
AGREEMENT

For

Sale of Flat/~~Shop/Garage~~

in

LAXMI PALACE

on

OWNERSHIP BASIS

At

F. Plot No. 161, T. P. S. III
Ghatkopar (East),
Bombay-400 077.

By

M/s. RAJESH BUILDERS

Impound No 347/02

Stamp No.

Taken No

Date: 23/7/02

OFFICE OF THE
BY. INSPECTOR GENERAL OF REGISTRATION
AND

BY. CONTROLLER OF STAMPS (ENFORCEMENT) BOMBAY

Received from Neela Ramdas Karmali a sum
of Rs. 13700/- (Rs. Thirteen thousand
towards Stamp duty. Seven hundred only)

Certified under chapter IV, Section 35/40/41 of the
Bombay Stamp Act, 1958 that the proper Stamp duty
of Rs. 13700/- and Penalty of Rs. 27400/-

Total (Rs. Forty one thousand one hundred only)
have been paid in respect of the instrument.

137,000/-



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CONTROLLER



THIS AGREEMENT made at Bombay this 22nd day of November in the year One Thousand Nine Hundred Seventy Nine Between MESSRS RAJESH BUILDERS, a partnership firm, hereinafter referred to as the "BUILDER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners for the time being of the said Messrs RAJESH BUILDERS, their survivors or survivor and the heirs, executors and administrators of such last survivor) of the One Part

Smt. Neela Ramdas Karmali

of Bombay Indian Inhabitant, hereinafter referred to as the "FLAT HOLDER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors administrators and permitted assigns) of the Other Part;

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WHEREAS:

a) By a Conveyance dated the 29th day of October 1973 and made between (1) Mansukhlal Dahyalal Zaveri, (2) Jaisukhlal Dahyalal Zaveri and (3) Mahendra Dahyalal Zaveri of the one part And (1) Gordhanddas K. Thakkar, (2) Sushila J. Raveshia, (3) Aruna L. Raveshia, (4) Radhabai H. Karia, (5) Lilavati J. Karia and (6) Piyush D. Karia and has been lodged for registration with the Sub-Registrar of Assurances at Bombay Under Serial No. S- 3188 of 1973 on 17th December 1973, the said Gordhanddas K. Thakkar and others have purchased the said property more particularly described in the Schedule hereunder written;

b) By an Agreement dated the 3rd day of March 1978 and made between the said Gordhandas K. Thakkar and others of the one part and (1) Smt. Savitri G. Thakkar, (2) Gordhandas K. Thakkar (H.U.F.) (3) Bharati Prafful Dedhia and (4) Jitendra Morarji Dedhia all of Bombay Indian Inhabitants carrying on business in partnership in the name of RAJESH BUILDERS of the other part, the said Gordhandas K. Thakkar and others have agreed to sell to the said Rajesh Builders the property more particularly described in the Schedule hereunder written;

c) The said Rajesh Builders have paid to the Vendors the full consideration amount payable to the Vendors on the 15th August 1979 and are put in possession by the Vendors Gordhandas K. Thakkar and others;

d) Under the said Agreement for Sale dated the 3rd March 1978 on the possession being handed over to Messrs. Rajesh Builders as aforesaid, they were entitled to develop the said plot of land and start the construction work thereon;

e) Under the said Agreement the said Messrs RAJESH BUILDERS have been authorised to sell on what is known as "ownership basis" the shops, offices and premises and for all other uses permitted by the appropriate authority in the building to be constructed by them at such price and on such terms and conditions as the said Messrs Rajesh Builders may at their own discretion deem fit and receive the moneys in respect of such re-sales and to enter in the usual ownership agreements for the purpose;

f) By an Order dated the 16th August 1978 bearing No. C(ULC)/SR/6(1)22/516, permission under the Urban Land (Ceiling and Regulation) Act, 1976 has been granted for re-development of the property under section 22 of the said Act.

g) The Plans of the building comprising of ground and 5 upper floors to be constructed on the said plot of land have been sanctioned by the Municipal Corporation of Greater Bombay under their No. CE/BPES. A-N/3360 dated 26th March 1979 and the commencement certificate has also been granted on 18th July 1979 and the specifications of such building have been drawn up by the said Builders as annexed hereto;

h) The Builder have commenced construction of a building on the said plot in pursuance of the said sanctioned building plans and the said specifications;

i) The Flat Holder has taken inspection of the said sanctioned plans as also has been furnished with the copies of the documents set out in Rule 4 of the Maharashtra Ownership Flats (Regulations of the Promoter of Construction, etc.) Rules 1964, (hereinafter referred as the said Rules") including those hereinabove recited which the Flat Holder doth hereby confirm. The said plans have been kept open for inspection at the site of the building as also at the office of the Builders;

j) The title of the said plot has been duly certified by Messrs V.A. Phadke & Company, Advocates, & Solicitors by his certificate of title, a copy whereof is hereunder reproduced.

k) The Builder will sell the Tenements in the said building constructed as aforesaid on the said Plot on ownership basis with a view ultimately that the purchasers of all such flats shops and garages (hereinafter for brevity's sake collectively referred to as the "Premises in such building should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960 or they should incorporate a Limited Company under the Companies Act 1956 with themselves as share holders (hereinafter for brevity's sake referred to "as the said Organisation) and upon each of the purchasers of the Premises in such building paying in full amounts payable by him to the Builder for purchase of the premises in such building and strictly complying with all the terms and conditions to be observed and performed by each of such purchasers with the Builder for purchase of the premises in such building and strictly complying with all the terms and conditions to be observed and performed by each of such purchasers with the Builder. The Builder shall subject to the permission under the Urban Land (Ceiling and Regulation) Act, 1976 convey or cause the said Plot and the Building to be constructed thereon conveyed to the said Organisation.

l) The Flat Holder has agreed to purchase from the Builder, the premises being flat|garage|shop No. 6 on the 2nd floor of the said building for the price and subject to the terms and conditions thereafter contained.

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M. 21.51.

m) The Flat Holder in the agreement shall unless repugnant to the context or meaning thereof also include the plural of "Flat Holder" and the Feminine Gender of the "Flat Holder".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows'

1. The Flat Holder hereby agrees to purchase from the Builder, the Premises being flat|shop|garage No. Four on the Second floor of the said building on the said plot shown on the sketch thereof annexed hereto and (hereinafter for brevity's sake referred to as the "said premises") at or for the lump sum price of Rs. 1,37,000/- (Rupees One Lac thirty Seven thousand Only) and on the terms and conditions hereinafter set out and on the detailed terms and conditions hereinafter set out and on the detailed terms and conditions annexed hereto. The said purchase price of the said premises shall be paid by the Flat Holder to the Builder in the manner given below:

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- 1) Rs. 30000/- as the earnest money on execution hereof;
- 2) Rs. 20000/- on or before 20/12/79 1979;
- 3) Rs. 20000/- On or before 20/1/80 1979;
- 4) Rs. 20000/- On or before 20/2/80 1979;
- 5) Rs. 20000/- On or before 20/4/80 1979;
- 6) Rs. 20000/- On or before 20/6/80 1979;
- 7) Rs. 7000/- being the

balance of immediately on
the immediately possession
of the said premises, being
offered to the Flat Holder.

Total Rs. 1,34,000/- (Rupees One Lakh Thirty Four Thousand Only)



2. The name of Building on the said PLOT SHALL ALWAYS BE THE "LAXMI PALACE" and subject to the approval of the Asst. Registrar, Co-operative Societies, Bombay, the name of the Co-operative Society that may be formed by the Flat Holder with the Purchasers of the other premises shall be preceded by the words "LAXMI PALACE".

3. The detail terms and conditions on which this agreement has been arrived at between the parties hereto have been annexed hereto and that the said terms and conditions shall form an integral part of this Agreement.

4. The said Premises shall be occupied only for being used as
The Flat Holder shall not make use of the Premises for any other purpose without the consent of the Builders till the said Plot with building thereon is transferred to the Organisation and thereafter without the consent of the said Organisation.

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

THE SCHEDULE ABOVE REFERRED TO :

ALL that plot of land bearing Final Plot No. 161 of the Town Planning Scheme, Ghatkopar No. III (Final), Ghatkopar, Greater Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement 1053.5 square metres equivalent to 1260 square yards or thereabouts and bearing C.T.S. No. 5834, Village Ghatkopar and bounded as follows: that is to say, on or towards the North by Final Plot No. 168; on or towards the West by Final Plot No. 162; on or towards the South by Final Plot No. 160 and on or towards the East by 60 feet wide Ratilal B. Mehta Road.

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21/11

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21/11

Signed Sealed and Delivered by)
 the withinnamed Messrs Rejesh)
 Builders in the presence of)

Arulthir

Signed Sealed and Delivered by)
 the withinnamed Flat Holder Smt. Neelza)
 Ramdas Kanani.)
 in the presence of)

AT 21/11/79 + 10/11/79.

RECEIVED of and from the withinnamed)
 Flat Holder a sum of Rs. 30000/-)
 (Rupees Thirty thousand Only)
 in cash/by cheque No. 079522)
 dated 20/11/79 on Union bank of India)
 Banking being the earnest money to be)
 paid by him to us as mentioned in)

Rs. 30000/-

WITNESSES

WE SAY RECEIVED:

Arulthir

Arulthir

TABLE OF FURTHER PAYMENTS

Date	Amount	Signature of Builder	Signature of Purchaser
10.1.80	Rs 10000/- by cheque	<i>Arulthir</i>	
15.1.80	Rs. 10000/- by cheque	<i>Arulthir</i>	
3.3.80	Rs. 10000/- by cheque	<i>Arulthir</i>	
8.4.80	Rs. 10000/- by cheque	<i>Arulthir</i>	
21.5.80	Rs 10000/- by cheque	<i>Arulthir</i>	
19.6.80	Rs 10000/- by cheque	<i>Arulthir</i>	
3.1.81	Rs. 10000/-	<i>Arulthir</i>	
		<i>Arulthir</i>	

.....TO ALL TO WHOMSOEVER IT MAY CONCERN : ..

By a Conveyance dated the 29th day of October 1973 and made between (1) Mansukhlal Dahyalal Zaveri, (2) Jaisukhlal Dahyalal Zaveri and (3) Mahendra Dahyalal Zaveri of the one part and (1) Gordhandas K. Thakkar, (2) Sushila J. Raveshia, (3) Aruna L. Raveshia, (4) Radhabai H. Karia, (5) Lilavati J. Karia and (6) Piyush D. Karia of the Other Part and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. S-3188 of 1973 on 17th December 1973, the said Gordhandas K. Thakkar and five others have purchased the said property more particularly described in the Schedule hereunder written.

By an Agreement dated the 3rd day of March 1979 and made between the said Gordhandas K. Thakkar and Five others of the One Part And (1) Smt. Savitri G. Thakkar, (2) Gordhandas K. Thakkar (H.U. F.), (3) Bharati Prafful Dedhia and (4) Jitendra Morarji Dedhia all of Bombay Indian Inhabitants carrying on business in Partnership in the name of RAJESH BUILDERS of the Other Part, the said Gordhandas K. Thakkar and others have agreed to sell to the said Rajesh Builders the property more particularly described in the Schedule hereunder written.

The said Rajesh Builders have paid to the Vendors Gordhandas K. Thakkar and Five others the full consideration amount payable to the Vendors on the 15th August 1979 and Messrs. Rajesh Builders are put in possession by the Vendors Gordhandas K. Thakkar and Five others.

Under the said Agreement for Sale dated the 3rd March 1978 on the possession being handed over to Messrs. Rajesh Builders as aforesaid, they were entitled to develop the said plot of land and start the construction work thereon.

By an Order dated the 16th August 1978 bearing No. C(UIC)|SR 6|1|22|517, permission under the Urban Land (Ceiling and Regulation) Act, 1976, has been granted for re-development of the property.

Under the said Agreement the said Messrs. Rajesh Builders have also been authorised to sell on what is known as "Ownership basis" the shops, offices, and premises in the building to be constructed by them under the Development Scheme.



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on 21.11.

We have investigated the title of the said (1) Gordhandas K. Thakkar, (2) Sushila J. Raveshia, (3) Aruna L. Raveshia, (4) Radhabai H. Karia, (5) Lilavati J. Karia and (6) Piyush D. Karia, the purchasers under the Conveyance dated the 29th October 1973, in respect of the property more particularly described in the Schedule hereunder written AND WE HEREBY CERTIFY the title of the said (1) Gordhandas K. Thakkar, (2) Sushila J. Raveshia, (3) Aruna L. Raveshia, (4) Radhabai H. Karia, (5) Lilavati J. Karia and (6) Piyush D. Karia to the said property more particularly described in the Schedule hereunder written is clear marketable and free from all encumbrances subject to the provisions of the Urban Land (Ceiling and Regulation) Act, 1976, applicable to the said plot.



..... THE SCHEDULE ABOVE REFERRED TO :

ALL that plot of land bearing Final Plot No. 161 of the Town Planning Scheme, Ghatkopar No. III (Final), Ghatkopar, Greater Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban containing by admeasurement 1053.5 square meters equivalent to 1260 square yards or thereabouts and bearing C.T.S.No. 5834, Village Ghatkopar and bounded as follows : that is to say, on or towards the North by Final Plot No. 168; on or towards the West by Final Plot No. 162; on or towards the South by Final Plot No. 160 and on or towards the East by 60 feet wide Ratil B. Mehta Road.

Bombay, dated this 12th day of September 1979.

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V. A. PHADKE & CO.
ADVOCATES AND SOLICITORS,
HIGH COURT, BOMBAY

..SCHEDULE OF SPECIFICATIONS**....TYPE OF CONSTRUCTION :**

The frame work of the building shall be of R.C.C. The external walls shall be of 9" thick brick masonry or 6" thick R.C.C. Wall and the external Partition wall shall be of 6" thickness brick wall or 4" thick R.C.C. wall. The Internal plaster shall neeru finished and the external plaster shall be one coat sand faced. All the walls, ceiling, painting etc. shall be of superiors fine colour wash, staircase wall shall have marble Mosaic steps.

DOORS & WINDOWS :

All the doors and Windows shall be of T.W. The door shall be Commercial Flush type excepting doors of Bath & W.Cs. which shall be of Panell type with top pannell of glass. All the fittings of doors and windows shall be of Aluminium excepting hinges which shall be of Iron. All windows and Ventilators shall be provided with Iron grill. All the woodwork shall be Oil Painted. All doors and windows flush with walls shall be provided with T.W. cover moulding.

.FLOORING & TILING :

All the flooring of the living room, balcony, passage and bedrooms of the flats, shall be white mosaic tiles and 5" skirting shall also be provided on the walls, except balconies.

KITCHEN :

The flooring of each kitchen shall be of Sahabad Tandur & Black Cuddappa tiles. Platform for Cooking shall be provided with Marble on its top and glazed tiles dado shall be provided upto height of 2'-0" over the platform. One attached R.C.C. Sink shall be provided. One Marble Paniara in each Kitchen shall be provided. One Indirect tap shall be provided in each kitchen, Formica Shutters shall be provided.

...BATH & W.C. :-

The flooring of bath shall be of glazed tiles, and dado shall be of glazed tiles. One Marble washing stone shall be provided in one bath. One shower and one towel rod shall be provided in each bath. The flooring of W.C. & dado upto window sill level high of glazed titles. A wash basin shall be provided at a suitable place near the Bath & W.C. Loft will be provided over Bath & W.C.

.. ELECTRIC :-

The wiring shall be concealed and copper. Following points shall be provided in each flat. Domestic line shall be provided in each flat subject to permission of the B.S.E.S. Ltd. The complete work shall be carried out as per Bombay Suburban Electric Supply Ltd, requirements.



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Points will be provided as under :—

- Living Room:—** Two Fan Point with two Fan 48" size, two light points, and one plug point for light.
- Bed-Rooms :** One Fan Point, One Domestic Point, One light point and one plug point.
- Kitchen :** One Fan point, One light point, one Domestic point and one plug point.
- General :** One light point in each Bath & W.Cs. and Passage. One light point to each floor landing in staircase and in pump room. One light point to entrance of the building one light point in each Balcony. All the Material shall be of the Indian make which are available in Market. Each flat shall be provided with Bell Point with Buzer.
- Plumbing :** There shall be one tap in each kitchen, bath, W.Cs. and in wash basin. One glazed wash basin shall be provided in each flat with a mirror over it. The rain water and other pipes shall be of A.C.

TERRACE :—

The flooring shall be broken Marble Mosaic Cement tiles pieces.

COLOUR :—

The Building shall have neeru finished with three Coats of lime colour wash from inside and outside sand faced plaster with two coats of lime colour.

GENERAL :—

Cement concrete flooring all around the building shall be provided. Overhead and under ground water tank with two pumps and pump room as per Municipal Rules. Brick Masonry compound wall shall be provided all around the boundry of the flat.

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**Terms and Conditions forming integral
Part of the Agreement**



1. The Flat Holder hereby agrees to pay all amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being essence of the contract. It is expressly agreed between the parties that the Builder is not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount on their respective due dates.

Regular
payment

2. The Flat Holder has prior to the execution of this Agreement inspected and satisfied himself about the title of the said Plot and no requisition or objection shall be raised on any matter relating thereto, and that the Flat Holder hereby accepts the title of the said Plot.

Title

3. It is hereby expressly agreed and declared that the Builder will have absolute right and authority to make such changes in the said building plans as the Builder may from time to time deem it necessary in the course of construction of the said Building provided such change in plans and construction does not affect the shape, size and location of the said Premises and the Flat Holder hereby irrevocably gives his consent to the Builder for making such change.

Right to amend
the plans

4. The Builder will sell all the premises in the said building on ownership basis with a view ultimately that the Purchasers of all the premises in such building should form themselves into the said Organisation and upon the Purchasers of all the premises in such building paying in full their respective dues payable by them and complying with all terms and conditions of their respective agreements with the Builder, the Builder shall subject to such permission of such authority as and

Conveyance

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if it may be necessary under any Law for the time being in force including the Urban Land (Ceiling and Regulation) Act, 1976 convey the said Plot with the building which is being constructed thereon in favour of the said Organisation or at the option of the Builder the Purchasers of all the premises in such Building should submit the said Plot and the Building thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing Declarations and Deeds of Apartment as required by the said Act.

Payments
before
possession

5. Under no circumstance the possession of the said Premises shall be handed over by the Builder to Flat Holder unless and until all the payments required to be made under this Agreement by the Flat Holder have been so made to the Builder.

Notice for
possession

6. The possession of the said Premises shall be handed over by the Builder to the Flat Holder PROVIDED ALL the amounts including the price of the said Premises deposits payable under clauses 10 and 11 hereof are paid to the Builder in full. The Flat Holders shall take possession of the said premises within seven days after Builder giving a notice to the Flat Holder intimating him that the said Premises is ready for use and occupation.

Tentative
date of
possession

7. Subject to the Flat Holder making full payment of all the amounts due by him under this Agreement the possession of the said Premises shall be delivered by the Builder to the Flat Holder on or before 25th Jan - 81, 1980. The Builder shall not incur any liability if they are unable to deliver possession of the Premises by the date aforesaid if of completion of the building is delayed by reason of non availability of steel or cement or any other building material or by reason of war, civil commotion, or any act of God, or if non-delivery of possession is as a result of any notice, order rule or notification of the Government or the Municipal Authorities or any other authority or court of law or tribunal or on account of the Municipal Authorities not granting water connection or on account of the circumstances beyond the Builders' control, or any other unavoidable, unforeseen or inevitable circumstance. (CEMENT DELAY)

Right to
terminate
agreement

8. If for any reason the Builder is unable or he fails to give possession of the said Premises to the Flat Holder by the date specified in Clause 7 above, its extension or by a period during which any one or more of the reasons set out in clause 7 prevail or to any further date or dates agreed to by and between the parties hereto, then and in that case, the Flat Holder shall be entitled to terminate this Agreement in which event the Builder shall, within two weeks from such termination refund to Flat Holder the amount that may have been received by the Builder from the Flat Holder in terms hereof in respect of the said Premises together with simple interest on such amounts at the rate of 9% per annum from the date of receipt of each of such amounts till payment. Over and above the payment of interest as aforesaid the Builder shall also pay to the Flat Holder a sum of Rs. 500/- as liquidated damages.



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9. Upon the Flat Holder taking possession of the said Premises he shall have no claim against the Builder as regards the quality of the Building material used for construction of the said Premises or otherwise whatsoever. Builder released on possession

10. Commencing a week from the date of the occupation Certificate that may be granted by the Municipal Authorities in respect of the Building on the said Plot the Flat Holder shall pay on or before the 5th day of every month to the Builder until the said Plot and the Building thereon is transferred to the Organisation or till the same is submitted to the provisions of the said Maharashtra Apartment Ownership Act, 1970 a sum of Rs. _____ p.m. towards the proportionate share that may be ascertained by the Builder of (a) the insurance premium for insuring the said Building against fire, riot and civil commotion etc. (b) the Municipal rates, charges and taxes and all other outgoings that may from time to time be levied on or incurred in respect of the said Plot and building thereon and (d) the charges for the maintenance and management of the said building including wages and salaries of watchmen, sweepers etc. The Flat Holder shall keep deposited with the Builder before taking possession of the said Premises, a sum of Rs.

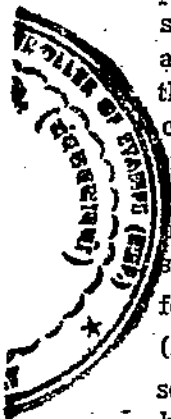
(Rupees _____ hundredonly) for payment of the aforesaid expenses and outgoings as also the deposits referred to in the paragraph 11 hereof and Rs. 250/- as contemplated by clauses 43 and 44 hereof. The said sums shall not carry any interest and will remain with the Builder until said Plot and building thereon are transferred to the said organisation or upon the said plot with the building thereon being submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970. The said deposit or the balance thereof shall be paid over by the Builder to the said Organisation or to the Condominium of the Flat Holders only and the Flat Holder shall not be entitled to demand repayment or the account thereof. The Flat Holder shall also keep deposited with the Builder a sum of Rs. 251/- (Rupees two hundred and fifty one only) as share money and entrance fee to the said Organisation.

11. The Flat Holder hereby agrees that in the event of any amount by way of premium or security deposit to the Municipal Corporation of Greater Bombay or to the State Government or Betterment charges or Development tax or Security Deposit for the purpose of giving water connection or any other tax or payment of a similar nature including I.D.O. Deposit and occupation Deposit or any other Deposit becoming payable by the Builder the same shall be reimbursed by the flat holders to the Builder in proportion to the area of the said Premises and in determining such amount the decision of the Builder shall be conclusive and binding upon the Flat Holder. Reimbursement of deposits

12. Without prejudice to the rights and remedies available to the Builder under the provisions elsewhere contained in the foregoing agreement in that connection, the Flat Holder shall be liable to pay and the Builder shall be entitled to recover from the Flat Holder interest at the rate of 18% per annum on all the amounts remaining unpaid to the Builder under clause I hereof or otherwise from the due date thereof till payment.

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Liability to maintain Premises.

13. After the possession of the said Premises is handed over to the Flat Holder, he shall maintain the said Premises at his own costs in good and tenantable repair and condition and shall not do or suffer to be done anything to the said building the said Premises staircases and common passages which may be against the rules or bye-laws of the Municipal Corporation of Greater Bombay or other authority not shall the Flat Holder change alter or make addition in or to the said Premises or to the said Building or any part thereof. The Builder shall not be responsible for the forfeiture of the I.O.D. Deposit or any other penalty or fine imposed by the Municipal Authorities on account of the unauthorised alteration or addition that may be made by the Flat Holder or by the Purchasers of any other Premises, contained in the Building on the said Plot.

Nature of Right

14. Nothing contained in these presents is intended to be nor shall be construed to be a grant demise or assignment in law of the said Premises or of the said Plot or the building thereon or any Part thereof to the Flat Holder by the Builder.

Restriction on alienation.

15. The Flat Holder shall not let, sub-let, sell, transfer or assign his interest or benefit under this Agreement till all the dues payable by him to the Builder under this Agreement are fully paid up and until he obtains previous consent in writing of the Builder in that behalf.

Transfer of Property to Organisation.

16. The Flat Holder along with the Purchasers of other premises in such building shall form themselves into the said Organisation or submit the said Plot and building thereon to the provisions of the said Maharashtra Apartment Ownership, Act, 1970,. Upon the Flat Holder along with the Purchasers of the other premises forming themselves into the said Organisation. the Builder shall subject to such permission of such authority as and if may be required under the Urban Land (Ceiling and Regulation) Act, 1970 convey or get conveyed the said Plot with the Building which is being constructed thereon to such Organisation. Upon the said plot and building thereon being submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 the rights of the Flat Holder as the Owner of the said Premises will be regulated by the Provisions of the Bye-laws or the provision of the Memorandum and Articles of Association of such Organisation or the Bye-law of the Condominium of the Flat Purchasers as the case may be.

Membership to Organisation

17. The Flat Holder shall take if necessary, requisite shares of the said Organisation and this Agreement shall be treated as an irrevocable application and consent to become a member of the said Organisation by the Flat Holder and for allotment of shares thereof to the Flat Holder.

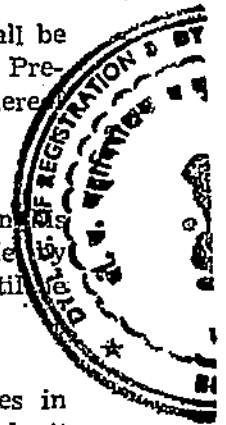
Application to be Member

18. That Flat Holder shall from to time to time sign all applications papers and documents and do all acts, deeds, and things as the Builder and/or the said Organisation may require for becoming a member of the said Organisation.

19. The Flat Holder shall observe and perform all the bye-laws and the Rules and Regulations which the said Organisation may adopt.

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20. The Builder shall co-operate with the Flat Holder and the Purchasers of the Other premises in such Building in formation and registration of the said Organisation as aforesaid for the purposes of management of the said Plot and the Building thereon, as also if necessary for submitting the premises in such building to the provisions of Maharashtra Apartment Ownership Act, 1970.

Formation of the common Organisation.

21. The Flat Holder shall keep the said premises and its external and partition walls, sewerages, pipes and appurtenances of the said building in tenantable repairs so as to support shelter and protect the parts and members of the said building other than the said Premises.

Repairs of common portions.

22. The Flat Holder shall permit the Builder the said Organisation and his|their surveyors and agents with or without workmen at all reasonable time and from time to time to enter into and upon the said Premises or any part thereof to view and examine the condition of the said Premises and for the purpose of repairing any part of the said building as also for the purpose of maintaining rebuilding cleaning lighting and keeping in order and condition all services, including drains pipes cables water pipes gutters, wires, structures used for the said building as also for the purpose of laying down, maintaining and repairing and testing drainages and all other pipes and electric wires and for similar other purpose.

Facilities for repair

23. After possession of the said Premises is handed over to the Flat Holder, if any addition or alteration for repairs about or relating to the said building is required to be carried out by the Government, Municipality or any other authority or public body, the same shall be carried out by the Flat Holder in co-operation with purchasers of the other premises in such building at his own cost and the Builder shall not be in any manner liable or responsible for the same.

Liability to repair after possession.

24. The Flat Holder shall not decorate the exterior side of the said Premises otherwise than in a manner agreed to with Builder.

Restriction on external decoration

25. The Flat Holder shall not be entitled to claim partition of this share in the said plot and/or the building thereon and the same shall always remain undivided and impartible provided that the Flat Holder shall have right to the said Flat and common amenities that shall attach thereto in the event of the said Plot and Building thereon being submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970.

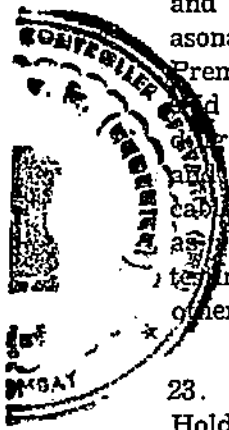
Property to be impartible.

26. The Flat Holder shall not throw dirt, rubbish, or other refuse in the compound or any portion of building.

Restrictions on nuisance.

27. The Flat Holder shall not use the said Premises or permit the same to be used for any purpose whatever other than as a private dwelling house and/or residence or for any purpose which may or likely to cause nuisance or annoyance to the occupiers of the neighbouring properties nor for any illegal or immoral purpose.

Restrictions on user of the premises.



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27. 21. 3.

Restrictions on storage.

28. The Flat Holder shall not store in the said Premises any goods of hazardous or combustible nature or which are too heavy damage the construction or the structure of the building.

Bar on Nuisance.

29. The Flat Holder shall not cause or create noise or nuisance to other Flat Holders by allowing pounding of condiments and grinding on the masala stone or by any other similar act.

Builder's right to terminate the agreement.

30. If the Flat Holder commits default in payment to the Builder of any of the instalments aforesaid or other payments to be made hereunder on their respective due dates (time in that behalf being the essence of contract) the Builder shall be at liberty to terminate this agreement in which case the said deposit or earnest money paid by the Flat Holder to the Builder shall stand forfeited. The Builder shall however, on such termination, refund to the Flat Holder the instalments or part payment if any which may have till then be paid by the Flat Holder to the Builder but without any further amount by way of interest or otherwise and deducting there from any dues in respect of the additional work done in the said Premises, interest due hereunder and the amount of loss suffered by the Builder on resale of the Premises any other amount which may be found due and payable by the Flat Holder and on the Builder terminating this Agreement under this Clause the Builder may deem fit at such price as the Builder may determine at the risk of the Flat Holder and the Flat Holder shall not be entitled to question such sale or to claim any amount whatsoever from the Builder.

Liability and consequences for increased taxes.

31. In case the Flat Holder gives the said Premises on leave and licence basis or any other basis and if on that account the Municipal Authorities or any other Authority charge the Municipal or other taxes at an increased rate, the Flat Holder hereby agrees to pay such excess Municipal Taxes in respect of the said Premises. In case the Flat Holder fails to pay such excess Municipal Taxes the Flat Holder shall alone be liable to pay all the costs and bear consequences whether directly indirectly or remotely resulting from such non-payment.

Right restricted to the premises.

32. Save and except on the said Premises hereby agreed to be acquired, the Flat Holder shall not claim right to any other part of the said building i.e. to any of the open spaces, parking places, garages, terraces, unutilised F.S.I. that may be granted by the Municipal Authorities within five years from the date of conveyance of the said Plot and the Building hereby contemplated as aforesaid, and the same will remain the property of the Builder until the same is transferred to the Organisation and that upon the said Plot and the Building thereon being transferred to the said organisation as aforesaid the document to transfer the same shall contain necessary covenant reserving to the Builder's the aforesaid rights or such of them as the Builder may desire, provided that in the event of the said property being submitted to the provisions of the Maharashtra Apartment Ownership, Act, the Flat Holder shall only be entitled to the said Premises together with the rights as may be set out in the Declaration as to the common areas and facilities.

Lien for unpaid amount.

33. The Builder shall in respect of any amount unpaid by the Flat Holder under the terms and conditions of this Agreement have a lien on the said Premises agreed to be acquired by the Flat Holder.

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34. The Flat Holder shall not do or cause to be done any act or thing which may render void or voidable the insurance Policy of the Builder or whereby the rate of premium payable in respect thereof is increased. Act to effect insurance.
35. Any delay or indulgence of the Builder in enforcing the terms of this agreement or any forbearance or giving time to the Flat Holder shall not be construed as a waiver on the part of the Builder of any breach. No waiver by indulgence.
36. This Agreement shall always be subject to the Provisions contained in the said Act and the said Rules or any statutory modification or re-enactment thereof or any other provision of Law applicable thereto. Agreement subject to M. O. F. act.
37. If the floor space index available on the said Plot is not fully consumed by construction of the said Building on the said Plot in pursuance of the said plans or if any additional floor space index is available by modification or relaxation of Municipal Rules in that behalf, the Builder will be entitled to consume such unused floor space index or the additional floor space index by construction of additional premises on the said building at any time within 5 years (1) from the date the said Plot and building being submitted to the provision of the Maharashtra Apartment Ownership Act, 1970 and sell the premises in such additional construction on ownership basis by the Agreement in the form similar or as near as possible to the form of this Agreements and that the Purchasers of such additional premises shall be entitled to be members of the Organisation that will be formed by the Purchaser along with the other Purchasers of the remaining Premises of such building. The Conveyance of the said plot with the Building thereon in favour of the said Organisation or the said declaration shall contain a suitable covenant reserving the rights of the Builder as contemplated by the foregoing clause. F. S. I.
38. In the event of any portion of the said Plot being notified for set back prior to the transfer of the Builder's interest in the said Plot in favour of the said Organisation or prior to the said property being submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 the Builder alone shall be entitled to receive the amount of such set back land. Compensation for set back.
39. The Builder shall be entitled to sell the Premises in the said building for purpose of using the same as bank dispensaries, nursing homes, maternity homes, coaching classes and for other residential or non-residential purpose and the Flat Holder shall not object to the use of the other premises in such building for the aforesaid purpose by the Purchaser thereof.. User of other premises.
40. All notices to be served on the Flat Holder by the Builder under this Agreement or otherwise shall be deemed to have been duly served if sent to the Flat Holder by prepaid post under certificate of posting at his address at Ocean Co. of N.S. ind, Block NO - 6 Add. for notice.

Vallabhrao Ramchandra Ghantkote (E) - 77.

[Signature]

01. 21. 51.



Flat Holder
to lodge
agreement for
registration.

41. The Original hereof shall remain with the Flat Holder who will lodge the same for registration with Sub-Registrar of Assurances at Bombay and the Builder will attend the sub-registry and admit execution thereof after the Flat Holder sends written intimation of the number and date on which the same is lodged for registration.

Legal formalities
for transfer of
property.

42. Shri V.A. PHADKE & CO. of the Builder shall prepare and or approve as the case may be the Conveyance of the said Plot with the Building thereon or any other document in favour of the Organisation as also the bye-laws or the Memorandum and Articles of Association in connection with the formation registration and/or incorporation of the said Organisation, or the Declarations and Deeds of the Apartment and Bye-laws of Condomination.

Expenses for
transfer of
property.

43. All costs charges and expenses, including stamp duty Registration charges and other expenses in connection with preparation and execution of the conveyance of the said Plot with Building thereon and any other document (whether incurred heretofore or to be incurred hereafter) to complete the title of the said Organisation to the said Plot and the Building thereon as also in connection with the formation registration and incorporation of the said Plot the building thereon as also in connection with the formation registration and incorporation of the said Organisation, and also on the Declaration and Deeds of Apartment to be prepared for submitting the said property to the provisions of Maharashtra Apartment Ownership Act, 1970 as the case may be shall be borne shared and paid by the Flat Holder in proportion to the area of the said premises.

Expenses of this
agreement.

44. The Stamp duty, Registration charges and all other costs of and incidental to this agreement shall be born and paid by the Flat Holder.

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07.21.51.

Dated this 20th day of November 1979

Messrs RAJESH BUILDERS

to

Rs. 13700/- S.D.

Rs. 27400/- Pen.

Smt. Neela Remedas Kanani

Agreement For Sale

of

Flat / ~~Shop~~ / Garage

Ad No. ~~(1)~~ ¹⁰ on Second Floor.

01-21-51.

in

LAXMI PALACE

at

F. Plot No. 161. T. P. S. III
R. B. Mehta Marg,
Ghatkopar (East), Bombay-400 077.

Messrs V. A. Phadke & Co.

Advocates & Solicitors.