 9th April, 1984.

AND WHEREAS by the order dated 22-12-1987 passed by the Government of Maharashtra under the sign of Shri S. V. Yakekar, the under Secretary to the Government bearing reference No. Bom-1087/1089(294)DXIII Housing and Special Assistance Dept., Mantralaya, Bombay - 400 032 granted exemption to the said Smt. Bachoo to retain the excess vacant land under the provisions of Sec.20 of Urban Land (Ceiling and Regulation) Act of 1976 for construction of tenements as per the guidelines issued by the Government;

AND WHEREAS Messrs. Venus Construction Company by an agreement dated 18th September, 1997 granted development rights to the developers in respect of unutilised F.S.I. of the said plot of land bearing C.T.S. No. 1371 on terms and conditions agreed

uate at Village
, Hissa No. 3,
abouts

Conveyance
ub-Registrar

70, the said
title and

Marol in
o. 2 and

fter for

as is

the

nt.



[Handwritten signature]

... and also to utilise FSI purchased by Transfer
development rights on the said plot of land.

AND WHEREAS the developer are constructing a building
consisting of stilt and seven upper floors and named "RAJ
GARDEN COURT" on the said plot of land.

AND WHEREAS the said Smt. Kamurnisia Bachoo and
other parties have executed Irrevocable General Power of Attorney
to develop the land and to sell the flats to the flat purchasers.

AND WHEREAS the said Smt. Bachoo submitted plans for
construction of Building to the Brihanmumbai Municipal
Corporation which was duly approved and sanctioned vide No. CE
3575/WS/AK dated 24-10-1996;

AND WHEREAS the Brihanmumbai Municipal Corporation
being the Planning Authority also granted Commencement
Certificate bearing No. CE/3475/WS/AK dated 13th January, 1997
under Section 45 of M.R.T.P. Act;

AND WHEREAS Shri Yatin R. Shah, Advocate & Solicitor
investigated the title of the said Smt. Bachoo and has issued the title
certificate which is annexed hereto as Annexure "1".

IT IS NOW HEREBY AGREED BY AND BETWEEN THE
PARTIES HERETO as follows: -

1. The Developer shall construct the said building
consisting of stilts and seven upper floors on the said
property in accordance with the plans, designs and



specification approved by the concerned local authorities and others statutory bodies and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority, other statutory bodies including Government to be made in them or any of them.

2. The Purchaser/s has seen the proposed building plans and also the particulars of the specifications in accordance with which the said building is to be constructed. The Developer however shall make such changes in the building plans, (including change of user of the area therein) as and when necessary and as shall be approved by the Local Authorities and the Brihanmumbai Mahanagarpalika, and other concerned authorities and the Purchaser/s hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser/s to the Developer for carrying out such changes-in-the building plans. The said building will be constructed in accordance with the plans and the specifications which shall be approved by the Brihanmumbai Mahanagarpalika and other Authorities. The Developer shall however, obtain prior consent in



writing of the Purchaser/s in respect of variations and modifications which adversely affect the said premises agreed to be allotted to the Purchaser/s as hereinafter stated.

3. The Purchaser/s has prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the developer to the said property and the Purchaser/s shall not be entitled to further investigate the title of the Developer to the same or rights to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto.

A copy of the certificate of titled issued by Shri Yatin R. Shah, Solicitor & Advocate is hereby annexed "B". The Purchaser/s shall purchase the premises hereinafter mentioned on the basis of the said certificate.

4. The Developer shall sell and the Purchaser/s shall purchase Flat No. 801 on the 8th floor of the said building

Royal Garden, Court (hereinafter for brevity's sake referred to as the "said premises"). The Plan in respect of the said premises is hereto annexed and marked as Annexure .

5. The built-up area of the said premises is 508 sq. feet. The list of amenities to be provided in the said premises is as per particulars given in the Second schedule hereunder written. The common areas and facilities for the said premises as per the particulars given in the Third Schedule hereunder written. The expense on common areas and common facilities are listed in the Fourth Schedule hereunder written.

6. The Purchaser/s shall pay to the Developer the sum of Rs. 11,84,275=00 (Rupees Eleven Lakh Eighty four thousand two hundred and seventy five only) as the purchase price in respect of the said premises. The purchase price of Rs. _____ (rupees _____ only) is inclusive of Rs. _____ (Rupees _____ only) being the proportionate price of common areas and facilities of the said building. The said purchase price shall be paid by the Purchaser/s to the Developer in accordance with

the instalments as under :-
THE ABOVE SALE PRICE IS INCLUDING THE SALE PRICE OR 20% 50000/- (RUPEES FIFTY THOUSAND) FOR PART SALE OR SERVICE.

- (a) Rs. 1,84,275=00. As earnest money on/before the execution of this Agreement.
- (b) Rs. _____ On completion of the plinth;
- (c) Rs. _____ On completion of the first slab;

ions and
remises
inafter

this
out
the
te



[Handwritten signature]

[Handwritten signature]

- (d) Rs. _____ On completion of the second
- (e) Rs. _____ On completion of the third slab
- (f) Rs. _____ On completion of the fourth slab
- (g) Rs. _____ On completion of the fifth slab
- (h) Rs. _____ On completion of the sixth slab
- (i) Rs. _____ On completion of the seventh slab
- (j) Rs. _____ On completion of eight slab;
- (k) Rs. _____ On completion of both brick and masonry work;
- (l) Rs. _____ On completion of the tiling work (flooring)
- (m) Rs. 10,50,000.00 ^{on or before 15-11-20} At the time of handing over possession of the said flat;

[TEN lakh fifty thousand only]

7. It is hereby expressly agreed that, time for payment of each of the aforesaid installment of the purchase price shall be the essence of the contract. In the event of the Purchaser/s making any default in respect of any one installment of Purchase price, the Developer will be entitled to terminate this Agreement and in that event the monies paid hereunder by the Purchaser/s shall be refunded to the Purchaser/s by the Developers (without any interest, compensation damages or costs) sixty days after the termination of this Agreement, and



on of the second slab;
n of the third slab;
of the fourth slab;
f the fifth slab;
the sixth slab;
e seventh slab;
ht slab;

both brick and
tiling work
S-11-2001
ing over

ment of
price
f the
one



9
the Developer shall be entitled to sell and/or dispose of the said premises in favour of any third party and the Purchaser/s herein will have no right to object to such sale/disposal of the said premises by the Developer.

8. Without prejudice to the above and the Developer's other rights under this Agreement and/or in law the Purchaser/s shall be liable to pay to the Developer interest at the rate of 18 % per annum on all amount due under this Agreement, or such amount remain unpaid for seven days or more after becoming due.

9. The Developer agrees to give possession of the said premises to the Purchaser/s within 12 months months i.e. on or before 13.1.2002 subject to availability of cement, steel, water for construction or other building material and subject to strike, civil commotion or any Act of God such as earthquake, flood or any other natural climates and act of enemy or other cause beyond the control of the Developer. If the Developer shall fail to give possession of the said premises to the Purchaser/s on the aforesaid date and/or such further date as may be mutually extended then, it shall be at the option of the Purchaser/s to terminate this Agreement. In such event the Developer shall forthwith on demand refund to the Purchaser/s all the

39. The Purchaser/s shall lodge this Agreement with the Sub-Registrar of Assurances at Bandra or Mumbai and send to the Developer a true copy of the receipt immediately to enable the Developer to admit execution thereof.
40. The Stamp Duty and Registration charges of an amount incidental to this Agreement shall be borne and paid by the Purchaser/s alone.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground situate lying and being at Village Marol, Taluka : Andheri bearing Survey No. 149 Hissa No. 2, C.T.S. No. 1371, admeasuring 39 square metres or thereabouts together with structure standing thereon in the Registration District and Sub-District of Mumbai Suburban District in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

1. The building shall be of R.C.C. frame structure.
2. The Building shall have one lift of a reputed company.





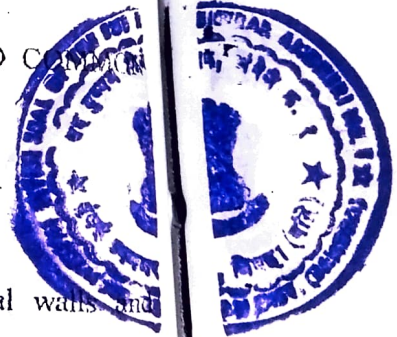


10. All rooms shall have concealed copper construct wiring. Good quality switches and electric boards will be installed. Extra points will be provided to serve individual requirements and will be charged pro rate basis.
11. The main entrance of the building will have a Marble or Granite flooring with decorative plans. Decorative lights at the entrance of the building and lights at regular intervals along compound wall.
12. The compound wall of the building will be 5 feet high. Front wall will be of decorative stone of or Marble stone with two gate lights. A main gate will be provided at the entrance of the compound of the building.

THE THIRD SCHEDULE ABOVE REFERRED TO :

DESCRIPTION OF COMMON AREAS AND COMMON FACILITIES :

1. Common areas shall include :-
- (a) Areas covered under the external and internal walls and paradis (built up area)
- (b) Staircase, lobbies, passages and landings, lift-well, common terraces , open spaces [excluding open space exclusively allotted to the flat purchaser or open or stilt car parking spaces sold/allotted to the flat purchaser] garden, appurtenant land to building.



2. Common fa
- (a) Overhead pipes, w and lift
- (b) Drains plum
- (c) Elec con
- (d) C c
- (e)
- (f)
- (g)
- (h)

2. Common facilities in the building shall include -
- (a) Overhead and underground water storage tanks and water pipes, water meters, pump room with pumps and accessories and lift.
 - (b) Drainage and sewerage, including septic tanks and soak pits, plumbing line.
 - (c) Electrical common load wiring, starters, switches and all common lights and wiring.
 - (d) Common lights in staircases, landings, gates, terraces and compound.
 - (e) Unallotted open or covered spaces.
 - (f) Compound gates.
 - (g) Compound Walls.
 - (h) Meter room, meter cupboards, pump room and other rooms.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

EXPENSES ON COMMON AREAS AND COMMON FACILITIES.

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the roof, gutters, and rain water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings, staircases of the building as enjoyed by

the Purchaser/s used by him/her/them in common as aforesaid and the boundary wall of the building, compound, terraces etc.

2. The costs of clearing and lighting the passages, landing, staircases and other parts of the building so enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The salaries of clerks, bill collectors, sweepers, etc.
5. The costs of working and maintenance of water pump and light and other service charge.
6. Municipal and other taxes and other assessment.
7. Insurance of the building.
8. Such other expenses as are necessary or incidental for the maintenance and up-keep of the building.
9. Installation and maintenance of such other machinery and equipment mutually agreed upon and considered as common.



SIGNED AND DELIVERED by the)

Within named "Developer"

For RASAL REALTORS PRIVATE LTD.

Pravin Rathore - Authorised Signatory of)

[Handwritten Signature]
 Director Authorised Signatory

M/s. RASAL REALTORS PVT. LTD.)

in the presence of :)

SIGNED AND DELIVERED by the

Within named "Purchaser/s"

Smt. / Shri MR. Narinder Singh

in the presence of :

RECEIVED on the day and year hereinabove

Written of and from the within named

Purchaser/s the sum of Rs. 1,84,275.00

(Rupees one lakh eighty four thousand only)
two seventy five rupees only)

by Cheque/ ~~BD~~ No. 744439 and 744442 for Rs. 1,18,034/-

dated _____ drawn on _____ drawn at 36241/25 Punjab
Shankar Vittal
Co-op Bank

branch being the earnest money as mentioned in

Clause 6(a) to be paid by him/her/them to me Rs. 1,84,275.00

I SAY RECEIVED.

WITNESS :

For M/s.

1.

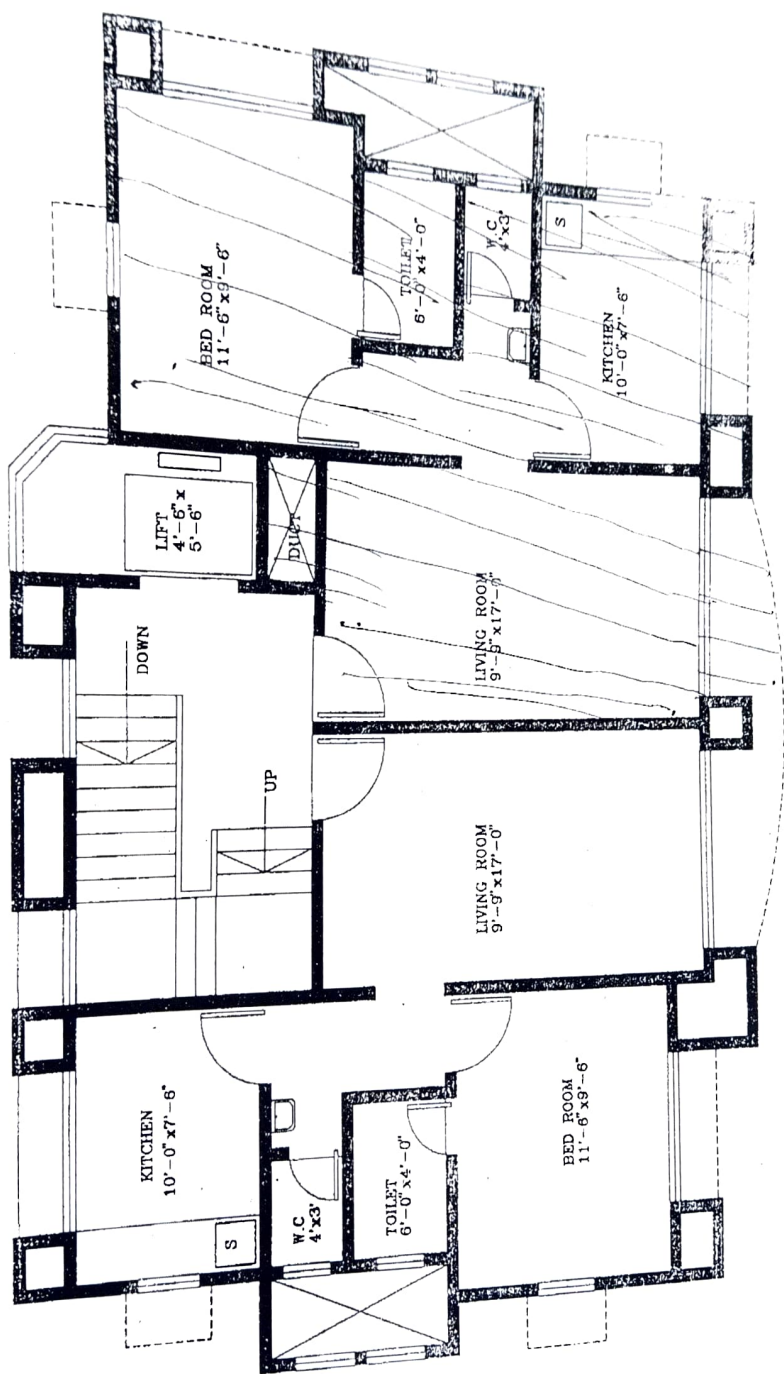
2.

(DEVELOPER)

PRANIN. RATHORE.



hu
La
9.



4
2
3

SUNIL NEWCI
 B. SAMANTIN STRAS
 TITVAL, SANGHE ROAD
 VILPATE, (EAST) MUMBAI

PROPOSED BUILDING ON PLOT BEARING C.T.S. NO: 1371
 SURVEY NO:149 HISSA NO: 2&3 (PT) OF VILLAGE MAROL
 CHURCH ROAD, ANDHERI (EAST) MUMBAI

STILT + TYPICAL FLOOR PLAN
 (Scale: 1/4" = 1'-0")