Sale Agreement

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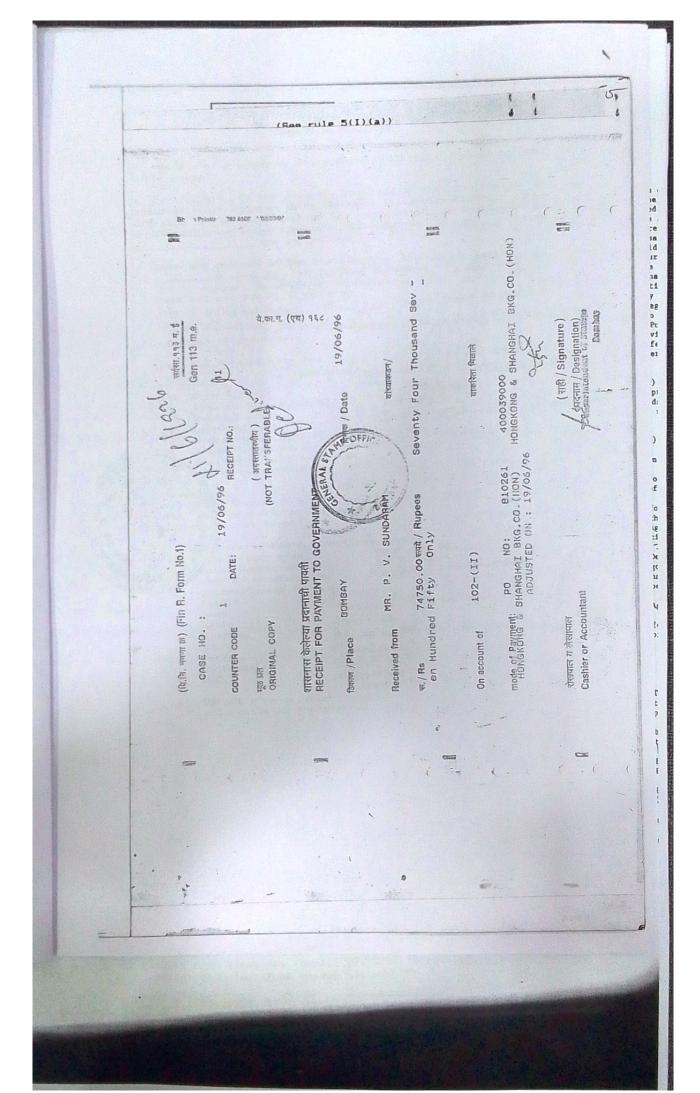


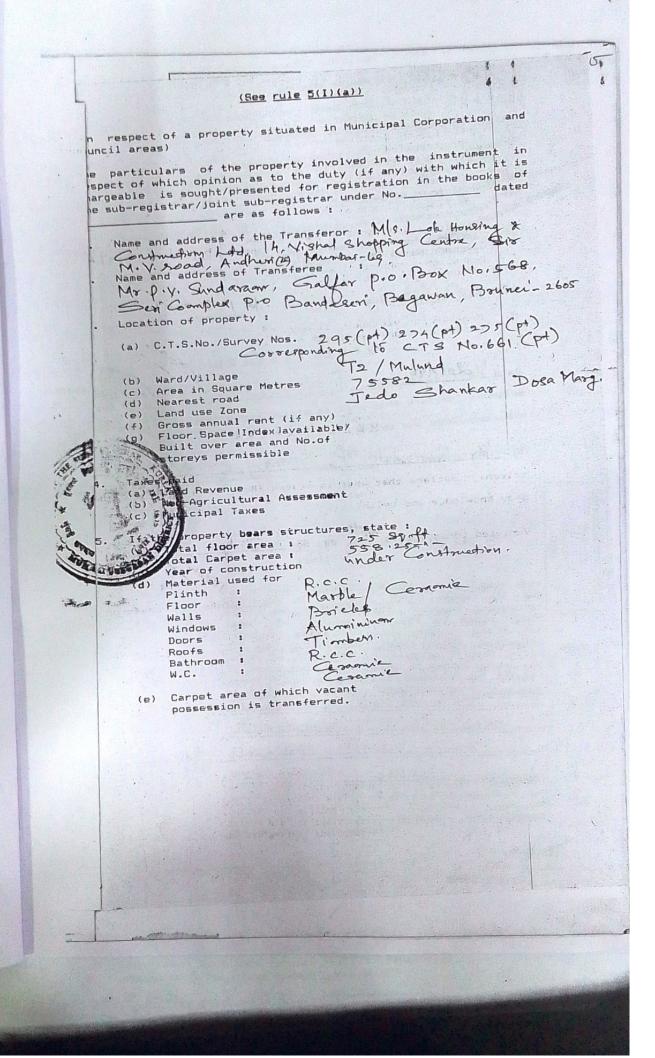






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- may be a transfer that the state of the stat (f) Use of building before transfer.
- (g) Corporation in possession of (g) Corporation in possession of tenant/s

  (h) Rent paid by tenant per annum

  - (i) Name of tenant/s(j) Deposit paid by tenant/s
- 6. Consideration for transfer (if the amount of consideration or a property exceeds Rs. 1 lakh in Municipal Corporation a report of authorised valuer is desirable.
- 7. Fair market value of property. Q. 14 50 000 /
  - 8. Remarks for variance, if any, of amount mentioned in items 6 & 7.

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Contract to Co

Signature of transfero

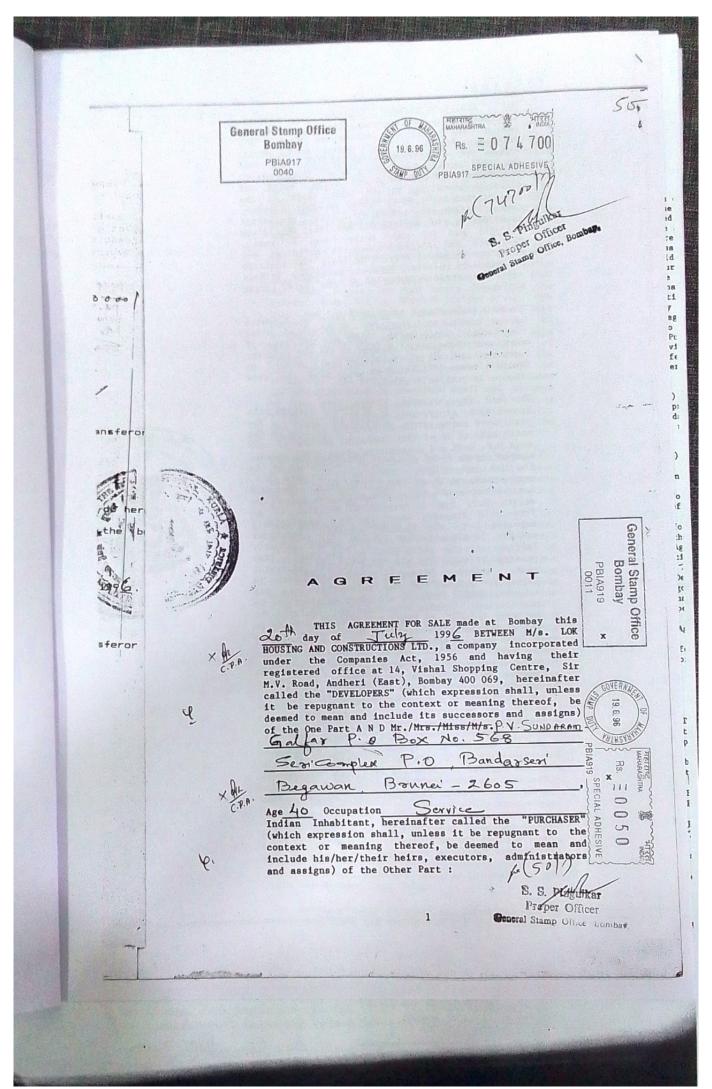
## VERIFICALLON

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solemnly declare that what is stated above is true ofmy knowledge and belief.

Verified to-day, this day of day of

Signature of Transferor



said Act and the Rules thereunder.

- (a) Certificate of Title issued by Mr. F J Sidhwa, Little & Co., Central Bank Building, M.G.Road, Bombay 400 023, who has investigated the title of the said property and have certified the title of the said property to be clear and marketable Exhibit 'A'.
- (b) Copy of Property Register Card in respect of the said property Exhibit 'B'
- (c) Copies of the plan of the flat/shop/garage/car parking space premises agreed to be allotted to the Purchaser(s), which is part of the plans duly approved by the Bombay Municipal Corporation - Exhibit 'C'.

The Purchaser(s) has agreed to purchase a flat/Shop/garage/car parking space bearing No heaving floor in Building No being constructed in the said complex "LOK EVEREST" with full notice and knowledge of the terms and conditions contained in the aforesaid recited documents including the aforesaid Agreements and also subject to the terms and conditions mentioned hereunder in this Agreement.

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

- l. The Developers are constructing various buildings in the said complex known as "LOK EVEREST" as per the layout and building plans sanctioned by the Bombay Municipal Corporation. The said plans and specifications have been kept for inspection at the site and also at the office of the Developers, which the Purchaser(s) has seen and approved. It is hereby agreed that the Developers shall be entitled to make such variations or amendments as may be required to be done from time to time by the Bombay Municipal Corporation or any other local authorities or Government body and the Purchaser(s) shall not be entitled to raise any objection on account of such variation or amendment provided that the Developers shall obtain prior consent in writing from the Purchaser(s) in respect of such variations or modification which may adversely affect the premises agreed to be purchased by the Purchaser(s).
- 2. The Purchaser(s) hereby agrees to purchase from the Developers flat/shop/garage/car parking space bearing No. Uho on uth floor of Building No. Col and hereinafter referred to as 'the said premises' and shown in red coloured boundary lines on the plan annexed hereto and marked as Exhibit 'C' having carpet area of 51.88 sq.mtrs. (558:25 sq.ft.) and built-up area of 62.38 sq.mtrs. (725 sq.ft.) which is inclusive of areas of the balconies for a total consideration of Rs. 14.50,000 (R up e e s fourteen lakes fifty thousand.

price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the such common areas and facilities is more particularly described in the Third Schedule hereunder written. Hereto annexed is also list of amenities that will be provided in the flat and marked Exhibit 'D'.

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	Purchaser(s) shall	pay to the Developers the  Rs. 14,50,000 - (Rupees  - Housand only) as under:
	-14 total consideration	- thousand only) as under:
di x	Tour less	
C.	2 2	Farnest Money Deposit
	1. 20% i.e. Rs.	on or before exten gagnt.
u	2. 10% i.e. Rs. 11 60 000	Description of let to 4th
	n	
	7% 1.e. RB.	slabs or on or before
	4. 7% i.e. Rs.	On casting of 5th to 8th
	4. // 1100	slabs or on or before
	5. 7% i.e. Rs	On casting of 9th to 12th
dex		slabs or on or before
Con.		
W	6. 7% ive. Rs	On casting of 13th to 17th slabs or on or
		before
	7. 4% i.e. Rs.	On completion of external-
	7	internal masonary 1st to
		4th floors or on or be-
	8. 4% i.e. Rs.	2
dr x	0. 4% 1.e. Rs.	On completion of external internal masonary 5th to
(18		8th floors or on or before
(e)	9. 4% i.e. Rs.	On completion of external- internal masonary 9th to
	X	before .
	10. 4% i.e. Rs.	On completion of external
		internal masonary 13th to 6th floors or on or
de x		before
C. b. h	11. 5% i.e. Rs.	On completion of internal
10		plaster 1st to 8th floors or on or before
6	12. 5% 1.e. Rs.	On completion of internal
		Plaster \nlaster Oth to
		16th floors or on or before
	13. 5% 1.e/Rs.	On complete
ł.		On completion of external plaster plaster or on or
1	14. 3% 1.e. Rs.	
		On completion of 1st to 8th
4-		floors flooring or on or before
4	15. /3% i.e. Rs.	On completion of 9th to
		16th floors flooring or on or before
de x	16. 5% i.e. Rs.	
C'8h		at the time of possession
		- fogsession
	6	

The Purchaser(s) agrees to pay to the Developers interest at the prevailing market rate as charged by the financial institutions on all the amounts which become due and payable from the date the said amount is

On the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Developers under this Agreement (including his/her/their proportionate share of taxes concerned local authority and outgoings) and/or on the Purchaser(s) committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement:

Provided always that the power of termination hereinabove contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser(s) fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser(s) in remedying such breach or breaches within a reasonable time after giving of such notice.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall be entitled to forfeit an amount upto 10% of the cost of the flat from the amount paid by the Purchasers and the balance amount shall be refunded to the Purchaser(s) after such time as the Developers may deem fit but the Developers shall not be liable to pay to the Purchaser(s) any interest on the amount so refunded and upon termination of this agreement, the Developers shall be at liberty to dispose of and sell the premises to such person and at such price as the Developers may in their absolute discretion think fit.

If the Purchaser is not able to pay consideration as aforesaid or for any other reason whatsoever does not desire to purchase the said premises, the purchaser may request the Developers to cancel/terminate this Agreement upon which the Developers at their option may cancel/terminate this Agreement upon such terms and conditions as may be deemed fit by the Developers. And the Developers shall be entitled to forfeit an amount upto 10% of the cost of the said flat as may be decided by the Developers.

7. The Developers shall give possession of the premises to the Purchaser(s) on or before 3,9+
day of December 1997. If the Developers fail or neglect to give possession of the premises to the Purchaser(s) on account of reasons beyond their control and of their agents as per the provisions of Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section of the said Act, then the developers shall be liable on demand to refund to the Purchaser(s) the amounts already received by them in respect of the premises with simple interest at nine percent per annum from the date the Developers received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that the dispute, whether the stipulations specified in section

payable by the Purchaser(s) to the Developers.

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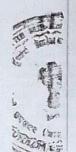
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## **LIST OF AMENITIES**

- Marble flooring in living, Kitchen, Passage & ceramic flooring in all other rooms.
- Granite Kitchen Platform with Matching ceramic tile dado (upto door height) above the Platform and stainless steel sink.
- Granite Flooring and ceramic dado (upto door height) in master toilet with matching colour sanitary wares and storage type water heater.
- 4. Ceramic flooring and matching tile dado with white sanitary fixtures in other toilets/bath.
- 5. Concealed copper Plumbing in toilet with superior quality C.P. Fittings.
- Concealed copper wiring.
- 7. Timber door frames with Pannelled/flush door shutters.
- 8. Sliding/openable high class Powder coated aluminium windows.
- 9. Majestic and well decorated entrance hall and lift Lobbies.
- 10. Electronic Lock in the main door (Digital Code Lock)

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