



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered at MUMBAI this _____ day of 26/6/03 in the Christian Year Two Thousand Between M/s. **REGAL BUILDERS & DEVELOPERS**, a partnership firm registered under the provisions of Indian Partnership Act 1932 having office at Shop No. 10 Building No. 1 Mubarak Complex, Vinoba Bhave Nagar, Behind L.I.G. Colony, Kurla (West), Mumbai - 400 070 hereinafter called "the DEVELOPERS" (which expression unless repugnant to the context or meaning thereof shall mean and include the Partners for the time being and from time to time of the said Firm, the survivors of them, the heirs, executors and administrators of the last survivor of them and his/her/their assigns) of the One Part AND SHRI/SMT. SAIRA BEGIUM
ABDUL RASHID SHAIKA.

residing/having office at 12/1, M. I. G. colony,
V.B. Nagar, Kurla (west), Mumbai - 400 070.

R.M.O

hereinafter called "The PURCHASER/S" (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the other Part.

WHEREAS :

- (a) Prior to 28th May 1941 one Ismail Badloo Chand was absolutely and possessed of and/or otherwise well and sufficiently entitled in and to the sole and absolute owner all that piece or parcel of land admeasuring about 151 Square yard equivalent to about 146 Square metres bearing Survey No. 131 (part) City Survey No. 618/1 to 9 of Village and Taluka Kurla, Mumbai Suburban District, Mumbai (hereinafter called "the First Plot") more particularly Firstly described in the First Schedule hereunder written.

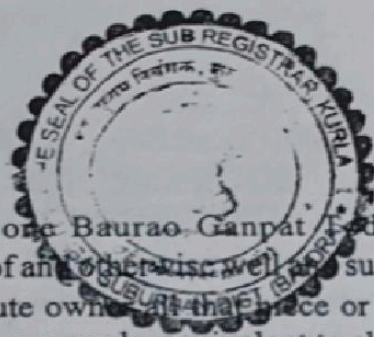
बदर--3
दस्त क्रमांक <u>834</u>
<u>2</u>

For Stamp paper
Stamp paper 5700 on furnished by Mr. Madhooji

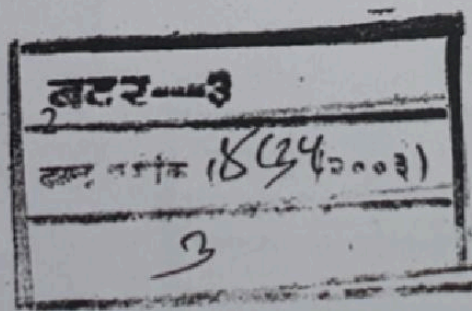
GENERAL STAMP OFFICE
TOWNSHIP OFFICE
FORT, MUMBAI
MAH-GSD/9063
MUM.

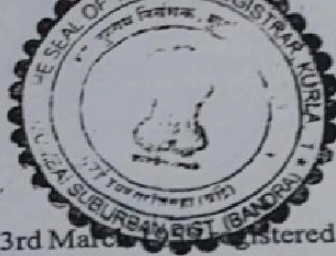
STAMP DUTY NAHARASHTRA
NO. **0081600** / P.B.10668
454
148813
JUN 26 2003
SPECIAL METERS

Signature
ST. SUPERINTENDENT OF STAMPS,
BANDRA.



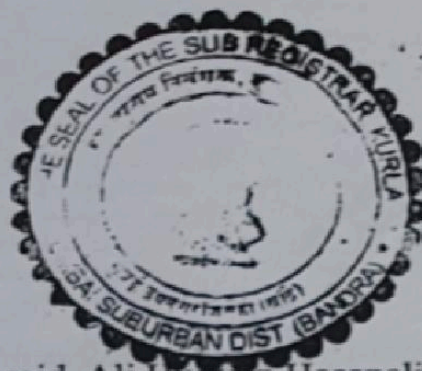
- (b) Prior to 29th February 1944 one Baurao Ganpat Todkar was absolutely seized and possessed of and otherwise well and sufficiently entitled to as the sole and absolute owner of that piece or parcel of land admeasuring about 1808 Square yards, equivalent to about 1174 Square Meters bearing Old Survey No. 215 New Survey No. 237, Non Agricultural Survey No. 137, City Survey No. 617, 617/1 and 2 of Village and Taluka Kurla, Mumbai Suburban District, Mumbai (hereinafter called "the Second Plot") more particularly Secondly described in the First Schedule hereunder written.
- (c) By a Deed of Conveyance dated 29th February 1944 made between the said Baburao Ganpat Todkar (therein called "the Vendor") of one part and Shri Hasanally Noorbhai Mody and Shri Vazirally Noorbhai Mody (therein called "the Purchasers") of the other part registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 1287/44 on 13th March, 1944, the said Baurao Ganpat Todkar for the consideration therein mentioned sold conveyed and transferred to the said Hasanally Noorbhai Mody and Vazirally Noorbhai Mody the said Second plot more particularly described in the Schedule thereunder written which by its present description is more particularly Secondly described in the First Schedule hereunder written absolutely for ever.
- (d) The said Vazirali Noorbhai Mody died intestate on or about 12th December 1953 survived by his widow Smt. Halimabai and two sons Akbaralli and Asgaralli and six daughters Jainabai Ali Akbar Valimohmed, Rukhiabai, Rubab Bai, Bilkis, Khurshid and Salma as his only heirs and legal representatives according to Mohamedan Law by which he was governed.
- (e) By a Deed of Release dated 19th November, 1954 registered on the Books of Sub-Registrar of Assurance at Bombay under Serial No. 7456/54 on 17th August, 1955, the said Jainabai Ali Akbar Valimohamed for the consideration thereof mentioned released her entire right, title and interest inter alia in the half undivided share of the deceased Vazirali in the said Second Plot more particularly secondly described in the First Schedule hereunder written in favour of Smt. Halimabai Vazirali Mody, Akbaralli Vazirali Mody, Asgarali Vazirali Mody, Rukhiabai Vazirali Mody, Rubab Bai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody.





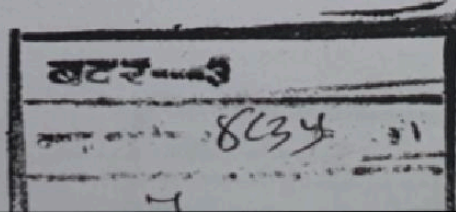
- (f) By a Deed of Release dated 3rd March 1959 registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 1737/59 on 27th October 1959, the said Rukhiabai Vazirali Mody wife of Ali Mohammed Hasanali for the consideration therein mentioned released her entire right title and interest inter alia in the half undivided share of the deceased Vazirali in the said second plot more particularly Secondly described in the first schedule hereunder written in favour of Akbarali Vazirali Mody.
- (g) By a Deed of partition and release dated 22nd December 1971 registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 3890 of 1971 on 15th October 1974, the said Asgarali Vazirali Mody for the consideration therein mentioned released his entire right title and interest inter alia in the half undivided share of the deceased Vazirali in the said Second Plot more particularly Secondly described in the First schedule hereunder written in favour of Rubab Bai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody.
- (h) By a Deed of partition and release dated 22nd December 1971 registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 3891 of 1971 on 15th October 1974, the said Akbarali Vazirali Mody for the consideration therein mentioned released his entire right title and interest inter alia in the half undivided share of the deceased Vazirali in the said Second Plot more particularly Secondly described in the First schedule hereunder written in favour of Rubab Bai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody.
- (i) The said Hasanalli Noorbhai Mody died intestate on or about 12th December 1965 survived by Shri Kurban Hussein Hasanali Mody, Smt. Sakina bai Hasanali Mody, Smt. Halimabai Hasanali Mody, Ali Hussain Hasanali Mody, Ashiq Hussain Hasanali Mody, Mehdi Hussain Hasanali Mody, Mohamed Hussain Hasanali Mody, Smt. Nargis Hasanali Mody, and Smt. Rehana Hasanali Mody as his only heirs and legal representatives according to Mohamedan Law by which he was governed
- (j) By a Deed of partition and Release dated 22nd December 1971 registered in the books of Sub-Registrar of Assurance at Bombay under

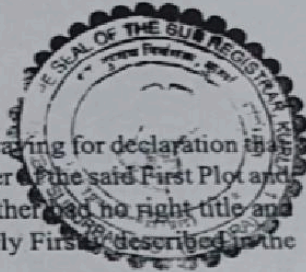
बट्टर-3
दस्तावेज क्रमांक 18634



Serial No. 3892 of 1971, the said Ali Hussain Hasanali Mody for the consideration therein mentioned released his entire right title and interest inter alia in the half share of the deceased Hasanali in the said Second Plot more particularly Secondly described in the First schedule hereunder written in favour of the said Nargis Hasanali Mody and the said Rehana Hasanali Mody.

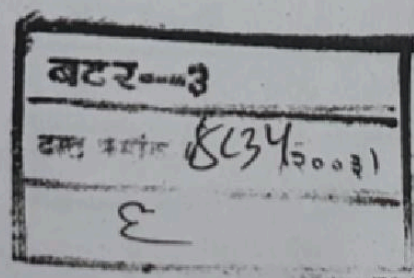
- (k) Upon release of the shares by the said Jainabai, the said Rukhiabai, the said Asgarali and the said Akbarali, the half Share of Vazirali Mody in the said Second Plot more particularly secondly described in the First Schedule hereunder written devolved on the said Halimabai Vazirali Mody, Rubab Bai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody and all of them are hereinafter referred as "the heirs of Vazirali".
- (l) Upon release of the share of the said Ali Hussain, the half share of the said Hasanali Mody in the said Second Plot more particularly Secondly described in the First Schedule hereunder written devolved on the said Kurban Hussain Hasanali Mody, Smt. Sakinabai Hasanali, Halimabai Hasanali Mody, Ashiq Hussain Hasanali Mody, Mehdi Hussain Hasanali Mody, Mohammed Hussain Hasanali Mody, Smt. Nargis Hasanali Mody, and Smt. Rehana Hasanali Mody and all of them are hereinafter referred to as "the heirs of Hasanali".
- (m) In the events aforesaid which happened the said heirs of Vazirali Mody and the said heirs of Hasanali became seized and possessed of and otherwise well and sufficiently entitled to the said Second Plot more Particularly described Secondly in the First Schedule hereunder written as the absolute owners thereof.
- (n) The said Ismail Budloo Chand died intestate on or about 5th March 1962 survived by Shaikh Haroon Ismail, Abdul Latif Ismail and Sairabai Ismail as his only heirs and legal representatives according to Mohamedan Law by which he was governed.
- (o) On account of disputes between the said Hasanali Noorbhai Mody of one part and the said Shaikh Haroon Ismail and two others of the other part, the said Hasanali Noorbhai Mody filed a suit against the said Shaikh Haroon Ismail and another being suit No. 2605 of 1962

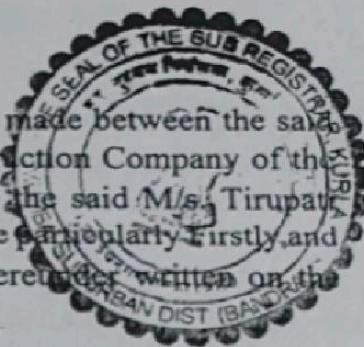




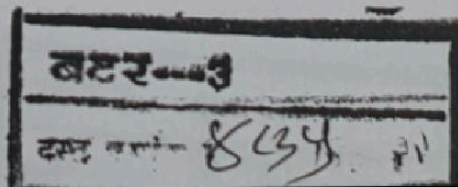
in the Bombay City Civil court at Bombay praying for declaration that the said Hasanali Noorbhai Mody is the owner of the said First Plot and that the said Shaikh Haroon Ismail and another had no right title and interest in the said First Plot more particularly Firstly described in the First schedule hereunder written.

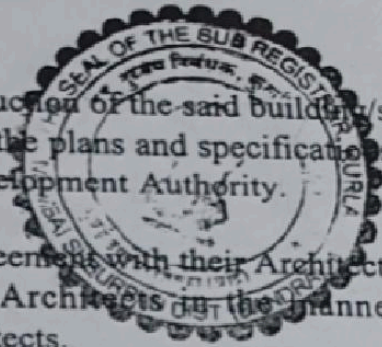
- (p) The said Sarabai Ismail Shaikh died intestate on or about 6th April 1984 survived by the said Shaikh Haroon Ismail and Shaikh Abdul Latif Ismail as her only heirs and legal representatives according to Mohamedan Law by which she was governed.
- (q) By a Consent Decree dated 18th September 1987 amended later on 10th January 1997 in the said Bombay City Civil Court Suit No. 2605 of 1962, the said Shaikh Haroon Ismail and Abdul Latif Ismail gave up their right title and interest in the said First Plot more particularly described Firstly in the First Schedule hereunder written in favour of the said heirs of Hasanali absolutely for ever on the terms and conditions therein contained.
- (r) In the events aforesaid which happened the said heirs of Hasanalli are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said First Plot more particularly Firstly described in the First Schedule hereunder written as the absolute owners thereof.
- (s) The said First Plot and the said Second Plot more particularly described Firstly and Secondly in the First Schedule hereunder written form one compact block of Land and the said two plots are hereinafter collectively referred to as "the said Property".
- (t) By a Deed of Conveyance dated 20th February 1989 made between the said heirs of Vazirali and the said heirs of Hasanalli (therein called 'the Vendors') of one Part and Shri Vinod Ravjibhai Makwana (therein called "the Purchaser") of the other Part registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. PBBJ - 1337 of 1989 on 23rd May 1991, the said heirs of Vaziralli and the said heirs of Hasanalli for the consideration therein mentioned sold transferred and conveyed to the said Vinod Ravjibhai Makwana (hereinafter called 'the said Owner') the said Property more particularly Firstly and Secondly described in the First Schedule hereunder written absolutely for ever.



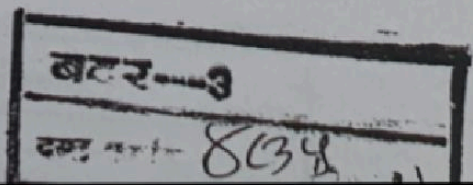


- (u) By an Agreement dated 15th February 1989 made between the said Owner of One Part and M/s. Tirupati Construction Company of the other Part, the said owner agreed to sell to the said M/s. Tirupati Construction Company the said Property more particularly Firstly and Secondly described in the First Schedule hereunder written on the terms and conditions therein contained.
- (v) By an Agreement dated 11th May 2000 made between the said Owner (therein called 'the Vendor') of the First Part and the said M/s. Tirupati Construction Company (therein called "the Confirming Party") of the Second Part and the Developers herein (therein called 'the Purchaser') of the Third Part, the said owner and said M/s. Tirupati Construction Company agreed to sell to the Developers herein the said property more particularly Firstly and Secondly described in the First Schedule hereunder written on the terms and conditions therein contained.
- (w) Pursuant to and in part performance of the said Agreement dated 11th May 2000, the said Owner and M/s. Tirupati Construction Company put the Developers herein in the exclusive possession of the said property more particularly Firstly and Secondly described in the First Schedule hereunder written with authority to develop the said property and to sell and receive sale proceeds of the premises in the Buildings to be constructed on the said property.
- (x) The Developers have evolved a scheme to develop the said Property described in the First Schedule hereunder written which is a slum inter alia by constructing several buildings comprising of Residential Flats/ Shops/Tenements/Garages/Stilts/open car Parking space etc. and to sell and dispose off the said premises in such building or buildings to be constructed on the said property on what is known as "Ownership Basis".
- (y) With a view to implement the aforesaid scheme, the plans already submitted to the Slum Re-development Authority of the Maharashtra Government in respect of the said building to be constructed on the said Property described in the First Schedule hereunder written are duly approved and sanctioned and the Slum Re-development Authority has granted I.O.D. and Commencement Certificate in that behalf.





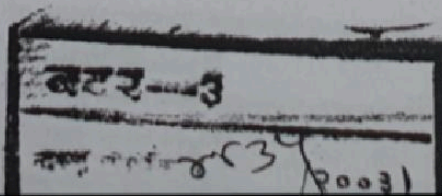
- (z) The Developers have commenced construction of the said building/s on the said Property in accordance with the plans and specifications approved by the Authority Slum Re-development Authority.
- (za) The Developers have entered into an agreement with their Architects duly registered with the Council of Architects in the manner prescribed by the said Council of Architects.
- (zb) The Developers have also appointed Structural Engineers for preparation of structural design and drawings of the building/s to be constructed on the said Property.
- (zc) The Developers have accepted the Professional supervision of the qualified Architects and Structural Engineers on the building/s to be constructed on the said property till the completion thereof.
- (zd) In the premises aforesaid, the Developers alone have the sole and exclusive right to sell the Flats / Shops / Offices / Tenement / Garages / Parking spaces and other premises in the bildings/s to be constructed on the said Property and to enter into agreement/s with the purchaser/s of such premises and to receive the sale price thereof.
- (ze) Shri. Vinod L. Desai, Advocate, High Court, Bombay has issued the Certificate of Title of the said Property.
- (zf) The copy of the Title Certificate issued by the said Advocate, Copies of the city survey Property Register cards of the said Property and the copy of the plans and specification of the premises agreed to the purchased by the purchaser/s are annexed hereto and marked Exhibits A, B-1 to B-13 and C respectively.
- (zg) The purchaser/s has/have applied to the Developers for allotment to him in "~~Regal Complex~~" in Building No. 1 Flat/ Shop / ~~Office~~ / Tenement No. 10 on the Ground floor of the building to be known as "WHITE HOUSE" and Garage/ Stilt or Open parking space No. Nil in the compound of the said property (herein-after called 'the said Premises') on "ownership basis".

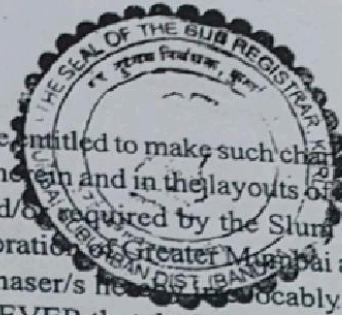


- (zh) The Purchaser/s has/have demanded from the Developers and the Developers have given to the Purchaser/s inspection of all the hereinbefore recited documents of title relating to the said Property, the said Agreements, the said approvals/permissions, plans, specifications and designs of the said buildings and all other documents as required to be shown to the Purchaser/s under the provisions of Maharashtra Ownership (Regulation of the Promotion of Construction, Sale Management and Transfer) Act 1963 (hereinafter called the said Act) and the Rules made thereunder.
- (zi) The Purchaser/s has/have made a declaration as required under the provisions of Maharashtra Co-operative Societies Act 1960 that neither the Purchaser/s nor the members of the family of the purchaser/s own/s tenements, house or a building within the limits of Greater Mumbai.
- (zj) The purchaser/s has/have seen and inspected the said Property and has/have himself/themselves fully acquainted with the state thereof and agreed to acquire the said Premises from the developers on what is popularly known as "Ownership Basis" at the price and on the terms, conditions and covenants mutually agreed upon by the parties hereto and hereinafter contained.
- (zk) Under the Provisions of Section 4 of the said Act, the Developers are required to execute a written agreement for sale of the said premises to the Purchaser/s being in fact these presents and to register the same under the provisions of the Registration Act, 1908 and relying on the aforesaid application and declaration the developers have executed these presents.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The Developers shall construct building/s consisting of ground and seven floors on the said Property more particularly in the First Schedule hereunder to be known as "**WHITE HOUSE**" in accordance with the approved plans, designs and specifications with or without changes / amendments / modifications thereto and which plans and proposed amendments have been kept in the office of the Developers for the inspection which the purchaser/s has/





have also seen and approved. The Developers shall be entitled to make such changes, additions, alterations, variations and modification the plan and in the layouts of said Property as may be desired by the Developers and/or required by the Slum Re-development Authority and/or the Municipal Corporation of Greater Mumbai and/or any other concerned authority/ies and the Purchaser/s hereby expressly and expressly consents to the same PROVIDED HOWEVER that the Developers will obtain prior consent in writing of the Purchaser/s in respect of only such variations or modifications as affects the area of the premises hereby agreed to be purchased by the Purchaser/s.

2. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title and the authority of the Developers to develop the said property and he/she/they shall not be entitled to further investigate the title and rights, powers and authorities of the Developers to develop the said Property and no requisitions or objections shall be raised on any matter relating thereto or otherwise howsoever in connection therewith.

3. The Developers have informed the Purchaser/s that the Developers have reserved sufficient number of Premises in the building/s to be constructed on the said property for allotment free of costs on ownership basis.

- (a) One Flat of 225 Square Feet Carpet area for each eligible tenant in the old structure on the said property specified in the order of the said Slum Re-development Authority.
- (b) One Flat of not less than 700 Square Feet built up area on the first floor of the Building on the said property for the said Shaikh Haroon Ismail and others in accordance with the Consent Decree dated 18th September 1987 and 10th January 1997 in the Bombay City Civil Court Suit No. 2605 of 1962 referred to herein before.

4. The Developers agree to sell to the purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developers in "WHITE HOUSE" in Building No. 1 Flat/Shop/Office/Tenement No. 10 on the GROUND floor of the said Building "WHITE HOUSE" (hereinafter referred to as the said Premises) admeasuring about 20.92 square meters carpet area (which is inclusive of the - square meters carpet area of the Balcony/ies) equivalent to about 304 square feet super built up area,

9
बटर-3
 34

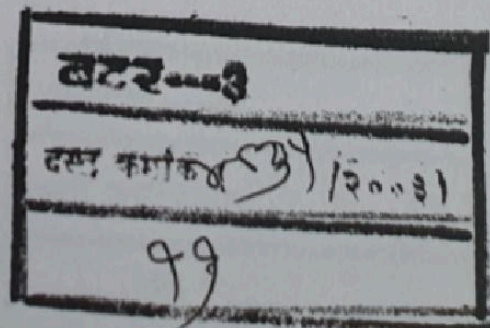
and Garage/Open Parking Space No. _____ in the said Building on _____ that is popularly know as "Ownership Basis" at or for the price of Rs. 6,90,000/- (Rupees Six Lakhs Ninety Thousand only) including

Rs. Nil being the proportionate price of the common areas and facilities, appurtenant to the said premises together with the fittings, fixtures, and amenities set out in the Second Schedule hereunder written and the typical floor plan of the said Premises Annexure 'C' hereto.

5. ~~The Purchaser/s is/are the eligible tenant certified by the said Slum Re-development Authority and the Developers hereby aNot and transfer to the Purchaser/s the said Flat mentioned in clause-4 above free of cost on Ownership basis in lieu of the premises occupied by him in the old structure on the said Property since demolished.~~

6. The Purchaser/s has/have paid to the Developers towards the part payment of the aforesaid purchase price a sum of Rs. 50,000/- (Rupees fifty thousand Only only) on or before the execution of these presents (the payment and receipt whereof is hereby admitted and acknowledged by the Developers and of and from which the Purchaser/s is/are absolutely discharged and acquitted) and the Purchaser/s hereby agree/s to pay to the Developers the balance purchase price of Rs. 6,40,000/- (Rupees Six Lakhs forty thousand Only only) in the manner specified herein below :

- | | |
|-------------------------|---|
| (a) Rs. <u>80,000/-</u> | On or before casting of Plinth. |
| (b) Rs. <u>80,000/-</u> | On or before casting of First Slab. |
| (c) Rs. <u>80,000/-</u> | On or before casting of Second Slab. |
| (d) Rs. <u>80,000/-</u> | On or before casting of Third Slab. |
| (e) Rs. <u>80,000/-</u> | On or before casting of Fourth Slab. |
| (f) Rs. <u>80,000/-</u> | On or before the completion of doors and windows. |



(g) Rs. 80,000/-

On or before the completion of plumbing and sanitary fittings

(h) Rs. 80,000/-

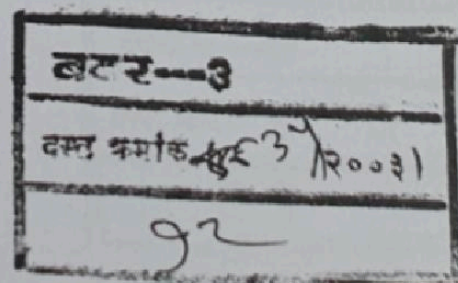
On the licence to enter the said Premises being offered by the Developers to the Purchaser/s as Licencees/s pending execution of Deed of Conveyance and/or Deed of Lease in favour of the Co-operative Society of Limited Company or the Association to be formed of Purchaser/s of all the premises in the said building/s as provided hereinafter.

7. Upon execution of such Conveyance and/or Deed of Lease, such personal licence to enter upon and enjoy the said Premises in favour of the Purchaser/s shall automatically become absolute possession of the said premises by the Purchaser/s.

8. The Purchaser/s shall pay the amounts aforesaid to the Developers on the due dates without fail and without any default, the time for payment being the essence of the contract. The Developers will forward to the Purchaser/s an intimation of the Developers having carried out the aforesaid work and Purchaser/s will be bound to pay the amount of installments within 7 (Seven) days of the developers despatching such intimation under certificate of posting at the address of the Purchaser/s as given in these presents. The Developers will keep the original certificate of their Architects certifying that the Developers have carried out the given item of work and such certificate will be open for inspection by the Purchaser/s at the office of the Developers and such certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same.

9. The Developers hereby declare that no part of floor space Index of the said property has been utilised by the Developers elsewhere for any purpose whatsoever. The residential F.A.R. (F.S.I) in the plot or the layout not consumed will be available to the Developers.

10. (a) It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities along with the said Premises and the



nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Premises is set out in the Third Schedule hereunder written. (The aforesaid provision is applicable in case of Flat / Shop / Office / Tenements only).

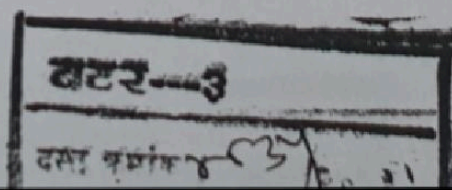
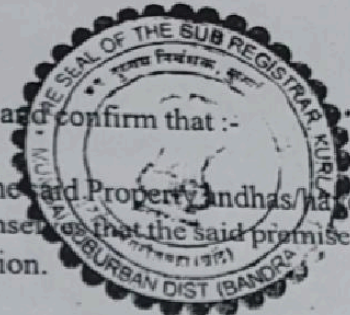
- (b) It is expressly agreed that the Purchaser/s shall be entitled to the limited common areas and facilities along with the said premises and the extent, nature and description of such limited common areas and facilities appurtenant to the said Premises are set out in the Fourth Schedule hereunder written (The aforesaid provision is not applicable in the case of Car Parking/ area covered under Garages and other similar areas).

11. The Developers hereby agree that they shall before handing over possession of the said Premises to the Purchaser/s and in any event before execution of the Deed of Conveyance or Deed of Lease as the case may be of the said Property in favour of a Co-operative Society or body to be formed of the purchasers of premises in the building/s to be constructed on the said Property shall make full and true disclosure of the nature of the title of the said Land as well as encumbrance if any including any right, title, interest or claim of any party in or upon the said property and shall as far as practicable ensure that the said property is free from all encumbrances and the Developers have absolute, clear and marketable title to the said property so as to enable them to convey to the said Co-operative Society or Limited Company or the Association as the case may be such absolute, clear and marketable title of the said Property on the execution of Deed of Conveyance or Deed of Lease as the case may be in its favour.

12. It is expressly agreed between the Developers and the Purchaser/s that the said Premises shall be utilised for residential/commercial purposes as the case may be and garages/car parking spaces shall be used only for parking vehicles belonging to the Purchaser/s and for no other purposes/s whatsoever. The Purchaser/s agree/s not to change user of the said Premises without prior consent in writing of the Developers which the Developers will be entitled to refuse if they desire and any unauthorized change of user of the said premises by the Purchaser/s shall render this agreement void/voidable and the Purchaser/s in that event shall not be entitled to any right under or arising out of this Agreement.

बट्टर-३
दस्तावेज क्रमांक ४८३७/२०११
१३

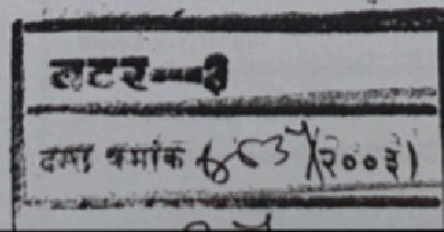
13. The parties hereto specifically agree, declare and confirm that :-
- (a) The Purchaser/s has/have inspected the said Property and has/have ascertained for himself/herself/themselves that the said premises are not yet ready for use and occupation.
- (b) The Occupation Certificate/Building Completion Certificate of the said Building/s under construction has not yet been issued by the Slum Re-development Authority or the Municipal Corporation of Greater Mumbai as required by law and consequently under the provisions of Section 3(2)(i) of the said Act, the Developers are not entitled to allow the Purchaser/s to enter into possession of the said premises and the Purchaser/s is/are prohibited from taking possession of the said premises till such certificate is given by the Slum Re-development Authority and/or the Municipal Corporation of Greater Mumbai.
- (c) The Possession of the said Premises is not transferred to the Purchaser/s before the execution or at the time of execution or after the execution of this Agreement without executing the Deed of Conveyance or Deed of Lease as the case may be by the Developers in respect thereof.
- (d) The Possession of the said Premises will be handed over after or on execution of Deed of Conveyance or Deed of Lease as the case may be to be executed in pursuance hereof. In the event however the Purchaser/s insists on receiving possession of the said premises prior thereto and if the Developers are in a position to and agree to give the same, any stamp duty and other charges, dues or levies which is or become payable on these presents and/or on any record thereof or otherwise, the same shall be borne and paid by the Purchaser/s alone.
- (e) This Agreement is not an agreement to sell an immovable property or conveyance within the meaning of the terms under the Bombay Stamp Act, 1958 and no interest in the immovable property is or is intended to be transferred to or vested inter vivos in the Purchaser/s by this Agreement.



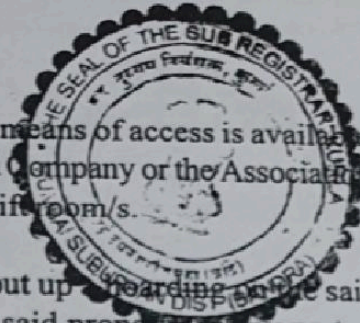
- (f) The Purchaser/s shall have no claim save and except in respect of the particular Premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired and unallotted open spaces/unallotted parking spaces/Flats / Shops / Offices / Tenements / Garages / Lobbies / Staircase / Terraces etc. will remain the property of the Developers until the whole property and/or any part thereof is transferred to the Co-operative Society or Limited Company or the Association of the purchasers of all the premises in the building/s as hereinafter mentioned but subject to the rights of the Developers under this Agreement.

14. The Purchaser/s hereby agree/s that :-

- (a) The Developers shall be entitled to construct terrace, garden house along with one or more terraces and garden houses with or without open spaces attached thereto and shall be entitled to sell on ownership basis and/or otherwise dispose of the same and/or grant to any person exclusive use of any areas. The Purchaser/s and/or the purchaser/s of other premises in the said building/s shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to the use of such terrace or open space sold and/or allotted by the Developers to the Purchaser/s of such terraces and/or garden houses/s unless the Purchaser/s himself / herself / themselves is or are such purchaser/s and the Purchaser/s of such terrace houses or garden houses shall be exclusively entitled to the use of terrace/s or open spaces sold and/or allotted to him/her/them.
- (b) The Developers shall be entitled to transfer, assign, dispose off and/or sell in any manner they deem fit and proper the said terraces, garden houses, open spaces etc. to any person on such price, terms and conditions as the Developers deem fit. The Purchaser/s along with the other Purchaser/s as well as their Co-operative Society or Limited Company or the Association when formed will not raise any objection thereto of whatsoever nature or kind.
- (c) The Developers shall be entitled to sell or otherwise dispose off the right to the terrace/s of the building/s for the purpose of construction or advertisements/hoardings or any other user



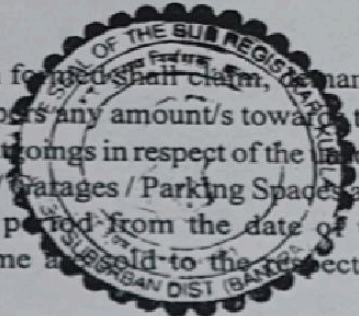
permissible by the law so long as the means of access is available to the Co-operative Society or Limited Company or the Association for approaching water tanks and the lift room/s.



- (d) The Developers shall be entitled to put up hoarding on the said property or on the building/s on the said property or any part of the building/s on the said property and the said hoarding may be illuminated or comprising of neon sign and for that purpose the Developers are fully authorized to allow temporary or permanent construction or erection or installation either on the terrace/s or on the exterior of the building/s on the said Property or on the said Property as the case may be and the Purchaser/s agree/s not to object to or interfere with the same.
- (e) The Purchaser/s along with purchases of other Flats / Shops / Offices / Tenements / Garages / Parking spaces and / or their Co-operative Society or Limited Company or the Association when formed shall not charge anything by way of monthly maintenance charges or any other charges or outgoing for the use of such terrace/s, compound walls, display or advertisements or hoarding etc. for the purpose mentioned hereinabove.
- (f) Until such time as the possession of the said property and the said building/s is delivered to the Co-operative Society or Limited Company or the Association as aforesaid the Purchaser/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Developers and generally to do all/every reasonable act that the Developers may call upon the Purchaser/s to do so.
- (g) It is agreed that until all the Flat / Shop / Offices / Tenements / Garages / Parking Spaces and other premises are sold and allotted to the prospective purchasers, the Developers shall be entitled to retain with them unsold Flats / Shops / Offices / Tenements / Garages / Parking Spaces and other premises and no Municipal or other Taxes and/or and other outgoings would become payable by the Developers in respect of the said unsold Flats / Shops / Offices / Tenements / Garages / Parking Spaces and other premises and neither the Purchaser/s nor the Co-operative Society or Limited

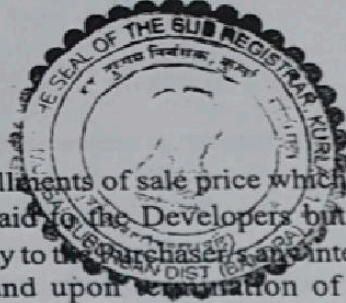
बदर-3
दस्ता नमांक 53/2003
98

Company or the Association when formed shall claim, demand, charge or recover from the Developers any amount/s towards the said maintenance, taxes and other outgoings in respect of the sold Flats / Shops / Offices / Tenements / Garages / Parking Spaces and other premises in respect of the period from the date of the Occupation Certificate till the same amount/s are paid to the respective purchasers.



- (h) The Purchaser/s confirms/s that the payment of the installments payable by the Purchaser/s under these presents shall be made on the due date without any delay or default and time in respect of all amounts payable under these presents by the Purchaser/s to the Developers is of the essence of the contract. If the Purchaser/s make/s delay or default in making payment of any of the installments or amounts on the stipulated days, the Developers shall be entitled to charge and recover from the Purchaser/s interest at the rate of 24% per annum or such interest as may be permitted by law on all such installments and amounts from the date of default till payment and/or receipt thereof by the Developers without prejudice to the other rights and remedies of the Developers in law and under these presents. PROVIDED HOWEVER that this provision for payment of interest do not entitle and shall not be deemed to confer any right to the Purchaser/s to delay the payment of the amounts payable to the Developers under these presents. It is further agreed that on the Purchaser/s committing default in payment of any of the installment/s or any other amount/s under these presents on due date (including his/her/their proportionate share of taxes, rates, cess, other charges, betterment charges and all other outgoings) the Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein shall be exercised by the Developers after giving the Purchaser/s 15 (Fifteen) days prior notice in writing of their intention to terminate the Agreement and specifying the breach/s of the terms and conditions on account of which the Developers intend to terminate this Agreement and if the Purchaser/s continue/s to be in default in remedying such breach/es within the stipulated period of 15(Fifteen) days from the date of such notice from the Developers. It is further agreed that upon termination of this Agreement as stated herein, the Developers shall

बट्टर-3
६५३/२००३
१५



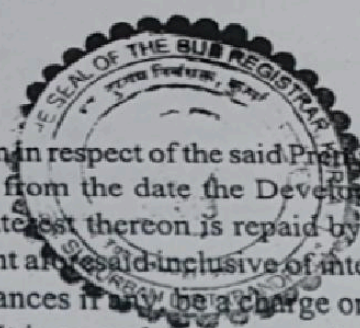
refund to the Purchaser/s the installments of sale price which the Purchaser/s may have till then paid to the Developers but the Developers shall not be liable to pay to the Purchaser/s any interest on the amount so refundable and upon execution of this Agreement and the issue of the cheque/s for the refund of the aforesaid amounts by the Developers, the Developers shall be at liberty to dispose off and sell the said Premises to such other person/s at such price and on such terms and conditions as the Developers may desire and think fit in their absolute discretion and the Purchaser/s shall have no right in that behalf. It is agreed that the dispute whether the stipulations specified in Section 8 of the said Act have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator.

- (i) It is agreed that the Purchaser/s or the Co-operative Society or Limited Company or the Association of Apartment Owners will have no objection if the Developers sell the garages to the persons not being the Purchaser/s of the flats in the said building/s. The Purchaser/s and the Co-operative Society or Limited Company or the Association when formed shall admit the purchases of the said garages as nominal member of the Co-operative Society. The Purchaser/s will not take any objection if the prospective Purchaser/s of the garage enclose or cover their respective garages.

15. It is expressly agreed that the licence to enter into the said Premises will be given by the Developers to the Purchaser/s by about the **31st December 2001** PROVIDED HOWEVER THAT the Developers have received the full purchase price of the said Premises and other amounts payable by the Purchaser/s to the Developers under these presents PROVIDED FURTHER HOWEVER THAT the Developers shall not be responsible for delays on account of non-availability of cement, steel and other building materials, water or electric supply and Act of God, civil commotion, riot, war or on account of any notice, order, rule, notification of the Government and/or any other public body and/or competent Authority on the Developers and/or on account of delay in issue of occupation certificate and/or building completion certificate by the Slum Re-development Authority and/or the Municipal Corporation of Greater Mumbai and/or Planning Authority and/or for the circumstances beyond the control of the Developers and as a result thereof the Developers are unable to give licence to enter into the said Premises by the date stipulated hereinabove. The Developers agree that in the aforesaid events they shall be liable on the demand by

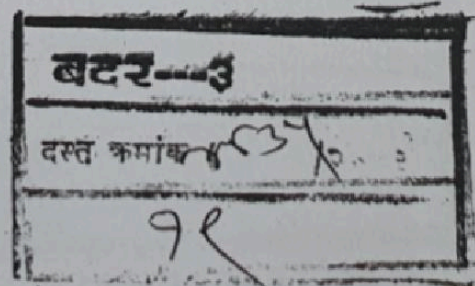
बदर-3
दस्तावेज क्रमांक 83/2003
२८

the Purchaser/s the amounts already received by them in respect of the said Premises with simple interest at the rate of 9% per annum from the date the Developers received the sum till the dates the amounts and interest thereon is repaid by the Developers to the Purchasers AND the entire amount and interest inclusive of interest as stated above shall, subject to the prior encumbrances if any be a charge on the said property as well as the premises in question. It is agreed that upon refund of the said amount together with interest as stated herein above the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Property in any manner whatsoever and the Developers shall be entitled to deal with or dispose of the said Premises to any person or party as the Developers may desire at their absolute discretion.

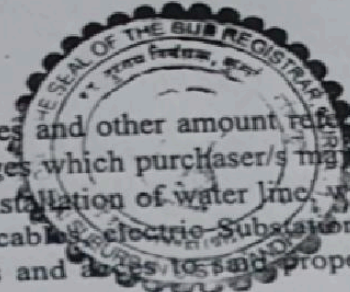


16. Upon the Purchaser/s taking permission to enter into the said Premises as Licencee/s he/she/they shall have no claim against the Developers as regards the quality of the building materials used for construction of the Premises or the nature of the construction of the said premises or otherwise howsoever PROVIDED HOWEVER that if within a period of three years from the date of granting licence to enter into the said Premises to the Purchaser/s, the Purchaser/s bring to the notice of the Developers any defect in the said Premises or the building in which the said Premises are situated or the materials used therein or any unauthorized change in the construction of the said building/s by the Developers, then where ever possible such defects or unauthorized changes shall be rectified by the Developers at their own costs and in case it is not possible to rectify such defects or unauthorized changes then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defects or changes.

17. The Purchaser/s hereby agree/s that in the event any amount is paid to the Slum Re-Development Authority or the Municipal Corporation of Greater Mumbai by way of premium or security deposit or otherwise becomes payable to the slum Re-development authority or to the state Government or other authorities or if any betterment charges or development tax charges or security deposit is paid or becomes payable to the slum Re-development Authority, the Municipal corporation of the Greater Mumbai, Bombay Suburban Electric Supply Co.Ltd. or concerned authority for the purpose of giving water connection, drainage connection and electric connection or any other tax or payment of a similar nature becoming payable by the Developers to any authorities the same shall be paid by the purchaser/s to the Developers in proportion to the area of the said premises within seven days of the demand (time being the essence of the contract) and in determining such amount, the discretion of the Developers shall be final, conclusive and binding upon the



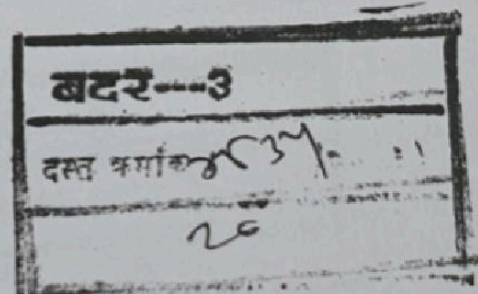
purchaser/s. It is agreed that the betterment charges and other amount referred hereinabove shall mean and include prorata charges which purchaser/s may be called upon to pay by Developers in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric Substation (if any) making and maintaining of internal roads and ~~access~~ to said property, drainage, layout and all other facilities.



18. (i) The purchaser/s hereby agree/s to and shall pay to the Developers at the time of grant of Licence to enter the said premises the following amounts :-

- (a) Rs. 261 /- Towards Share money, entrance fees and membership of the Society.
- (b) Rs. 1500 /- Towards Legal Expenses and the same is not refundable.
- (c) Rs. 182,40/- Being his/her/their share towards amount of deposit payable for water and electric connection to be installed in the said premises and / or the said building and the same is non refundable.
- (d) Rs. 13,511/- Towards 1 (One) year's provisional outgoings for Municipal and other taxes, water bill, common electric bill, maintenance charges, other society expenses and the same is not refundable.
- (e) Rs. 1000 /- Towards formation and registration of the Society or Limited Company or Association or other organization and the same is not refundable.
- (f) Rs. 2000 /- Towards the management charges and services charges and the same is not refundable.

(ii) The aforesaid amounts mentioned is Sub-clause (a) to (f) above are to be paid on or before licence to enter the said premises is

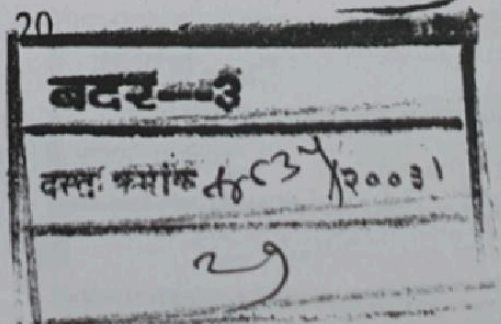


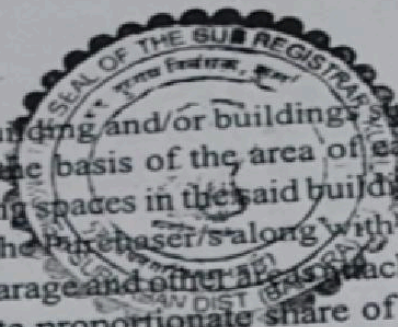
given to the Purchaser/s and no interest will be payable thereon to the Developers. The aforesaid amounts are agreed to be paid by the Purchaser/s to the Developers without prejudice to the right of the Developers to recover other amounts including development/betterment charges and other amounts from time to time under these presents.

- (iii) The aforesaid amounts at item (a) above will be transferred by the Developers to the Society or Limited company or Association as the case may be after all the buildings are finally transferred to Society or Limited Company or the Association and the Purchaser/s hereby agree not to demand the said amounts at any time prior thereto.
- (iv) The Developers shall utilise the said amounts mentioned in sub-clause (b) above payable by the Purchaser/s to the Developers for meeting all legal charges, costs and expenses including professional costs of the Advocates and Solicitors of the Developers and the costs of preparing and engrossing this Agreement and Deed of Conveyance or Deed of Lease as the case may be.
- (v) The Developers shall utilise the said amounts mentioned in sub-clause (e) in connection with formation and registration of Society or Limited Company or Condominium as the case may be.
- (vi) The Purchaser/s agree not to demand any account in respect of the amounts under Sub-clauses (b) to (f) above.

19. Notwithstanding anything contained in this agreement the Purchaser/s hereby agree/s to contribute and pay his/her proportionate share towards the costs, charges expenses, municipal taxes, outgoings, betterment charges and in respect of items specified in the Fifth Schedule hereto such share to be determined by the Developers having regard to the area of each premises. The Purchaser/s hereby agree/s that he/she/they shall not be entitled to ask for adjustment of the amounts mentioned in clause 18 hereof against the expenses, municipal taxes, outgoings, betterment charges etc. payable under this clause.

20. So long as each tenement shall not be separately assessed for Municipal Taxes and Water Taxes, the Purchaser/s shall pay a proportionate share of the Water



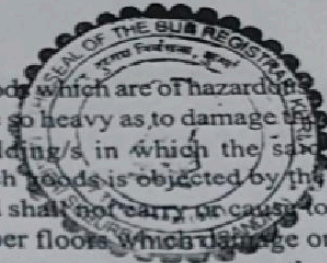


Tax and the Municipal Tax assessed on the whole building and/or building such proportion to be determined by the Developers on the basis of the area of each Flat/Shop with or without open garage/covered parking spaces in the said building/s to be constructed and other areas attached thereto. The Purchaser/s along with the other Purchaser/s of Flat/Shop with or without open garage and other areas attached thereto will not require the Developers to contribute proportionate share of the maintenance charges of the Flats/Shops with or without open garage and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Developers. The Developers will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the said tenements. The Purchaser/s hereby agree to pay all the amounts payable under the terms of this Agreement as and when they become due and payable including interest at the rate of 24% per annum, time in this respect being the essence of the contract.

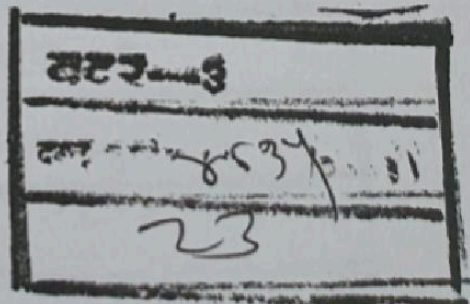
21. The Purchaser/s shall not use the said premises which is likely to cause nuisance or annoyance to other occupiers of the said building and/or the owners and occupiers of the neighboring property or properties nor for any illegal or immoral purposes.
22. If the Developers are not able to give licence to enter into the said premises to the Purchaser/s on account of any reasonable cause or circumstances beyond their control, the Purchaser/s shall not be entitled to any compensation or damages whatsoever but he/she/they shall be entitled to remedies available under Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
23. The Purchaser/s himself/herself/themselves with intention to bring all persons into whomsoever hands the said premises may come (in accordance with terms of these persents) doth/do hereby covenant with the Developers as follows :-
- (a) To maintain the said premises at Purchaser/s' own costs in good tenable condition from date of Licence to enter the said premises is taken and shall not change/alter or make addition in or to the Building/s in which the said premises is situated or in the said premises itself or any part thereof nor do or suffered to be done anything in or to the Buildings in which the said premises is situated or staircase or any passages therein which may be against the rules, Regulations or bye-laws of concerned local or any other authority.

21

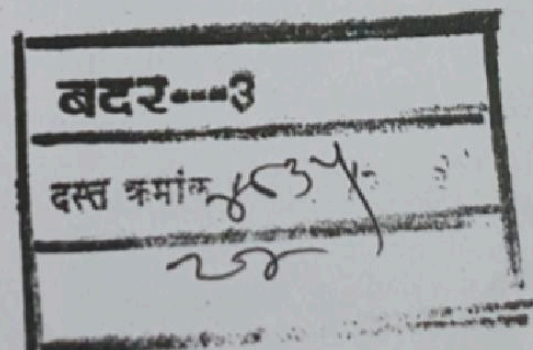
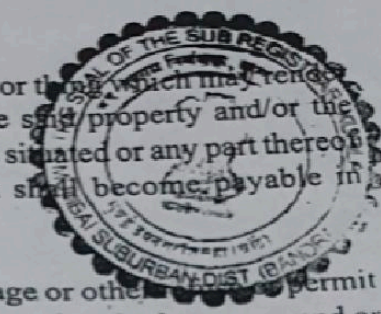
बदर-3
दस्तावेज क्रमांक (37/2003)
22



- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building/s in which the said premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried any heavy packages on upper floors which damage or are likely to damage the staircase, common passage or any other structure of the Building/s in which the said premises is situated and in the event any such loss, injury or damage is caused to the Building or the said premises on account of negligence or default of the Purchaser/s in this behalf the Purchaser/s shall be liable for the consequences of the breach thereof.
- (c) To carry out at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the Building/s in which the said Premises is situated or the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned persons and Authority and/or other Public Authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the sewers, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. parties or any other structural member in the said premises without the prior written permission of the Developers and/or the Society when formed.

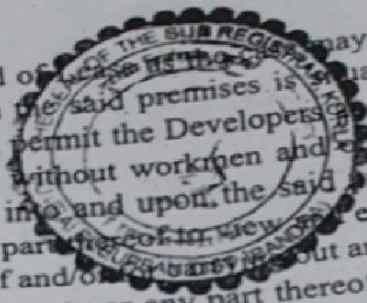


- (e) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said property and/or the buildings in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance policy.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and building/s in which the said premises is situated.
- (g) To bear and pay increase in local taxes, water charges, Insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public Authority, on account of change of user of the said premises by the Purchaser/s done with consent of the Developers.
- (h) The Purchaser/s shall not let, transfer, assign or part with the possession of the said premises or interest or benefit under this agreement or part with the licence to enter into the said premises until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and that too only if Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has first obtained consent in writing from the Developers in that behalf.
- (i) The Purchaser/s shall observe and perform all the rules and regulations which the said Society may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the premises therein and for the observance and performance of the Building Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Developers under these presents and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



(j)

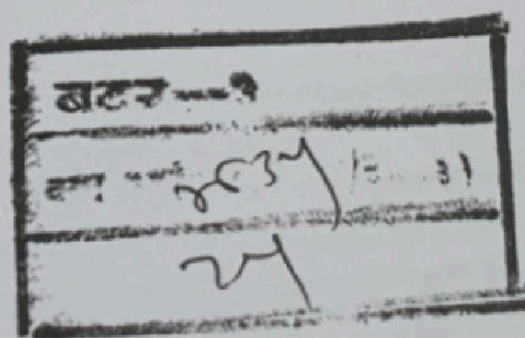
Till a Conveyance and/or Deed of Lease is registered in respect of Building/s in which the said premises is executed, the Purchaser/s shall permit the Developers and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said property and the said building/s or any part thereof to view and examine the state and conditions thereof and/or to carry out any work of construction on the said property or any part thereof.

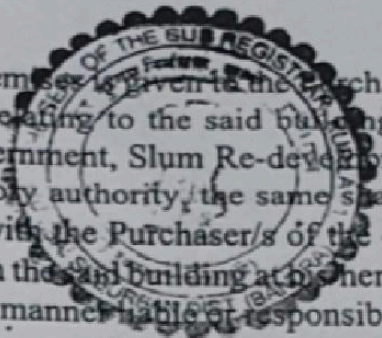


24. At the time of registration of the Conveyance and/or Deed of Lease as the case may be in respect of the said property the Purchaser/s shall pay to the Developers in advance if not already paid the Purchaser's share of the Stamp Duty and Registration Charges payable by the said Society on the Deed of Conveyance or Deed of Lease as the case may be or any documents or instrument of transfer in respect of the said property and the building/s there on to be executed in favour of such organisation. The Developers shall not be liable to pay any amount of Stamp Duty and Registration Fees on the Deed of Conveyance or Deed of Lease as the case may be or on any documents in respect of the said property or any part thereof.

25. The Purchaser/s agree that if for any reason the Developers shall not get electric connection for domestic power the Purchaser/s shall take the possession of the premises agreed to be purchased without objection to the fact that the domestic connection is not provided in the said premises provided however that the Developers will complete the fittings of the domestic power points, as mentioned in the Second Schedule hereto.

26. The Purchaser/s shall permit the Developers and surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition services, drains, pipes, cables, Water connections, electric connections, wires, part structures, and other conveniences belonging to serving or used for the said buildings and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises or the building in respect whereof the Purchaser/s or the occupier of any other premises as the case may be shall be in default in paying his/her/their share of the water tax.





27. After the licence to enter into the said premises is given to the Purchaser/s if any additions or alteration in or about or relating to the said building are thereafter required to be carried out by the Government, Slum Re-development Authority, Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the Purchaser/s of the other Flats/Shops/Tenements/Garage/Parking spaces in the said building at their own costs and the Developers shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid.

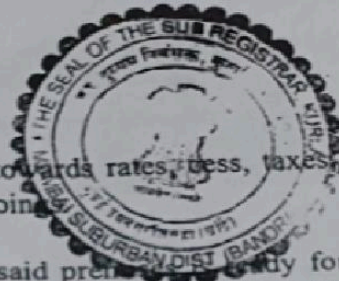
28. If the Purchaser/s desire/s to sell or transfer his/her/their interest in the said premises or is/are desirous to transfer or give the benefit of this Agreement to anyone else and if the Developers agree to give such consent, then and in such event, simultaneously with the Developers granting to the Purchaser/s the consent as herein contemplated the Purchaser/s shall pay to the Developers such sum as the Developers may in their absolute discretion determine by way of transfer charges and administrative and other costs, charges and expenses pertaining to the same. It is however clearly understood and agreed that unless such amount is paid to the Developers by the Purchaser/s the Developers shall not be bound or liable to grant consent to such transfer and that the Developers are not obliged to give consent to transfer even if the Purchaser/s is/are willing to pay such charges.

29. The Purchaser/s and the persons to whom the premises are transferred hereby agrees to sign and execute all papers, documents and do all other things as the Developers may require of him/her/them to do and execute from time to time for more effectively enforcing this Agreement and/or for safeguarding the interests of the Developers and all persons acquiring the remaining Flats/Shops/Tenements/Garages/ and car parking spaces in the said building/s on the said property more particularly described in the First Schedule hereunder written.

30. The Purchaser/s and the person to whom the said premises is permitted to be transferred with the written consent of the Developers shall observe and perform all the provisions of the Bye-laws and/or the rules and regulations of the said Organisation when required and/or all provisions of the Bye-laws of the said Society and the additions, alteration or amendments thereof for the observance and carrying out of the Building Rules, Regulations and Bye-laws for the time being of the Slum Re-development Authority, the Municipal Corporation of Greater Mumbai and/or other local and/or public bodies. The Purchaser/s and persons to whom the said premises are allowed to be transferred shall observe and perform all the stipulations and conditions for use of the said premises and the said property and

बदल-...
दस्तावेज क्र. 3/2000/1
२२

shall pay and contribute regularly and punctually towards rates, cess, taxes, betterment charges and/or expenses and all other outgoing

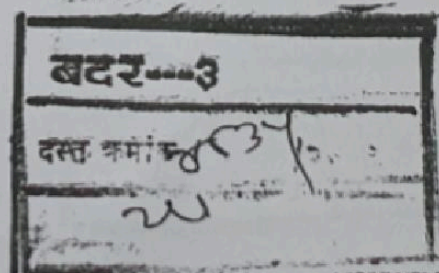


31. As soon as the Developers notify that the said premises are ready for occupation the Purchaser/s shall pay the respective arrears or dues together with accrued interest, if any by him/her/them within seven days of such notice whether served individually or put up at some prominent place in the building. If the Purchaser/s fail/s to pay the said arrears as aforesaid, the Developers will be entitled to forfeit the amount previously paid by the Purchaser/s and thereupon the Purchaser/s shall lose all rights in the said premises as well as all the rights and benefits under this Agreement.

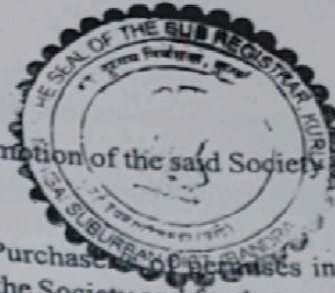
32. It is agreed by the Purchaser/s that commencing a week after the notice in writing is given by the Developers to the Purchaser/s that the said Premises is ready for use and Developers are ready to grant licence to enter to the Purchaser/s, the Purchaser/s shall be liable to take such licence and in any event pay the proportionate share (i.e. in proportion to the floor area of the said premises) of all outgoings in respect of the said property and the proposed building including local taxes, cess, rates and other charges, betterment charges, water charges, insurance charges, common lights, repairs, salaries of clerks, Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said property and the said building and until the said property is transferred to the said Society the Purchaser/s shall pay to the Developers the proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agree/s that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developers the provisional monthly contribution of Rs. _____ (Rupees _____

_____ Only) per month towards such outgoings and taxes. The amount so paid by the Purchaser/s to the Developers shall not carry any interest and the same will be utilised for the maintenance of the building in which the said premises are situated. In case such provisional amount is less than actual expenses incurred for maintenance, the Purchaser/s agrees to make good the deficiency. The Purchaser/s undertake/s to pay such provisional monthly and other amounts as provided herein regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

33. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums



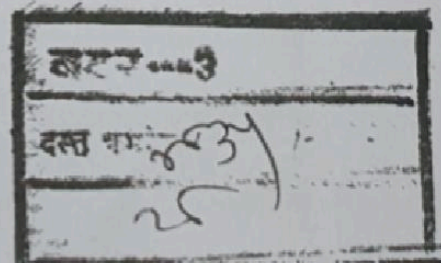
received on account of the share capital for the promotion of the said Society and the sums received on account of legal charges.



34. The Purchaser/s herein along with other Purchaser/s of premises in the said building/s undertake/s to become a member of the Society and for that purpose also from time to time to sign and execute all the papers or applications that may be required including the Bye-laws of the Society within seven days thereof time being of the essence of contract so as to enable the Developers to form the said Society under Section 10 of the Maharashtra Ownership Flats Act, 1963, within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats Act (Regulation of promotion, Construction, Sale, Management and Transfer) Rules 1964 read with clause 53 hereof and/or the Limited Company or Association as the case may be. No objection shall be taken by the Purchaser/s if any changes or modification are made in the Bye-laws of the Society as may be required by Registrar of Co-operative Society or other competent authority. The power and authority of the Society or the Purchaser/s herein and other Purchaser/s of the Developers in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regard the unsold premises and the disposal thereof.

35. In the event of the Purchaser/s being Purchaser of parking space/garage in the said building and in the event of the Developers entering into agreement for sale of the parking spaces/garages in the building with other party or parties, the Purchaser/s of any such parking spaces shall not be entitled to be an ordinary member of the Society or Limited Company but only an Associate Member who shall be granted a Lease of such parking space/garage at a rent equivalent to the proportionate share of the outgoing including Municipal Taxes etc. if any payable respect of the parking space and the Purchaser/s herein shall vote in favour of the proposal for granting such permanent lease in favour of the Purchaser/s or Purchasers of such parking spaces/garages.

36. The Purchaser/s agree/s that he/she/they along with other Purchasers of Flats/Shops/Tenements/Garages parking spaces and/or the Society or Limited Company or the Association when formed will not charge to the Developers or its nominee or transferee any amount by way of monthly installment for maintenance charges or any other charges for use of such terraces, Compound walls display or advertisement or hoarding etc. for the purpose mentioned here-in above.



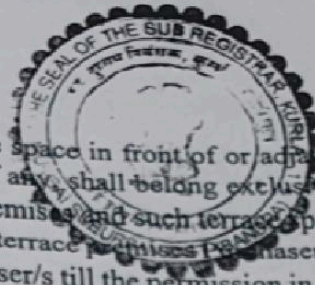
37. The Purchaser/s agree/s that the terrace space in front of or adjacent to the terrace flat premises in the said building, if any, shall belong exclusively to the respective Purchaser/s of the terrace flat premises and such terrace space are intended for the exclusive use of the respective terrace premises Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developers or the Society as the case may be.

38. The Purchaser/s shall immediately and in any case within two days after the execution of this agreement lodge the same for Registration with the appropriate registering authority and shall within two days after lodging the same intimate to the Developers together with the serial number in which the same is lodged with a view to enable the Developers to admit the execution. If the Purchaser/s fails to lodge this agreement for Registration, the Developers shall not be in any way responsible for the non-registration of the said Agreement and the consequences arising thereon. The Stamp Duty and Registration Charges and all other charges including penalty (if any) payable on the Agreement and other documents incidental to this agreement shall be borne and paid by the Purchaser/s alone and the same shall be a charge on the said premises hereby agreed to be Purchased.

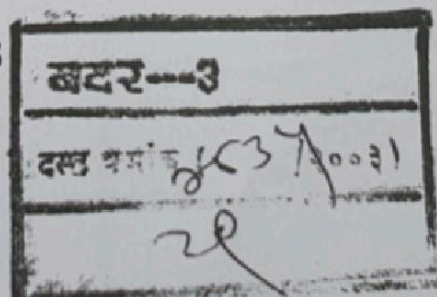
39. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the property and the said premises or any part thereof. Such conferment to take place only upon the execution of the Conveyance and/or Deed of Lease in favour of the Society or Limited Company or Association to be formed of the Purchaser/s of all premises in the buildings as herein stated.

40. The Purchaser/s shall at no time demand partition of his/her/ their interest in the said building and/or property, it is being hereby agreed and declared by the purchaser/s that his/her/their such interest in the said premises is impartible.

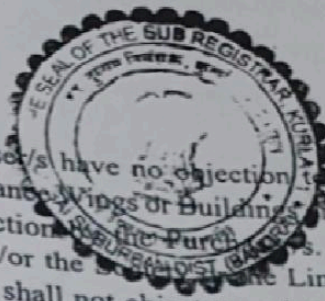
41. The Purchaser/s hereby expressly agree/s and covenant/s with Developers that in the event of all the Buildings/Wings of the said property building on the said property being not ready for occupation simultaneously and in the event of the Developers offering licence to enter upon the said premises to the Purchaser/s or handing over possession of the said premises simultaneously on the execution of Conveyance or Deed of Lease as the case may be in respect of the said property earlier than completing construction of all the Wings and all the Buildings on the



28



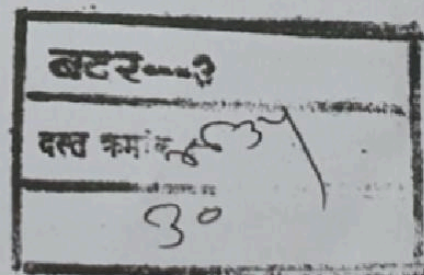
said property then and in that event the Purchaser/s have no objection to the Developers completing the construction of the balance Wings or Buildings in the said property without any interference or objection from the Purchaser/s. The Purchaser/s further confirm that he/she/they and/or the Society or Limited Company or Association if and when registered shall not object to or interfere with or raise any dispute regarding construction of the balance Building or Buildings. Wing or Wings or part or parts thereof by the Developers on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developers shall be entitled to either by themselves or through any nominees to construct and complete the said Wing or Wings or Building or Buildings on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s or the Society or Limited Company or Association when formed.



42. The Purchaser/s hereby covenant/s to keep the said premises walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the part of the building/s other than the said premises. The Purchaser/s further covenant/s not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Developers. The breach of these conditions shall amount to breach of fundamental terms of contract and all the consequences of such fundamental breach shall follow. The Developers shall without prejudice to their rights under these presents or under the law shall be entitled to deduct from the payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused by the Purchaser/s and if such payments are not adequate, they shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consent to the same. The decision of the Developers in that regard shall be final and binding upon the Purchaser/s who shall not dispute the decision of the Developers in this regard.

43. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Developers under this Agreement.

44. All letters, receipts and/or notices issued by the Developers despatched under certificate of posting to the address known of the Purchaser/s will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectually discharge the Developers. For this purpose the Purchaser/s have/has given the

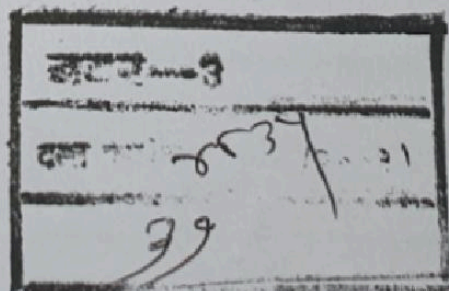


following address : 12/1, M.I.G. Colony, V.R. Nagar,
Kurla (west), Mumbai - 400 079.

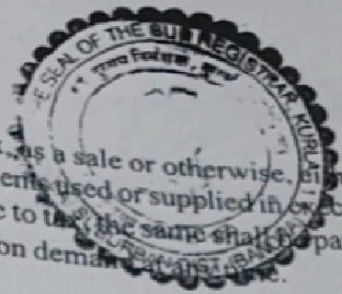
45. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay to the Developers the amount due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform and/or observe any of the conditions and stipulations and conditions and covenants herein contained and on his/her part observed and performed, the Developers shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchaser/s 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/or the said other amounts already paid by the Purchaser/s or any part thereof and the Purchaser/s hereby agree/s to forfeiture of all his/her/their rights, title and interest in the said premises and all amounts already paid and in such event the Purchaser/s shall also be liable to immediate ejection as a trespasser and the right given by this clause to the Developers shall be without prejudice to any claim whatsoever at law or under this agreement of the Developers against the Purchaser/s.

46. If any permission is required to be obtained or any compliance is to be effected of the Urban Land (Ceiling and Regulation) Act, 1976 and/or of the Land Acquisition Act, and/or any Central or State Government Legislation and/or any rules framed thereunder and/or under any other order, notification or ordinance whatsoever by whatever name called, the same shall be complied with by the Purchaser/s and/or the body/ies of the Purchaser/s and/or the Society or Limited Company or the Association when formed in consultation and in co-operation with the Developers and all costs, charges, and expenses if any, that may have to be incurred in connection therewith, shall be borne and paid by the Purchaser/s and/or the Society or Limited Company or Association as the case may be.

47. The Transaction covered by this contract at present is not understood to be a sale liable to tax under the sales tax law. If however, by reason of any amendment to the Constitution or any new enactment or amendment or any other law, Central

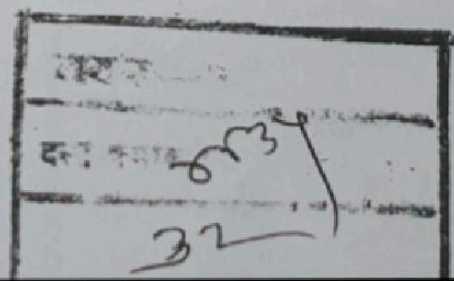


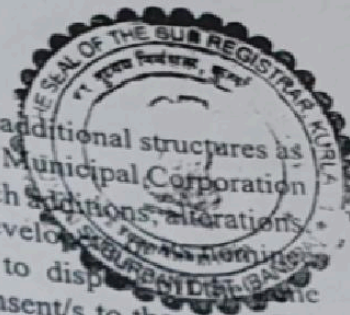
or State, this transaction is held to be liable to tax, as a sale or otherwise, either as a whole or in part any inputs or material or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s along with other Purchaser/s on demand.



48. The Developers shall have right to make additions and/or alterations and raise or put up additional structures on the said property as may be permitted by the Slum Re-development Authority, Municipal Corporation and other concerned authorities. If any portion of the said land and/or the said property is acquired or notified to be acquired by the Government, Municipal Corporation of Greater Mumbai or any other public Body or Authority, the Developers shall be entitled to receive all the benefits in respect thereof and /or Compensatory F.S.I or all other benefits which may be permitted by in lieu thereof. The Developers shall also be entitled to use any additional F.S.I or additional construction they may be permitted by the slum Re-development Authority, the Municipal Corporation of Greater Mumbai or any other Local Body or Concerned Authority on the said land and/or property for any reason whatsoever including F.S.I in respect of adjoining or neighboring or other property. Such additional structures and storeys will be the sole property of the Developers who will be entitled to dispose it in any way they choose and the Purchaser/s hereby irrevocably consent to the same and the Purchaser/s shall not be entitled to raise any objection or to claim any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or to make claim for compensation or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the building being put up and/or if at any time in future further construction on the said property is allowed, the Developers shall always have the right to put up additional construction and storeys and/or consume the balance Floor Space Index and/or additional Floor Space index of any other property in any the other manner whatsoever and the Purchaser/s and/or the society or Limited Company or Association when formed shall not be entitled to claim any share, right, title or interest in any such additional F.S.I as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Developers in any manner they choose. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of any other buildings and/or structures and /or the changes alterations and additions made in the building or buildings or structures on the said property.

49. The Developers or the person nominated by the Developers or the person to whom the right, and benefits conferred under this clause shall have absolute





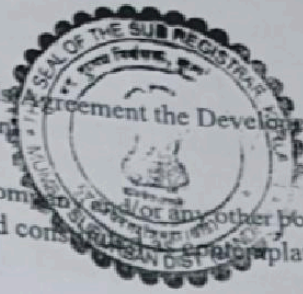
right to make additions alterations raise storeys or put up additional structures as may be permitted by the slum Re-development Authority Municipal Corporation of Greater Mumbai and other Competent Authorities. Such additions, alterations or their assignee as the sole property of the Developer. The Developer shall be entitled to dispense with the consent/s to the same. The terrace of building till the same are/is allotted to any purchaser/s and/or agreed to be sold as well as parapet walls shall the property of the Developers or their nominee or assignee and the Developers or their nominee shall alone be entitled to display advertisements in or over the walls of the tarrace as well as on any portion of the said property including the compound thereof and on walls of such compound and Developers or their nominee shall be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter and the Purchaser/s and all other Purchasers of the premises in the said building shall not be entitled to any abatement in the price of the premises herein. The Developers shall be deemed to be the owner of such premises which have not been allotted and/or acquired and/or agreed to be sold at the time when the said building is transferred as aforesaid and the body of purchasers shall admit the Developers or their nominee as its members in respect of such unsold premises and the Purchaser/s and the Society when formed shall admit new members as per the directions of the Developers as and when the said premises and/or one or more of them are agreed to be sold by the Developers.

50. The Developers are and shall be entitled to sell and/or agree to sell the unsold premises and/or rights to any person or persons who may not be a Purchaser of the premises in the said building and the body of purchasers shall be liable to enroll and admit the Purchaser/s of such premises as their members without demanding, charging, or recovering any amount by way of transfer fees, donation or contribution for any repair or other fund/s and the Purchaser/s hereby agree/s and undertakes not to raise any objection or requisition in that behalf and do hereby irrevocably consent to what is stated here-in-above.

51. Until such time as the entire project is completed and the possession of the building and the said land is delivered to the body of flat Purchasers and the property is transferred to such body the Developers will be entitled, if so desired by the Developers to control the management of the building, realization of the outgoings as referred in the Fifth Schedule and disbursements of the payments to be made and the Purchaser/s along with other premises Purchasers and/or the Society when formed will not have any objection to the aforesaid rights of the Developers.

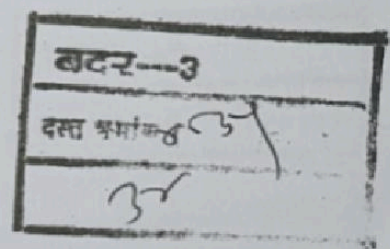
बटरी-३
दस्ता क्रमांक ७३१/२००३
३३

52. Notwithstanding any other provisions of this Agreement the Developers shall be entitled at their sole and absolute discretion to

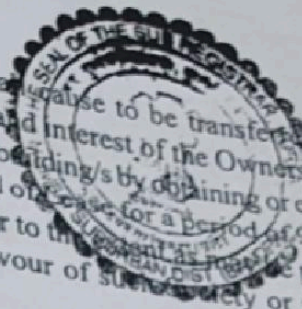


- (a) To have a Society and/or Limited Company or bodies of Purchasers formed and constituted as contemplated herein.
- (b) To cause to be conveyed and/or transferred the building together with land beneath the same in favour of such Society and/or Limited Company and/or other association.
- (c) To cause to be conveyed and/or transferred such appurtenant land if any, along with the conveyance and/or other documents of transfer of the building with the land beneath the same.
- (d) To decide and determine how and in what manner the infrastructure including the common utility areas such as garden and roads may be transferred and/or conveyed.
- (e) To provide for and incorporate covenants and restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and the roads.
- (f) To decide from time to time when and what sort of document of transfer should be executed.

53. On the completion of the entire development of the said property and on receipt by the Developers the full payment of all the consideration money and other amounts due and payable to them by all the holders of all premises in all the buildings the Purchasers of Flats / Shops Offices / Tenements / Garages / Parking Spaces holder shall Co-operate with the Developers in forming/ registering or incorporation of a Co-operative Society or Limited Company or the Association as the case may be and the same shall be subject to the rights of the Developers under this Agreement and Conveyance to be executed in pursuance thereof. When Co-operative Society or Limited Company or the Association is registered or incorporated as the case may be and all the consideration moneys and other amounts due and payable to the Developers in respect of all the premises in all the buildings on the said property are received by the Developers or within four months of the registration of the



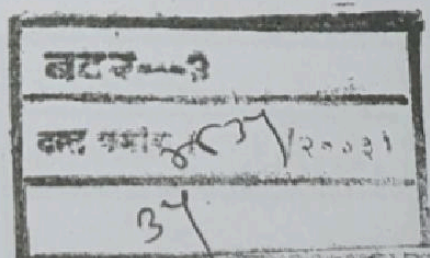
Society whichever is later, the Developers shall assign to the Society or Limited Company all the right title and interest of the Owners and the Developers in the said property together with the building/s by obtaining or executing the necessary Deed of Conveyance or the Deed of assignment for a period of 999 years on annual rent of Rs. 1/- as the case may be (or to the extent permitted by the authorities) of the said building in favour of the Society or Company as the case may be.

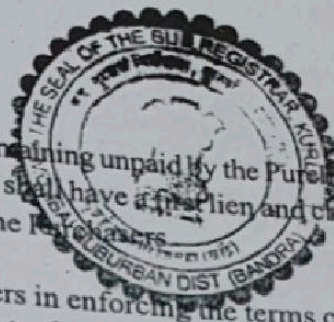


54. The Developers shall if necessary become a member of the Society in respect of their rights and benefits conferred herein. If the Developers transfer, assign and dispose of such rights and benefits herein conferred on them at any time to anybody, the assignee, or transferee thereof shall become the member of the Society or Limited Company or the Association as the case may be in respect of said rights and benefits. The Purchaser/s herein and the Society or Limited Company or Association when formed will not have any objection to admit such assignee or transferee of the Developers as the member of the Society or Limited Company or Association as the case may be.

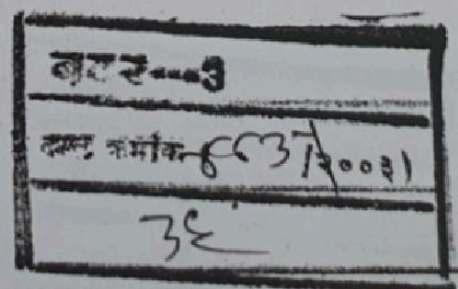
55. The Advocates and Solicitors of the Developers shall prepare and/or approve as the case may be any deed/s documents to be executed in pursuance of this Agreement. All costs charges and expenses including Stamp Duty, Registration charges and all other expenses in connection with the preparation and execution of the deed/s and/or documents as aforesaid including of this Agreement shall be borne, shared and paid by all the purchaser/s of the Flats/ Shops/ Offices/ Tenements/ Garages/ Parking Spaces in the said building/s in proportion to the area of their respective Flat / shop / Office / Tenement / garage / parking space or other premises or by the Society or Limited Company or Association when formed. The Developers shall not be liable to contribute any amount towards such expenses.

56. All costs, charges and expenses in connection with the formation of the Co-operative Society/s or a Company/s of preparing, engrossing stamping and registering all the agreement, deeds of assignment or any other document or documents required to be executed by the Developers including Stamp Duty, registration charges etc. payable in respect of such documents, as well as the entire professional costs of the Advocates and Solicitors of Developers for preparing and approving all such documents shall be borne by the Society/s or Company/s or an incorporated body/s or Association/s as aforesaid proportionately by all the holders of the premises in the said building. The Developers shall not be liable to contribute any amount towards such expenses.





57. The Developers in respect on any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement shall have a first lien and charge on the said premises agreed to the purchased by the Purchaser/s.
58. Any delay or indulgence by the Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.
59. Without prejudice to the rights of the Developers under the Maharashtra Ownership Flats Act 1963 and/or any other Act, the Developers will be entitled to take action against the Purchaser/s if the Purchaser/s does not pay his/her/their proportionate share of outgoings referred to in the Fifth Schedule hereto every month and if he/she/they remain/s in arrears for three month, the Developers will terminate his/her/their Agreement and enter upon the premises and forfeit all the amounts paid by the Purchaser/s on the Developers under this Agreement and resume possession of the said premises.
60. Any additions and alterations in the said premises and/or in respect of the specifications and amenities by the Purchaser/s if agreed by the Developers shall be carried out at the risk and extra costs of the Purchaser/s which shall be paid in advance by the Purchaser/s before the work is carried out by the Developers.
61. PROVIDED AND ALWAYS that if any dispute difference, or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the rights liabilities or the duties of the said parties hereunder, the same shall be referred to arbitration of two persons one to be appointed by each party. The arbitrators shall appoint Third Arbitrator before entering upon the reference. The provisions of the Arbitration & Conciliation Act, 1996 shall apply to such references.
62. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Act 1963 and the Rules thereunder and/or any modifications/s or re-enactment of the Act and/or the rules or any other provisions of law applicable thereto and hereto.



THE FIRST SCHEDULE ABOVE REFERRED TO :



I. Firstly :-

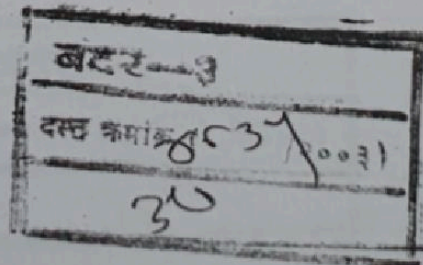
All that piece or parcel of land or ground containing by admeasurement 394 Square yards equivalent to 329.5 Square Meters or thereabouts, but shown admeasuring 146 Square Meters in city survey Property Register Cards situate at Kurla in New Mill Ward in the Registration Sub-District and District of Bombay City and Bombay Suburban bearing non-agricultural Survey No. 131 (Pt), C.T.S. No. 618, 618/1 to 9 of Kurla Village together with Structures thereon bearing No. 214-A and 214-B within the limits of "L" Ward of the Municipal Corporation of Greater Mumbai.

II. Secondly :-

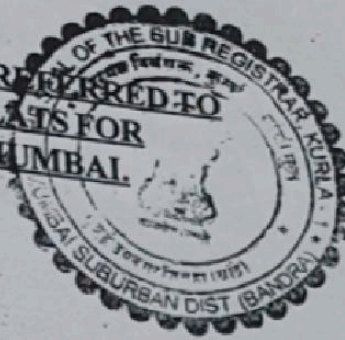
All that piece or parcel of land or ground containing by admeasurement 1,808 sq. yards equivalent to 1511-57 Sq. Meters or thereabouts but shown admeasuring 1168 Square meters in city survey property Register cards situate at Kurla, in New Mill Ward in the Registration Sub-District and District of Bombay City and Bombay Suburban bearing Old Survey No. 215, New Survey No. 237 and non-agricultural Survey No. 137 (part), 131(part), C.T.S. No. 617, 617/1 and 2 of Kurla Village together with a buffalio stable, well with pump, a tin shed and privies standing thereon and assessed by the Kurla Borough Municipality formerly under No. 193 there after under No. 214 and now assessed by the Municipal Corporation of Greater Bombay under 'L' ward No. 2234 and Street No. 214, S.G. Barve Marg, Kurla.

The said two plots form one Compact block of land and it is bounded as follows :-

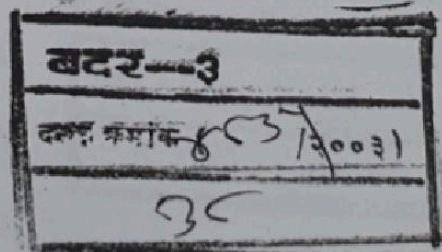
- On or towards the North : (1) Patankar Building.
(2) Prabhakar Toke's Narkar Bldg.
- On or towards the South : Property of Smt. Devibai Madanani of New Modern Talkies.
- On or towards the East : Sapte House of Shri Dipak Sapte
- On or towards the West : S.G. Barve Marg.



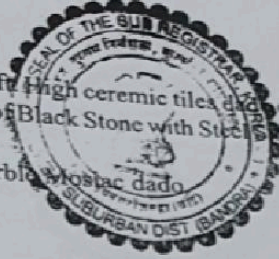
**THE SECOND SCHEDULE ABOVE REFERRED TO
PROPOSED AMENITIES IN FLATS FOR
"WHITE HOUSE" KURLA, MUMBAI.**



- 1) The Structure shall be of R.C.C. frames.
- 2) **FOUNDATION** : Foundation shall be of R.C.C. footing type with adequate depths as per R.C.C. design.
- 3) **WALLS** : All the external walls shall be either of 9" brick masonry or 5" Block Masonary walls & Internal walls shall be of 4" Block Masonary or Half brick masonry with both sides neeru or cement finish plaster in cement mortar 1 : 6, Double Coat External plaster shall be sand faced.
- 4) **STAIRCASE** : R.C.C. staircase shall have tread, riser and Staircase. lobbies, midlanding with Marble. On one side of the stair there will be R.C.C. pardi of 2 ft. - 6" height, with cement handrail.
- 5) **FLOORING** :
 - (a) All living rooms, bedrooms, balconies, lobbies shall be finished with ceramics tiles.
 - (b) Bathrooms and Kitchens will have flooring of ceramics tiles.
 - (c) W.C.'s will have flooring of ceramics tiles.
 - (d) Shops will have flooring of White Marble mosaic tiles.
- 6) **TERRACE** will be finished with waterproof materials.
- 7) **DADO & SKIRTING** :
 - (a) All living rooms, bedrooms, kitchen, lobby, balconies shall have 4" ceramic tiles skirting.
 - (b) Bathroom shall have ceramic tiles upto sill level.
 - (c) W.C. shall have ceramic tiles upto sill level.



- (d) Kitchen platform shall have 2-ft high ceramic tiles on the portion above the platform of Black Stone with Steel sink.
- (e) Shop shall have half inch Marble mosaic dado.

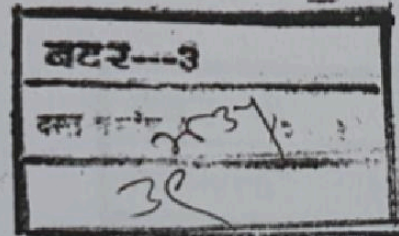


8) **DOOR & WINDOWS :**

- (a) The entrance door shall be 1.5" thick Panel CPT one side sunmica and other side shed in oil paint, it shall have oxidized brass hinges, and brass handles, latch (Tadi), towerbolt, one peephole, letter slit, a safety chain, aluminium number and one brass aldrop in the frontside.
- (b) All baths and W.C. doors shall be Alluminium Powder coated frames and fibre sheets or sintex fitted with oxidized brass hinges and baby latch, towerbolt and handles.
- (c) Other doors shall be commercial flush doors, oil painted with oxidized brass hinges and aluminium towerbolt, tadi and handles as required.
- (d) All windows shall be of Alluminium sliding windows.
- (e) Louvered windows shall be of Alluminium adjustable Frame and glass louvers.
- (f) Shop shall have Shutter

9) **SANITARY & WATER SUPPLY :**

- (a) All Plumbing & sanitary fittings shall be of concealed type.
- (b) All W.C.'s shall have one 23" Indian W.C. Pan and one flushing tank rod.
- (c) All Bathrooms shall have two-bib tap, one aluminium towel rod and one geyser.
- (d) Each flat shall have one wash basin of 10" x 12" size.



10)

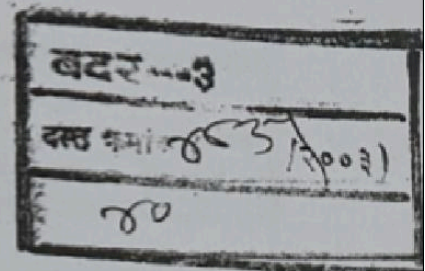
ELECTRICAL WORKS :

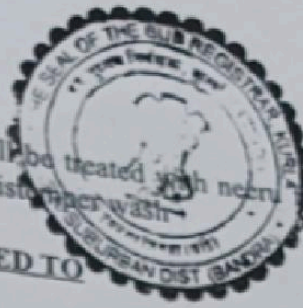
- (a) All wiring shall be of concealed type.
- (b) Living rooms shall have one fan point, 2 light points and one telephone point, and one 15 Amp. Plug point.
- (c) Bedroom shall have one fan point, 2 light points and one plug point.
- (d) Kitchen shall have one light point, two-plug points and one 15 Amp. Plug point.
- (e) Bathroom shall have one light point, one power plug point for geyser.
- (f) W.C. shall have one light point.
- (g) Passage shall have one light point.
- (h) Electrical Bell or buzzer shall be provided in each flat.
- (i) Staircase at every floor shall be provided with one light point.
- (j) One light point shall be provided at entrance of each wing.
- (k) All small Shop shall have 2 light points, 2 plug points, one telephone point,
- (l) All Big Shop shall have 3 light points, 3 plug points, one telephone point,

- 11) **R.C.C. TANKS :** The building shall be provided of R.C.C. overhead tank and R.C.C. suction tank with pump room and pump arrangement as per the requirement of Municipal Corporation.

12) PAINTING WORKS :

- (a) Exterior walls of the building shall be treated with Santex Matt.





- (b) All the interior walls to shall be treated with new white wash plaster and have whitened or distemper wash.

THE THIRD SCHEDULE ABOVE REFERRED TO

Common areas and facilities : Proportionate equal right to the immediate area abutting the main entrance door after the landing on the said floor of the said Building with proportionate right along with all the Purchasers of premises in the said property (applicable in case of flats only).

THE FORTH SCHEDULE ABOVE REFERRED TO

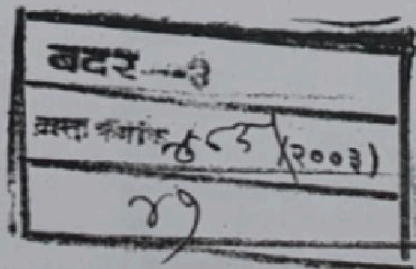
Proportionate right along with all Purchasers of premises in the said building on the said property in limited common in the compound to the extent of 15 feet from the wall of the concerned building area and facilities i.e. to any

1. Staircase
2. Entrance Hall (Lobby)

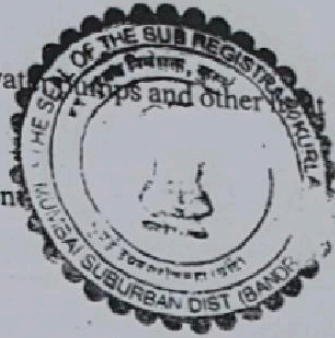
The aforesaid provision is not applicable in case of car parking space, area under garage/open space and any other similar areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The expense of maintenance, repairing, redecorating etc. of the main structure and in particular the roof, gutters and the main pipes of the building, water pipes, and electric wires, cables in under or upon the building and enjoyed or used by the flat holder in common with the other occupants of other flats and the main entrances, passages, landings and staircases of the building and enjoyed by the flat holder or used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. The costs of cleaning and lighting the passage, landing staircase and other parts of the building so enjoyed by the flat holder in common as aforesaid.
3. The costs of decorating the exterior of building.
4. The costs of the salaries of clerks, bill collectors, chowkidars, sweepers, gardener's etc.



5. The costs of working and maintenance of water pumps and other service charges.
6. Municipal and other taxes and ground rent.
7. Insurance of the buildings.
8. Cost of maintenance of the common access road.
9. Cost of maintenance of the gardens and all infrastructures.
10. Such other expenses as are necessary or incidental for the maintenance and up keep of the buildings.

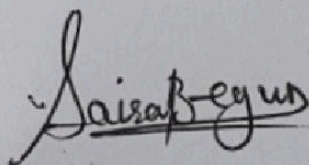


IN WITNESS whereof the parties hereto have hereunto set and subscribed there respective hands and seals the day and the year first hereinabove written.

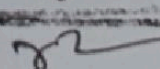
SIGNED SEALED and)
 DELIVERED by the)
 within named)
 DEVELOPERS M/s. REGAL)
 BUILDERS & DEVELOPERS)
 in the presence of)
 SIGNED SEALED and)
 DELIVERED by the)
 within named)
 PURCHASERS)
 Shri/Smt./M/s. SAIRA)
BEGUM ABDUL)
RASHID SHAIKH.)
 in the presence of)

For REGAL BUILDERS & DEVELOPERS

 **PARTNER**



RECEIVED of and from)
 the within named)
 PURCHASER/S a)
 sum of Rs. 50,000/-)
 (Rupees Fifty)
THOUSAND only)
 on or before the execution)

बंदर-३
 वस्तु क्रमांक ४३ (२००३)


of these presents by)
Cheque No. 529730)
dated 21/05/2007. of)
Kusla Nagisik Sahakar)
Bank and Kusla (west))
Branch, Mumbai)



Rs. 50,000

WE SAY RECEIVED
FOR REGAL BUILDERS & DEVELOPERS

WITNESSES:

- 1. 7
- 2. 4

Partners.

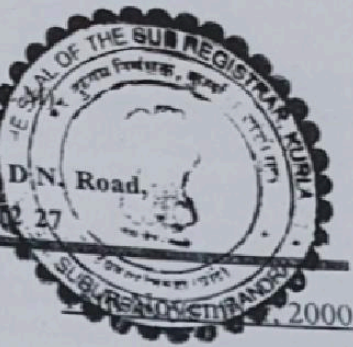
बदर---3
दस्ता बर्मा 37
83

Annexure 'A'

Vinod L. Desai (B. A., L.L.B.)

ADVOCATE HIGH COURT

10, Hornby Building, 2nd Floor, 172/174 D.N. Road,
Fort, Mumbai 400 001. Tel : 207 12 27



TO WHOMSOEVER IT MAY CONCERN

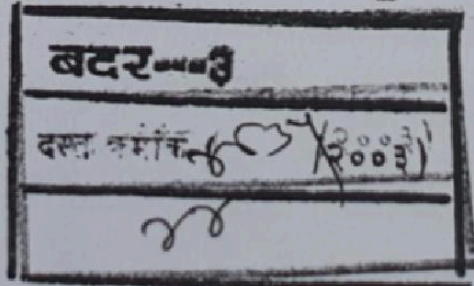
Ref : Land admeasuring about 327.5 square metres bearing C.T.S. No. 618, 618/1 to 9 of Village Kurla, Mumbai, Suburban District Mumbai.

AND

Land admeasuring about 1511.72 square metres bearing C.T.S. No. 617, 617/1 and 2 of Village Kurla, Mumbai Suburban District, Mumbai.

1. Prior to 28th May 1941 one Ismail Badloo Chand was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner all that piece or parcel of land admeasuring about 151 square yards equivalent to about 146 square metres bearing Survey No. 131 (Part) City Survey No. 618, 618/1 to 9 of Village and Taluka Kurla, Mumbai Suburban District Mumbai (hereinafter called "the First Plot") more particularly firstly described in the Schedule hereunder written.
2. Prior to 29th February 1944 one Baurao Ganpat Todkar was absolutely seized and possessed of and otherwise well and sufficiently entitled to as the sole and absolute owner all that piece or parcel of land admeasuring about 1808 Square yards, equivalent to about 1174 Square metres bearing Old Survey No. 215 New Survey No. 237, Non Agricultural Survey No. 137, City Survey No. 617, 617/1 and 2 of Village and Taluka Kurla, Mumbai Suburban District, Mumbai (hereinafter called :the Second Plot") more particularly secondly described in the Schedule hereunder written.
3. By a Deed of Conveyance dated 29th February 1944 made between the said Baburao Ganpat Todkar (therein called 'the Vendor') of One Part

43

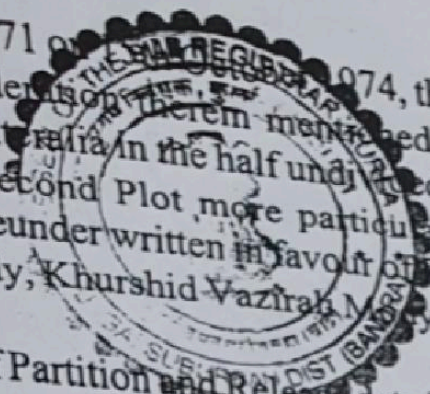


and Shri Hasanally Noorbhai Mody and Shri Vazirally Noorbhai Mody (therein called 'the purchasers') of the other part registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 1287/44 on 13th March 1944, the said Baburao Ganpat Godkar for the consideration therein mentioned sold conveyed and transferred to the said Hasanally Noorbhai Mody and Vazirally Noorbhai Mody the said Second Plot more particularly described in the Schedule hereunder written which by its present description is more particularly Secondly described in the Schedule hereunder written absolutely for ever.

4. The said Vazirally Noorbhai Mody died intestate on or about 12th December 1953 survived by his Widow Smt. Halimabai and two sons Akbaralli and Asgaralli and six daughters Jainabai Ali Akbar Valimohmed, Rukhiabai, Rubab Bai, Bilkis, Khurshid and Salma as his only heirs and legal representatives according to Mohamedan Law by which he was governed.
5. By a Deed of Release dated 19th November 1954 registered in the Books of Sub-Registrar of Assurance at Bombay under Serial No. 7456/54 on 17th August, 1955, the said Jainabai Ali Akbar Valimohamed for the consideration therein mentioned released her entire right, title and interest interalia in the half undivided share of the deceased Vazirali in the said Second Plot more particularly secondly described in the Schedule hereunder written in favour of Smt. Halimabai Vazirali Mody, Akbaralli Vazirali Mody, Asgarali Vazirali Mody, Rukhiabai Vazirali Mody, Rubab Bhai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody.
6. By a Deed of Release dated 3rd March 1959, registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 1737/59 on 27th October 1959, the said Rukhiabai Vazirali Mody wife of Ali Mohammad Hasanali for the consideration therein mentioned released her entire right, title and interest interalia in the half undivided share of the deceased Vazirali in the said Second Plot more particularly Secondly described in the Schedule hereunder written in favour of Akbarali Vazirali Mody.
7. By a Deed of Partition and Release dated 22nd December 1971 registered in the books of sub-Registrar of Assurance at Bombay under Serial

बदर-3
दस्त क्रमांक 78-37-11

No.3890 of 1971 on 15th October 1974, the said Asgarali Vazirali Mody for the consideration therein mentioned released his entire right, title and interest inter alia in the half undivided share of the deceased Vazirali in the said Second Plot more particularly Secondly described in the Schedule hereunder written in favour of Rubab Bai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody.



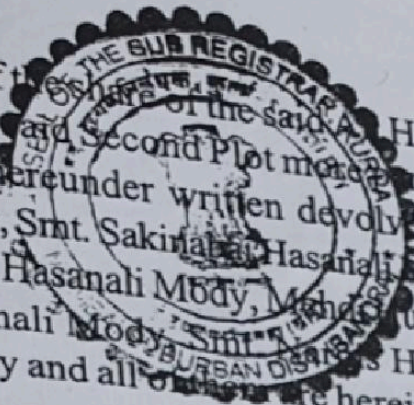
8. By a Deed of Partition and Release dated 22nd December 1971 registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 3891 of 1971 on 15th October 1974 the said Akbarali Vazirali Mody for the consideration therein mentioned released his entire right, title and interest inter alia in the half undivided share of the deceased Vazirali in the said Second Plot more particularly Secondly described in the Schedule hereunder written in favour of Rubabbai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody.

9. The said Hasanalli Noorbhai Mody died intestate on or about 12th December 1965 survived by Shri Kurban Hussein Hasanali Mody, Smt. Sakinabai Hasanali Mody, Smt. Halimabai Hasanali Mody, Ali Hussein Hasanali Mody, Ashiq Hussein Hasanali Mody, Mehdi Hussein Hasanali Mody, Mohamed Hussein Hasanali Mody, Smt. Nargis Hasanali Mody and Smt. Rehana Hasanali Mody as his only heirs and legal representatives according to Mohamedan Law by which he was governed.

10. By a Deed of Partition and Release dated 22nd December 1971 registered in the books of Sub-Registrar of Assurance at Bombay under Serial No. 3892 of 1971, the said Ali Hussein Hasanali Mody for the consideration therein mentioned released his entire right, title and interest inter alia in the half share of the deceased Hasanali in the said Second Plot more particularly Secondly described in the Schedule hereunder written in favour of the said Nargis Hasanali Modi and the said Rehana Hasanali Mody.

11. Upon release of the shares by the said Jainabai, the said Rukhiabai, the said Asgarali and the said Akbarali, the half share of Vazarali in the said Second Plot more particularly secondly described in the schedule hereunder written devolved on the said Halimabai Vazirali Mody, Rubab Bai Vazirali Mody, Bilkis Vazirali Mody, Khurshid Vazirali Mody and Salma Vazirali Mody and all of them are hereinafter referred to as "the heirs of Vazirali".

बदर---3
दस्त कमां ४३५



12. Upon release of the said Second Plot more particularly Secondly described in the Schedule hereunder written devolved on the said Kurban Hussain, the half share of the said Hasanali Mody, Smt. Sakinabai Hasanali Mody, Halimabai Hasanali Mody, Ashiq Hussein Hasanali Mody, Mohamed Hussein Hasanali Mody, Mohamed Hasanali Mody and all others hereinafter referred to as "the heirs of Hasanali".
13. In the events aforesaid which happened the said heirs of Vazirali and the said heirs of Hasanali became seized and possessed of and otherwise well and sufficiently entitled to the said Second Plot more particularly described Secondly in the Schedule hereunder written as the absolute owners thereof.
14. The said Ismail Budloo Chand died intestate on or about 5th March 1962 survived by Shaikh Haroon Ismail, Abdul Latif Ismail and Sairabai Ismail as his only heirs and legal representatives according to Mohamedan Law by which he was governed.
15. On account of disputes between the said Hasanali Noorbhai Mody of One Part and the said Shaikh Haroon Ismail and two others of the other Part, the said Hasanali Noorbhai Mody filed a Suit against the Shaikh Haroon Ismail and another being Suit No. 2605 of 1962 in the Bombay City Civil Court at Bombay praying for declaration that the said Hasanali Noorbhai Mody is the Owner of the said first Plot and that the said Shaikh Haroon Ismail and another had no right, title and interest in the said First Plot more particularly Firstly described in the Schedule hereunder written.
16. The said Sarabai Ismail Shaikh died intestate on or about 6th April 1984 survived by the said Shaikh Haroon Ismail and Shaikh Abdul Latif Ismail as her only heirs and Legal representatives according to Mohamedan Law by which she was governed.
17. By a consent Decree dated 18th September 1987 amended later on 10th January 1997 in the said Bombay City Civil Court Suit No. 2605 of 1962, the said Shaikh Haroon Ismail and Abdul Latif Ismail gave up their right, title and interest in the said First Plot more particularly described

SEAL OF THE SUB-REGISTRAR, MURGA
मुर्गा नगरपालिका, मुर्गा - १४३१०१
SUB-REGISTRAR, MURGA
MURGA, UTTAR PRADESH
firstly in the Schedule hereunder written in favour of the said heirs of
Hasanali absolutely forever on the terms and conditions therein contained.

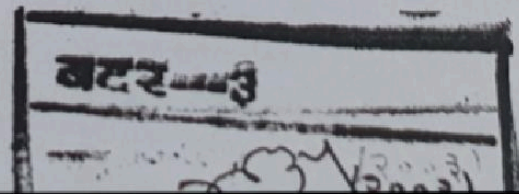
18. In the events aforesaid which happened the said heirs of Hasanali are
absolutely seized and possessed of and otherwise well and sufficiently
entitled to the said First Plot more particularly Firstly described in the
Schedule hereunder written as the absolute owners thereof.

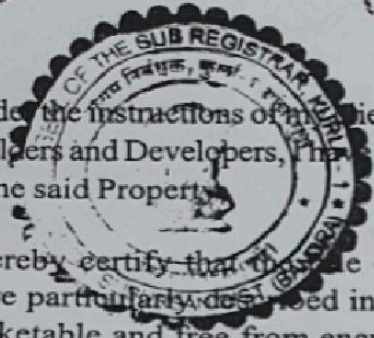
19. The said First Plot and the said Second Plot more particularly described
Firstly and Secondly in the Schedule hereunder written form one compact
bolck of land and the said two plots are hereinafter collectively referred
to as "the said Property".

20. By a Deed of Conveyance dated 29th February 1989 made between the
said heirs of Vazirali and the said heirs of Hasanali (therein called 'the
Vendors') of One Part and Shri Vinod Ravjibhai Makwana (therein called
"the Purchaser") of the Other Part registered in the books of Sub-Registrar
of Assurance at Bombay under Serial No. PBBJ-1337 of 1989 on 23rd
May 1991, the said heirs of Vaziralli and the said heirs of Hasanalli for
the consideration therein mentioned sold transferred and conveyed to
the said Vinod Ravjibhai Makwana (hereinafter called 'the said Owner')
the said property more particularly Firstly and Secondly described in
the Schedule hereunder written absolutely for ever.

21. By an Agreement dated 15th February 1989 made between the said
Owner of One Part and M/s. Tirupati Construction Company of the Other
Part, the said Owner agreed to sell to the said M/s. Tirupati Construction
Company the said property more particularly Firstly and Secondly
described in the Schedule hereunder written on the terms and conditions
therein contained.

22. By an Agreement dated 11th May 2000 made between the said Owner
(therein called 'the Vendor') of the First Part and the said M/s. Tirupati
Construction Company (therein called "the Confirming Party") of the
Second Part and M/s. Regal Builders & Developers (therein and
hereinafter called 'the Purchasers') of the Third Part, said Owner and
the said M/s. Tirupati Construction Company agreed to sell to the
Purchasers the said property more particularly Firstly and Secondly
described in the Schedule hereunder written on the terms and conditions
therein contained.





23. Under the instructions of the clients the said Purchasers namely M/s. Regal Builders and Developers, have investigated into the title of the said Owner to the said Property.

24. I hereby certify that the title of the said Owners to the said Property more particularly described in the Schedule hereunder written is clear, marketable and free from encumbrances of any nature whatsoever and that the said Purchasers have full rights and absolute authority to develop the said property.

बदर---३

THE SCHEDULE ABOVE REFERRED TO

I. FIRSTLY :-

ALL THAT piece or parcel of land or ground containing by admeasurement 394 square yards equivalent to 329.5 square metres or thereabouts, but shown admeasuring 146 square metres in City Survey property Register Cards situate at Kurla in New Mill Ward in the Registration Sub-District and District of Bombay City and Bombay Suburban bearing non-agricultural Survey No. 131(Pt.), C.T.S. No. 618, 618/1 to 9 at Kurla Village together with structures thereon bearing No. 214A and 214-B within the limits of "L" Ward of the Municipal Corporation of Greater Mumbai.

II. SECONDLY :-

ALL THAT piece or parcel of land or ground containing by admeasurement 1808 sq. yards equivalent to 1511.57 sq. metres or thereabouts, but shown admeasuring 1168 square metres in City Survey property Register Cards situate at Kurla, in New Mill Ward in the Registration Sub-District and District of Bombay City and Bombay Suburban bearing Old Survey No. 215, New Survey No. 237 and non-agricultural Survey No. 137 (Part), 131 (Part) C.T.S. No. 617, 617/1 and 2 of Kurla Village together with a buffalo stable, well with pump, a tin shed and privies standing thereon and assessed by the Kurla Borough Municipality formerly under No. 193 thereafter under No. 214 and new assessed by the Municipal Corporation of Greater Mumbai under "L" Ward No. 2234 and Street No. 214, S.G. Barve Marg, Kurla.

बदर---३
दस्तावेज नं. ४३/२०३१
४९

The said two Compact block of land and it is bounded as follows :-

On or towards the North

- (1) Patankar Building
- (2) Prabhakar Toke's Narkar Bldg.

On or towards the South

Property of Smt. Devibai Madanani
of new Modern Talkies.

On or towards the East

Sapte House of Shri Dipak Sapte.

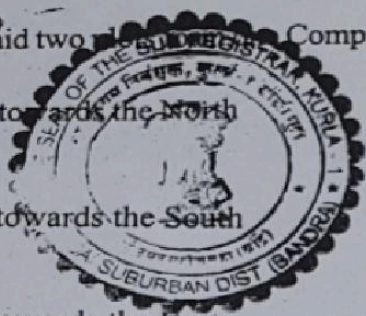
On or towards the West

S.G. Barve Marg.

Dated this 15th day of November, 2000.

S/d-
(VINOD L. DESAI)
Advocate High Court, Bombay.

बदर-3
दस्ता क्रमांक 8(3) 2000
40



बदर-3