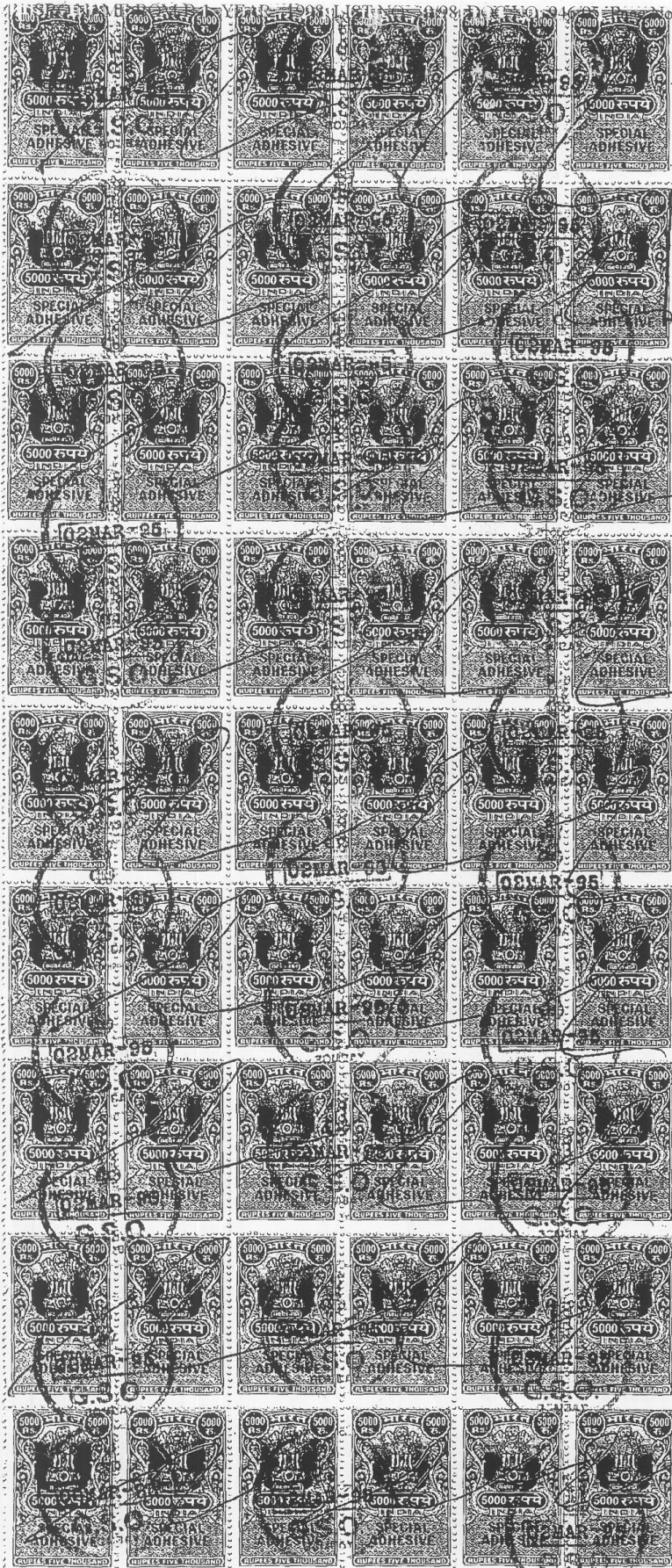


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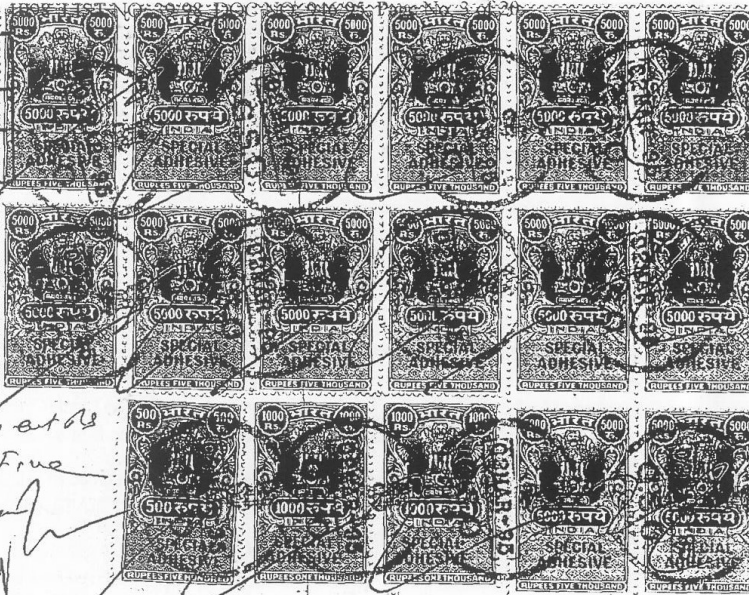
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AGREEMENT

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For Superintendent of Stamps
Bombay



THIS AGREEMENT made and entered into at Bombay this 15TH day of MARCH 1995
BETWEEN M/S. TRISONS BUILDERS, a registered partnership firm, having their office at "ALSID" 34,
St Andrew's Road, Bandra (W), Bombay 400 050, hereinafter referred to as the "BUILDERS" (which
expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include
the partner or partners constituting the said firm., the survivor or survivors of them, the heirs, executors,
administrators and assigns of the last surviving partner) of the ONE PART AND (1) MR. TIKAM
LAKHANEY & (2) MRS. REKHA LAKHANEY Indian Inhabitants, hereinafter
referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning
thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the
OTHER PART:

WHEREAS:-

- A. That Mr. Ivan Joseph Baptista is the Owner of the property bearing C.T.S. No.F/462, admeasuring 1,215 sq. mts equivalent to 1015.8 sq. metres or thereabouts situate at 15th Road, T.P.S.III, Bandra (W), Bombay 400 050, in the Registration District and Sub-District of Bombay City and Bombay Suburban and more particularly described in the Schedule hereunder written and hereinafter referred to as the "said property".
- B. By an Agreement dated 30th day of July, 1992, the said Mr. Ivan Joseph Baptista, (hereinafter called the "Owner"), has granted development rights in respect of the said property to the Builders herein. The Owner and the Builders have obtained the necessary No Objection Certificate from the Appropriate Authority under the provisions of the 269 UC of the Income Tax Act, 1961, bearing Certificate No. AA/9913 Certs/92-93 dated 11th September, 1992.
- C. Pursuant to the said Agreement, the Builders have been put in possession of the said property by the said Owner to enable the Builders to carry on with the development of the plot by demolishing the existing structure and sell the flat on what is known as "ownership basis".
- D. The said building is being constructed under the supervision of M/s. Pushkar Consultants, Architects. The plans for the proposed building has been prepared by M/s. Pushkar Consultants, the Architects and B.M.C. approval has been obtained vide I.O.D.No. CE /9770 /BSII /AH dated 16th February, 1993 and Commencement Certificate No. CE /9770 /BSII /AH dated 22.11.1993
- E. The copies of the Certificate of Title issued by Mr. Jerome F. Saldanha, Advocate for the Builders, copies of the Property Card in respect of the said property and the copies of the plans of the premises agreed to be purchased by the Purchaser/s approved by the concerned local authority have been annexed hereto and marked Annexures "A", "B", & "C" respectively.
- F. While sanctioning the said plans, the concerned local authority and/or government has laid down certain

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terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders while developing the said land and the said building, and upon the due observance and performance of which only the Completion and Occupation Certificates in respect of the said building shall be granted by the Municipal Corporation of Greater Bombay.

- G. The Purchasers, have applied to the Builders for allotment of Flat No. 41 on the 4th floor in the building "LE CHATEAU" under construction at 15th Road, T.P.S.III, Bandra (West), Bombay 400 050.
- H. Prior to making the application as aforesaid as required by the provision of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976, the Purchaser/s has/have made a declaration to the effect that neither the Purchaser/s nor the member of his/her/their family (family as defined under the Urban Land (Ceiling and Regulation) Act, 1976 own a tenement house or building within the limits of Greater Bombay.
- I. Relying upon the said application and declaration, the Builders agreed to sell to the Purchaser/s a flat being Flat No. 41 on the 4th floor of the Building "LE CHATEAU" at the price and on the terms and conditions hereinafter appearing.
- J. The Purchaser/s however, want the Builders to construct only the internal walls of the flat and plaster the external walls of the building. The Purchaser/s desire to and have agreed to carry on all the internal work in the said flat at his/her own costs through any other agency to be appointed by the Purchaser/s. The Builders have acceded to the said request of the Purchaser/s and agreed to sell the flat being Flat No. 41 on the 4th floor of the building "LE CHATEAU" situate at 15th Road, T.P.S.III, Bandra (West), Bombay 400 050, for a total consideration of Rs 62,00,000/- (Rupees SIXTY TWO LACS only).
- K. The parties hereto have executed a Memorandum of Understanding dated _____, (a copy of which is annexed hereto and marked Exhibit "D") and since then, the parties herein have applied in 37-1 Form to the Appropriate Authority and have obtained the No Objection Certificate No. AA/BOM/14508/94-95 dated 25-7-94 from the Appropriate Authority under Section 269 UD (1) of the Income Tax Act, 1961.
- M. Under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Builders are required to execute a written agreement for sale of the said flat being in fact these presents and also to get the same registered under the Indian Registration Act, Act 16 of 1908).

IT IS NOW AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1) The Builders shall construct the said building known as "LE CHATEAU", consisting of six or more upper floors, at the discretion of the Builders, on the said property in accordance with the plans, designs & specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
- 2) The Purchaser/s has/have seen the building plans in accordance with which the said building is to be constructed. The Builders shall be entitled to make such changes in the building plans (including change of user of the area therein) as the Builders may from time to time determine and as may be approved by the Municipal Corporation of Greater Bombay and other concerned authorities and the Purchaser/s hereby agree/s to the same. This shall operate as a irrevocable consent of the purchaser/s to the Builders carrying out such changes in the building plans. IT IS HOWEVER EXPRESSLY AGREED by the Builders that the Builders shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said premises agreed to be purchased by the Purchaser/s as hereinafter stated.
- 3) The Purchaser/s has/have given prior to the execution of this agreement satisfied himself/herself/themselves about the title of the Builders to the said Property and the Purchaser/s shall not be entitled to further investigate the title of the Builders to the same or to their rights to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. A copy of the Certificate of Title issued by Mr.J.F.Saldanha, Advocate, is hereto annexed and marked Annexure 'A'. The Purchaser/s shall purchase the premises hereinafter mentioned on the basis of the said certificate.
- 4) The Builders shall sell and the Purchaser/s shall purchase from the Builders Flat No. 41 on the 4th floor of the said building, "LE CHATEAU", (hereinafter for brevity's sake referred to as the said premises). The plan in respect of the said premises is hereto annexed and marked Annexure 'C'.
- 5) The carpet area of the said premises is 1160 sq. feet and shall consist of three bedrooms, drawing room, bathrooms, toilets and kitchen. Changes on the proposed plan or size of the flat shall be made by the Builders

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at their descretion. In case of any increase or decrease in the area of the flat, the price shall be adjusted accordingly on pro-rata basis.

- 6) It is hereby agreed that the Builders shall construct only the bare walls of the said flat and shall plaster the external walls. All the internal works in the said flat shall be carried out by the Purchasers alone and at their own costs through any other agency which is competent to carry out such work. The Builders will not be responsible for the same in any manner whatsoever.
- 7) It is hereby agreed that the said internal work shall be carried out by the Purchasers within three months from the Builders handing over the possession of the said flat to the Purchasers for the purpose of carrying out the internal work.
- 8) The Purchaser/s shall pay to the Builders the sum of Rs. 62,00,000/- (Rupees SIXTY TWO LACS only) as the purchase price in respect of the said premises. The purchase price of Rs. 62,00,000/- Rupees SIXTY TWO LACS only) is inclusive of the proportionate price of common areas and facilities of the said building. The said purchase price however does not include the internal works which are agreed to be carried out by the Purchasers as stated hereinabove.
- 9) The said purchase price Rs. 62,00,000/- (Rupees SIXTY TWO LACS only) shall be paid by the Purchaser/s to the Builders in accordance with the installments as under: 23-3-94
- a) Rs. 30,00,000/- as earnest money has been paid on the execution of the M.O.U. dated _____;
 - b) Rs. 10,50,000/- on receipt of the N.O.C. from the Appropriate Authority u/s.269 UL (3) of the I.T.Act, 1961;
 - c) Rs. 9,00,000/- on completion of the plinth;
 - d) Rs. 7,00,000/- on completion of the First Slab;
 - e) Rs. 3,00,000/- on completion of the Second Slab;
 - f) Rs. 1,00,000/- on completion of the Third Slab;
 - g) Rs. 1,00,000/- on completion of the Fourth Slab;
 - h) Rs. _____/- on completion of the Fifth Slab;
 - i) Rs. _____/- on completion of the Sixth Slab;
 - j) Rs. _____/- on completion of the Seventh Slab;
 - k) Rs. _____/- on completion of the Eighth Slab;
 - l) Rs. _____/- on completion of the Ninth Slab;
 - m) Rs. 50,000/- on possession of the said flat for the purpose of carrying out the internal work in the said flat.
- 10) It is hereby expressly agreed that, the time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract. In the event of the Purchaser/s making any default in the payment of any one installment of the purchase price, the Builders will be entitled to terminate this Agreement and and in that event all the monies paid hereunder by the Purchaser/s shall be refunded to the Purchaser/s by the Builders (but without any interest, compensation, damages or costs) 60 days after the termination of this Agreement, and the Builders shall be entitled to sell and/or dispose of the said premises in favour of any third party and the Purchaser/s herein will have no right to object such sale/disposal of the said premises by the Builders.
- 11) Without prejudice to the above and the Builders other right's under this Agreement and/or in law the Purchaser/s shall be liable to pay to the Builders interest at the rate of 18% per annum on all amounts due under this Agreement, if such amounts remain unpaid for seven days or more after becoming due.
- 12) The Builders agree to give possession of the said premises to the Purchaser/s on or before January, 1996, subject to availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as a quick flood or any other natural calamities and act



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of enemy or other cause beyond the control of the Builders. If the Builders fail to give possession of the said premises to the Purchaser/s on the aforesaid date and/or such further date as may be mutually extended then, it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Builders shall forthwith, on demand, refund to the Purchaser/s all the monies paid by the Purchaser/s to the Builders herein together with simple interest at the rate of 9% per annum from the date of receipt of the respective amounts by the Builders and until such amounts is refunded such amount and interest shall be a charge on the said property to the extent of the amounts due to the Purchaser/s provisions of this clause shall be subject to what is provided in Section 8 of the Maharashtra Ownership Flats Act, 1963.

- 13) The Purchaser/s shall have no claim save and except in respect of the premises agreed to be purchased by him/her/them. All open spaces, lobbies, terrace areas etc., will remain the property of the Builders until the whole building is transferred to the proposed Co-operative Housing Society as hereinafter mentioned on the Execution of the Deed of Assignment but subject to the rights of the Builders as hereinafter stated.
- 14) It is hereby expressly agreed that the terrace on the said building shall always belong to the Builders and they shall be entitled to deal with and dispose of the same in such a manner as they may deem fit. In the event of the Builders obtaining permission from the Municipal Corporation of Greater Bombay for construction of any type of premises on the terrace of one or more floors, then the Builders shall be entitled to dispose of such premises constructed by them on the terrace together with the terrace to such person at such rate on such terms as the Builders deem fit. The Builders shall be entitled in that event to allot the entire terrace to the Purchaser/s of such premises constructed on the terrace. The proposed Co-operative Housing society that may be formed by the Purchaser/s of premises in the said building shall admit as its members the purchasers of premises that may be constructed on the terrace along with the terrace. In the event of any water/storage/ tank, lift room for the building being constructed on the terrace then the proposed Co-operative Housing Society shall be entitled to depute its representative to go to the terrace for the regular checkup and upkeep and for repairing the tank at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser/s of the premises on the terrace and the proposed Co-operative Housing Society as the case may be.
- 15) Until the execution of the Deed of Assignment in favour of the proposed Co-operative Housing Society & until the execution of the Deed of Assignment as hereinafter mentioned the Builders shall have a right, if so permitted by the Municipal Corporation of Greater Bombay, to make additions to the said building under construction and to put up additional storeys on the said building which shall be the property of the Builders and the Builders will be entitled to dispose off the same in such manner as they may deem fit. Similarly until the execution of the Deed of Assignment in favour of the proposed Co-operative Housing Society the Builders shall if so permitted by the Municipal Corporation of Greater Bombay be entitled to construct additional structure or structures on the said property and to dispose off the premises in such additional structure or structure in such manner as the Builders may deem fit. In the event of the Builders constructing additional storeys on the said property, the Purchasers of the premises in all the structures on the said property shall form a common Co-operative Housing Society. It is hereby expressly agreed and confirmed by the Purchaser/s that the right of developers to construct additional structures on the said property or to put up additional floors on the building now under construction is an integral part of this contract for sale of the said premises to the Purchaser/s and the Purchaser/s will not in any manner object to the Builders constructing such additional structures or carrying out any additional construction work on the said building now under construction. Nor will they charge the Builders any amount/sum of money for permission to construct the new floor/floors. The Purchaser/s hereby give/s his/her/their/ irrevocable consent to the Builders carrying out construction of additional storeys and additional structures as aforesaid. All such additional construction/s shall be carried out in accordance with and in conformity with the plans as may be approved by the Municipal Corporation of Greater Bombay. The Purchasers of the flat/s of the newly constructed areas will be accepted as members of the co-operative Housing Society.
- 16) It is hereby expressly agreed and provided that as long as it does not in anyway affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builders shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their right, title or interest in the said property or in the building to be constructed by the Builders. Any mortgage or any other encumbrance created by the Builders shall be cleared by the Builders on their own prior to giving possession of the said property and building premises to the proposed Co-operative Housing Society.
- 17) As soon as the said building is notified by the builders as complete each of the Purchaser/s of the premises (including the Purchaser/s herein) shall pay the respective arrears of the price payable by them within fifteen

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days of such notice served individually or to be displayed in any prominent place in the said building. If any of the Purchaser/s fail to pay the arrears inspite of the notice, the Builders will be entitled to terminate the agreement with such Purchaser/s and there upon all the monies paid by the said Purchaser/s to the Builders in respect of the premises agreed to be purchased by him/her/them within 60 days of such termination be refunded by the Builders to the Purchaser/s.

- 18) The building shall be constructed and completed in accordance with the plans and specifications as approved by the Municipal Corporation of Greater Bombay with such modifications thereto as may be made by the Builders as hereinabove set out and if any defect in the building or materials used or any unauthorized change in the constructions is brought to the notice of the Builders within a period of 3 years from the date of handing over the possession of the said premises to the Purchaser/s, it shall where ever possible be rectified by the Builders without further charge to the persons who have purchased premises in the said building and in other cases the Purchaser/s of flats shall be entitled to receive reasonable compensation for such defect or change from the Builders. In case there shall be any dispute as regards any defect in the building or materials used or any unauthorized change in the construction, or as to whether it is reasonably possible for the Builders to rectify any such defect or change or regards the amount of reasonable compensation payable in respect of such defect or change which cannot be or is not rectified by the Builders the matter shall within a period of 3 years from the date of handing over possession be referred to the decision of the authority specified in Sub-Section (2) of Section 7 of the Maharashtra Ownership Flats Act, 1963.
- 19) The Builders shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s.
- 20) Commencing from the date the Builders obtain completion/part occupation certificate for the said building and so long as the premises in the said building shall not be separately assessed for Municipal property taxes, water rents and outgoings, the Purchaser/s shall pay to the Builders Rs. 2000/- every month towards his/her/their share of Municipal Taxes, water tax other outgoings mentioned in the Fourth Schedule hereunder written assessed on the whole building, such proportion to be on the basis of area of the premises to be purchased by the Purchaser/s.
- The Purchaser/s shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Bombay, B.E.S.T., Undertaking and other Authorities and local bodies and shall attend to, answer and be responsible for actions violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
- 22) The Purchaser/s hereby agree/s to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further the Builders are 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 or amounts on the respective due dates.
- 23) The Purchaser/s hereby covenant/s with the Builders to pay the amounts liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builders indemnified against the said covenants and conditions except so far as the same ought to be observed by the Builders. The Purchaser/s also agree and undertake/s to give all the facilities to the Builders to carry out additional construction work on the building now under construction and/or construction of additional structures on the said property without any claim or demand of any nature whatsoever.
- 24) The Purchaser/s hereby agree/s to become members of the Co-operative Housing Society of the Flat/open terrace/garage/car parking space Purchaser/s in the building as and when the respective premises are occupied by the Purchaser/s in the new building and sign and execute the application for registration of the Society and other papers and documents for the formation and registration of the said society. No objection shall be raised to the bye-laws to be adopted as required by the Registrar of co-operative societies. The Purchaser/s shall be bound from time to time to sign all papers and documents and all other things as the Builders may require him/her/them to do for safe guarding the interest of the Builders and other Purchaser/s of other premises in the said building. Failure to comply with the provisions of this clause shall ipso facto terminate this Agreement. The Purchaser/s shall insure that as and when the Builders shall so require the proposed Co-operative Housing society pass the necessary resolution confirming the rights of the Builders to carry out additional construction work on the said building and also to construct additional structures on the said property.

- 25) The Purchaser/s hereby agree that in the event of any amount becoming payable by way of premium the Municipality or to the State Government or any amount becoming payable by way of betterment charges or development taxes or any other payment of a similar nature in respect of the said property described in the First Schedule hereunder written and/or the structure or structures to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Builders in the proportion in which the area of the said premises shall bear to the total area of all the premises in the said building.
- 26) The Purchaser/s shall on demand deposit with the Builders a sum of Rs. 2000 (Rupees TWO THOUSAND only) towards the installation of electric meter and/or any other deposit to be paid by the Builders to the Municipal Corporation of Greater Bombay and/or any other authority or body concerned. The Purchaser/s shall on the execution of this Agreement deposit with the Builders a sum of Rs. 260 (Rupees TWO HUNDRED AND SIXTY only) towards the share and entrance fee of the proposed Co-operative Housing Society. In the event of any additional amount becoming payable in respect of the aforesaid items the Purchaser/s shall forthwith on demand pay the same to the Builders.
- 27) The Purchaser/s shall, at the time of payment of the installments mentioned in Clause 9 hereinabove, pay to the Builders a sum of Rs. 20,000 (Rupees TWENTY THOUSAND only) to be held by the Builders as deposit without interest and the Builders shall be entitled to utilise monies from deposit towards payment of Municipal Taxes, and other out goings in the event of the Purchasers making any default in the payment thereof regularly as agreed to herein by him/her/them. After the proposed Co-operative Housing Society as aforesaid shall have been formed and the buildings shall have been transferred and/or conveyed to the Society as aforesaid, the Builders shall hand over the said deposit or the balance thereof to such proposed Co-operative Housing Society. If the property shall have been submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 the said deposit shall be handed over to the Association of Apartment Owners.
- 28) The Purchaser/s shall not let, sub-let, transfer, assign, or part with the Purchasers interest or benefit factors of this Agreement or part with the possession of the flat/shop/open terrace/garage/car parking space until all the dues payable by the Purchaser/s to the Builders under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non observance of any of the terms or conditions of this Agreement and until the Purchaser/s has/have intimated the same in writing to the Builders.
- 29) The Purchaser/s shall permit the Builders and their surveyors and agents with and without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and/or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or other similar purposes and also for the purpose of cutting off the water supply to the premises or any other premises in the building in respect whereof the Purchaser/s or the occupiers of such other premises as the case may be shall have committed default in paying his/her/their share of water tax and /or other outgoing and the electric charges.
- After the possession of the premises is handed over to the Purchaser/s if any, additions or alterations in or about or relating to the said building is required to be carried out by the Government, Municipality or any other statutory Authority, the same shall, be carried out by the Purchaser/s of premises in the building at his/her/their own costs and the Builders shall not be in any manner liable or responsible for the same.
- 31) The Purchaser/s shall do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increase premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building.
- 32) After all the structure that may be constructed by the Builders on the said property are complete and ready and fit for occupation and after the proposed Co-operative housing Society as aforesaid is registered and only after all the premises in all the structures that may be constructed have been sold and disposed off by the Builders and the Builders have received all dues payable to them under the terms of the Agreements with various Purchasers of premises the Builders shall execute and/or cause to be executed by the persons concerned a Deed of Assignment in respect of the said property and all the structures constructed thereon in favour of the proposed co-operative housing Society or execute or cause to be executed a separate deed of Assignment in respect of each premises as hereinabove provided. Until the execution of the Deed of Assignment as aforesaid, the possession of the said property and all the structures thereon shall be deemed to be of the Builders.

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33) The Purchaser/s shall, at the time of making payment of the installments in Clause 9, deposit with the Builders the following amounts:

- i) Rs. 4000 /- (Rupees FOUR THOUSAND only) for legal charges.
- ii) Rs. 260 /- (Rupees TWO HUNDRED AND SIXTY only) for share money/application entrance fee of proposed Co-operative Society.
- iii) Rs. 3000 /- (Rupees THREE THOUSAND only) for the formation and registration of the proposed Co-op. Housing society.
- TOTAL- Rs. 7260 /- (Rupees SEVEN THOUSAND TWO HUNDRED SIXTY only)

34) The Builders shall utilise the said sum of Rs. 7260 /- (Rupees SEVEN THOUSAND TWO HUNDRED AND SIXTY only) paid by the Purchaser/s to the Builders for meeting all legal costs, charges and expenses including professional costs of the Attorney at law/Advocates of the Builders in connection with the formation of the said Society, Preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Assignment. In case there shall be deficit in this regard, the purchasers shall forthwith on demand pay to the Builders the proportionate share to make up such deficit.

35) The Deed of Assignment and other documents for transferring the title shall be prepared by the Advocate of the Builders and the same shall contain such covenants and conditions as the Advocate for the Builders shall think reasonable and necessary having regard to the development of the said property.

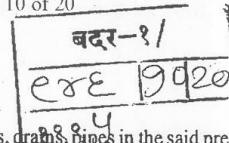
36) Any delay or indulgence by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s shall not be considered as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Builders.

The Builders shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said building of which the aforesaid premises form part of and the Purchaser/s shall have no right to require the endorsement thereof or any of them at any time.

38) The Purchaser/s for himself/herself/themselves, with the intention to bring all persons in whosever's hands the said premises may come, doth hereby covenant with the Builders as follows:-

- a) To maintain the said premises at the Purchaser/s own costs in good and tenantable repair and condition from the date the possession of the said premises are taken and shall not do or suffer to be done anything in or to the building in which the said premises are situated, staircase or any passages which may be against the rules, regulations or by-laws of the concerned local or other authority or changed or alter or make additional into the building in which the said premises are situated and the said premises itself or any part thereof.
- b) Not to store in the said premises any goods which are of hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the building in which the said premises are situated and in case any damage is caused to the building in which the said premises are situated or the said premises on account of negligence or default of the Purchaser/s in this behalf, the Purchasers shall be liable for the consequence of the breach.
- c) To carry out at his own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. 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 consequence thereof to the concerned local 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 additions or alterations in the elevation and outside colour scheme of the building

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in which the said premises are situated and shall keep the portion, 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 other parts of the building in which the said premises are situated and shall not chisel or in any other manner damage the columns, beams, walls slabs or RCC pards or other structural members in the said premises without the prior written permission of the Builders and/or the proposed Co-operative Housing Society. In case on account of any alterations being carried out by the Purchaser/s in the said premises (whether such alterations are permitted by the concerned authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to drains) the Purchaser/s shall at his/her/ their costs and expenses repair such damage (including recurrence of such damage).

- e) 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 land and building in which the said premises are situated.
- f) Pay to the Builders within seven days of demand by the Builders, his share of the security deposit demanded by the concerned local authority or government for providing water, electricity or any other service connection to the building in which the said premises are 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 authorities and/or government and/or any other public authority on account of change of user of said premises by the Purchasers.
- h) The Purchaser/s shall observe and perform all rules and regulations which the proposed co-operative housing society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building's rules, regulations and bye-laws for the time being of the concerned local authority of the government and/or other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the proposed co-operative housing society regarding the occupation and the use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement.
- i) Till the deed of Assignment of the building in which the said premises are situated is executed the Purchaser/s shall permit the Builders and their survivors and agents with or without workmen and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and conditions thereof.
- j) To observe and perform all the terms, conditions and covenants to be observed and performed by the Purchaser/s as set out in this agreement (including in the recitals thereof).



Letters, receipts and/or notices issued by the Builders dispatched under Certificate of Posting to the address know to them of the Purchasers shall be sufficient proof of receipt of the same by the Purchaser/s and shall complete and effectively discharge the Builders. For this purpose, the Purchaser/s has/have given the following address:

X
✓

PARK VIEW
7TH FLOOR, 24 T.P.S. RD.
BANDRA, BOMBAY 400050

Tel.No. _____

- 40) If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Builders any part of the amount due and payable to the Builders under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time herein-after specified or if the Purchaser/s shall in any other way fail to perform any of the covenants and stipulations contained or referred to, the Builders shall be entitled to reenter upon and resume possession of the said premises and this agreement shall cease and stand terminated. The Purchaser/s herein agree/s that on the Builders re-entry on the premises as aforesaid, all the right, title and interest of the Purchaser/s in the said premises and under this agreement shall cease and the Purchaser/s shall also be liable for immediate ejection as a trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said premises. In that event all the monies paid herein by the Purchaser/s (except the outgoings apportionable to the said premises till the date of such termination) shall,

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- within 60 days after such termination, be refunded by the Builders to the Purchaser/s
- 41) All costs, charges and expenses in connection with the formation of the proposed co-operative housing society of the Purchasers as contemplated by the provisions of the Maharashtra Ownership Flats Act, 1963 as the case may be as well as the costs of preparation, engrossing, stamping, and registration of this agreement, the Deed of Assignment and any other documents required to be executed by the Builders or by the Purchasers, stamp duty and registration charges in respect of such documents, transferring land and building in favour of such Society or of Deed of Assignment in respect of premises as well as the entire professional costs of the Advocate of the Builders in preparing and approving all such documents shall be borne by the proposed Co-operative Housing Society or proportionately by the members of such proposed Co-operative Housing Society or by the flat purchasers. The Builders shall not contribute anything towards such expenses. The proportionate shares, costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/them immediately on demand.
 - 42) The Purchaser/s shall lodge this agreement with the Sub-Registrar of Assurances at Bombay and intimate to the Builders the particulars of the number under which the agreement is lodged for registration.
 - 43) The stamp duty and registration charges of and incidental to this agreement shall be borne and paid by the Purchaser/s alone.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece or parcel of leasehold land or ground bearing Plot No. 90 bearing C.T.S. No.F/462, measuring 1215 sq. yards equivalent to 1015.8 sq. metres or thereabouts, situated at 15th Road, T.P.S.III, Dandra (W), Bombay 400 050, in the Registration District and Sub-District of Bombay City and Bombay Suburban.

J.F. Saldanha
Advocate

THE SECOND SCHEDULE ABOVE REFERRED TO:-

The common areas and facilities charges proportionately are as under:
Staircase, lift and common passages and utilities.

THE THIRD SCHEDULE ABOVE REFERRED TO:-

1. The expenses of maintaining, repairing, redecorating etc., of the main structure and in particular the roof, gutters and rain water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings, staircases of the other buildings as enjoyed by the Purchaser/s used by him/her/them/ in common as aforesaid and the boundary walls of the buildings, compounds, terraces, etc.
2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the buildings so enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The salaries of clerks, bill collectors, sweepers etc.,
5. The costs of working and maintenance of water pumps and lights and other service charges.
6. Municipal and other taxes and other assessments.
7. Insurance of the building.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

IN WITNESS WHERE OF the parties herein have hereunto set and subscribed their respective hands at Bombay on the day and year first hereinabove written.

[Signature]

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SIGNED AND DELIVERED by the)

withinnamed "BUILDERS")

M/S. TRISONS BUILDERS)

in the presence of

SIGNED AND DELIVERED by the)

withinnamed "PURCHASER/S")

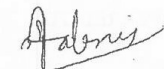
(1) MR. TIKATA LAKHANEY

(2) MRS. REKHA LAKHANEY

in the presence of

WITNESSES:-

1. 

2. 

RECEIVED on the day and year first)

hereinabove written of and from the)

withinnamed Purchaser/s the sum of)

Rs. 30,00,000/- (Rupees THIRTY)

LACS only)

being the earnest money as mentioned)

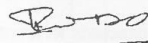
in Clause 9 (a) to be paid by)

him/her/them/to us.

Rs. 30,00,000/-

WE SAY RECEIVED

For M/s. TRISONS BUILDERS


PARTNER

BUILDERS

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१९९५

For M/s. TRISONS BUILDERS


PARTNER

CONSTITUTED ATTORNEY

Nick Lakhaney

Nick Lakhaney



ANNEXURE "A"

88

447-2/
28E P320
8884

JEROME F. SALDANHA

L.L.B.

Advocate & Notary
High Court, Bombay

4, Brightlands,
195, Turner Road,
Bandra (W),
Bombay-400 050.
Tel. : 642 95 64

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title of MR. IVAN JOSEPH BAPTISTA, hereinafter called the "OWNER", to the property more particularly described in the Schedule hereunder written and for brevity sake hereinafter called the "said property".

In my opinion the title of the Owner to the said property is clear and marketable.

By an Agreement dated 30th July, 1992, the said Owner has granted development rights to M/s. TRISONS BUILDERS on the terms and conditions contained in the said Agreement. Pursuant to the said Agreement, the Owner and the Developers had furnished to the Income Tax Authorities a statement in Form 37-I as contemplated under Section 269 UC of the Income tax Act, 1961. Since then, the Appropriate Authority has granted the necessary No Objection Certificate under Section 269 UL (3) of the Income Tax Act, 1961. Under the Agreement dated 30th July, 1992, the Developers are entitled to construct a building on the said property in accordance with the plans duly approved by the Municipal Corporation of Greater Bombay and sell the flats, except those earmarked for the Owner, to various persons on such terms and conditions as the Developers may deem fit.

In the circumstances, the Developers have become entitled to carry on with the construction of the new building on the said property and sell the flats therein as aforesaid under the provisions of the Maharashtra Ownership Flats Act, 1963.

THE SCHEDULE OF THE PROPERTY REFERRED TO :

ALL THAT piece or parcel of land bearing Plot No. 90, C.T.S. NO. F/462 admeasuring 1,215 sq. yards equivalent to 1,015. 74 sq. metres or thereabouts, situated at 15th Road, Bandra (West), Bombay 400 050, in the Town Planning Scheme No. III in the Registration District and Sub-District of Bombay City and Bombay Suburban.

BOMBAY DATED THIS 19TH DAY OF JULY, 1993.

Sd/-
MR. JEROME F. SALDANHA
Advocate

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ANNEXURE

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"B"

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C. T. S. 22 a.

Y. P. P.—2,00,000—1-66—ALA 1*—(Ca) 282
G. R., R. D., No. 8616, dated 16-9-26.]

Extract from the Property Register Card

City Survey Bandra, Taluka Andheri, District B. S. D.

TPS
III
90
Bandra

City Survey Number	Area Sq. yds.	Tenure	Particulars of assessment or rent paid to Government and when due for revision
<u>F</u> <u>462</u>	<u>1215</u>	<u>C</u>	<u>NA Assst R. 45.62 NP</u> <u>upto 31.7.1964</u>

Easements—

Holder in 1948 } Louis Florence Gonsalves
Origin of the title (so far as traced) }
Original holder

Leasee—

Other encumbrances—

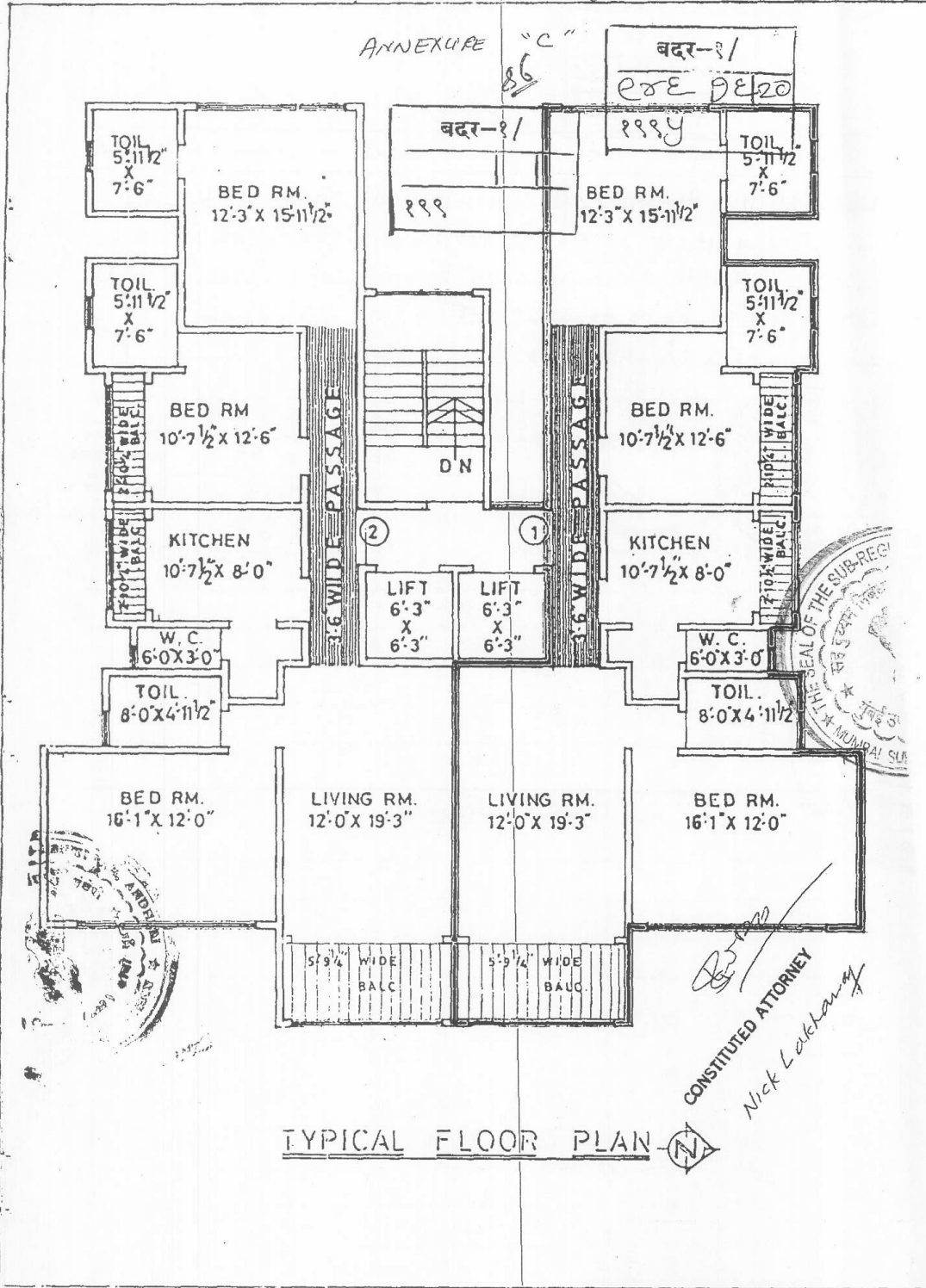
Other Remarks—



Date	Transaction	Vol. No.	New Holder (H), Lessee (L), or Encumbrances (E)	Attestation
<u>21.4.51</u>	<u>Partten deed of Rs. 8556-00</u> <u>30.3.51</u>	<u>321</u> <u>March 51</u>	<u>H) Christam, Philip Gonsalves</u>	<u>XXX</u> <u>CTSO.</u>
<u>13.8.1958</u>	<u>Gift deed dated 29.10.57 by Chrysostom Gonsalves</u>	<u>769</u> <u>31.5.58</u> <u>Bombay</u>	<u>H) Ivan Joseph Baptista</u>	<u>XXX</u> <u>CTSO.</u>
<u>17.12.1959</u>	<u>NA permission granted as per DDC's order No. 2691 dated 1.12.1959</u> <u>51F</u>			<u>XX</u> <u>CTSO.</u>

P.T.O.

[Handwritten signature]



PROPOSED BUILDING ON PLOT BEARING C T S NO.462, F.P. NO.90, 15TH ROAD, T P S III, VILLAGE BANDRA, BANDRA (WEST)

ARCHITECTS:—
PUSHKAR CONSULTANTS
CONSULTING ARCHITECTS
"HILL-N-DALE", HILL ROAD,
BANDRA (W)
BOMBAY 400 050.

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No. AA/Bom./14508/94-95

Office of the Appropriate Authority (Income-tax Department) Mittal Court, A-Wing, 3rd fl., Nariman Point, Bombay-400 021.

Dated : 25th July 1994.

Name and address of the transferor(s)

M/s. Trisona Builders, 'Aldia', 24, St. Andrew's Road, Bandra, Bombay-400 050.

Name and address of the transferee(s)

Mrs. Tikam Lakhaney & Mrs. Rekha Lakhaney, Park View, 7th floor, 24, T.P.S. Road, Bandra, Bombay-400 050.

Description & Location of Immovable property

Flat No.41, 4th floor (or any other flat of equal area on another floor (mutually agreeable) in the proposed building of Plot No.90, C.T.S. 9/462, 15th Road, Bandra, Bombay-400 050.

Date of agreement

23.3.1994 (Memorandum of Understanding)

Date of Order

25-7-1994



ORDER UNDER SECTION 5/8, 269 UJ OF THE INCOME TAX ACT, 1961.



In this case, N.O.C. was issued on 1.7.1994. In the said certificate, the description of the property was given as

"Flat No.41, 4th floor (or any other flat of equal area on another floor mutually agreeable) in the proposed building of Plot No.90, C.T.S. 9/462, 15th Road, Bandra, Bombay-400 050."

Subsequently, it came to our knowledge that the parties will transact Flat No.41 only on the 4th floor and no other flat on any other floor. Therefore, while issuing the N.O.C. dated 1.7.1994, there has occurred a mistake in the description of the property. The same is accordingly rectified u/s 269 UJ as under:-

The description and location of the property will read as under:-

"Flat No.41, 4th floor, in the proposed building on Plot No.90/CTS, No.9/462, 15th Road, Bandra, Bombay-400 050."

Sd/-
 (M. B. KODHANI)
 Chief Engineer

Sd/-
 (W. HASAN)
 Commissioner of
 Income-tax

Sd/-
 (S. N. L. AGARWAL)
 Commissioner of
 Income-tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

....2/-

88

No. AA/Bom./14508/94-95 dated 25th July 1994.

-2-

Copy to:-

1. Transferor(s)
2. Transferee(s)
3. Any other person interested in the property.
4. Persons in occupation of the property.
5. Zonal Accounts Officer, C.B.D.T., Aayakar Bhawan, Bombay.
6. Chief Commissioner of Income-tax - II, Aayakar Bhawan, Bombay.

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(L.D. BH. RTI)

Deputy Commissioner of Income-tax,
Appropriate Authority, Bombay.



अनुक्रम नंबर ७६१-१/२४६/९५ ६९
 सन १९९५ च्या महिन्याच्या ... को मिलाका
 ... १५ ... १९ ... व ... ह. पेसे
 ... वास्तव्याचा बराचसा तह दुय्यम ... ५००० -
 निबंधक, बांदी जांच्या कार्यालयात हुबेर ... २० -
 केला. Nick Laklaney ... ६० -
 एकूण ५९००

बंदर-१/
 २४६/१०/२०
 १९९५

मह दुय्यम निबंधक बांधेरी
 भुवई उपनगर जिल्हा

मह दुय्यम निबंधक बांधेरी
 भुवई उपनगर जिल्हा



- ① श्री. जे. लखानी कडून वर्षे ५५. व्यापार वर
 ११/१२, एलमॉन झपाठीमेंट, जंक्शन आफ मीन अवेन्यू
 बाजार रोड सांगली (प) भुवई ५० हे. रकम व
 श्री. जे. लखानी व रेखा करवामी यांचे हुरवलास म्हणून
- ② श्री. रोहित लिवो कडून वर्षे २६. व्यापार २१
 ३४, सेंट ऑव्हीयस रोड कां. ५१ (प) भुवई ५० हे. रकम.
 प्रिअर विलस ये कां. ५१ वर

तथाकथित ... वस्तुएवम्
 करुम विल्याचे कसूळ करतात.
 Nick Laklaney
 B. B. D.

- ③ श्री. के. का. को. को. कडून वर्षे ३०. व्यापार
 रा ३०. की भिंई रोड, कां. ५१ (प) भुवई ५०
- ④ श्री. वि. स. स. स. कडून वर्षे २६. व्यापार
 (प) भुवई. ५०

ह होषे करील दस्तऐवज करुम
 आशाच अंदाजत बसल्याचे दाखवात
 व त्याची बोनस देतात.
 ① B. B. D.

१५/३/९५ मह ... क. मंडी, बी. ...
 B. B. D.

बदल-१/
२०१/२०२०
१९९५

१०



बदल-१/२०१/२०२०
पु नक क्रमांक १ क्रमांक पर
नोंदला.

दिनांक २०/१/२०२०
जामदार

सह दुय्यम निबंधक अंधेरी
मुंबई उपनगर जिल्हा.



नक्कल वाचली
रुजवात केली



खरी प्रत

सह. दुय्यम निबंधक, अंधेरी क्र. १
मुंबई उपनगर जिल्हा

श्री./श्रीमती. २०१/२०२०
यांचा त्यांचे ता. ३१/१२/२०२३ नक्कल अर्ज क्र.
च्या अर्जांनुसार नक्कल दिली. १८८१/२०२३
दि. ३१/१२/२०२३..... पावती क्र.

सह. दुय्यम निबंधक, अंधेरी-१