

EVERSHINE RESIDENCY



AGREEMENT FOR SALE OF

Warehouse 2A on Ground
Shop/Flat No. _____ wing of EVERSHINE Bldg.
Residency
IN

Pooja Enterprises

215, Veena Beena Shopping Centre,
Guru Nanak Road, Bandra (West),
Mumbai-400 050

Phone : 6612867 - 6422418



460001
Dr (Mrs) Rekha J. Vaithy

ए.नं-२/
१०/११/०१
२००१

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 10 day of September 2001 One Thousand
Nine Hundred and Ninety One BETWEEN M/s. POOJA ENTERPRISES, a Partnership Firm registered under the Indian Partnership Act, 1932 and carrying on its business at 215, "Veena Beena" Shopping Centre, Bandra (W), Mumbai 400 050, hereinafter referred to as "the Builders" (which expression shall unless it be repugnant to the context or meaning thereof to mean and include the partner or partners of the said firm for the time being and the heirs, executors of the last surviving Partner, of the ONE PART, AND Mrs. / Messrs. Dr. Rekha J. Vaithy

of Mumbai Indian Inhabitant/ a Partnership Firm / a Limited Company carrying a business at / residing at C/109
Round Tower Corporation Bank Bldg
10 Colaba Baniyali well
Mumbai 403

hereinafter referred to as "the Purchasers" which expression shall

Rs. 46000/- i.e. Forty six thousand only.

GENERAL STAMP OFFICE
TOWN HALL, FORT
MUMBAI - 400 023
MAH/CSO/21
22/9/01
STAMP DUTY
0046000/-
23.7.2001
SPECIAL ADHESIVE

V. N. Mahajan
Proprietor,
General Stamp Office Mumbai

Handwritten signature

Handwritten mark

Handwritten signature

बदर-२/
सि.स. १२/२८
२००१

unless it be repugnant to the context thereof be deemed to include his/her heirs executors and administrators/partner or partners / successors and assigns of the Second Part.

WHEREAS Pandurang Kashinath Patil, Balkrishna Pandurang Patil and Vasant Pandurang Patil (hereinafter referred to as "the Patil Owners") are subject to the transactions hereinafter recited seized and possessed of the Plot bearing Survey No. 128, Hissa No. 3, City Survey No. 538 admeasuring 536 square metres situate, lying and being at Village Eksar, Borivali more particularly Firstly described in the First Schedule hereunder written.

AND WHEREAS by an Agreement dated the 9th day of May, 1992, made by and between the Patil Owners of the One Part and M/s. Mamtara Associates (hereinafter referred to as "the said firm") of the Other Part, the Patil Owners agreed to sell and the said firm agreed to purchase the said Plot for the consideration and on terms and conditions therein mentioned.

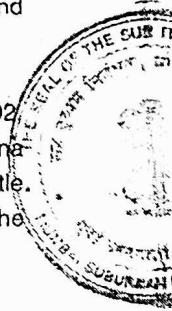
AND WHEREAS by an Agreement dated the 18th December 1992 made by and between the said firm of the One Part and Mrs. Bhavna Mahendra Vyas of the Other Part, the said firm assigned its right, title and interest under the said Agreement to the said Bhavna for the consideration and on terms and conditions therein mentioned.

AND WHEREAS the Owners at the request of the said firm executed a Power of Attorney dated 12 May 1992 in favour of the said Bhavna.

AND WHEREAS by an Agreement dated the 16th June 1993, made by and between the said Bhavna of the One Part and the Builders of the Other Part the said Bhavna agreed to sell to the Builder the said property for the consideration and on terms and conditions therein mentioned.

AND WHEREAS the Patil Owners, the said firm and the said Bhavna having received the respective amounts of their consideration delivered peaceful and vacant possession of their Plot to the Builders.

AND WHEREAS Andrew Mathias Rodriques, John Mathias Rodriques, Mathias Rodriques, Francis Mathias Rodriques, Philomena Mathias Rodriques (alias Philomena Maxi Koli) hereinafter referred to as "the Rodriques Owners" are subject to the transactions hereinafter



571-21
10/12/13
2002

recited, seized and possessed of adjacent Plot bearing Survey No. 128, Hissa No.4, C.T.S. 537 situate, lying and being at Eksar, Borivali, more particularly described Secondly in the First Schedule hereunder written.

AND WHEREAS by an Agreement dated the 8th day of Nov 1989, made by and between "the Rodrigues Owners" of the One Part and the said Bhavna of the Other Part, Rodrigues Owners agreed to sell and the said Bhavna agreed to purchase the said Plot bearing C.T.S. No. 537 for the consideration and the terms and conditions therein mentioned.

AND WHEREAS by an Agreement dated the 23rd June, 1993, made by and between the said Bhavna of the One Part and the Builders of the Other Part the said Bhavna assigned her rights, title and interest under the said Agreement dated 23 June 1993 to the Builders in respect of the said Plot bearing C.T.S. No. 537 for the consideration and terms and conditions mentioned therein.

AND WHEREAS the Rodrigues Owners and the said Bhavna having received the amounts of their consideration payable to them, they have delivered peaceful and vacant possession of the said Plot more particularly described in the First Schedule hereunder written.

AND WHEREAS the Builders amalgamated the said two properties, more particularly described in the First Schedule hereunder written, prepared and got sanctioned Building Plans and Specifications for construction of a Building on amalgamated the said Plots comprising self contained flats and 2 (two) Row Houses as an integral part of the Building with a view of selling flats and the 2 (two) Row Houses on what is popularly known as "Ownership Basis" and transferring the land and Building to the Co-operative Housing Society or a Limited Company or Condominium Society to be formed of flats and Row Houses purchasers under applicable laws.

AND WHEREAS the exact portions of the amalgamated Plots on which the building and the two Row Houses (Row House 'A' and Row House 'B') will be constructed are shown on the site plan hereto annexed and marked Exhibit 'B'.

AND WHEREAS according to the Scheme of Development involved by the Builders the Purchasers of Row Houses will be entitled to exclusive use, occupation and enjoyment of their respective Row



बदर-२/		
१४३४/१२२/	२००१	

Houses including terraces / verandahs on any floor and terraces over the Row Houses and the Purchaser / Owner of Row House 'A' will be entitled to exclusive use, occupation, enjoyment of the open space immediately adjacent to his Row Houses admeasuring _____ square feet and shown on the plan shaded _____ and the Purchaser / Owner of Row House 'B' will be entitled to use, occupy and enjoyment of the open space immediately adjacent to his Row House admeasuring _____ square feet and shown without obstruction, hinderance or interference from any of the flat Owners.

AND WHEREAS the title of the amalgamated Plots has been investigated by M/s. M.T. Miskita and Company, Advocates and Solicitors, who have issued their Certificate of Title, a Copy whereof is hereto annexed and marked 'Exhibit 'A'.

AND WHEREAS while sanctioning the said plans the Corporation has laid down certain terms and conditions, stipulations and restrictions, which are to be observed and performed by the Builders while developing the said land and upon due observance and performance of which only Completion Certificate in respect of the new building shall be granted by the Corporation.

AND WHEREAS the Purchaser is desirous of acquiring from the Builders a Flat No. _____ on _____ floor / Row House No. 2A / Car Parking Space No. _____ in the Compound of the building in the compound of the building to be constructed on the said Plots for the consideration and on the terms and conditions contained (hereinafter referred to as the ("said premises".)

AND WHEREAS the Purchaser has demanded from the Builders and the Builders have given to the Purchaser inspection of the document of title relating to the said property, plans, designs, IOD No. CC/1034/BPCWS) AR dated 28.6.93, Commencement Certificate No. CC/1034/BPCWS) AR dated 28.2.93 and such other documents as are specified under the Maharashtra Ownership Flats (Registration of the Promotions of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made thereunder.

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Builders a sum of Rs. 50000/-



एए-२/
१६/११/१२/२१
२००९

5

(Rs. ₹ 10,00,000/- only) being earnest money of the sale price of the said premises agreed to be sold by the Builders to the Purchaser (payment and receipt whereof the Builders do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builders balance of the said price in manner hereinafter appearing.

AND WHEREAS under Section 4 of the said Act the Builders are required to execute a Written Agreement for Sale of the said premises with the Purchaser and the same to be registered under the provisions of the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSESH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Builders shall, under normal conditions, construct the said building presently consisting of ground and upper floors and two Row Houses on the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the Municipal Corporation which have been seen and approved by the Purchaser with only such variations and modifications as the Builders may consider necessary or as may be required by the Municipal Corporation or the Government to be made in them or any of them.

2. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the Purchaser (a) Flat No. _____ on _____ floor, admeasuring _____ square feet carpet area (b) Row House No. 2A admeasuring 520 square feet ^{Carpet} area (inclusive of the area of balconies but excluding terrace areas and open spaces) on 2 floor (c) Car Parking Space/ covered/open Garage No. _____ in the compound of the building (hereinafter referred to as "the said premises") for the price of Rs. 10,00,000/- (Rupees ten lacs -

_____ only) being the proportionate price of the common areas and facilities appurtenant to the said premises, the nature extent and description of the common/ limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The said premises as shown on the plan hereto annexed and thereon surrounded by a red coloured boundary line. The Purchaser hereby agrees to pay to the Builders the aforesaid purchase price in the following manner :-



पद-२/
१८.६.११
२००१

Chait

- (a) Rs. 50000/- Received on or before the execution of this Agreement as stated herein above.
- (b) Rs. _____ On completion of the Plinth.
- (c) Rs. _____ On casting of the 2nd Slab.
- (d) Rs. _____ On casting of the 4th Slab.
- (e) Rs. _____ On casting of the 6th Slab.
- (f) Rs. _____ On casting of the 8th Slab.
- (g) Rs. _____ On completion of internal plastering.
- (h) Rs. _____ On completion of flooring.
- (i) Rs. 950000/- Being the balance of purchase price against possession of the said premises.

3. The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the concerned local authority, occupation and/or completion certificate in respect of the premises.

4. The fixtures, fittings and amenities to be provided by the Builders in the premises and the Building, are those that are set out in the Second Schedule hereto.

5. The builders hereby declare that the Floor Space Index to be available in respect of the said Plots is as per the sanctioned plan of the said land and that no part of the said floor space index has been utilised by the Builders or the Vendors elsewhere for any purpose whatsoever. The residual F.S.I. in respect of the said Plots not consumed and any additional F.S.I. that may be granted in respect of the said land whether before or after the execution of Deed of Conveyance of the said Plots and building by the Builders in favour of a Co-operative Society/Limited Company such residual and/or additional F.A.R. (F.S.I.) shall be available to the Builders alone for their own benefit for consumption in further construction by way of horizontal or vertical extensions to the building or erecting a new structure on the said land or otherwise as may be permissible under the regulations in force and the premises in such



[Signature]

बदर-२/
५६५६/११
२००६

7



additional structure(s) / extension will be the sole and exclusive asset property of the Builders and they shall be entitled to dispose off or let-out such premises to prospective purchasers or leases or tenants on such terms and conditions as they may deem fit in their sole discretion and such purchasers shall be entitled to become members of the Co-operative Society / Limited Company when formed and registered. The Builders shall be entitled to acquire at their own costs Transfer of Development Rights (TDR), FSI in respect of other properties and utilise such TDR, FSI in the construction of additional structures / floors over the building at their own costs as may be permitted by Development Control Rules for the time being in force and to sell Premises such structures / floors to prospective purchasers for such consideration and on such terms and conditions as the Builders may deem fit and such Purchasers shall be entitled to become members of the Co-operative Society / Condominium Society / Limited Company when formed according to the provisions of these presents. The Purchaser hereby consents, and irrevocably authorises the Builders to exercise the rights contained in this Clause without reference or notice to them it is being agreed that the Builders shall not require to take any further consent or permission of the Purchasers.



6. The Purchaser agrees to pay to the Builders interest at 24% (Twenty Four per cent) per annum on all the amounts which become due and payable by the Purchaser to the Builders under the terms of this Agreement from the date of the said amount is payable by the Purchasers to the Builders.

7. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builder / Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Builders unless and until the Builder shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.



बदर-२/
१०५६ / २१
२००२

LL
PROVIDED further that upon termination of this agreement as aforesaid, the Builders shall refund to the Purchaser the instalments of sale price of the said premises which may till then have been paid by the Purchaser to the Builders but the Builders shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Builders, the Builders, shall be at liberty to dispose of and sell the said premises to such person and at such price the Builders may in the absolute discretion think fit.

LL
8. The Purchaser of the flats has fully acquainted himself hereof with all the aspects of the Development Scheme and are aware that the Purchasers / Owners of the Row Houses 'A' and 'B' shall be entitled to exclusive occupation, use and enjoyment of their respective Row Houses and that the Owner of Row House 'A' shall be entitled to use, occupy and enjoy the open spaces admeasuring _____ square metres shown on the plan hereto annexed and thereon shaded _____ and that the Owner of Row House No. 'B' shall be entitled to exclusive use, occupation and enjoyment of the open spaces admeasuring _____ square metres and shown on the Plan hereto annexed and thereon shaded _____ without obstruction, hindrance or interference from any of the Owners of the flats or Owner of the other Row House. The respective Owners of the Row Houses shall not carry out any construction, horizontal or vertical or construct any structures on the open space shown shaded _____ and _____ on the Plan hereto annexed on the Bungalows which will breach any applicable building laws or Development Control Rules or which will amount to utilising any FSI or Transfer of Development Rights, unless specifically authorised in writing, by Builders or the Co-operative Society / Limited Company / Condominium Society after it is formed or registered and the plots and building conveyed to it and only as after building plans and specifications and designs are approved by the Municipal Corporation of Greater Bombay and other Concerned Authorities.

LL
9. The Builders shall give possession of the premises to the Purchasers on or before _____ day of _____ 199
PROVIDED all the amounts due by the Purchaser to the Builders under this Agreement are paid to the Builders in full. If the Builders fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents as per provisions of Section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said




बदर-२/
१०१६/१०/२१
२००१

9

[Handwritten signature]

Act, then the Builders shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at nine per cent per annum from the date the Builders received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulation specified in Section 'B' have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator till the entire amount and the interest thereon is refunded by the Builders to the Purchaser, they shall, subject to prior encumbrances if any be a charge on the said land as well as the construction or building in which the flats are situated or were to be situated.

PROVIDED THAT the Builders shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date. If the completion of building in which the said premises is to be situated is delayed on account of :

- 
- (i) non-availability of steel, cement, other building materials, water or electric supply;
 - (ii) War, Civil commotion or act of God;
 - (iii) Any notice, order, rule, notification of the Government and / or other Public or competent Authority.

10. The Purchaser shall take possession of said premises within seven days of the Builders giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

11. The Purchaser shall use the said premises or any any part thereof or permit the same to be used for the purpose of residence. He shall use the garage or parking space only for the purpose of keeping or parking his own vehicle.

12. The Purchaser, along with the other Purchasers of the premises in the building shall join in forming and registering the Society or a Limited Company to be known by such name as will be approved by the Registering Authority and for this purpose also from time to time sign and execute the application for registration and/or 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 bye-laws of the proposed Society and duly fill in, sign and return to the

[Handwritten signature]

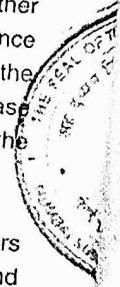
पत्र-२/
१०/११/१९७२/
२००१

10

Builders within 7 days of the same being forwarded by the Builders to the Purchasers so as to enable the Builders to register the organisation of the Purchasers under Section 10 of the said Act within the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules of 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or Memorandum and/or Article 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.

13. Unless it is otherwise agreed to by and between the parties hereto the Builders shall, after four months of registration of the Society or Limited Company as aforesaid cause to be transferred to the Society or all the right, title and the interest of the Vendor / Original / Owner / Builders and/or the Owners in the aliquote part of the said land together within the Building/s by obtaining or executing the necessary conveyance of the land (or to extend as may be permitted by the authorities) and the said building in favour of such Society or Limited Company as the case may be and such assignment/conveyance shall be in keeping with the terms and provisions of this Agreement.

14. Commencing a week after notice in writing is given by the Builders to the Flat Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building/s namely local taxes, betterment charges, development charges or such other levies by the concerned local authority and/ / or Government, water charges, insurance, common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Purchaser shall pay to the Builders such proportionate share of outgoings as may be determined that the Purchaser shall pay to the Builders provisional monthly contribution of Rs. 2000/- per month towards the outgoings. The amounts so paid by the Purchaser to the Builders until a conveyance is executed in favour of the Society or a Limited Company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Builders to the Society or the Limited Company, as the case may be. The Purchaser undertakes to



Handwritten initials and a signature mark.

बहर-२/
५०३/१५
२००९

ll

pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15. The Purchaser shall, on or before delivery of possession of the said Premises, pay to the Builders the following amounts :-

- | | | |
|-----|--------------|-----------------------------------------------------------------------------------------------------|
| (1) | Rs. 1,000.00 | for legal charges and other expenses for this Agreement. |
| (2) | Rs. 260.00 | for Share money application/entrance fee of Society or Limited Company. |
| (3) | Rs. 750.00 | for formation and registration of the Society or Limited Company |
| (4) | Rs. 3,500.00 | for proportionate share of Taxes and other charges for the period during the course of construction |
| | ===== | |
| | Rs. 5,510.00 | Total |
| | ===== | |

ll

16. At the time of registration the Purchaser shall pay to the Builders the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the Conveyance or any document or instrument of transfer in respect of the said land / the building to be executed in favour of the Society or Limited Company.

17. The Purchaser/s himself / themselves with intention to bring all persons into whatsoever hands the said premises may come both hereby covenant with the Builders as follows :-

- To maintain the premises at Purchaser's own cost in good tenable repair and condition from the date of possession of the Flat / Shop / Row House is taken and shall not do or suffered to be done anything in or to the Building in which the premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.
- Not to store in the Flat / Shop / Row House any goods, which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which

ll

बदर-२/
१०११०२३६
२००२

12

the premises is situated or storing of which goods is objected to by the concerned or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the premises is situated including entrance of the building in which the premises is situated and in case any damage is caused to the building in which the premises is situated or the premises on account of negligence or default of the Purchaser in this behalf, the flat / shop / Row House Purchaser shall be liable for the consequences of the breach;

- (c) To carry at his own cost, all internal repairs to the said premises and maintain the premises in the same conditions, state and order, in which it was delivered by the Builders to the Purchaser and shall not do or suffer to be done anything in or to the building in which the premises is situated or the premises which may be given under the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colourscheme of the building in which the premises is situated and shall keep the Portion sewers, drain pipes in the premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC Partis or other structural members in the premises without the prior written permission of the Builders and/or the Society or the Limited Company.
- (e) Not to do or permit to be done any Act or thing, which may render void and voidable any insurance of the said land and the building in which the premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or



[Handwritten signature]

बदर-२/
१०/११/१९२२/
२००१

13

any portion of the said land and the building in which the premises is situated:

- (g) Pay to the builders within seven days of demand by the Builders his share of security deposit demanded by the concerned local authority or Government or giving water electricity or any other service connection to the building in which the premises is situated;
- (h) To bear and pay increase in local taxes, water charges, insurances and such other levys, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the Flat / Shop / Row House by the Purchaser, viz. user for any purposes other than for residential purposes;
- (i) The Purchaser shall not let, sub-let, transfer, assign, or part with Purchaser's interest or benefit factor of this Agreement or part with possession of the premises until all dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of the Agreement and until the Purchaser has intimated in writing to the Builders;

RECEIVED
10/11/2001
BANK OF INDIA
MUMBAI

(j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time or protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with terms of This Agreement;

- (k) Till conveyance of Building in which the said premises is situated is executed the Purchaser 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 land and buildings or any part thereof to view and examine the state and condition thereof;

ll

14

बदर-२/
५८ ५९ ५३ ५८
२००१

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or the said plots and buildings or any part thereof. The Purchaser shall have no claim save and accept in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, unsold flats, shops, terraces, recreation spaces, etc. will remain the property of the Builders until the said land and building is conveyed to the Society / Limited Company as the case may be.

19. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser by the Builders shall not be construed 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 nor shall the same in any manner prejudice the rights of the Builders.

20. The Builders shall have a right to make additions, alterations to raise additional storeys or structures at any time as may be permitted by the local authority and such additions, alterations and additional structures or storeys shall be the sole property of the developers if in any manner that they may deem fit and the purchaser hereby agrees that he will give necessary facilities and fully co-operate with the Builders to enable the Builders to make any additions and the alterations and/or to raise additional storeys or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and the Purchaser hereby further agrees that even after being admitted as a member of the Co-operative Society, he will consent to the Co-operative society giving to the Builders full facility, assistance and co-operation to enable the Builders to make the said additions and alterations and/or to raise additional storeys or structures complete and/or to raise additional storeys or structures complete and fit for occupation in all respects and for the aforesaid purpose the Builders shall be entitled to utilise and/or make connection from all water pipe-lines and the storage tanks, sewage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures, which may be constructed by the Builders and the Purchaser hereby consents to the same and he shall not raise any objection whatsoever.



21. The Builders shall, in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement have first lien and charge on the said premises agreed to be acquired by the

ll



बदा-२/
१०/११/३१/२१
२००१

Purchaser

22. The Purchaser shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by Registration Act and the Builders will attend such office and admit execution thereof after having received intimation in this behalf from the Purchaser and / or the said society or company.

23. In the event of the said Society being formed or registered or in the event of the Purchaser being admitted as a member of the said Society before the sale of all premises in the said Building, the Powers and Authorities of the Society to be formed and registered of the Purchaser and other Purchasers of the premises in the said Building shall be subject to the overall control of the Builders in respect of any of the matters concerning the said Building the construction and completion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the Agreements are cancelled at any stage for some reason or other and all the Purchasers of such premises shall be admitted as members of the said Co-operative society with the same rights and same benefits and subject to the same obligations as the Purchaser and the other members of such co-operative society may be entitled / liable to and without any reservation or condition whatever and the Purchaser hereby agrees to give consent to admit such Purchaser as the member of such Purchasers as the members of such co-operative society as aforesaid without raising any objection whatsoever.

24. After the possession of the said premises is handed over to the Purchasers if any additional or alterations in or about or relating to the said Building are thereafter required to be carried out by the Government Local Authority or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchasers of the other premises in the said building at their own costs and the Builders shall not be in any manner liable or responsible for the same.

25. So long as each flat premises / garage in the said Building shall not be separately assessed for Property Taxes and water taxes, the Purchaser shall pay to the Builders or to the said Society / Limited Company when formed a proportionate share of property tax and water tax assessed on the whole Building, such proportion to be determined by the Builders on the basis of the area of each flat / premises / garage



बदर-२/
१०५६/३००१
२००१

16

[Handwritten signature]

in the said Building. The Purchasers along with other promisors holders will not require the Builders to contribute a proportionate share of the maintenance charges of the flat / premises / garage, etc. which are not sold and disposed off by the Builders. The Builders will also be entitled to the refund of the municipal tax on account of the vacancy of the said premises.

26. All letters, receipt and / or notices issued by the Builders despatched Under Certificate of Posting to the latest address known to them to the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the Builders. For this purpose the Purchaser has given the following address

[Handwritten initials]

109, Royal Tower,
Indraprastha, New Delhi,
West - 110001 - 105

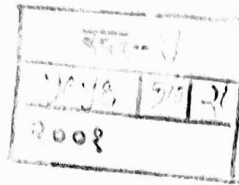
27. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the Parties hereto that the terrace space in front of or adjacent to the flat in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchasers. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builders or the Society or the Limited Company as the case may be. The said open terrace will not be misused at any time in future.

THE SEAL

28. That any other terms, such as Sales Tax, levied by the State or Central Government then the Purchaser shall be liable to pay such taxes even before or after the possession of the said premises when such taxes become due and within seven days from the demand made by Builders.

29. The terrace on the Buildings and/or attached to any flat or premises shall always belong to the Builders for their benefit and they shall be entitled to deal with / dispose off the same in such manner as they may deem fit. In the event of the Builders obtaining permission from the concerned authority for further construction of any type of premises on the terrace then the Builders shall be entitled to deal with / dispose off in any manner whatever such premises constructed by them on the terrace together with the benefit of the said terrace to such person or persons or parties at such rate and on such terms and conditions as

[Handwritten signature]



the builders may deem fit. The Builders shall be entitled in that event to allot the entire terrace to the buyers of such premises constructed on the terrace and the terrace shall be in the exclusive possession of such buyers of such premises constructed on the terrace as aforesaid. The Purchaser will have no objection to the said Society accepting the buyers of the premises that may be constructed on the terrace as its members in the event of any water storage tank being constructed on the terrace of the said building for the benefit and use of the various flats / shops / showroom / garages or other premises then the Society shall be entitled to depute its representative to go to the terrace for the regular check up and keep maintenance and for repairing the tanks as mutually agreed to between the Builders and the Buyers of terrace premises. It is further agreed that the top floors of the Proposed Buildings shall be demolished if any access FSI is consumed.

30. All costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company as well as costs of preparing, engrossing, stamping and registering all the agreements, Deed of Assignment or any other document or documents required to be executed by the Builders or the Purchaser including stamp duty registration charges, etc. payable in respect of such documents as well as the entire professional costs of the Attorney of the Builders in preparing and approving all such documents shall be borne by the Society or Limited Company or any incorporated body proportionately by all the holders of premises in the said Building. The Builders shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid by him/her/them within seven days of demand by the Builders.

31. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Act 1963 as amended upto date and the Rules thereon or any other provisions of law applicable thereto.

32. All costs, charges and expenses, including registration charges of this Agreement shall be borne and paid by the Purchaser. If the stamp duty over and above stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority the same shall be borne and paid by the Purchaser alone including the Penalty, if any. The Builders shall not be liable to contribute anything towards the same nor shall the Purchaser hold the Builders liable and/or responsible towards the said stamp duty. The Purchaser shall indemnify the Builders against any claim from the stamp authorities or other concerned authorities in respect of the said

बदर-२/
५/११/२००८
२००८



stamp duty to the extent of the loss or damage that may be suffered by the Builders. The Purchaser shall also fully re-imburse the expenses that may be required to be incurred by the Builders in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Builders for non-payment and/or under-payment of Stamp Duty by the Purchaser.

33. The Purchaser shall immediately after the execution of this Agreement lodge the same for the registration with the Sub-Registrar of Assurances and shall within two days after lodging the same furnish to the Builders a xerox / photo copy of the receipt issued by the Sub-Registrar to enable the Builders to admit execution thereof before the Sub-Registrar of Assurances. If the Purchaser fails to lodge this Agreement for registration the Builders will not be responsible for the non-registration of the said Agreement and the consequences arising there from.

34. The expenses for installation of electric transformer / Sub-Station and associated accessories will be shared proportionately by all the flats / shops / garage / Row House acquirers the cost of which is not included in the Agreement cost.

35. The Purchaser shall at no time demand partition of his interest in the said Plot and/or Buildings benefit hereby agreed and declared by the Builders that his interest in the said Plot and/or Building is impartible.

36. The Builders shall be entitled to organising and setting up and/or installing either by themselves or through their associates nominees or business connections or on a joint venture or partnership basis, a dish antenna and cable T.V.system and/or any suitable commercial activity within the complex, which will constitute and remain a transferrable/ assignable asset of the Builders and the Builders shall be entitled to making rules, regulations and bye-laws for the conduct and management of running of the aforesaid activities which will provide inter alia for such user and maintenance fee as the Builders may determine/levy in their sole discretion and the Purchaser shall have no right thereto in his individual capacity or as purchaser through any Co-operative Society / Limited Company or Condominium of Apartment as the case may be.

37. It is expressly agreed that the Builders shall be entitled to put hoarding on any part of the said complex or on building/s in the said complex and the said hoarding may be illuminated or comprising of neon lights and for that the builders are authorised to allow temporary



बदर-२/
1019/1017
२००४

19

ll

or permanent construction or erection in the said complex and the Purchaser agrees not to object or dispute the same.

38. The Purchaser hereby agrees that in the event of any amount by way of premium or scrutiny fees or security deposits or development/ betterment charges or development tax or security deposit for the purpose of giving water connection, drainage connection and electricity connection, Sales Tax or any other tax or payment of a similar nature becoming payable by the Builders to the State Government or any Local Body, the same shall be paid by the purchaser to the Builders in proportion to the area of the said premises and in determining such amount the discretion of the Builders shall be conclusive and binding upon the Purchasers.

39. It is expressly agreed by the Purchasers that proportionate share towards cost of Providing electricity transformer and cable laying charges required to be made and other incidental charges shall be paid by the Purchasers to the Builders three months prior to Scheduled date of possession of the said flat or Row House or any other premises as the case may be or on being called upon to do so as may be required or demanded by the Builders.

ll

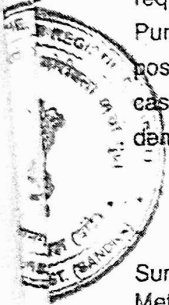
The First Schedule Hereinabove Referred to :-

Survey No. 129, Hissa No. 4, CTS No. 537, admeasuring 293.0 Square Metres or thereabouts of Village Eksar, Taluka Borivli in the Registration District and Sub-District Mumbai, Mumbai Sahar and Mumbai Upnagar.

The Second Schedule Hereinabove Referred to :-

Property bearing survey No. 128, Hissa No. 3, CTS No. 538, admeasuring 536 Square Metres or thereabouts of Village Eksar, Taluka Borivli in the Registration District and Sub-District Mumbai, Mumbai Sahar and Mumbai Upnagar.

ll



पूजा-२/
१६/११/२०२१
००१

IN WETNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals to this writing at Mumbai the day, the month and the year first hereinabove mentioned.

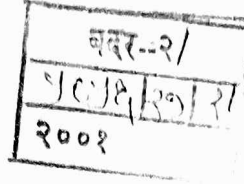
SIGNED, SEALED AND)
 DELIVERED by the withinnamed)
 Builders Messrs. Pooja Enterprise) *Pooja Enterprises*
 in presence of _____) Partner
 _____)

SIGNED, SEALED AND)
 DELIVERED by the withinnamed)
 Purchasers)
Dr. Rekha J)
Naithy)
 in the presence of _____)
 _____)

RECEIVED the day and)
 year first hereinabove written)
 the Sum of Rs. 50000/-)
₹ 50,000/-)
 _____) Rs. 50000/-
 from the withinnamed)
 Purchaser/s as and by way of) For Pooja Enterprises
 earnest money / deposit)
 by him/her/them to us) *Pooja Enterprises*
 as within mentioned *by ch 174443* Partner
atd 9-8-21 ddaun 09
H K G S B

M.M. MISKITA
V.C. MISKITA

M.T. MISKITA & CO. (REGD.)
Advocates & Solicitors



To Whomsoever it may Concern

This is to certify that we have investigated the title of (1) Andrew Mathues Rodriques, (2) John Mathues Rodriques, (3) William Mathues Rodriques, (4) Francies Mathues Rodriques, and (5) Philomina Mathues Rodriques alias Philomina Maxi Koli to their property firstly described in the Schedule hereunder written and, in our opinion, their title is clear and marketable and free from encumbrances.

This is to further certify that we have investigated the title of (1) Pandurang Kashinath Patil, (2) Vasant Pandurang Patil, and (3) Balkrishna Pandurang Patil to the property secondly described in their Schedule hereunder written and, in our opinion, their title is clear and marketable and free from encumbrances.

Schedule

- Firstly : Survey No. 129, Hissa No. 4, CTS No. 537, admeasuring 293.0 Square Metres or thereabouts of Village Eksar, Taluka Borivli in the Registration District and Sub-District Mumbai, Mumbai Sahar and Mumbai Upnagar.
- Secondly : Property bearing survey No. 128, Hissa No. 3, CTS No. 538, admeasuring 536 Square Metres or thereabouts of Village Eksar, Taluka Borivli in the Registration District and Sub-District Mumbai, Mumbai Sahar and Mumbai Upnagar.

Bombay, Dated This 13th Day of February 1998.

Yours faithfully,
M/s. M.T. Miskita & Co.

Sd/-
Partner

Yusuf Building, 3rd Floor, Veer Nariman Road, Fort, Bombay 400 023.
Tel. 204, 4238 283 2122 Fax: (91-22) 282 8456 E-Mail: miskita.solicit@access.net.in
Branch Off.: 306, Comet, Turner Road, Bandra (West), Bombay 400 050.
Tel. 645 8353 645 8355 Fax: (91-22) 643 8791 E-Mail: miskita.solicit@access.net.in

City Engineer
The City Engineer, P. W. S. & R. Dept.
Dr. Babasaheb Ambedkar Market Bldg
Vandriwadi West, Bombay-400077

* This L.O.D./C.C. is issued subject to the provisions of Urban Land (Ceiling and Regulation) Act 1974

MUNICIPAL CORPORATION OF GREATER BOMBAY

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO. CMV/0034 /BP (WB)/RR/AR 28 AUG 1993

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1961) to Shri Pratik J. Vyas C.A. to Shri Andrew M. Rodrigues & Others.

APPLICANT, to the development work of RESIDENTIAL BUILDING.

at premises at Street No. _____ Survey No. 129 & 123

Blocks No. 4 & 3 respec- CTS No. 537 & 538,

Wily of Village RK54F,

situated at Borivli (W),

on the following conditions viz.:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans (b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri B.G. AGASHE, Executive Engineer to exercise his powers and functions of the Planning Authority under sec. 45 of the said Act.
2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
3. This commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.
5. This C.C. is valid upto Plinth Level only.

For and on behalf of Local Authority
The Municipal Corporation of Greater Bombay

B.G. AGASHE
Executive Engineer Building Proposal (WS) P & R
FOR

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

HEP/26/7.

वदर-२/
मे. २३/२२
२००१

This c.c. is extended further upto G+4 floors
of wing A only.

E-EBP(WJR)

This c.c. is endorsed & is valid for work upto plinth of wing B & C
& G+3 floors of wing A only as per plan approved on 22-12-1994.

C. J. Bhowmik
12/195
- 1 FEB 1995: E-EBP(WJR)

1) This c.c. is endorsed & valid for work upto G+4
floors of wing A & entire work of wing B & C as per
approved amended plan at dt 3/1/96

31 MAY 1996

Rohan Bhowmik
31/1/96
E-EBP(WJR)



BMC

x Ch

बदर-२/
५९६/३३३६
२००१

स. नं. १२८ हिस्सा नं. ५

गा. न. नं. ७, ७-अ व १२

गांव ४०२२२

क्षेत्र लावणी लायक....

ए. ०
गू. २१

कचजेंदार (३२१) (४५५५)

ता. नुका वागेरी (१११)

पोट खरावा....

- -

श्री. जे. सु. जे. सु. शे. शी. व. सु.

डार (०५५६८)

एकूण....

- २१०

ता. नं. (४६०२) (४६०४)

(४६०२)

आकार.....

रुपये ५००
पैसे ६००

वृही अथवा

ज्यादा आकार....

पाणी.....

(Handwritten signature)

१११११२६६

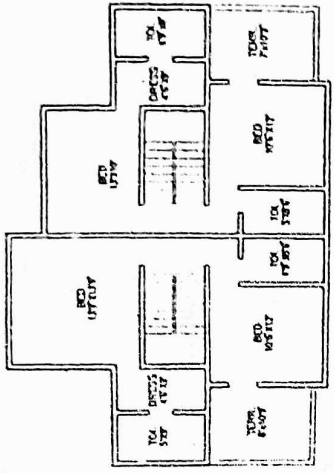
वर्ष	कूल व खंड	क्षेत्र	रीन	पिके व लागवड	क्षेत्र	शेरा
०४०५	२०२१	०२१	१	उम	०२१	-

तयार तारीख - ११/३/६६

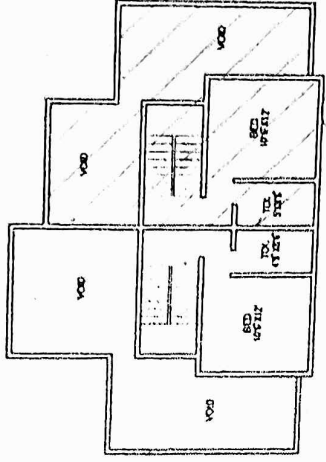
असल वरतुकूम नक्कल रुजू असे.

(Signature)
बखामी सगा प्रकसर
वाळुका-पारीवली

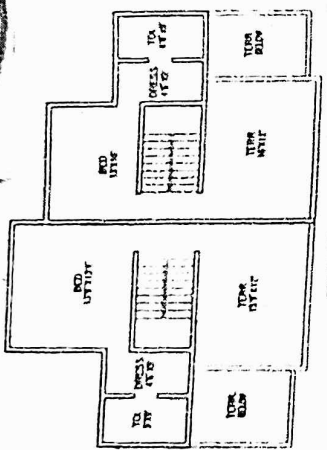
दर-२/
११/१६/६६
५००४



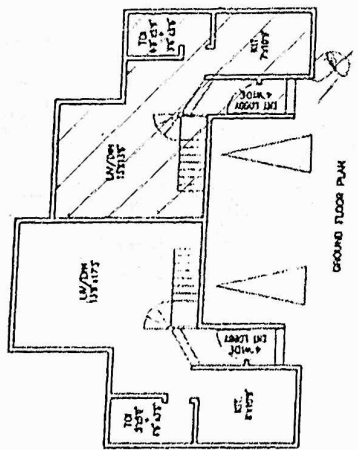
FIRST FLOOR PLAN



2ND FLOOR PLAN



GROUND FLOOR PLAN

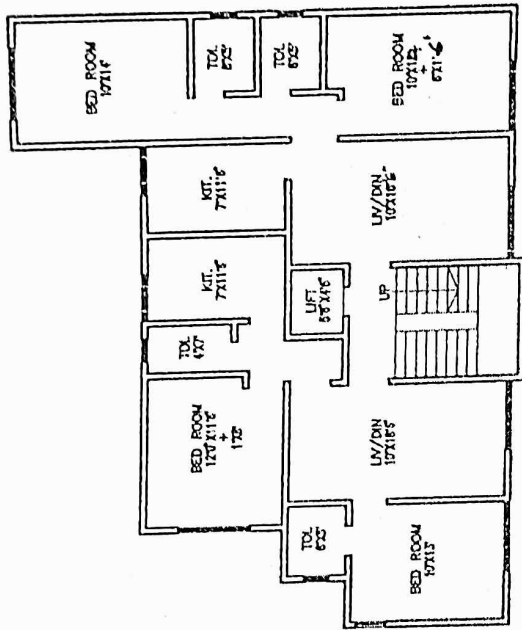


3RD FLOOR PLAN

PROPOSED PLAN OF ROW HOUSE NO. 24 OF EVERSHERE RESIDENCY AGREED TO BE ACQUIRED BY THE PURCHASER MARKED WITH RED LINES

[Handwritten signature]

बदर-२/
योजना अंक
२००१



PROPOSED PLAN OF FLAT NO. _____ ON _____ FLOOR IN EVERSHINE RESIDENCY AGREED TO BE ACQUIRED BY THE PURCHASER MARKED WITH RED LINES.

7
 2008
 2008
 2008

बक्र 12/19/2008

620

2008-09
 ४
 ४
 ११०००
 १६०
 २०
 १११००/

Shirahy
 ११/३/०८
 ११/३/०८

१) श्रीमं. रेखा जे. वैसी. वय ४० वर्ष. डोंबूर.
 २) श्री. १०२. शंभल वेंवर. आथ व्ही. कॉलनी.
 बोधिपूर - हुं १०३.



११/३/०८
 ११/३/०८
Shirahy

वक्र-२/
११/३/०८
२००८

१) श्री. सचिन जोशी. वय ५० वर्ष. वीलन नगर. बोधिपूर - हुं-६६
 २) श्री. कृष्णा चव्हाण. वय ५० वर्ष. प्रमाण

११/३/०८
 ११/३/०८
 ११/३/०८

११/३/०८
 २००८

Shirahy
 ११/३/०८

१०. १०/१०/१०
 ११. ११/११/११
 १२. १२/१२/१२
 १३. १३/१३/१३
 १४. १४/१४/१४
 १५. १५/१५/१५
 १६. १६/१६/१६
 १७. १७/१७/१७
 १८. १८/१८/१८
 १९. १९/१९/१९
 २०. २०/२०/२०

२००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९

११/११/११

२००९
 २००९
 २००९

१८/२००९

सह. दुग्धम निदेशक वीरगुली
 मुंबई उपनगर जिल्हा



२००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९
 २००९

सह दुग्धम निदेशक वीरगुली,
 मुंबई उपनगर जिल्हा.

P. ge No 703 of 12/10/10
CTS No 537 Village Flsuv

18000 x 48.32 sq mtrs. Built up

= 8,69,760/- M.V.

= 10,00,000/- M.V.

S.D. 38,750/-

S.D. paid 46,000/-

Rf = 11000

+ 160

200

11,180

~~11180~~
11180
11180

~~11180~~

DATED THIS 3 DAY OF Sep. 2001

BETWEEN

Pooja Enterprises

215, Veera Beas Shopping Centre,
Guru Nanak Road, Bandra (W),
Mumbai-400 050.
Phone : 6512067 - 6422418

Builders

AND

Mrs. Dr. Pooja J. Vaidya

Address :

Phone Resi. :

Off. :

Purchaser :

AGREEMENT FOR SALE OF

Plot No. 2A on 1st
Floor in wing of E. Residency Bldg.

IN

Evershine Residency

ESKAR, BORIVALI (W), MUMBAI-400 092.

Advocates & Solicitors :

M. T. Miskita & Co.

Yusuf Building, 3rd Floor,
Veer Nariman Road,
Fort, Mumbai-400 023.
Phone : 2044238

15/9