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AGREEMENT

(वि.ति. नमुना क्र) (Fin R. Form No. 1)

प्रवेसा.११३ म.ई.

CASE NO. : INS/1339

DATE: COUNTER CODE:

14/08/9BECEIPT NO.:

(NOT TRANSFERABLE)

मूळ प्रत ORIGINAL COPY

( अहस्तातरणीय )

14/08/95

दिनांक / Date

BOMBAY

ठिकाण / Place

RECEIPT FOR PAYMENT TO GOVERNMENT \*

शासनास केलेल्या प्रदानाची पावती

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Five Thousand Two Hunra

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Received from

103-(111)

On account of

SANGLI BANK LTD. (SAN) MALAD (MLD) ADJUSTED ON: 14/08/95

mode of Payment:

400058010

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(Hart / Signature) पदनाम / Designation) Superintendent of Stamps

Bombay

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Cashier or Accountant

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Receipt No. 97 Date) 4/8/07-No. 1339 (D) [14] GENERAL STAMP OFFICE

Bombay 31 - 8
BECEIVED From Dec. January 181

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bave been paid in respect of the instrment.

THIS AGREEMENT made at Bombay the 25th day of Match, 1987 One Thousand Nine Hundred and Eighty Three

BETWEEN UNIQUE ESTATES DEVELOPMENT COMPANY LIMITED, a Company registered under the Companies Act, 1956, having its registered office at Construction House 'A' 24th Road, Khar, Bombay 400 052 hereinafter referred to as 'the Builders' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part and SHRI/SMT.

Mr. Jagdish Shamaldas Pakilch

of Bombay, Indian Inhabitant, hereinafter referred to as 'the Flatholder' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators and permitted assigns) of the Other Part.

#### WHEREAS:

- (a) By and under an Indenture of Lease dated 27th December 1973 HAVENKORES REAL ESTATE PRIVATE LIMITED (hereinafter referred to as 'the Lessees') obtained from BACHOOBAI W. DASCHKOW and ANOTHER (hereinafter referred to as 'the Lessors') a Lease of a large piece of land situated at Malad (East). Bombay, at a full monthly rent of Rs. 10,000/- (Rupees Ten Thousand) payable in the manner and to the extent provided for in clause 2(a) of the said Indenture of Lease and on the terms and conditions stipulated therein.
- (b) The Lessee obtained from the Lessors possession of the said large immovable property in pursuance of the said Indenture of Lease.
- (c) A portion of the said land is governed by the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as 'the said Act') it being in excess of the ceiling limit laid down under the said Act.

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- (d) The Lessors and the Lessees applied for the necessary permission to hold the said land in excess of the ceiling limit for undertaking the construction of houses under the provisions of Section 21 of the said Act.
- (e) By his Order dated 5th February 1980 (and as varied by the Order dated 10th January 1983) the Additional Collector & Competent Authority (U.L.C.) Greater Bombay has granted the said permission to the Lessors and the Lessees subject to the terms and conditions contained in the said Order.
- (f) The Lessees got the Sub-Division and Layout of the said large immovable property duly sanctioned by the Bombay Municipal Corporation.
- (g) The layout of the said large property, so obtained on Lease and so sanctioned by the Bombay Municipal Corporation, was revised from time to time.
- (h) The aforesaid layout provides for several plots of land (which are shown in different zones) with internal feeder roads giving access to the respective plots.
- (i) By and under a Development Agreement dated 21st February 1981 made between the Lessees of the one part and the Builders (as Developers) of the other part, the Builders obtained from the Lessees the sole and exclusive right to develop the unalienated portions of the immovable property comprised in and so obtained on Lease by the Lessees, under the said Indenture of Lease dated 27th December 1973.
- (j) A piece of land admeasuring approximately 18,499.75 sq. yds. equivalent to about 15,467.64 sq. meters more particularly described in the First Schedule hereunder written is designated by the Builders as Plot No. 1 (being part of Survey No. 287 of Malad (East) and is shown surrounded by yellow colour boundary lines on the plan 'A' hereto annexed.
- (k) Building plans have been sanctioned by the Bombay Municipal Corporation for constructing on the said plot No. 1 for the time being the following buildings:
  - (i) a multi-storeyed building having shops and flats on the ground floor and flats on the six upper floors.

(iii) a multi-storeyed building having ground floor and————upper floors.

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iv) a multi-storeyed building having ground floor and upper floors, which the Builders have respectively named.

(1) Indraprastha I (2) Indraprastha II (3) Indraprastha III and (4) Indraprastha IV: The respective positions of the said buildings is shown on the said plan 'A' hereto annexed.

(l) The building plans in respect of the said buildings have been sanctioned by the Bombay Municipal Corporation and the necessary I.O.D. and Commencement Certificates have been issued.

- (m) The Builders are carrying on and will carry on the said work of development and construction of the said buildings known as Indraprastha I, II, III and IV, as per the said terms and conditions laid down in the said Order dated 5th February 1980, as varied by the said Order dated 10th January 1983.
- (n) The aforesaid plot No. 1 is to have the benefit of and is to be subject to certain rights and covenants, details whereof are set out in the Third Schedule hereunder written.
- (o) By and under the said Indenture of Lease dated 27th December 1973 granted by the Lessors, the Lessees have a right to assign, transfer, sub-let or otherwise deal with the said leasehold property.
- (p) By and under the said Development Agreement dated 21st February 1981 the Builders are entitled to sell and/or dispose of, on Ownership Basis, or otherwise, the flats, shops and other spaces in the buildings to be constructed by the Builders on the lands covered by the said Development Agreement.
- (q) The Builders are in possession of the said Plot No. 1 described in the First Schedule hereunder written and are constructing the said buildings viz. Indraprastha I, H, HI and IV thereon in pursuance of the said Development Agreement.
- (r) Save and except the interest of the aforesaid Lessees and the said interest of the Builders no one has any right, title, interest or claim in or over the said leasehold immovable property being Plot No. 1 described in the First Schedule hereunder written.
- (s) The flatholder has taken inspection of the original of the said Orders dated the 5th February 1980 and 10th January 1983 issued by the Additional Collector and Competent Authority (U.L..C) Greater Bombay, (which the Flatholder doth hereby confirm).
- (t) The said Order dated 5th February 1980 contained a condition reading as under:

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(i) "In the case of dwelling unit sold or otherwise transferred its resale or transfer shall not be permitted for a period of five years from the date of completion of dwelling units".

The Flatholder hereby records his undertaking to that effect and assures compliance of the same.

- (ii) The said Order also contains a condition that the said flats shall not be sold or otherwise transferred to a person if he/she or any member of his/her family also owns dwelling unit in the same urban agglomeration viz. Greater Bombay Urban Agglomeration.
- (u) The Flatholder has made/shall make an affidavit affirming that neither he/she nor any member of his/her family owns a dwelling unit/s in the said urban agglomeration.
- (v) The Flatholder demanded from the Builders and the Builders have given to the Flatholder inspection of the original of such sanctioned building plans and the commencement certificate (which the flatholder doth hereby confirm).
- (w) The Flatholder has taken inspection from the Builders of a true copy of the said Lease dated 27th December 1973 and of the Development Agreement dated 21st February 1981 (which the Flatholder doth hereby confirms).
- (x) The Certificate of title issued by the Builders Solicitors has been inspected by the Flatholder (a copy whereof is hereto annexed and marked Exhibit 'A').
- The Builders will be selling the flats/shops and other spaces in the buildings viz. Indraprastha I, II, III and IV on what is known as 'Ownership Basis' with a view ultimately that the Owners of all the flats/shops and other spaces in the said buildings and compound should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960, (or ultimately become members of such Society) or they should incorporate a Limited Company with themselves as shareholders and upon the Owners of all the flats, shops and other spaces in the said Buildings and compound paying in full all their respective dues payable to the Builders and strictly complying with all the terms and conditions of their respective agreements with the Builders (in a form similar to this Agreement) the Builders shall obtain directly from the Lessees (and if necessary themselves join in) the necessary Sub-Lease/Assignment in favour of such Co-operative Society or Limited Company (as the case may be) in respect of the said leasehold plot No. 1.

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The Flatholder has agreed to acquire from the Builders flat/shop No. 9(NINE) on the geometricor of the said building known as Indraprastha I/H, HI and IV shown marked by hatched lines on plan 'B' hereto annexed (hereinafter referred to as 'the said premises') with full notice of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that it is hereby agreed by and between the parties as follows:

1. The Builders shall, under normal conditions construct the said buildings namely Indraprastha I, H. III and IV on the said plot No. 1 as per the said plans seen and approved by the Flatholder with such variations and alterations as the Builders may consider necessary or as may be required by any Public Authority to be made in them or any of them but so as not to reduce the total area of the said premises. The Flatholder hereby expressly consents to the same. The Builders shall not be required to take any further permission of the Flatholder for the same. This provision shall be considered as the consent in writing of the Flatholder required by law.

2. The Flatholder hereby agrees to acquire the said premises shown as aforesaid on the plan 'B' hereto annexed, at or for the price of (Rupees fifty one thousand). 3. The Flatholder agrees to pay to the Builders the said considera-

tion or purchase price of Rs. 51,300- (Rupees fifty one thousand these hurels ed only ) as under:

(a) By payment of Rs. 5 000 (Rupees five ) only as deposit or earnest money on or before the execution of this agreement.

(b) By making the following part-payments towards the balance of the purchase price, which part payments shall be made in the manner and by the instalments specified below, within 7 days of the Builders giving to the Flatholder written notice calling for payment of the said monies:-

(i) Rs. 41,300 on or before the 25th day of 1987.

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- 5,000/- being the ultimate balance of the purchase price against delivery of possession of the said premises.
- 4. If the Flatholder commits default in payment of any of the instalments aforesaid on their respective due dates (time being the essence of the contract) and/or in observing and performing any of the terms and conditions of this Agreement the Builders shall be at liberty to terminate this Agreement, in which event, the said deposit or earnest money paid by the Flatholder to the Builders shall stand forfeited. The Builders shall however, on such termination, refund to the Flatholder the instalments of part payment, if any, which may have till then been paid by the Flatholder to the Builders, but without any forther amount by way of in erest or otherwise. On the Builders terminating this Agreement under his clause, they shall be at liberty to sell and dispose off the said premises to any other person as the Builders deem fit, at such price as the Builders may determine, and the Flatholder shall not be entitled to question such sale or to claim any amount from the Builders.

(Twenty one percent.)

5. Without prejudice to Builders other rights under this Agreement and/or in law the Flatholder shall be liable and shall at the option of the Builders, pay to the Builders interest at the rate of 18% / per annum on all amounts due and payable by the Flatholder under this agreement,

after becoming due.

6. Possession of the said premises shall be delivered to the Flatholder after said premises are ready for use and occupation PROVIDED all the amounts due and payable by the Flatholder under this Agreement are paid to the Builders. The Flatholder shall take possession of the said premises within seven days of the Builders giving written notice to the Flatholder intimating that the said premises are ready for use and occupation.

simultaneously therewith the necessary Deed of Conveyance shall be executed in favour of the Co-operative Society/Limited Company (referred to in Clause 11 of this Agreement). The Builders shall not incur any liability if they are unable to deliver possession of

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the said premises by the aforesaid date, if the completion of the project is delayed, by reason of non-availability of steel and/or cement or other building materials or water supply or electric power 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 and/or any other public or competent authority or for any other reason beyond the control of the Builders and in any of the aforesaid events the Builders shall be entitled to reasonable extension of time for delivery of possession of the said premises.

8. If for any reason the Builders are unable or fail to give possession of the said premises to the Flatholder within the date specified in clause (7) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Flatholder shall be entitled to give notice to the Builders terminating the agreement, in which event, the Builders shall within two weeks from the receipt of such notice refund to the Flatholder the aforesaid amount of deposit and the further amounts if any, that may have been received by the Builders from the Flatholder as instalments in part-payment in respect of the said premises, as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The Builders shall also pay to the Flatholder a sum of Rs. 500/- (Rupees Five Hundred only) as liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Builders shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Builders may deem fit. If as a result of any legislative Order or regulation or direction of the Government or public authorities, the Builders are unable to complete the aforesaid building/s and/or to give possession of the said premises to the Flatholder, the only responsibility and liability of the Builders will be to pay over to the Flatholder and the several other persons who have purchased or who may purchase hereafter the flats and other portions in the said building, the total amount (attributable to the said flats) that may be received by the Builders at the time and in the manner as may be received by the Builders pursuant to such legislation, and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever.

9. Upon possession of the said premises being delivered to the Flatholder, he/she shall be entitled to the use and occupation of the said premises. Upon the flatholder taking possession of the said premises he/she shall have no claim against the Builders in respect of any item of work in the said premises which may be alleged not to have been carried out or completed.

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10. Commencing a week after notice is given by the Builders to the Flatholder that the said premises are ready for use and occupation, the Flatholder shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises as mentioned in clause (11) hereof.

11. The Flatholder agrees and binds himself to pay regularly every month, by the 5th of each month to the Builders until the Sub-Lease/ Assignment of the said property is executed in favour of a Co-operative Society or a Limited Company as aforesaid and thereafter to the aforesaid Co-operative Society or the Limited Company, as the case may be. the proportionate share that may be decided by the Builders or the Co-operative Society or the Limited Company, as the case may be, for (a) Insurance Premium (b) All Municipal and other taxes that may from time to time be levied against the land and/or building/s including water taxes and water charges (c) Outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts, incurred in connection with the Cls. Five thousand said property, and (d) a sum of Rs. 6/- Csix only per month as the seven huncles contribution of the Flatholder towards the rent payable under the Lease/Sub-Lease. The Flatholder shall keep deposited with the Builders, at the time of taking possession of the said premises, a sum of Rs. 3,000/-/Rs. 4,000/-/as deposit towards the aforesaid expenses and outgoings. The Flatholder shall also keep deposited with the Builders at the time of taking possession, a sum of Rs. 251/- as share money and application entrance fee and shall also pay a lumpsum of Rs. 500/towards legal expenses incurred and to be incurred; a sum of Rs. 500/towards deposit in respect of water and electric meter payable to the Public Authorities; The said sums shall not carry interest and will remain with the Builders until the Sub-Lease/Assignment is executed in favour of a Co-operative Society or a Limited Company as aforesaid and on such Sub-Lease/Assignment being executed, the aforesaid deposits (less deductions, if any) shall be paid over to the Co-operative Society or the Limited Company, as the case may be.

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- 12. The Flatholder shall not use the said premises for any purpose other than a private residence (and shop for any lawful commercial use).
- 13. The Flatholder shall maintain the front elevation and the side and rear elevations of the said premises, in the same form as the Builders construct and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Buil-
- 14. The fixtures, fittings and amenities to be provided in the said premises and the materials to be used in the construction of the said building/s and the specifications of the said building/s are those as set

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out in the Second Schedule hereunder written and the Flatholder has satisfied himself about the design of the said premises and also about the specifications and amenities to be provided therein.

- 15. The Flatholder shall from the date of possession maintain the said premises at his/her cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said premises, and/or common passages, or the compound which may be against the rules or bye-laws of the Bombay Municipal Corporation or any other authority.
- 16. Provided it does not in any way affect or prejudice the right of the Flatholder in respect of the said premises, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said leasehold land and/or in the building/s to be constructed thereon.
- 17. The Flatholder shall have no claim whatsoever except in respect of the particular flat/shop hereby agreed to be acquired. All other open spaces, unallotted flats, shops and other spaces etc. will remain the property of the Builders, until the whole property, viz. the said land bearing plot No. 1 admeasuring 15.467.64 sq. mtrs. with the said buildings viz. Indraprastha I, II, III and IV are transferred to the Cooperative Society or a Limited Company as herein mentioned but even then subject to the rights of the Builders under this Agreement.

18. It is also clearly understood and agreed by and between the parties hereto that:—

(a) The title in favour of the Co-operative Society/Limited Company shall be either a Sub-lease or an Assignment of the Plot

No. 1 at a monthly rent of Rs. 800/ (Rupees. There hundred any).

- (b) Such Sub-lease or Deed of Assignment shall be only in respect of Plot No. 1 viz. of the said area of 15,467.64 sq. mts. described in the First Schedule hereunder written, and shall be subject to the terms, conditions and covenants provided in the Third Schedule hereunder written.
- (c) The Co-operative Society/Limited Company shall have a right of over and along the internal feeder roads, so as to have access to the public road.
- (d) The Builders reserve their unfettered right to the full, free and complete right of way and means of access over along and under all the internal access roads at all times, by day and night for all purposes, with or without carts, carriages, motor

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e said ne said as set cars, motor cycles, wagons and other vehicles laden or unladen and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said layout. Specific provisions for the same shall be made in the sub-lease/Deed of Assignment to be executed. The Flatholder expressly consents to the same.

19. The Assignment/Sub-Lease shall also be together with the benefit of the right of way over and along the internal Feeder Roads and common garden areas in the layout and it is intended that till the time such Feeder Roads or the garden areas, as the case may be, are taken over by the Bombay Municipal Corporation, a Federation or Association shall be formed of all the holders of the different plots/sub-plots in the layout, or their successors-in-title, who would till that time, maintain and repair such Feeder Roads including the lighting, drainage, water mains, storm water drains etc. and the garden areas (to be shared by them respectively in proportion to the area of their respective plots/sub-plots) as is provided in the Third Schedule here under written.

- 20. 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 of the land, hereditaments and premises or any part thereof or of the said building/s thereon or any part thereof.
- 21. The Flatholder shall not let, sub-let, sell, transfer, assign or part with his/her interest under or benefit of this Agreement or part with possession of the premises until all the dues payable by him/her to the Builders under this Agreement are fully paid up and that too only if the Flatholder has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she obtains the previous consent in writing of the Builders.
- 22. The Flatholder and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Builders and/or the Co-operative Society and/or the Limited Company (as the case may be) may require for safeguarding the interest of the Builders and/or of the Flatholder in the said building/s.
- 23. The Flatholder and the persons to whom the said premises are let, sub-let, transferred, essigned or given possession of shall observe and perform all the bye laws and/or the rules and regulations which the Co-operative Society at registration may adopt and all the provisions of the Memorandum and Articles of Association of the Limited Com-

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24. The Flatholder hereby agrees and undertakes to be a member of the Co-operative Society or Limited Comptny to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builders the same within 10 (ten) days of the same being forwarded by the Builders to the Flatholder. No objection shall be taken by the Flatholder if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority. The Flatholder shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Builders and of the other purchasers of the other fla's in the building/s.

and/or expenses and other outgoings in accordance with the terms of

25. The Fla holder hereby covenants that from the date of possession, he/she shall keep the said premises, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repairs and condition and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation, or the B.S.E.S. Limited and any other authorities and Local Bodies and shall attend to answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

26. The Flatholder, along with the other Flatholders who take or have taken the other flats/shops in the building/s shall form themselves into a Co-operative Society or a Limited Company. On the Co-operative Society or a Limited Company being registered or being incorporated as the case may be, the rights of the Flatholder as the purchaser of the said premises will be recognised and regulated by the provisions of the said Co-operative Society or Limited Company and the Rules and Regulations framed by them as the case may be, but subject to the terms of this Agreement.

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27. On the completion of all the said building/s (all wings) and on receipt by the Builders of the full payment of all the amounts due and payable to them by all the Flatholders of the said buildings, the Builders shall cooperate with the Flatholder in forming and registering or incorporating a Co-operative Society or a Limited Company, the rights of members of the Co-operative Society or of the Limited Company, as the case may be, being subject to the rights of the Builders under this Agreement and the Sub-Lease/Assignment to be executed in pursuance hereof. When the Co-operative Society or Limited Company is registered or incorporated, as the case may be, and all the amounts due and payable to the Builders in respect of all the flats and other premises are paid in full as aforesaid, the Builders shall (subject to their obtaining the permission under the law and rules and regulations) get executed the necessary Sub-Lease/Assignment of the said leasehold land (to the extent as may be permitted by the authorities) without being liable for any compensation, whatsoever, together with the said building/s in favour of such Co-operative Society or Limited Company, as the case may be. The Flatholder shall not raise any objection and/or claim any compensation thereof. Such Sub-Lease/Assignment shall be in respect of Plot No.,1 admeasuring 15,467.64 sq. mts. i.e. 18499.75 sq. yds.) described in the First Schedule hereunder written together with the buildings and structures then standing thereon but reserving full means of access and right of way over, along and under the internal feeder roads and as per the terms, conditions and covenants contained in the Third Schedule hereunder written. It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral part of this Agreement and the title to be created in pursuance hereof, that adequate provisions shall be made in the Deed or Deeds to be executed in pursuance of this Agreement providing for the terms, conditions and covenants referred to in the Third Schedule hereunder written, the exact details of such terms and conditions and covenants shall be as may be reasonably required by the Builders Solicitors, Messrs A. H. Parpia and Co.

28. If the Builders so decide, they shall be at liberty to get executed instead of a Sub-Lease as contemplated by the last preceding clause, a Deed of Assignment of the leasehold interest from the Lessee, viz. Havenkores Real Estates Private Limited, but restricted to the area of the land being Plot No. 1 (viz. 15,467.64 sq. mts. i.e. 18,499.75 sq. yds.) described in the First Schedule hereunder written, together with the buildings and structures standing thereon.

29. In the event of the Society or Limited Company being formed and registered before the sale and disposal by the Builders of all the flats and other premises in the said buildings, the power and authority of the Society or Limited Company so formed or of the Flatholder and the Purchasers of the other flats in the said buildings, shall be subject to the overall authority and control of the Builders in respect of any of the matters concerning the said building/s the construction

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and completion thereof and all amenities pertaining to the same and in particular the Builders shall have absolute authority and control as regards the unsold flats/shops and other premises and the disposal thereof. The Builders shall be liable to pay only the Municipal taxes, at actuals, in respect of the unsold flats, shops and other premises. In case the Sub-Lease/Deed of Assignment is executed in favour of the Co-operative Society or a Limited Company, as the case may be, before the disposal by the Builders of all the flats, shops and other premises then and in such case the Builders shall join in as the Promoter/Member in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Builders, the Co-operative Society or Limited Company, as the case may be, shall admit as members the purchasers of such premises without charging any premium or any other extra payment.

30. Messrs A. H. Parpia and Company Solicitors and Advocates of the Builders, shall prepare and/or approve, as the case may be, the Sub-Lease/Deed of Assignment, and all other documents to be executed in pursuance of this Agreement as also the bye-laws or the Memorandum and Articles of Association in connection with the formation, egistration and/or incorporation of the Co-operative Society or the imited Company, as the case may be. All costs, charges and expenses, ncluding stamp duty, registration charges and expenses connection with the preparation and execution of the Sub-Lease/ Deed of Assignment and other documents and formation, and registration of the Co-operative Society or the Limited Company, as the case may be, shall be borne, shared and paid by all the Flatholders of the said buildings in proportion to the respective purchase price of their respective premises and/or paid by such Co-operative Society or Limited Company. Such amount free of interest shall be kept deposited by the Flatholder with the Builders at the time of taking possession of the said premises.

- 31. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Flatholder. The Flatholder will lodge this Agreement for registration and the Builders will attend the Sub-Registry and admit execution thereof, after the Flatholder informs them the number under which it is lodged.
- 32. If the Builders so decide, the Builders shall be entitled to obtain/have obtained (even prior to the registration or incorporation of the Co-operative Society or Limited Company as the case may be) a Deed of Sub-Lease/Assignment in respect of the said land described in the First Schedule hereunder written, in favour of one or more persons who have taken and/or who may take from the Builders a flat, shop or other portions in the said multi-storied building/s known as Indraprastha I, II, III and IV. If the Builders so exercise their right reserved to them under this clause, the person or persons in whose favour

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formed all the thority, atholder hall be respect truction the Deed of Sub-Lease/Assignemt is obtained, (hereinafter referred to as the 'Promoter') shall be bound by the undermentioned conditions and provisions and suitable provisions for the same may also be contained in the Deed of Sub-Lease/Assignment.

- (a) The Promoter/s shall be obliged to transfer the immovable property (so sub-leased/assigned in his/their favour under such Deed of Sub-Lease/Assignment) in favour of the Builders, if any of the Flatholders who have taken and/or who take on ownership basis from the Builders the flat, shop and/or other portions in the aforesaid building/s fails to pay as per the ownership agreement, the consideration money infull payable by the Flatholder concerned to the Builders and further that till such time the promoter/s shall hold such immovable property with himself/themselves and shall not transfer it to any such incorporate body.
- (b) Though the Builders obtain such Deed of Sub-Lease/Assignment in favour of the Promoter/s the Builders shall be entitled to retain possession of the said immovable property described in the First Schedule hereunder written and to continue with the development thereof and to complete the said building/s as planned by the Builders and that till the time the Builders recover in full all their dues thereof from the Flatholders, who have taken or who may thereafter take the flats, shops and other portions in the said building/s the Builders shall have the first and paramount charge and lien on the immovable property described in the First Schedule hereunder written and on the said building/s and further that the Builders shall be entitled to retain possession of the said immovable property and the said buildings till the time all their dues aforesaid are received by the Builders in full.
- (c) Though the Builders obtain such Deed of Sub-Lease/Assignment in favour of the Promoter/s, the Builders shall be entitled to continue to sell on ownership basis the unsold flats, shops and other portions in the said building/s as also to recover and receive from the Flatholders who have taken or who may thereafter take from the Builders on ownership basis the flats, shops and other portions of the said buildings the full consideration in respect of the flats, shops and other portions in the said building/s and the obtaining of such Deed of Sub-Lease/Assignment shall not in any manner affect the rights and remedies of the Builders under the ownership agreement, the intention being that all such rights and remedies shall continue to be in full force and effect and that the obtaining of the said Deed of Sub-Lease/Assignment shall be without prejudice to such rights and remedies of the Builders.

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- (d) The Promoter/s shall be obliged, whenever required by the Builders after the Co-operative Society is registered or the Limited Company is incorporated, as the case may be, to transfer in favour of the Co-operative Society or Limited Company, as the case may be (without demanding or charging any consideration) interest in the said immovable property described in the First Schedule hereunder written which would be obtained under the said Deed of Sub-Lease/Assignment.
- (e) The Flatholder shall be required to bear and pay to the Builders the proportionate contribution of the Flatholder, of the Stamp Duty and Registration Charges that may have been paid and/or that may be paid in respect of such Sub-Lease/Assignment in favour of the Promoter/s referred to in this clause.

33. The Builders have paid to the Bombay Municipal Corporation a deposit to ensure that when a public drain or sewerage is laid, the drain or sewerage from each of the said buildings, shall be connected to such public drain or sewerage. The Flatholder therefore covenants with the Builders that:—

- (a) The Flatholder shall pay to the Builders at the time of taking possession of the said premises reimbursement of the security deposit which the Builders have paid/shall pay to the Bombay Municipal Corporation regarding connecting the drainage and sewerage from the said buildings to the public drain and sewerage when laid by the Bombay Municipal Corporation.
- (b) The Flatholder/Society or the Limited Company, as the case may be, shall at their own costs, lay and connect the drainage sewerage from the said buildings to the public drain and sewerage when laid by the Bombay Municipal Corporation and shall comply with all the requirements of the Corporation in that connection.

34. The deposits that may be demanded by or paid to the Bombay Municipal Corporation for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or Building Completion Certificate and for giving water connection to the said buildings shall be payable by all the Flatholders of the said buildings in proportion to the respective purchase price of their respective flats and shops, the amount of the same to be determine by the Builders. The Flatholder agrees to pay to the Builders within seven days of demand, such proportionate share of the Flatholder of such deposit.

35. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the Bombay Municipal Corporation, Government and/or any other Public Authority in respect of the said land and/or buildings/s the same shall be borne and paid by all the Flatholders in proportion to the respective purchase price of their respective flats and shops.

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36. The Flatholder agrees and binds himself to pay to the Builders his provisional monthly contribution of Rs. 300///Rs. 400/+ per month towards the aforesaid outgoings (referred to in clause (11) above) from the date as provided hereinabove in clause (10) and payable every month regularly in advance till such time as the said property is transferred to a Co-operative Society or Limited Company, as the case may be, and he shall not withhold the same for any reason whatsoever.

37. If for any reason prior to the completion of all the said buildings and/or the receipt by the Builders of the total consideration money receivable by them, a Deed of Sub-Lease/Assignment is executed in favour of the Co-operative Society or Limited Company and if on the date of such Sub-Lease/Assignment the said new buildings or any of them is not fully constructed and/or completed and/or if the said buildings or any of them and/or other portion of the said property has or have not been disposed off by the Builders on ownership basis, or if the Builders have not obtained in full the consideration money receivable by them from all persons who obtain the flats, shops, and other portions in the said property, then and in any such events, the Builders shall have the right to construct and complete the said buildings and to dispose off the unsold flats, shops and/or other portions of the said property and/or to receive the consideration money, even though such Sub-Lease/Assignment is obtained in favour of the Co-operative Society or the Limited Company. Adequate provisions for the above may be made in the Deed of Sub-Lease/Assignment.

38. All notices to be served on the Flatholders as contemplated by this agreement shall be deemed to have been duly served if sent to the Flatholder by prepaid post under certificate of posting at his/her address specified below:

Hr. Fagelish Shamaldas pasikh, Address: 43/B, Bhanu Fyoti Buileling. Nivetiya Road, Malad (East)

BOM BAY-400094.

39. The Flatholder hereby gives his/her express consent to the Builders to raise any loan against the said leasehold piece or panel of land and the buildings under construction and to mortgage the same

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and/or create a charge thereon with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Builders at their expenses before the said premises are handed over to the Flatholder.

- 40. It shall be at the discretion of the Builders to decide whether a Co-operative Society should be got registered or a Limited Company should be got incorporated. On the Builders making their decision as aforesaid, the Flatholder and the other persons who have acquired or who acquire the other flats/shops shall be required to sign all forms, applications, papers, deeds and documents etc. as may be reasonably required to carry out such decision and to effect a proper Sub-Lease/Assignment of the said leasehold plot of land with the building and structures, as the case may be.
- 41. The Flatholder shall permit the Builders and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Flatholder shall make good, within three months of the Builders giving a notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Builders to the Flatholders, and also for the purpose of repairing any part of the Building/s and for the purpose of making, repairing, maintaining, rebuilding, cleaning; lighting and keeping in order and condition all services, drains pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said building/s and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.
- 42. IT IS ALSO UNDERSTOOD AND AGREED BY AND BET-WEEN the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building/s if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flatholders. The said terrace spaces shall remain open to sky until and unless permission is obtained in writing by the purchaser thereof from the Builders and/or the Co-operative Society as the case may be and the Bombay Municipal Corporation.
- 43. If at any time prior to or even after the execution of the Deed of Sub-Lease/Assignment, the F.S.I. at present applicable to the said land is increased, such increase shall enure for the benefit of the Builders alone without any rebate to the flatholder.
- 44. The Builders shall have a first lien and charge on the said premises agreed to be acquired by the Flatholder in respect of any amount payable by the Flatholder to the Builders under the terms and conditions of this Agreement.

45. As required by the Bombay Suburban Electric Supply Ltd. a sub-station room is to be provided to them on the property and the Builders shall execute/have executed a Deed of Lease/Sub-Lease with the B.S.E.S. Ltd. in this connection. The Flatholder shall not raise any objection and/or obstruction towards the putting up and construction of the Electric Sub-Station and its structure and allied constructions, the pipes and the boxes for electric meters and other matters in this connection and shall extend all cooperation as may from time to time, be necessary in this respect as per the rules and regulations of B.S.E.S. Ltd.

Please see Addenda on page No: 22.

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THE FIRST SCHEDULE ABOVE REFERRED TO

Plot No. 1 out of Survey No. 287 (part) Malad (East), Bombay

ALL THAT piece or parcel of land approximately admeasuring 15,467.64 sq. mtrs. (equivalent to 18,499.75 sq. yds.) that is, sub-divided plot No. 1 out of Survey No. 287 (part) Hissa Nos. 1, 4, 5, 6, 7 and 8 of Malad Village (East) in Greater Bombay, within the Registration Sub-District of Bombay City and Bombay Suburban and bounded as follows: that is to say, on or towards the North partly by plot bearing S. No. 503 (part) and partly by Road, on or towards the South partly by plot Nos. 5, 6, 7 of S. No. 287 and partly by boundary of village Pahadi, On or towards the East partly by 44 feet wide Road and partly by plot Nos. 5, 6 and 7 of S. No. 287 and on or towards the West by Road.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

## SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES

STRUCTURE

: R.C.C. frame structure with masonary walls,

plaster on both sides.

FLOORING

: I.P.S. Flooring shall be provided in hall, bed-

rooms, passages and verandah.

KITCHEN

Flooring in kitchen shall be of I.P.S.

BATH -CUM-WC: Flooring shall be of I.P.S.

W.C.

Flooring shall be of I.P.S.

DOORS

All doors shall be teak wood panelled.

ELECTRICALS

Open Aluminium wiring shall be provided with one light point and one fan point in the living rooms and bedrooms. One light point and one domestic plug point shall be provided in the kitchen. One light point in each bath, bath-cum-W.C. and W.C. One bell point shall be provided to each

flat.

PLUMBING

: Open type plumbing shall be provided in each

flat. One tap in kitchen and one tap in each bath,

W.C. One shower in each bath.

WINDOWS

Windows will be glazed.

TERRACE

Terrace will have Indian Patent stone flooring.

BOUNDARIES

: There shall be fencing on all the sides of the plot

which shall be demarcated at site.

LIFTS

: Lift shall be provided in the building.

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### THE THIRD SCHEDULE ABOVE REFERRED TO

Terms and conditions and covenants to be observed by the Flatholders.

#### WATER SUPPLY

- (a) Auxiliary undergrousd water storage tank and pump room serving buildings in Plot No. 5, 6 and 7 are situated and will continue to be situated in plot No. 1.
- (b) Auxiliary underground water storage tank and pump room for plot No. 11, Sub-plot No. 8A, Sub-plot No. 8B and Sub-plot No. 8C are located in plot No. 1 and auxiliary underground tanks for plot No. 28B and plot No. 10 will also be located in plot No. 1.

Adequate means of access and right of way shall be provided for the maintenance and repairs to the said storage tanks and pump rooms.

# 2. RECREATION GARDENS

The common recreation plot Nos. 27 and 28 are for use of all the residents of the proposed new buildings in the layout of Survey No. 287.

# 3. STORM WATER AND SURFACE DRAINAGE

- (a) Storm water will pass from Sub-plot 8-C (Vikramaditya) to Sub-plot 8-B (Chandragupta) to Sub-plot 8-A (Chanakya I & II) to 44 ft. wide layout road between plot Nos. 1, 5, 6, 7 and Sub-plot 8-A to plot No. 1 to 44 ft. wide existing road abutting plot No. 1.
- (b) Storm water will pass from plot No. 5, 6 and 7 (State Bank of India) to plot No. 1 to 44 ft. wide existing road abutting plot No. 1.

#### 4. DRAINAGE

- (a) Drainage from soak pit/drainage line of plot No. 5, 6 and 7 (State Bank of India) will pass through plot No. 1 and will be connected to Municipal sewer as and when Municipal drainage starts on the road abutting plot No. 1.
- (b) The septic tank and soak pit for buildings viz. Chanakya I & II (on Sub-plot 8-A) Chandragupta (Sub-plot 8-B) and Vikramaditya (Sub-plot 8-C) are located in plot No. 1. Drainage line of the said plots will pass through plot No. 1 and connected to Municipal sewer on 44 ft. wide road in front of plot No. 1.

#### 5. RIGHT OF WAY

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There will be a common right of way 15 feet wide for pedestrains passing through plot No. 1 towards the South-West of the plot as marked on Plan 'A' annexed.

#### 6. FORMATION OF APEX BODY

An Apex Body in the form of Association/Federation of all the plots in S. 287 (except plots Nos. 5, 6 and 7) (State Bank of India) 12-B, 15, 21, 22 (pt) will have to be formed for the maintenance and upkeep of the following i.e. all the roads, right of ways, street lighting, storm water drains, drainage mains, water mains, auxiliary underground water storage tank/s and pump rooms (for O.H. Reservoir) in plot No. 22, overhead water reservoir in plot No. 19, Common Recretion plots Nos. 27 and 28 and plot No. 15 (No Development Zone).

- (a) Plot No. 1, Sub-plot 23-A, 23-B, 8-A, 8-B, 8-C plot Nos. 11, 27-A and 16 will not contribute towards the maintenance of O.H. Water Reservoir in plot No. 19 and Auxiliary Underground Tank and Pump Room in plot No. 22 (for Reservoir) as these plots are having their own water distribution systems.
- (b) Plot No. 1 Sub-plot 8-A, 8-B, 8-C, 23-A, 23-B and 16 will not contribute towards the maintenance of drainage mains, as these plots are having their own drainage system.
- (c) Maintenance of 44' wide D.P. Roads along with the drainage, water mains, storm water drains and street lighting therein, will be taken care of by the Apex Body, until the same are taken over by the Bombay Municipal Corporation and B.S.E.S.
- 8. Association or Federation shall be formed of all the holders of Geven hunclesed different plots/Sub-plots in the layout, or their successors in title, ten only.) who would maintain and repair such feeder roads, D.P. Roads, including the lighting, drainage, water mains, storm water drains and the common garden areas etc. (to be shared by them respectively in proportion to the area of their respective plots/sub-plots) till the time they are taken over by the Bombay Municipal Corporation.
- Underground water tanks (with water pumps and pump houses)
  are to be constructed in plot No. 1, (at a location to be selected by
  the Builders) for providing water connections to some of the other

buildings in the said Housing Complex on Survey No. 287 and necessary pipes will have to be laid for the purpose. Furthermore, means of access shall also be available to some other buildings in the said Housing Complex along the 15 feet wide strip (on the South/West side of the plot No. 1) shown on the said Plan A. Due provision for the above shall be made in the documentation contemplated by this Agreement.

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

SIGNED SEALED AND DELI-

VERED by the withinnamed

UNIQUE ESTATES DEVALOP-

MENT COMPANY LIMITED in

the presence of handan. 5

for UNIQUE ESTATES
DEVELOPMENT CO. LTD.

Authorised Signatory, Director

SIGNED SEALED AND DELI-VERED by the withinnamed Flatholder Shri/Smt. Jugalish Shamuldas pakildi.

in the presence of K.J. Parikh.

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45. The parties hereto specifically declare and confirm that -

- (a) it is specifically declared that the possession of the said premises is not transferred to the Purchaser before the execution, or at the time of execution or after the execution of this Agreement, without executing the Conveyance.
- (b) the explanation to Article 25 of the Bombay Stamp Act, 1958 (introduced with effect from 10-12-1985) is not applicable to this Agreement.

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A. H. PARPIA AND CO. Advocates and Schioitors

Lentin Chambers, Dalal Street, Bombay 400 023

Telephone: 271807

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Re: Plot No. 1 admeasuring about 15,467.64 sq. metres being part of Survey No. 287 Malad (East), Bombay, on which buildings known as 'Indraprastha' and others are being constructed by Unique Estates Development Company Limited.

## CERTIFICATE

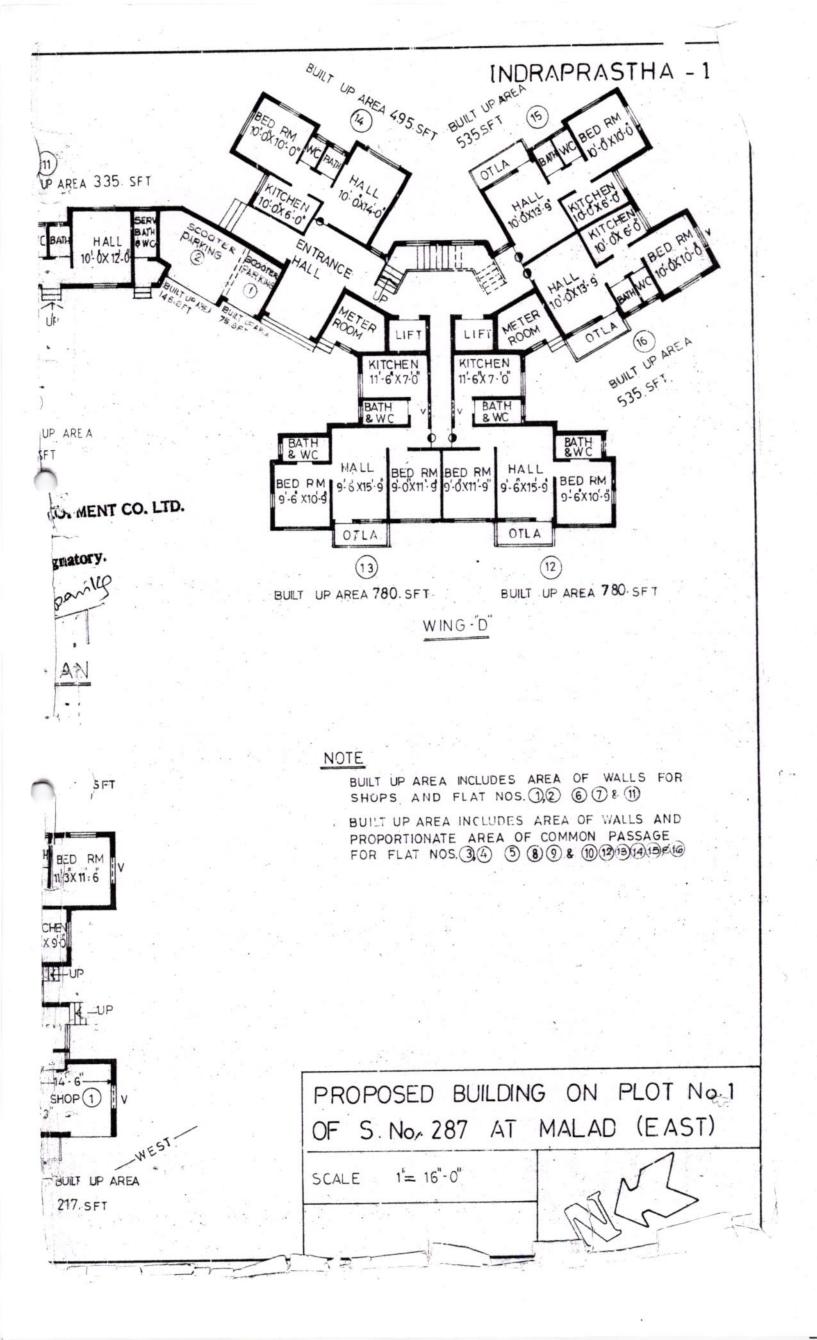
Havenkores Real Estates Private Limited (hereinafter referred to as 'the Lessee') hold on Lease a large piece of land bearing Survey No. 287 (part) at Malad (East), Bombay, under the registered Indenture of Lease dated 27th December 1973.

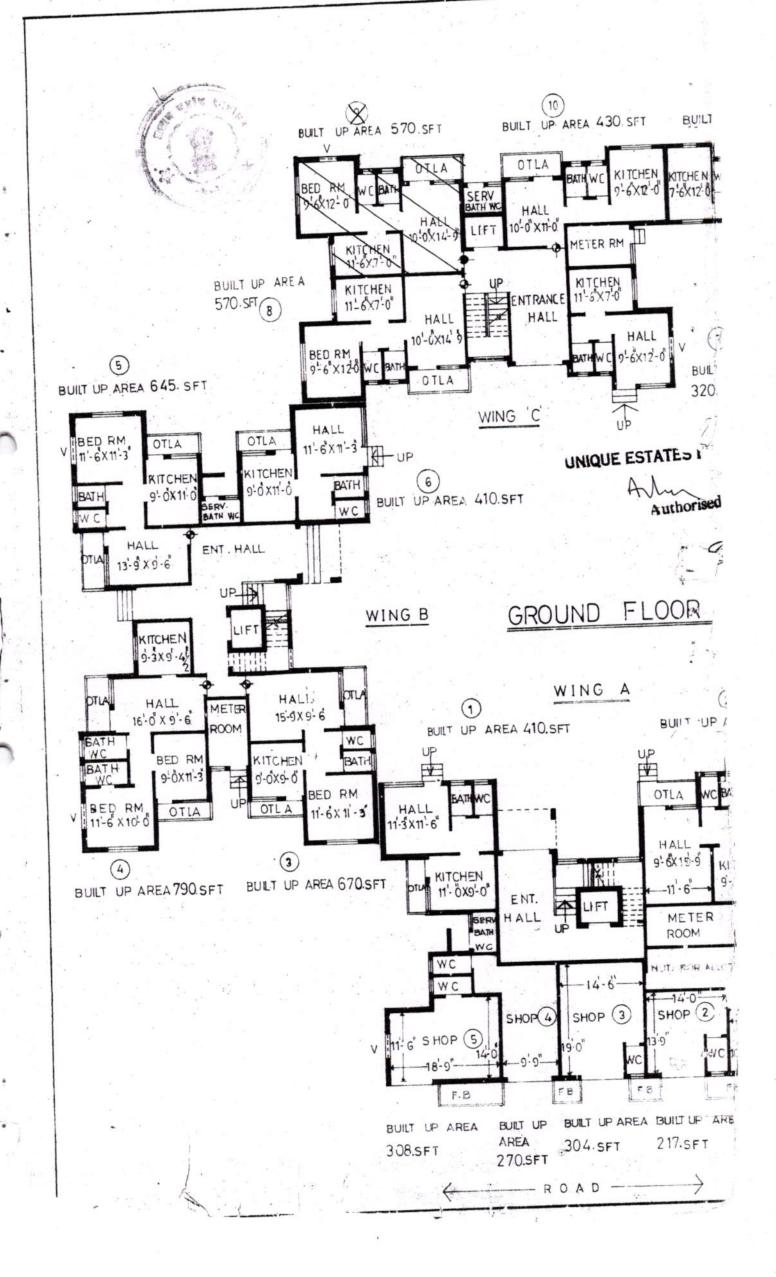
The Lessee has entered into a Development Agreement dated 21st February 1981 with Unique Estates Development Company Limited (hereinafter referred to as 'the Developers') under which the Developers have obtained from the Lessee sole and exclusive development rights in respect of the undisposed portion of the said leasehold property, including the said plot No. 1.

We have investigated the title of the Lessee to the abovementioned property and certify that in our opinion the title of the Lessee to the abovementioned property is clear, marketable and free from encumbrance.

Bombay dated this 2nd day of May 1983.

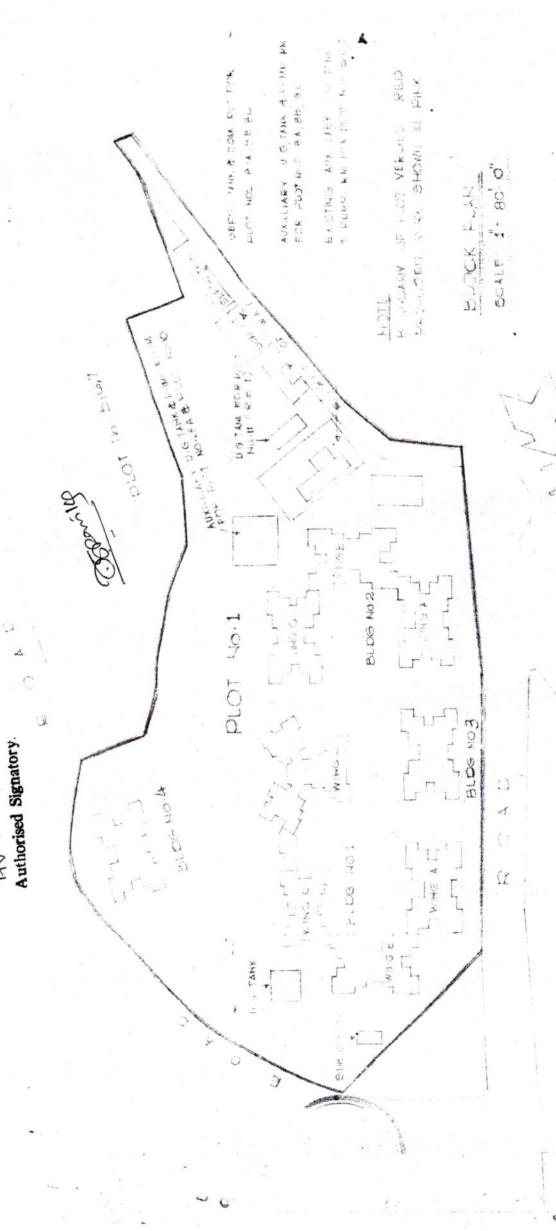
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UNIQUE ESTATES DEVELOPMENT CO. LTD.



# DEVELOPMENT CO. LTD.

Regd. Office

Construction House 'A' 24th Road, Khar, Bombay 400 052.

Shri/Smt. <u>Fagelish Shormaldas Parikh</u>,

Address 43/B, Bhann Fyot: Blog,

Nivetiza Road Malad (East),

B O M BAY - 400099.

Residence

Phones:

Office

# **AGREEMENT**

Agreement in respect of Flat/Shop/Garage/Car

Parking Space No.9(NINE) on glaund flows
in the buildings known as Indraprastha I,/H, HH

& IV on Plot No. 1 out of Plot bearing Survey
No. 287 Malad (East), Bombay.

Messrs A. H. PARPIA AND CO.
Solicitors and Advocates
Lentin Chambers,
Dalal Street, Fort,
Bombay 400 023.