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AGREEMENT FOR SALE

SETT MINAR ESTATE

Pedder Road,

BOMBAY-400026



THIS AGREEMENT made at Bombay this 11th day of March AMNADAS N. THAKKAR & between and MADHUKAR MANGESHAMNADAS N. HARIRAM

NADKARNI both of Bombay Indian Inhabitants hereinafter called the Promoters of the proposed society and Mr./Mrs. Nathakar Boghalar

also of Bombay Indian Inhabitant hereinafter called the "Flat Holder" of the Other Part:

WHEREAS by an agreement for sale dated 10th day of July 1972 made between Ramesh Nanji Thakkar and another therein called the Vendors and the promoters herein, therein called the Purchasers, the Vendors have agreed to sell and the Purchasers, the promoters herein have agreed to purchase for and on behalf and on account and for the benefit and advantage and in trust for the proposed society to be registered under the Maharashtra Co-Operative Housing Society Act 1960 on the piece or parcel of land lying and being at Pedder Road, Bombay which land is more particularly described in the schedule hereunder written at the price and on the terms and conditions more particularly set out in the said agreement for sale AND WHEREAS the plans and specifications of the buildings to be sanctioned by the Bombay Municipal Corporation have been shown to the flat holder AND WHEREAS the flat holder has inspected the agreement dated 8th June 1972 made between Ratanbal N. K. Dubash & Anr. and the Vendors, agreement dated 28th June 1972 made between Lady Soonoo Jamsetjee Jejeebhoy and the Vendors and the agreement for sale dated 10th day of July between the Vendors and the Promoters herein AND WHEREAS the title has been Investigated by M/s. Shah & Sanghavi attorneys for the Vendors and the same has been found marketable as set out in the certificate of title issued by M/s. Shah & Sanghavi and annexed herewith as marked "A" AND WHEREAS the Promoters will be enrolling such other members for the flats and/or row houses and/or bungalows in the said buildings to be constructed by the Vendors with a view ultimately that the flat holder of all the flats in such buildings and/or row-houses and/or bungalows should form themselves into a Co-operative Housing Society duly registered under the Maharashtra Co-operative Society Act 1960 or they should incorporate into a Limited company with themselves as shareholders or file the declarations deeds of Apartments under the Maharashtra Apartment Ownership Act 1971. (Act XV of 1971) and upon the flat holders of all the flats in such buildings paying in full of the

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respective dues payable to the promoters and/or Vendors and strictly complying with all the terms and conditions of the respective agreements referred hereinabove with the Original Vendors and the Vendors the Promoters and/or the Vendors shall hand over the possession of the respective flats to the Purchaser of the flat and/or row-houses and/or bungalows AND WHEREAS the said society will be known as 'Sett Minar' Co-operative Housing Society or as required under the law under which it is registered. NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties hereto as follows :-

- The flat holder agrees to acquire the flat on the 42 bearing No. $\mathcal{E} \mathcal{A}$ as per plans here to annexed together with one garage and/or parking space for parking car at or for the price of Rs. 230, 257
- The flat holder hereby agrees to pay to the promoters the said 2. consideration or the purchase price of Rs. 13025 under:

 - (a) Rs. \$5000 as earnest money on the execution of these presents
 (b) By making the following part payment towards the balance of purchase price in the manner and by the instalments specified below within 7 days of the promoters giving to the flat holder written notice calling for payments of the Said moneys :-
 - 11765/ on completion of stillt of the building.
 - on completion of first floor for garden and 11.7657recreation purposes
 - 11765/on completion of the slab of the second floor.
 - 11765/ completion of the slab of the third floor.
 - completion of the slab of the fourth floor. 11765/ v) Rs.
 - completion of the slab of the fifth
- on completion of the slab of the fifth floor.

 11 7657 on completion of the slab of the sixth floor.

 11 7657 on completion of the slab of the seventh floor.
- completion of the slab of the eighth floor. on 11765/
- completion of the slab of the nineth floor. x) Rs.
- 117651completion of the slab of the tenth floor xi) Rs.
- completion of the slab of the eleventh floor. 117651on
- completion of the slab of the twelveth floor. 1117657xiii) Rs. on
- completion of the slab of the thirteenth floor. 11 7657xiv) Rs.
- completion of the slab of the fourteenth, floor, 11 7657-
- completion of the slab of terrace. 11 7657xvi) Rs
- the balance of the purchase price against the 52451delivery of the possession
- The purchaser of the row house agrees to acquire the row house as per the plans hereto annexed at or for the bearing number price of Rs.

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The row house holder hereby agrees to pay to the Promoters the said consideration of the purchase price of Rs.

(a) Rs. as earnest money on the execution of these presents

(b) By making the following part payments, towards the balance of the purchrse price, which part payments shall be made in the manner and by the the instalments specified below within 7 days of the promoters giving to the row house holder written notice calling for payments of the said moneys.

i) Rs. on completion of foundation.
ii) Rs. on completion of ground floor.
iii) Rs. on completion of the slab of mazenin floor.
iv) Rs. on completion of the slab of the first floor.
v) Rs. on completion of the slab of the terrace.
vi) Rs. the balance of the purchase price against the delivery of the possession.

- 4. If the flat holder commits default in payment of any of the instalments aforesald on their respective due dates (time being of the essence of the contract) the promoters shall be at liberty to terminate this Agreement in which event the said deposit or earnest money pald by the flat holder to the promoters shall stand forfeited. The promoters shall, however, on such termination refund to the flat holder the instalments of part payments, if any, which may have till then been pald by the flat holder to the promoters, but without any further amount by way of interest or otherwise and on the promoters terminating this Agreement under this clause, they shall be at liberty to sell off at the risk and cost of the flat holder the said premises to any other person as the promoters deem fit, at such price as the promoters may determine and the flat holder shall not be entitled to question such sale or to claim any amount whatsoever from the promoters if there is any deficit the flat holder shall be bound and liable to pay the same.
- 5. Without prejudice to their other rights under this Agreement and/or in law, the flat holder shall be liable to pay interest at the rate of 12% per annum on all amounts due and payable by the flat holder under this Agreement, if such amount remains unpaid for seven days or more after becoming due.
- 6. The flat holder has read the agreemnet for sale dated 8th June 1972 made between Ratanbal N. K. Dubash & Anr and Ramesh N. Thakkar & Anr. and agreement for sale dated 28th June 1972 made between Lady Soonoo J. Jejeebhoy and Ramesh N. Thakkar & Anr. and agreement for sale dated 10th day of July 1972 made between the

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- Vedors I. e. Ramesh N. Thakkar & Anr. and the promoters and confirm the same and agree to abide by all the terms and conditions stated therein,
- 7. Possession of the said premises shall be delivered to the flat holder PROVIDED ALL the amounts due by the flat holder under this Agreement are paid to the promoters. The flat holder shall take possession of the said premises within seven days of the promoters giving written notice to the flat holder intimating that the said premises 1s ready for use and occupation.
- 8. Possession of the said premises shall be delivered by the promoters to the flat holder on or before the 30th day of June 1974. The promoters shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date, if the completion is delayed by reason of obtaining completion certificate from the Bombay Municipal Corporation or by reasons of War, civil commotion, act of God or if non-delivery of possession is a result of any notice, order, rule or notification of the Government and/or any other public authority.
- 9. Upon the possession of the said premises being delivered to the flat holder they shall be entitled to the use and occupation of the said premises, upon the flat holder taking possession of the said premises, he shall have no claim against the promoters, in respect of any item or work the said premises which may be alleged not to have been carried out or completed.
- 10. Commencing a week after notice is given by the promoters to the flat holder that the said premises are ready for use and occupation the flat holder shall be liable to bear and pay charges for electricity and other maintenance charges and the outgoings payable in respect of the said premises as set out in clause No. II hereof provided however that the Municipal taxes and assessment payable to the authories if any shall be borne and paid by the flat holder from the date of the possession of land taken by the Vendors/builders.
- 11. Upon the promoters giving written notice to the flat holder to take possession of the said premises, the flat holder shall pay regularly every month before the 5th of each month to the promoters, until the conveyance of the said property is executed in favour of a Co-operative Housing Society or a Limited Company Apartment house owners as aforesaid and thereafter to the aforesaid Co-operative Housing Society or the Limited Company as the case may be, for (a) insurance premium (b) all municipal and other taxes and outgoings that may from time to time be levied against the land and/or building including water taxes and water charges (c) outgoings for the maintenance and management of the Buildings, row houses, bungalows common lights lifts garden and other outgoings or collection charges incurred in connection with the said property. The flat holder shall keep deposited with the promoters





the sum presents execution these expenses 4000/5000 deposit towards the interest outgoings. The said sumi shall and will remain with the promoters until the conveyance is executed in favour of the Co-operative Housing Society or a Limited Company, apartment house owners as aforesaid and on such conveyance being executed the aforesaid deposit or the balance thereof shall be paid over to the Co-operative Housing Society or the Limited Company as the case may be. The flat holder shall also keep deposited with the Builders at the time of executing these presents a sum of Rs. 251/- as share money and application entrance fee.

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- 12. The flat holder shall not use the said premises for any purpose other than as residential use.
- 13. Fixtures, fittings and amenities to be provided in the said building specifications of the building as set out in the Second Schedule hereunder written and the flat holder has satisfied himself about the design and the situation of the said building.
- 14. The flat holder shall from the date of possession maintain the said premises at his own cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages, which may be against the rules or bye-laws of the Bombay Municipality or any other authority nor shall the flat holder change, alter or make additions in or to the said premises or to the building or any part thereof, the flat holder shall be responsible for any breach of this provisions.
- 15. Provided it does not in any way effect or prejudice the rights of the flat holder in respect of the said premises the promoters shall be at. liberty to sell, assign, transfer, or otherwise deal with the right, title and interest in the said Freehold land and/or in the building thereon.
- 16. Nothing contained in these presents is intended to be nor shall be construed to create demise on the Freehold land heriditaments and premises to assignments in law of the said premises or any part thereof or the said building thereon or any part thereof.
- 17. The flat holder shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of this Agreement or with possession of the said premises until all the dues payable by him to the promoters under this Agreement are fully paid up and only if the flat holder has not been guilty of breach of Agreement and until they have obtained previous consent in writing of the promoters.
- 18 The flat holder and the persons to whom the said premises is let, sub-let transferred, assigned or given possession of shall from time to time sign all applications papers and documents and and do all acts, deeds

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and things as the promoters and/or the Co-operative Housing Society and/or the Limited Company (as the case may be) may require for safe guarding the interest of the promoters and/or the flat holders in the said building.

- The flat-holder and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall observe and perform all the bye-laws and/or the rules and regulations which the Co-operative Society at the Registration may adopt and all the provisions of Memorandum and Articles of Association of Limited Company when incorporated and the additions, alterations, thereof, for protection ane maintenance of the said building and the flat thereon and for the observance and carrying out of the building Rules and Regulations and the Bye-laws for the time being of the Bombay Municipality and other local authorities and of the Government and other public bodies. The flat holder and the persons to whom the said premises is let Sub-let, transferred assigned or given possession shall observe and perform all the stipulations and conditions laid down by such Co-operative Housing Society or Limited Company as the case may be regarding the occupation and use of the building and/or the flat holder therein they shall pay contribute regularly and punctually towarbs the taxes, ground rent and/or expenses of other outgoings in accordance with the terms of the Agreement.
- The flat holder of the flats in the said building or row-houses or bungalows shall form themselves into a Co-operative Housing Society or a Limited Company or apartment house owners upon the Co-operative Housing Society or the Limited Company or the Association of Apartment house owners being registered or being as the case may be, the rights of the flat holders as the Purchasers of the said Premises will recognised and regulated be by the provisions of the said Co-operative Housing Society Limited Company or Apartment house owners and the rules and regulations framed by them as the case may be.
- 21. On the completion of the said building and on receipt by the promoters of the full payment of all the amounts due and payable to them by all the flat holders of the said building, the builders shall along with the flat holders will form, register or incorporate a Co-operative Housing Society or a Limited Company the rights of members of the Co-operative Housing Society or the Limited Company as the case may be being subject to the right of the builders. When the Coperative Housing Society or Limited Company is registered or incorporated as the case may be and all the amounts due and payable to the Builders are paid in full as aforesaid the promoters shall get executed the necessary conveyance (with the building when standing thereon) in favour of such Co-operative Housing Society or Limited Company or Appartment house owners as the case may be.



22. M/s. Shah & Sanghavi, Solicitors, of the Vendors and the promoters shall prepare and/or approve as the case may be, the conveyance and all other documents to be executed in pursuance of this agreement as also the Bye-laws of the Memorandum and Articles of Association in connection with the formation, registration and/or incorporation of the Co-operative Housing Society or the Limited Company as the case may be. All costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the conveyance and other documents and the formation, registration or incorporation of the co-operative Housing Society or the Limited Company or Apartment house-owners as the case may be shall be borne shared and paid by all the flat-holders of the said building, in proportion to the respective area of the respective flat holder. The flat holder shall pay all the costs charges and expenses to the extent of the sum of Rs. 3007- for such legal charges as deposit on execution of these presence.

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- 23. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the flat holder. The flat holder will lodge this Agreement for a registration and the promoter will attend the sub-Registry and admit execution thereof, after the flat holder informs them the number under which it is lodged.
- 24. In case security deposit is demanded by the Bombay Municipality for the purpose of sanctioning plan and/or giving water connection to the said building, such deposit shall be payable by all the flat holders. The flat holder agrees to pay to the promoters within seven days of demand such proportionate share of the flat holder of such deposit.
- 25. If at any time development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the Bombay Municipality Government and/or any other public authority in respect of the said land and/or building, the same shall be the responsibilty of all the flat holders of the said building and the same shall be borne and paid by the flat holders in respect of the said flats.
- 26. All notices to be served on the flat holders and contemplated by this Agreement shall be deemed to have been duly served if sent to the holder by prepaid post under certificate of posting of the address specified below:—

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- 27. The flat holder shall pay brokerage at the rate of 2% on the full purchase price of flat/villas/bungalow to M/s. Eliz Enterprise on execution of this presence.
- 28 The expression flat holder shall include the purchaser of the villa. and/or raw houses and/or garages and/or Apartments and/or bungalows.
 - 29. All costs, charges and expenses including attorneys costs in respect of these presents shall be borne and paid by the flat holders alone the promoters shall not be responsible for the same.

IN WITNESS WHERE OF the parties hereto have here unto set and subscribed their respective hands and seals the day and year first hereinabove written.



All that piece or parcel of pension and tax land or ground (now redeemed from cess) together with the messuages, tenements for bungalow with out-houses, standing thereon and known as "SETT MINAR" situate lying and being at Peddar Road, Cumballa Hill without the Fort of Bombay in the registration sub district of Bombay containing by admeasuring 10290.50 sq. yds. equivalent to 8325 sq. metres or there abouts and registered in she Books of Collector of Land Revenue under old Nos. 52 214, 52214 901 New No. A/487, 3184, old Survey No. 87, 87. 81 and New survey No. 5/7106, 7/106, 7/106, 1/7107 and bearing Cadastral Survey No. 752 of Malbar Hill, division and bounded as follows: that is to say on or towards the North by property bearing C.S. No. 756 on or towards the south by the properties bearing CS. No. 702, 703 and 1/703, on or t wards the East by property bearing C.S. No. 753 and beyond that by Peddar Road (now known as Gopalrao Deshmukh Marg) and on or towards the West by the property bearing C.S No. 762 and which said premises and assessed by the Collector of Municipal Rates

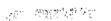
and Taxes under 'D' Ward No. 3523 (2) Street No. 3 Warden Road,





THE SECOND SCHEDULE ABOVENAMED HERETO

AMENITIES



- I. Laid out gardens and play areas.
- 2. Elegant driveway right upto entrance hall.
- 3. Artistically designed entrance hall.
- 4. Two high class passenger lifts and additional facility of service lift.
- 5. Huge podlum on first floor level with indoor games and children's play area.
- 6. Well ventilated common lobby on every floor.
- 7. Air gaps provided for fire prevention as per rules.
- 8. Concealed wiring in all the rooms except kitchen and servant's rooms and toilets.
- 9. Switches plug sockets, & other electric fittings of high quality.
- 10. Main entrance doors with veneer on both sides fitted with high class Godrej Night Latch, decorated handle and telescopic peep hole.
- 11. Cooking Platform with black cudappa finish and a sink plus 1'-6" glazed tiles dado in kitchens.
- 12. Flooring and dado upto 5'-0"height of white glazed tiles in all bathrooms except in servant's toilet. Flooring and dado upto 3-0" height in servant's toilet.
- 13. Concealed water pipe lines in all the toilets except servant's toilet,
- 14 Instant geyser in all the toilets except in servant's toilets
- 15. Fancy taps and cocks provided in all the bedroom tollets.
- 16 One extra plug point in all bedroom toilets except servant's.
- 17 Beautifull view from living rooms and bed rooms.
- 18. Aluminium fittings for windows for all the main rooms.
- 19. Underground and overhead water tanks with electric pump to ensure continueous water supply.
- 20. Adequate parking space for tenants and visitors too.

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SIGNED AND DELIVERED SEALED by the withinnamed Promoters and M. M. Nadkarni, in the presence of JAMNADAS N. THAKKAR & JAMNADAS N. HARIRAM SIGNED DELIVERED **SEALED** AND by the withinnamed Flat Holder in the presence of RECEIVED on the day and year first hereinabove written the sum of Rs. 25000(-) being the amount of earnest money or deposit payable by the Flat-Holder to us. Witness We say received. RECEIVED on the day and year first hereinabove written) the sum of Rs. 3001for legal charges) the sum of Rs. 40001- as security deposit) and the sum of Rs. 251/-as share money in all amounting to Rs. 4551/payable by the flat-Holder to us. Witness J We say received. RECEIVED on the day and year first hereinabove written the sum of Rs. being the amount of brokerage payable to Eliz Enterprise by the Flat Holder

We say received

through us.

TO WHOMSOEVER IT MAY CONCERN.

Re: Sale of property at Pedder Road known as 'Sett Minar' bearing CS. No. 752 (Part) of Malabar Cumballa Hill Division admeasuring 14,995 sq. yds:

- 1. Lady Soonoo Jamsetjee Jejeebhoy
- 2. Ratnbai N K. Dubhash
- 3. Mrs. Aimy Nozer E D. Pandole

Ramesh Nanji Thakkar & Ors.



By an agreement for sale dated 8th June 1972 and made between Ratanbai N. K. Dubhash having 1/5th share in the said property and Mrs. Aimy Nozer E. D Pandole also having 1/5th share in the said property have agreed to sell their respective 1/5th share in the said propery to Ramesh Namji Thakker & Ors, partners of M/s Ramesh Builders.

By an agreement for sale dated 28th June 1972 and made between Lady Soonoo Jamsetjee Jejeebhoy having 3/5 share in the said property has agreed to sell her 3/5 share in the said property to Ramesh Manji Thakkar & Ors. Partners of M/s. Ramesh Builders.

We have on behalf of M/s. Ramesh Builders have gone through the Title Deeds furnished to us by the Vendors of the 3/5th share i. e. Lady Soonoo J. Jejeebhoy (who was having all the Title Deeds in respect of the said property) and having issued public notices inviting any elam against the said property and after taking searches hereby Certify that the title in respect of the property appears to be clear, marketable and free from incumbrances subject to the terms and conditions set out in the said agreements dated 8/6/1972 and 28/6/1972 respectively, and subject to the production of 230A certificate of the Income—tax Act 1961 by the Vendors.

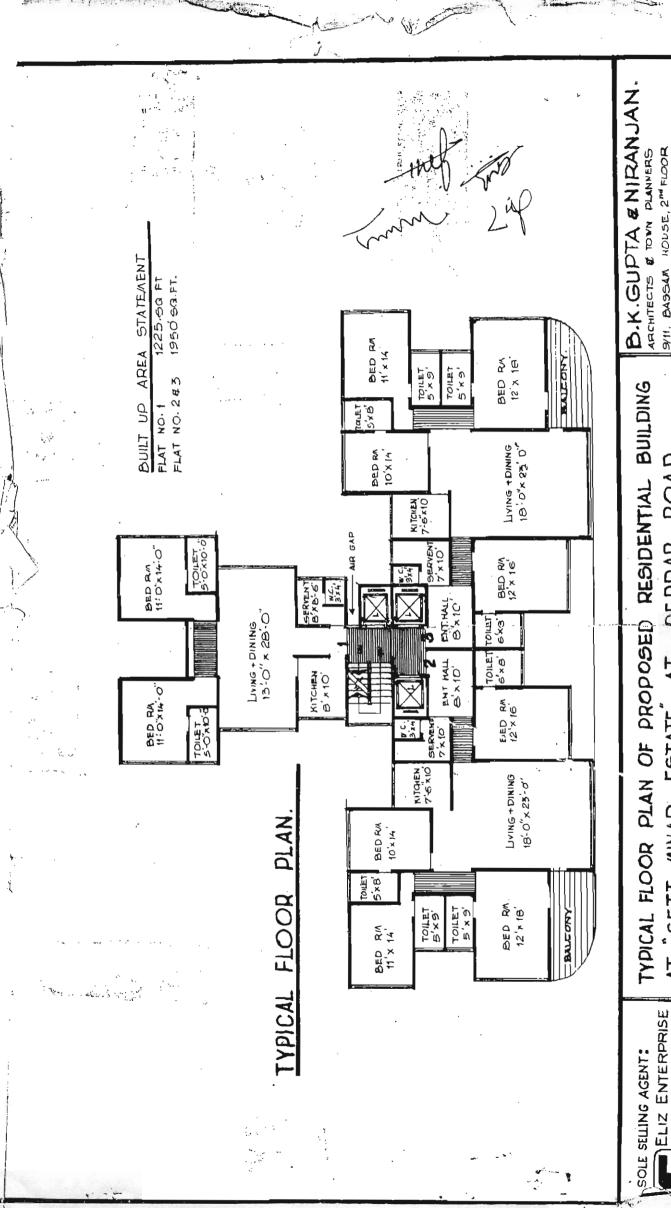
Dated 10th day of July 1972.

Joseph Comment

Sd/- SHAH & SANGHAVI ATTORNEYS For RAMESH BUILDERS

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MILITARY SQ LANE, FORT, PEDDAR ROAD. AT "SETT MINAR ESTATE" AT

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9/11, BASSAM HOUSE, 2" FLOOR ARCHITECTS & TOWN PLANVERS

> RAVIESH BUILDERS. FOR: M/5

> > Chone 261633 268876

9 Waudby Road Fort Bombay 1BR

Copy of plan which accompanied the document, registered No. P480/)4 at pages 875 Volume 588 B.5 Pof Book No. I. Addl.

Date 1 - 11.

Sub-Registrar of Bombay.

Delay in appearance control under (34) 9. R. Art, 1908. Penally g. 51-9 is levier. 18/7/74 8m Jamminas Nanyi Takkang and Joseph 19 admits execution of the so called Agreem for thather 8hm. Ranagh Nanyi Thakkar Business, Pronty-19 and known to the Sub-Registres states that he knows the above executant and ideal guy 18 79 Show Jamnadas N- Harrivan has/have failed to admit exception within the time allowed under Sec. 34 of Endia: Registration Act. XVI of 1908.

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DATED THIS 11 TO DAY OF Morch 1974

JAMNABAS N. THAKKAR & JAMNABAS N. HARIRAM

1. Malhalal B Glatal

(289)

Address of Mansukh Dyeing &

Mary Blanky

18 Tel-581225

AGREEMENT FOR SALE

FLAT/VILLA/GARAGE

No. B4 Floor 4#

AT
SETT MINAR ESTATE
PEDDER ROAD, BOMBAY-400026

M/s. SHAH & SANGHAVI ATTORNEYS-AT-LAW

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