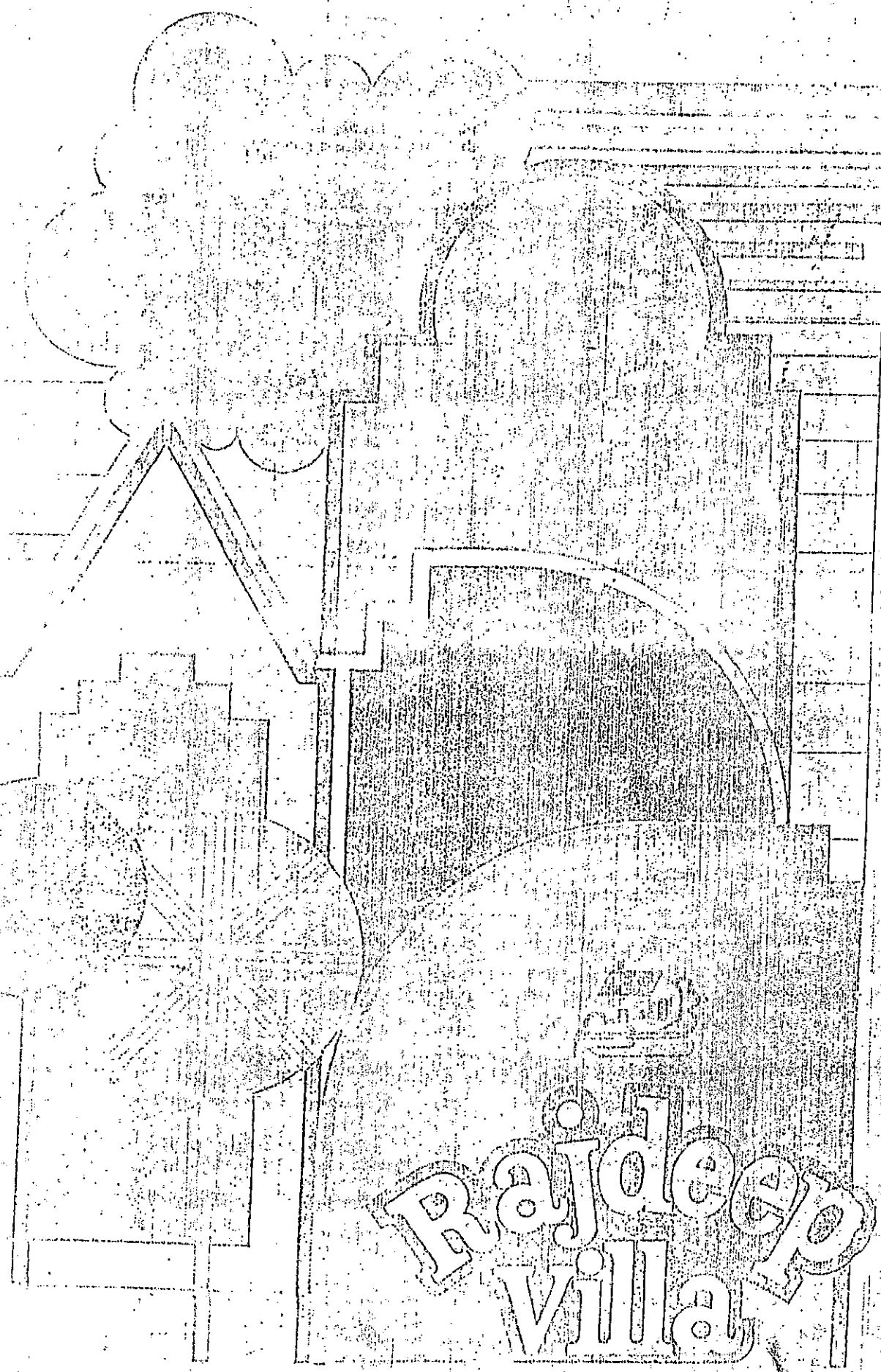


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# Rajdeep Villa

## AGREEMENT FOR SALE

M/S. RAJDEEP DEVELOPMENTS  
BUILDERS & DEVELOPERS

114, Sheep Dasha, 163, G.V. Road, Kundivli (West) Bombay 400 077.

क्रमांक

दिनांक २९/५/२०११

वस्तुवर्गीकरण/वस्तुनामा अनुसूची ८४२

दिनांक २७/२/१२ एम ११

वस्तुवर्गीकरण क्रमांक

वस्तुनामा क्रमांक २,१६,७५०

वस्तुवर्गीकरण क्रमांक

वस्तुनामा क्रमांक २,६०,१००

वस्तुवर्गीकरण क्रमांक

श्री. संजय रामराव

वस्तुवर्गीकरण क्रमांक

वस्तुवर्गीकरण क्रमांक

३६१०

वस्तुवर्गीकरण क्रमांक

वस्तुवर्गीकरण क्रमांक

वस्तुवर्गीकरण क्रमांक (मूल्य ६५ ते ६०)

१/

वस्तुवर्गीकरण क्रमांक

वस्तुवर्गीकरण क्रमांक

१/

वस्तुवर्गीकरण क्रमांक

वस्तुवर्गीकरण क्रमांक (मूल्य ६०) (कालिमा)

१/

वस्तुवर्गीकरण क्रमांक (जागीर/पदाधिकारी) बाबत

१/

३६२५

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वस्तुवर्गीकरण क्रमांक

वस्तुवर्गीकरण क्रमांक

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वस्तुवर्गीकरण क्रमांक

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इतर भीची अनुसूची

१. खाद्य तोंदणी फी अनुसूचेद तयरा मिया अकरा अन्वदे.
२. रजवात फी.
३. फाईल करप्याची फी.
४. अनुसूचेद अकरा अन्वदे.
५. अनुसूचेद दोन अन्वदे.
६. मुजयारवामा अनुसूमापन.
७. गृहमेट फी.
८. सुरक्षित ताका फी.
९. माहोरवंद पाकिटाचा तिलेप.
१०. माहोरवंद पाकिटे उमरणी.
११. माहोरवंद पाकिटे अरत माणे घेणे सायत.
१२. परिचारिका विद्या स्त्री परिचाराची सेवा.
१३. न्यून आफारित फीची वसुली.
१४. जड संपहाच्या वस्तुच्या विक्रीचे उत्पन्न.
१५. मिलेख इ. व्या तकावा पाठवियाचा टपाल करचे.
१६. विवास करचे.
१७. असा.
१८. इत्येवज परस केला

मुजयारवामा

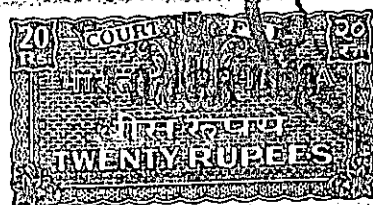
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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 12<sup>th</sup> day of February, IN THE CHRISTIAN YEAR ONE THOUSAND NINE HUNDRED And Ninety Two, BETWEEN M/S. RAJDEEP DEVELOPMENTS, a registered Partnership firm, carrying on business at 114, Shreeji Darshan, 100, S.V. Road, Kandivli (West), hereinafter called "THE SELLERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them their/his/her heirs, executors, administrators and assignors) of the ONE PART, AND SHRI/SMT M/SS/M/S Chandrakant Ramkrishna

having his/hers/their address at 1/0 121, Vaidya  
Bhatia & Partners, 20/1, 20/1, Road  
Bevela, Bombay 50

hereinafter called "THE BUYER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed

to mean and include his/her/ heir/ heirs/ executors and administrators) of the OTHER PART.

WHEREAS:

(a) One SHRI BLAZE JOSEPH CORREA alias CORE & OTHERS were absolutely seized and possessed of all that piece or parcel of land situate lying and being at Village Bhayander, Taluka and District Thane bearing Survey No. 529, Block No. 9, admeasuring about 4485 Sq. yards i.e. equivalent to 3750 Sq. Metres or thereabouts.

(b) By an Agreement for sale dated 24th September, 1988 executed by and between the said SHRI BLAZE JOSEPH CORREA & OTHERS therein referred to as the Vendors, the Vendors have agreed to sell the portion from said property to the Purchasers/Developers M/s. Shah & Dattani Associates a registered Partnership Firm carrying out their business at Shreeji Darshan, 100, S.V. Road, Kandivli (West), Bombay-400 067 and/or their nominee or nominees subject to the terms and conditions mentioned therein.

(c) The said M/s. Shah & Dattani Associates have further in their terms agreed to sell the said property more particularly described in ANNEXURE "A" hereto totally admeasuring to 34150 sq. feet of F.S.I. out of the aforesaid total land admeasuring to about 4485 sq. yards i.e. equivalent to 3750 sq. metres (hereinafter referred to as the said land) to the Sellers herein on or about 6 / 2 / 1990, by executing Agreement for Sale and other relevant documents for the development of the said plot in the manner in which the Seller may deem, think fit and proper.

(d) The said land is free hold and having Marketable Title subject to claim of M/s. Estate Investment Company Private Limited a Company Registered under the provisions of Indian Companies Act.

(e) By an order dated 14.3.89 under Reg. No. REV-10 (138)/D-XV Housing and Special Assistance department Thane-(U.L.C.) to issue the fresh order u/s. 8(4) U.L.C. Act by set aside the previous order under Section 34 of Urban Land (Ceiling & Regulation) Act, 1976. Accordingly the Competent Authority (U.L.C. Thane) has passed Revised Order U/s. 8(4) bearing Ref. No. U.L.C./Th/Bhayander/SR-407 on or about 21/1/89. The fresh 7/12 extract is annexed hereto and marked Annexure 'B'.

(f) The nett vacant land admeasuring 2890 Sq. Met. is under the Residential Zone.

(g) The sellers have decided to construct the Building bearing Wings No. A, B, C in accordance; and as the sanctioned plans by Mira-Bhayander Municipal Council and as per their Rules and Regulations to commence such area and that this agreement in respect of the Flats/Bungalow in buildings to be constructed on the property described in ANNEXURE "A" hereto. The Sellers have also decided to commence the construction of the building/garages shall mean and include covered as well as uncovered and/or open Car Parking Spaces) in view to sell the same on ownership basis.

h) By virtue of the aforesaid agreement and Power of Attorney, the Sellers alone have the sole and exclusive rights to sell the Flats, Units, Open/Closed Car Parking Spaces in the buildings or building to be constructed by the Sellers on the said property and to enter into an agreement with the Purchasers of the Flats, Garages, Units and Open/Closed Car Parking Spaces and Dungalow to receive sale proceeds in respect thereof.

i) This Agreement for Sale is for the sell of the units mentioned herein and has been entered in to subject to the terms and conditions of the herinaabove recited documents and the terms and conditions imposed and or has may be imposed hereinafter by the Mira-Bhayander Municipal Council or other concerned authorities and subject to the variations and modifications made by and decided by the sellers themselves or agreed upon by the sellers with the said owners or Mira-Bhayander Municipal Council or any other Public Authorities from time to time.

The buyer has agreed to acquire a Unit in per the particulars set out hereinafter in the Building Buildings/Structures to be constructed on the property more particularly described in the ANNEXURE "A" hereto at the price and on the terms and conditions as set out hereinafter.

The Sellers have entered into standard Agreement with an Architect registered with the Council of Architecture and the same is as per the Agreement prescribed by the Council of Architecture whereby the Architect has been appointed as the Structural Engineer for the preparation of structural design and drawing of the building and the Builders/Promoters accept the professional services and supervisions of the Architect as the Structural Engineer till the completion of the Building.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Sellers are proceeding with the construction work of the Buildings known as "RAJ-DEEP VILLA" on the said Plots as the sanctioned plan annexed herewith at village Bhayander, Taluka and District Thane and more particularly described in the ANNEXURE "A" hereinafter written (hereinafter referred to for the sake of brevity, as "the said Property") in accordance with the sanctioned plans and specifications which have been and approved and has satisfied himself/herself about the same, and he/she/they agrees that the Sellers shall be entitled to make such variations and or required to be done by the Mira-Bhayander Municipal Council and/or any other authority concerned and or by the Sellers themselves.

2. The Buyer/s hereby declares that before execution of this agreement, the Sellers have made full free and complete disclosure and the Buyer/s has taken full free and complete inspection of particulars and disclosure of interalia the following :



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- a) Nature of Sellers and the said Owners' rights and title to the said property and encumbrance if any, thereto, alongwith all relevant documents.
- b) All plans and specifications duly approved and sanctioned by the Mira-Bhayander Municipal Council of the Buildings to be built upon the said property. All particulars of fixtures, fittings and amenities to be provided in the Buildings constructed in the said Property;
- d) All particulars of design and materials to be used in construction of the building on the said property.
- e) The nature of organisation of persons to be constituted and to which the title of to be passed being either a Co-Operative Housing Society governed by the provisions of Maharashtra Co-operative Societies Act, 1960 or a Private Limited Company to be governed by the provisions of Companies Act, 1956 and/or an apartment Owner's Association to be governed by the Maharashtra Apartments Ownership Act, 1970.
- f) The various amounts that are to be paid inter alia towards the ground rent, betterment charges revenue assessment, Municipal and other taxes and water and electricity charges including water deposit and electricity deposits as are for the time being in force.
- g) The list of the Amenities provided by the Sellers to the Buyers as per ANNEXURE "C" hereto.

3. The Buyer hereby declare that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Sellers the Buyer with full knowledge thereof has entered into this agreement.

4. The Buyer has entered into this agreement with the notice of the terms and conditions of the herein above recited agreements of the said property between the said owners and the Sellers and subject to the terms and conditions imposed or that may be hereafter imposed by the Mira-Bhayander Municipal Council and other authorities concerned and also subject to the Seller's right to make the necessary documents modifications and/or changes in the Building Plans of the materials and other specifications.

5. The Sellers hereby declare that

- a) The Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned by Mira-Bhayander Municipal Council and all other concerned authorities.

Possession of the said flat shall be handed over to the buyer on 30.11.92 on such other date that may be mutually agreed upon by and between the parties hereto in pursuance of the Deed of Conveyance to be executed by the said Owners in favour of the ultimate transferee subject to the force majeure clause as described in Clause 19 hereunder written.

The Carpet area of the said flat including area of balcony are 255 Square Ft. The said Flat is as per the copy of the plan annexed hereto as ANNEXURE "D".

The Plinth area of the the said flat including balcony is 570 Sq. Ft. and the price will be calculated accordingly subject to increase in the price, if the same is permitted by Government.

The price of the Flat/Bungalow is fixed at Rs. 9,16,349 (Rupees 916,349 only) which the buyer will have to pay to the Seller per ANNEXURE "E".

f) The Sellers form a Co-operative Housing Society under the Provisions of the Maharashtra Co-Operative Societies Act, comprising of all the flat Purchasers or a Private Limited Company governed by the provisions of Companies Act, 1956 or condominium of Apartments Owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970.

The percentage of the undivided interest of the buyer in the common areas and the facilities limited or otherwise pertaining to the flat agreed to be sold herein shall be in proportion of the area of the flat agreed to be sold herein shall be in proportion of the area of the flat agreed to be sold hereunder to the total common areas and facilities limited or otherwise as disclosed by the Sellers to Buyer.

h) The unit is intended and shall be used for residential purposes as per the Mira-Bhayander Municipal Council approval only and the Buyer undertakes that the said unit shall not be used by the Buyer for any other purpose whatsoever;

6. The Buyer has been given inspection of all the documents recited herein and also the documents referred to therein AND ALL other Powers/papers and documents relating to the title of the said property. The Buyer hereby accepts and deemed to have accepted the Seller's right to modify the terms and conditions of any of the said agreements and documents and agrees to abide, observe and perform the same so far as they are applicable to the said unit and the said Building or Buildings. The buyer hereby accepts and shall always be deemed to have accepted the title of the said owners and the Sellers to the said property and agrees not to raise any



regulation or objection in connection therewith and in respect thereof or take any proceedings in connection therewith.

7. The Buyer hereby irrevocably grants to the Sellers, right to modify the terms and conditions of any of the said documents, documents and agrees to abide, by observe and carry out the same and the structure/s. The buyer hereby accepts the title of the owners and the Sellers herein to the said property and agrees not to raise any requisition or objection in connection with respect thereof or take any proceedings in connection therewith.

8. The certificate of Marketability of the Title of the said Property has been issued by Shri Rajkumar Ashar, Advocate High Court which is annexed herewith and marked ANNEXURE "D" alongwith the Plans, as mentioned hereinafter and the Buyer herein have accepted the said Title of the said Property as mentioned therein alongwith the specification design, elevation, sanction and the details of the said Building Bungalow on or before execution of this Agreement, without any objections of whatsoever in the nature.

*[Handwritten signatures and initials]*

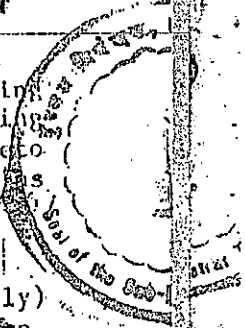
9. The Buyer has agreed to acquire a Flat/Garage/Parking space/Bungalow No 1/1/1 on 4th Floor in A Wing building having 700 rooms and a Kitchen, a copy of the plan is hereto annexed and marked as ANNEXURE "D" in the building known as "VISHVA BHAR" for a sum of Rs. 2,16,250/- (RUPEES TWO LAKH SIXTY SIX THOUSAND SEVEN HUNDRED FIFTY Only)

In instalments as shown in the ANNEXURE "E" hereunder written. The time for payment of each of the instalment shall be the essence of the contract.

10. Notwithstanding anything stated in this agreement, anywhere the flat agreed to be acquired by the buyer herein shall be provided with the amenities or the specifications which are set out in the ANNEXURE "C" hereunder written and that the sellers shall have right without any reference to Buyer shall not raise any objection in respect thereof.

11. The Buyer admits having taken inspection of all the documents required to be given by the Sellers under the provisions of the Maharashtra Ownership Flats Act.

12. The Buyer hereby agrees and confirms that the Sellers shall have irrevocable rights for the purposes set out herein and the Sellers shall entitled to exercise the same as if the Buyer had given the written prior consent to the Sellers the right and authority for the purposes set out hereinbelow:



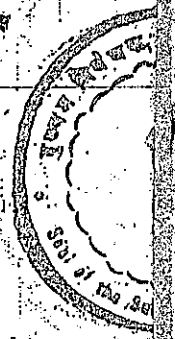
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- a) Without modifying the plan of the said Unit the Sellers shall be entitled to amend, modify and/or vary the Building Plans and/or the layout and or sub-division plan and also the specifications in respect thereof.
  - b) The Sellers shall be entitled to consume such FSI as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the sellers may think fit and proper.
  - c) The Buyer and/or the Society or Association of the Buyers of all the Units shall not raise any objection on any ground as to the seller's rights, reserved hereunder.
  - d) The Sellers shall be entitled after consuming such balance and/or additional FSI by constructing tenements to sell such tenements for such permissible user as the Sellers may think fit and proper to any persons or person for such consideration as the sellers may in their absolute discretion deem fit and proper.
  - e) The Structure which may be put up for consuming the balance (floating / or) additional F.S.I. available for the F.S.I. available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the buyer even though such plans may be sanctioned in future.
  - f) The buyer of the Unit herein and all the other buyers of the Units in the said Building shall not have any right, title claim or interest in respect of the open spaces, parking spaces, common area, inclusive of the garden area and that the right, title, claim or interest in respect of the open spaces, parking spaces, etc. and that the right of the buyer is confined only to the unit agreed to be sold.
  - g) The buyer hereby agrees and undertakes to execute and deliver a letter according to consent under section 7 of the Maharashtra Ownership Flats Act without raising any objections.
  - h) Irrespective of the possession of the Unit being given to the Buyer and/or the Management being given to the adhoc Committee or the Unit Buyers the rights under this clause and/or under this agreement reserved for the Sellers for exploiting the potentiality of

the said property shall be subsisting and shall continue to vest in the Sellers till the Conveyance is executed and the Sellers shall be entitled to execute the conveyance reserving such rights in the said property in favour of the Sellers as may be outstanding at the time of execution of the Conveyance.

13. The Buyer agrees and gives his/her irrevocable consent that the Sellers shall have right to make additions, amendments and alterations in the plans and/or to the said buildings or any part thereof for any user or to change the user (Excluding the said unit) including to raise additional storeys or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include the right to use the FSI or the additional FSI which may be available in respect of the said property or other lands at any time in future or to make such the amendments/alterations to the sanctioned plan as may be permitted by the Mira-Bhayander Municipal Council or the other authorities and such additional structures or storeys or units shall be the sole property of the Sellers who shall be entitled to deal with or dispose of the same. The Buyer shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Sellers shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the Co-operative Society subject to access thereto the said society to attend to any leakage from the terrace and/or to the water tank on the said terrace or to carry out any repairs. The Sellers shall also be entitled to display board and/or holdings on the parapet walls of the said property or any part thereof even if the said property is conveyed in favour of the Co-operative Society or the Unit purchasers or Association of persons or body corporate as the case may be.

14. The Buyer shall have no claim or right to any part of the said property and also to any other part or parts of the said buildings other than the said unit agreed to be taken by him/her. All open spaces, parking spaces, staircases, terraces, path-terrace, compound walls/fences, balance FSI etc. shall remain the property of the Sellers.

15. It is agreed between the parties hereto that if the Sellers fail to give possession of the said flat in accordance with the terms of this agreement on the date mentioned hereinabove, or any further date or dates mutually agreed between the parties, or if the Sellers and/or their agent for the reasons beyond their control, are unable to give possession of the flat by the specified date or other agreed date and period of 3 months if those persons still exist, then in such case, the Sellers shall without prejudice to their rights reserved hereunder refund the amounts already received by them in respect of the Flat with simple interest at the rate of 9% from the date they received the same till



the date the amounts and interest thereon are refunded and the amount and interest shall be charged on the land and construction, if any, thereon to the extent thereof amounts due but subject to any prior encumbrances.

16. The Buyer hereby agrees to pay all the amounts due and payable under this agreement on the stipulated date and if the buyer fails to comply with or contravene the provisions of this agreement, he/she shall be liable to actions contemplated under section 12 of the Maharashtra Ownership Flats Act.

17. The Sellers hereby agree on demand and payment of reasonable charges to give true copies of the documents to Purchasers/buyer mentioned, in violation of the Maharashtra Ownership Flats (regulation or promotion of construction etc.) rules 1964.

18. The Buyer hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Buyer/s to the Sellers to enable the Sellers to make any additions and alterations and/or to raise additional storey or storeys or structure/s in accordance with the plans sanctioned or which may be hereinafter sanctioned by the Hirabhai Bhayander Municipal Council and the Buyer hereby further agrees that after the proposed Co-operative Society is registered the Buyer as a member of share hold of such society shall accord his/her consent through such Society giving to the Sellers to change the users, to make the said additional storeys which may be constructed by the Sellers and also for the aforesaid purpose to shift the water tanks on the upper floors when so constructed. It is further agreed that if there is any increase in the floor space index (FSI) in future benefit of such increase shall always belong entirely to the Sellers to the exclusion of the Buyer and/or such society and the Sellers may utilise such increase in the FSI on the said property or elsewhere at their absolute discretion and the Purchaser/Buyer hereby irrevocably consents to the same. The Buyer shall not be entitled to subject to any of the aforesaid things or claim any reduction in price of the said unit agreed to be acquired by him/her or compensation or damage on the ground of inconvenience or any other ground including the loss of air and/or any assessments. The Buyer shall not have any right of easement by way of air, light or otherwise in respect of the said unit or any portion of the said property till the Sellers confirm and inform in writing that the said project is completed.

19. The Sellers agree to complete the said building as provided hereinabove subject to the availability of cement, steel, water for construction and other building materials and subject to strike, civil commotion or any act of God such as earthquake, floods or any other natural calamities or act or enemy or any other cause of circumstances beyond the control of the Sellers. The possession of the said premises shall be given to the Buyer only on the execution of the Conveyance

In respect of the said property in favour of the Co-operative Society or Limited Company to be formed by the Purchaser/Buyer of the Unit or units in the said building/s or unit/s in the said buildings or on the execution of the Deed of Apartment in respect of the said Unit/s in favour of the Buyer/s in the event of the said property being put to the Provisions of Maharashtra Apartment Ownership Act, 1976, as hereinafter provided.

20. The Buyer agrees to sign and deliver to the Sellers before taking possession of the said unit and also thereafter all writings and papers as may be reasonably necessary and required by the Sellers including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formations and registration of the co-operative Society.

21. Until the said property is transferred by the Sellers to the Co-operative Society by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Sellers, to the Co-operative Society and intimation of the same is received by the Buyer shall be bound and liable to pay to the Sellers regularly and punctually all contributions and other amounts to be paid by the Buyer to the Sellers under this agreement and the Buyer shall not withhold any such payment to the Sellers. However, if the Sellers in their absolute discretion so desire they shall be entitled to entrust the management of the said property to the said Co-operative Society or the Adhoc Committee for looking collection and disbursement of contributions from the buyer of Units in the said buildings towards payment of outgoings and expenses referred to herein. In such event the sellers shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities and liabilities in that behalf shall be of the said Co-operative Society or the Adhoc Committee or the Buyer as the case may be. In the event of the management being entrusted as provided hereinabove, the rights the same shall not affect the rights of the sellers provided under this agreement, nor such an act on the part of the seller provided under this Agreement, nor such an act on the part of the Sellers shall be deemed to be a waiver of the rights of the sellers under this Agreement.

22. Nothing contained in this Agreement, shall be constructed so as to confer upon the Buyer/s any right, title or interest of any kind whatsoever into or over the said property or building of any part thereof or the said Unit, such conferment shall take place only upon a Co-operative Society or a Limited Company being formed by the Purchaser/Buyer of different Units in the said Building/s and on execution of the Conveyance in favour of such Co-operative Society or Limited Company or on the execution of the deed of agreement as herein stated. The Buyer is aware that the Sellers shall be paying the maintenance, Municipal taxes and all other

outgoings in respect of works on and in the property for and on behalf of the Buyer of the Units, and it shall be the paramount responsibility and obligation of the Buyers of any other units, and in such an event the Sellers shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of the buyer of the Unit and all the Buyers together who shall be deemed to be Managers under the provisions of the Maharashtra Co-operative Societies Act in respect of the Units in respect of which possession has been given by the Sellers.

23. The Buyer shall maintain at his/her own cost the said premises agreed to be purchased by him/her in the same condition, state and order in which it is delivered to him/her and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation, Maharashtra State Electricity Board and all other Authorities and Local Bodies and shall attend to answer and be responsible for all actions and violations of any of the Conditions of Rules or Bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

24. The Buyer hereby covenants with the Sellers to pay the amounts liable to be paid by the Buyer under this agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Sellers indemnified against the said payments and observance and performance of the said covenants and conditions.

25. On possession being taken by the Buyer they shall not make any claims, objection, contention or proceedings against the Sellers regarding the said building or the said Unit or anything connected therewith the same including defects, quality of construction materials, additions or alterations etc. and the same if any, shall be treated and deemed to have been extinguished and/or waived.

26. The Buyer of the respective Units shall be entitled to use and occupy their respective Unit only.

27. Nothing contained in the presents shall be construed as a grant in law of the said land, hereditaments and premises or any part thereof or of the buildings thereon or the said unit will be the sellers declare that the said project is completed.

28. The Sellers shall cause the said property conveyed to the society of the Buyers of the various units to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company or an Association as the case may be and require the Buyer to form a Society only on the completion of the said project & before such time the Buyer

shall not be entitled to call upon the Sellers to form a Society and/or to transfer the said property,

29. Upon all the Unit Buyers co-operating and executing necessary paper, the sellers herein will co-operate with the Buyer to form a Co-operative Society or a Company or association and submit the property to the provision of the Maharashtra Apartment Ownership Act, or to any other body corporation as the Sellers may think fit and proper (such body is herein referred to as "the said Society").

30. The Buyer of all units in the said Building/Buildings/ Structures including the Buyer herein shall form and join the Society the Sellers may determine. The Buyer shall within 7 days from the Sellers calling upon to do and execute all acts, deeds, documents and papers for or in connection with the formation and registration of the society and also do hereby irrevocably accord his consent to the Sellers for making additions and alterations in the application and all annexures or accompaniments for or in connection with the formation for registration of the Society, bye-laws or constitution or rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Buyer as may be required by the Buyer as may be required by the authorities concerned or as may be desired by the Sellers to protect the rights and interest of the Sellers to protect the rights and interest of the Sellers and the Buyer agree to be bound by the said additions and alterations and hereby covenants and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Sellers may be affected, prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for the formation and registration of the said Society shall be of the Buyer and the other Buyer and not of the Sellers, notwithstanding anything done by the Sellers in that behalf. The Buyer further agrees to pay admission fees and share subscription amounts for becoming the members of the said society.

31. The Buyer of all such Units where sold prior to subsequent to the registration of the Society/Association/ Company and whose agreement are valid shall be admitted by the Co-operative Society as members of the society or as shareholders of the Company or as members of any other Association that may be formed with the same rights and the same benefits and subject to the same obligations as those of the Buyer and the members of such Society, Company or Association as the case may be without any reservations or conditions. No transfer fees, premium or any other amount save and except nominal entrance fees, share money and other moneys paid by all the Buyer at the time of formation, shall be charged from such Buyer.

32. The Buyer shall also pay his/her proportionate share in respect of the payment made and/or required to be



made by way of betterment charges, contribution, Municipal Taxes, Property Taxes, rates, cesses, charges and/or other amount in respect of the said property without raising any objections.

33. The Buyer agrees and binds himself/herself to pay his/her proportionate share as may be determined by the Sellers of all outgoings in respect of the property, including all government rates, taxes and charges and collectors bills, electricity and water deposits, insurance, common lifts, watchmen and sweeper's wages, sanitation additions and alterations, oil painting, colour washing, repairs, etc. more particularly and specifically mentioned in the ANNEXURE "A" hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the property. Until the Municipal Taxes, etc., are fixed and the exact amount worked out for each unit, the Buyer agrees that from the aforesaid date he shall regularly pay Rs. 200.00

(RUPEES 200 - Hundred)

(ONLY)

every month as advance towards and on account of such and other outgoings and expenses as aforesaid to the Sellers. The Buyer shall indemnify and keep indemnified the Sellers against the aforesaid taxes and other payments and expenses. If on account of failure or on the part of the Buyer and Buyers of any other Units, to pay such proportionate share and if the said authority or authorities concerned take any action for the recovery of the same, the Sellers shall not be liable or responsible for any loss or damages which may be suffered by the Buyer's On account of the said action.

34. The Sellers and their nominees intend to retain certain tenements, commercial and/or non-commercial, with themselves. In such event they shall be the members of the proposed society and/or association and they shall have uninterrupted, irrevocable right/title and interest to grant lease and/or let out and/or give on leave and licence in the said premises to be retained by them and such Buyer herein and buyers of other units and society or association to be formed by them shall not have any additional or special claim, under any head against the Sellers or their nominees and they shall be paying all outgoing maintenance in the manner and at the rate as shall be paid by other unit holders in the said building.

35. On or before taking possession of the said unit, the Buyer agrees to pay the following amounts to the Sellers:-

(a) Rs. 2,500/-

For Property Tax water tax and common electric Bills.

(b) Rs. 1,000/-

Being towards the legal expenses for preparation of Agreement and other legal documentation charges.



(c) Rs. 1,000/-

reimbursement of the amount towards electric meter, water meter and to other expenses paid to various authorities.

(d) Rs. 260/-

Membership fees and share money for society and / or Association company.

(e) Rs. 1,000/-

Fees, costs, charges and expenses which may become payable for registration of the society or association or Company.

36. The Purchaser/Buyer shall also deposit stamp duty if any, legally payable to the Government in respect of the Conveyance to be received in favour of Co-operative society and Registration charges in respect hereof.

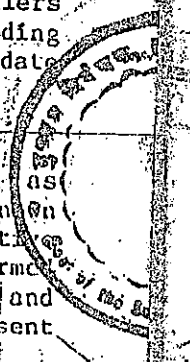
37. The Buyer agrees and binds himself/herself to pay his/her proportionate share as may be determined by the Sellers of all the outgoings in respect of the said property including N.A. Land under construction, assessment, etc. from the date of issue of the commencement Certificate.

38. The said entire complex shall alone be known as "RAJ DEEP VILLA". The said buildings shall always be known as "RAJDEEP VILLA" wing and the name of the Co-operative Housing Society or Limited Company or Association to be formed shall bear the name of RAJDEEP VILLA as its first name and this name shall not be changed without the written consent of the Sellers.

39. The Buyer shall not let, sublet, sell, transfer, convey mortgage charge or in any way encumber or deal with or dispose of his unit or portion, underlet, or part with his interest under this Agreement or the benefit of their Agreement or any part thereof, till all his dues of whatsoever nature owing to the Sellers are fully paid and only if the buyer has not been guilty or breach of or non-compliance or any of the terms and conditions of this Agreement and until he obtains previous consent in writing of the Sellers.

40. The Buyer shall not use the said Unit or permit the name to be used for any purpose whatsoever other than what is prescribed by Mira-Bhayander Municipal Council.

41. The Buyer shall not be entitled to the closing of verandah or balconies or make any alterations or changes in the elevation and outside colour scheme of the Unit to be acquired by him/her.



42. The Buyer, agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, matters, things, documents, letters, writings, and papers as may be reasonably required by the sellers for further, better or more perfectly effectuating or observing the rights and interests of the Sellers or for securing the due fulfillment of the provisions thereof.

43. Irrespective of the disputes if any, arising between the Sellers and the Buyer and/or the said Co-operative Society all amounts, contributions and deposits including amounts payable by the Buyer to the Sellers under the Agreement shall always be paid punctually by the Buyer to the Sellers and shall not be withheld by the Buyer for any reason whatsoever.

44. If the Buyer neglects, omits or fails for any of the amounts due and payable by the Buyer under the terms and conditions of this agreement (whether before or after delivery of possession) within the time herein specified or of if the Buyer in any other way defaults or fails to perform or observe any of the covenants and stipulations in this part herein contained or referred to or prevents the Sellers from exercising the Seller's rights as provided in this Agreement, then in that event, the Sellers shall be entitled to resume possession of the said unit, and this Agreement shall cease and stand terminated and the earnest money already paid by the Buyer to the Sellers shall stand absolutely forfeited to the Sellers and the Buyer shall have no claims for refund or repayment of the said earnest money and the Buyer hereby agrees to forfeit all his/her rights, title and interest in the said Unit and under this Agreement and in such event the Buyer and/or his nominee or nominees shall also be liable to immediate ejection as a trespasser.

45. In the event of Non-observance or non-performance of any of the provisions of this Agreement on the part of the Buyer, this Agreement shall at the option of the Sellers come to an end and 20% of the price paid by the Buyer to the Sellers and all rights of the Buyers in respect of the said Unit and the said Money shall extinguish and come to an end and the Buyer shall not be entitled to take any objection or proceedings or make any claim in respect thereof.

46. The Buyer hereby agreed and confirm that in the event of the Buyer insisting on observance and performance of any of the terms and conditions of this Agreement or for carrying out any requirements and the Sellers unable or unwilling to comply with the same irrespective of the nature of such requirements, requisitions on the obligations, then the Sellers shall have an option to terminate this Agreement and pay back all the amounts paid by the Buyer to the sellers as provided under the provisions of the Maharashtra Ownership Flats Act and the Buyer shall not be entitled to insist upon and require the Buyer to comply with or discharge such requisitions, requirements and/or the obligations as the case may be.

47. Notwithstanding anything stated hereinabove, the Sellers shall be entitled to submit the said property under the provisions of Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Buyer shall at his/her costs, charges and expenses be entitled to execution of a deed of Apartment and/or conveyance and in such an event, the Sellers shall cause the Original Vendors to execute such relevant documents for effectuating a proper transfer of the said Flat and undivided share, right, title and interest in the common areas and amenities in the favour of the respective Buyers of the respective Units.

48. All costs, charges and expenses in connection with the formation of the co-operative Housing Society or Limited Company or Association as well as the costs of preparing, engrossing, stamping and registering all the Agreements including this Agreement, conveyance transfer deeds or any other documents or document required to be executed by the said vendors and the Sellers or the Buyer or Co-operative Society as well as the entire professional costs, charges and expenses payable for the same shall be paid by the Buyer immediately on demand. The Buyer shall pay the professional fees in respect of these documents to be made and also in respect of the services rendered or to be rendered by the Sellers' Advocates as provided in this clause.

49. The Buyer shall at his own costs, lodge this Agreement for registration with the Sub-Registrar of Thane, Bombay and forthwith inform the Sellers the Serial Number under which the same is lodged to enable them to admit execution of the same.

50. The Buyer hereby declares that he has entered into this Agreement after going through and with full knowledge of the terms and conditions herein contained.

51. Any delay or indulgence by the Sellers in enforcing the terms of this Agreement or any indulgence of giving time to the Buyer shall not be construed as a waiver on the part of the Sellers or any breach of non-compliance of any of the terms and conditions of this Agreement by the Buyer nor shall the same in any manner prejudice the right of the Seller hereunder.

52. All letters, receipts and/or notices issued by the Sellers, despatched, under certificate of posting to the address known to them of the Buyer will be sufficient proof of receipt of the same by the Buyer and shall effectually discharge the Sellers.

53. The Conveyance and or Conveyances and other Documents for transferring the title shall be prepared by the Seller's Advocates and Solicitors and the same will contain such covenants and conditions as the Advocate and Solicitors shall think reasonable and necessary having regard to the development of the said property and subject to what is stated herein.

If the Buyer neglects, omits or fails to pay for any reason whatsoever to the Sellers any part of the amount due and payable to the Sellers under the terms and conditions of this Agreement (whether before or after the delivery of the possession), within the time hereinafter specified or if the Buyer shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to the Sellers shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Buyer on such event, being occurred agrees that on the Sellers re-entering the said land, as aforesaid, all the rights, title and interest of the Buyer shall also be liable for immediate effectment as a consequence, in that event all the moneys paid herein by the Buyer shall stand forfeited to the Sellers.

ANNEXURE "A"

THE SCHEDULE ABOVE REFERRED TO:

ALL that piece or parcel of land or ground bearing Survey No. 529 Hissa No. 9, admeasuring 4485 Sq. yds. i.e. 3750 Sq. Mt. out of which a small portion of land admeasuring 34150 Sq. ft. will be sold by the Vendor to the purchaser together with the messuages, tenements and structures standing thereon, situate, lying and being at Village Bhayander, Taluka and District Thane and bounded follows:-

- ON OR TOWARDS THE WEST BY PROPERTY BEARING S. NO. 528
- ON OR TOWARDS THE EAST BY PROPERTY BEARING S. NO. 529/4 & 10
- ON OR TOWARDS THE NORTH BY PROPERTY BEARING S. NO. 529/6 & 8
- ON OR TOWARDS THE SOUTH BY PROPERTY BEARING S. NO. 529/13 to 16

ANNEXURE -- "B"

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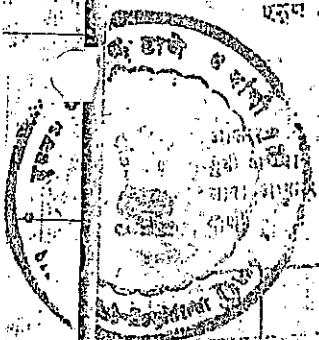
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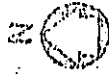
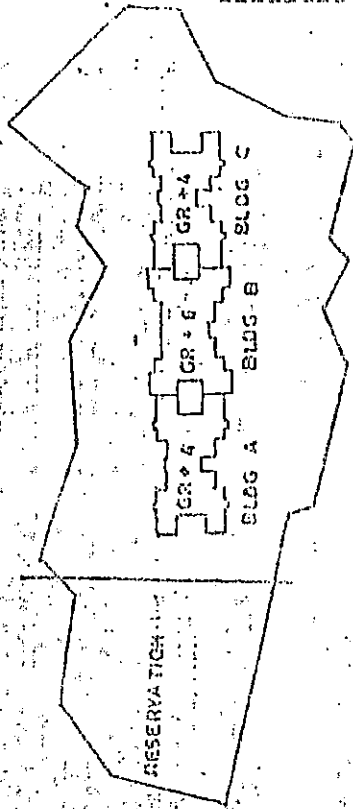
## AMENITIES

1. One Passenger Lift of approved make.
2. Concealed Copper Wiring with sufficient light, fan and domestic points.
3. TOILET.
  - (A) Tandoor/Kota Flooring in Toilets
  - (B) 8" x 4" Coloured Glazed Tiles upto 4' - 0" height in dado.
  - (C) One Geyser of approved make in each Flat.
  - (D) One Wash Basin in each flat.
  - (E) Good Quality mirror above Wash Basin with Towel Rod
  - (F) 8" x 4" Coloured Glazed Tiled in Floor and dado for 2' - 0" height in W.C.
  - (G) One R.C.C. Loft over Bathroom.
4. KITCHEN
  - (A) Raised Marble cooking platform with sink and 8" x 4" coloured Glazed Tiles dado upto 2' 0" height.
  - (B) White Mosaic flooring in Kitchen.
5. GENERAL AMENITIES
  - (A) White Mosaic Tiles in living, Bed Room, Balcony with half tiles skirting as dado approved make.
  - (B) Marble sill at main entrance door.
  - (C) Main door will have decorative laminated finish shutter with Godro, night latch, letter box, peephole, safety chain, music bell, decorative handle and remaining door will be flush door.
  - (D) All the Windows will be full Glazed Type with fancy fittings OR good quality of Aluminium Window with Sliding shutters.
  - (E) M.S. Grill for all windows.
  - (F) Decorative spacious entrance on ground floor.
  - (G) Well laid-out Garden and Children's play ground.
  - (H) Common T.V. Antena for the Building with separate Plug Point in each Flat.

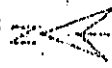
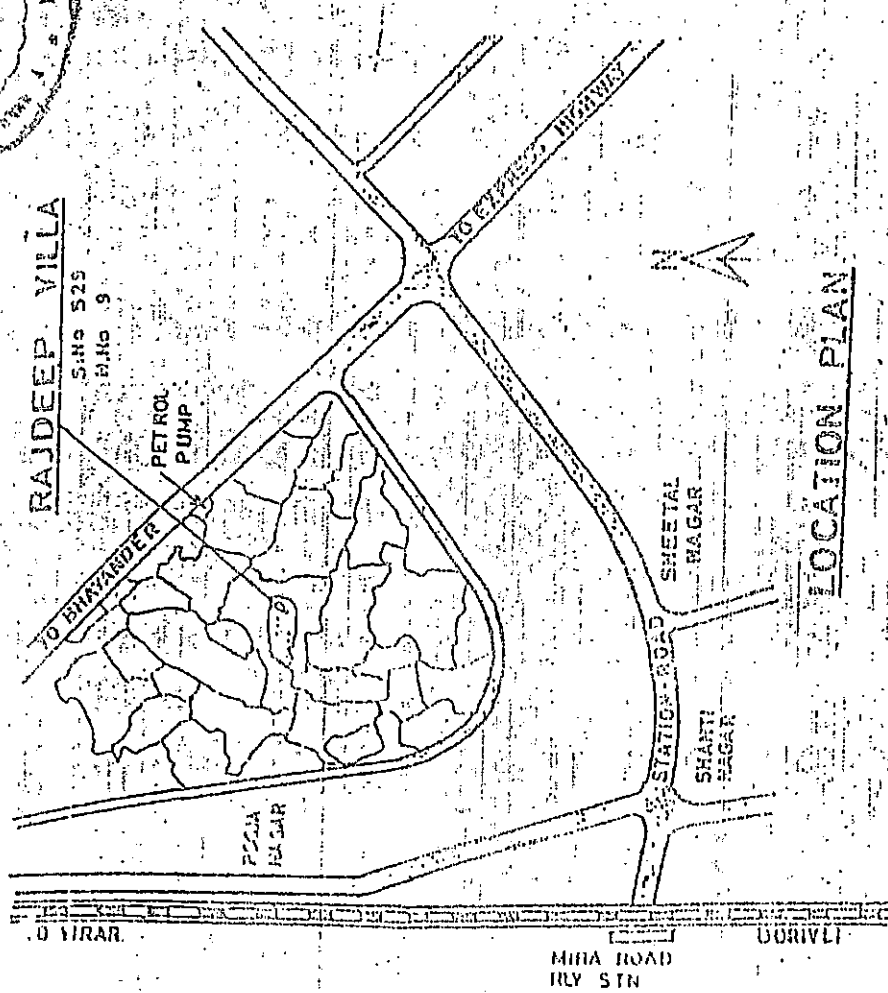
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ANNEXURE "D"



BLOCK PLAN



LOCATION PLAN



The mode of payment of the purchase price and other amounts to be paid by the Purchaser/Buyer of the Units to the Sellers :-

- (a) Rs. — as earnest and/or token amount.
- (b) Rs. 25000/- On execution of Agreement.
- (c) Rs. 20000/- On or before casting of the Plinth Work.
- (d) Rs. 16000/- On or before casting of the First Slab.
- (e) Rs. 16000/- On or before casting of the Second Slab.
- (f) Rs. 16000/- On or before casting of the Third Slab.
- (g) Rs. 16000/- On or before casting of the Fourth Slab.
- (h) Rs. 16000/- On or before casting of the Fifth Slab.
- (i) Rs. 16000/- On or before casting of the Internal Brick work.
- (j) Rs. 16000/- On or before casting of the External Brick work.
- (k) Rs. 16000/- On or before casting of the Internal Plaster.
- (l) Rs. 16000/- On or before casting of the External Plaster.
- (m) Rs. 16000/- On or before casting of the Doors/Windows.
- (n) Rs. 11250/- The balance purchase price shall be paid by the Buyer/s to the Sellers, within 7 days from the Sellers intimating the Buyer/s that the Unit is ready for Occupation.

TOTAL 2,16,250/- (RUPEES 1000 Lakhs Sixteen thousand seven hundred Fifty only)

PROVIDED FURTHER that the Buyer shall pay the last instalment of the purchase price within Seven Days (7) from the receipt of the intimation from the Sellers that the Unit agreed to be purchased by him/her is ready for Occupation of and Buyer's failing to make payment, the Sellers shall be at liberty to exercise their other rights as set out in this Agreement including a right to terminate this and sell the said Unit to any other person.

PROVIDED FURTHER that the Buyer under this Agreement shall pay the deposits in respect of the meter, maintenance etc. as provided hereinafter along with the payment of the last instalment.

LUMAR M. ASHAR

U. P. 11. 0

STATE - BOMBAY COURT

24/24, 7th Floor, 2nd  
Duty: 2nd Floor, 2nd  
1st Floor, Room No. 1,  
B O M B A Y - 400 002.

Date

TO WHOMSOEVER IT MAY CONCERN

Re: In the matter of land at Village  
Bhayander, Taluka and District Thane  
bearing Survey No. 529 Hissa No. 9,  
admeasuring about 34,150 Sq. ft. of  
F.S.I. out of the total land admeas-  
uring about 3750 Sq. Metres (1000  
equivalent to 6600 Sq. Yards).

In the above matter I have investigated the Title by  
causing the search from the offices of the Sub-Registrar of  
Land Revenue at Bandra/Bombay/Thane through my watch clerk  
Mr. S. Javeri for the period 1957 to 1989.

The above land is an Ancestral land of said Shri Blazo  
Kure alias Correa, I have also advertised in the local  
papers inviting the claim from the public in general on  
26th day of August, 1988.

One M/s. Estate Investment Company Pvt. Ltd., have their  
right to the extent of 1/3rd of the crops from the aforesaid  
land which is appearing in the column of "Other rights" of  
the extract.

By an Agreement for Sale executed on or about 24th day  
of September, 1988, the said Shri Blazo Joseph Correa and Others  
have agreed to sell the aforesaid land to One M/s. Shah &  
Dittani Associates on the terms and conditions mentioned therein  
and the said M/s. Shah & Dittani Associates in their terms  
have agreed to sell the major portion of the said land admeas-  
uring about 34,150 Sq. ft. of F.S.I. by executing an Agreement  
for Sale on or about 6th day of February, 1990 to M/s.  
Estate Developments on the terms and conditions of the  
agreement, subject to the terms and conditions of the both  
aforesaid agreements, 1/3rd right in the Crops of M/s. Estate  
Investment Company Pvt. Ltd. ....2/-



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Investment Company Pvt.Ltd., in Item No. Column. In my opinion the Title of the said Shri Blaise Joseph Correa on the aforesaid land appears to be marketable free from all encumbrances and reasonable doubt.

DATED THIS 25TH DAY OF APRIL, 1990.

Sd/-

ADVOCATE, HIGH COURT  
BOMBAY.



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

SIGNED, SEALED AND DELIVERED

) For M/s. RAJDEEP DEVELOPMENTS

by the withinnamed "SELLERS"

M/S. RAJDEEP DEVELOPMENTS

in the presence of .....

*[Handwritten Signature]*

Partner.

SIGNED SEALED AND DELIVERED

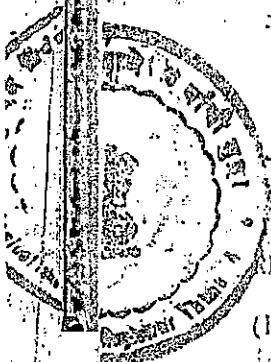
by the withinnamed "BUYER/S"

SHRI/SMT/MISS *M/s. Chandrasekhar*

*Ramanavada*

*[Handwritten Signature]*

in the presence of



RECEIVED a sum of Ro. 25000.

(RUPEES Twenty Five

thousand

ONLY)

Ro. 25000.00

of and from the withinnamed

Buyer as and by way of *cashment*

money payable by them to us by

Cash/Bank/Choque NO. 257737

Drawn on The Haryana State

Banking Corp. Branch

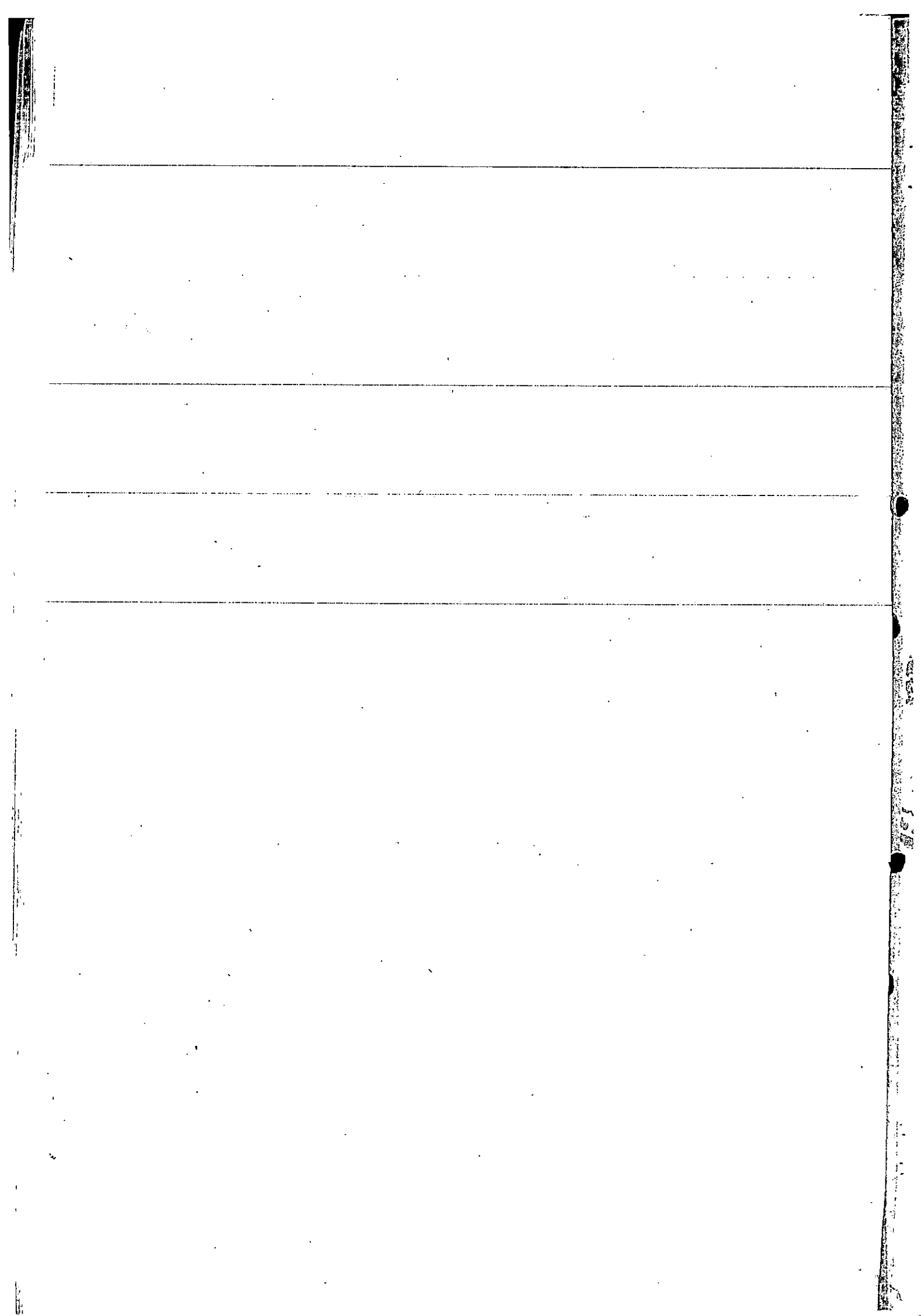
Dated 17/2/1992

WE SAY RECEIVED

For M/s. RAJDEEP DEVELOPMENTS

*[Handwritten Signature]*

PARTNER.



To.

The Chief Promoter/Chairman.

Co-operative Housing

Society Ltd.

(Proposed/Registered)

Sir Madam,

I, the undersigned, Shri/Smt.

hereby request you to admit me Co-partner/Co-Owner Tenant Member of your Society. My Particulars are given below.

(1) Age \_\_\_\_\_ Year.

(2) Occupation \_\_\_\_\_

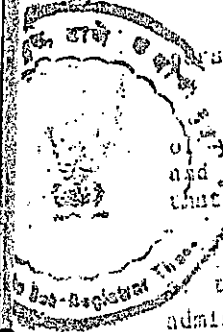
(3) Monthly income of the Applicant and of any other person on whom the applicant is dependent Rs. \_\_\_\_\_

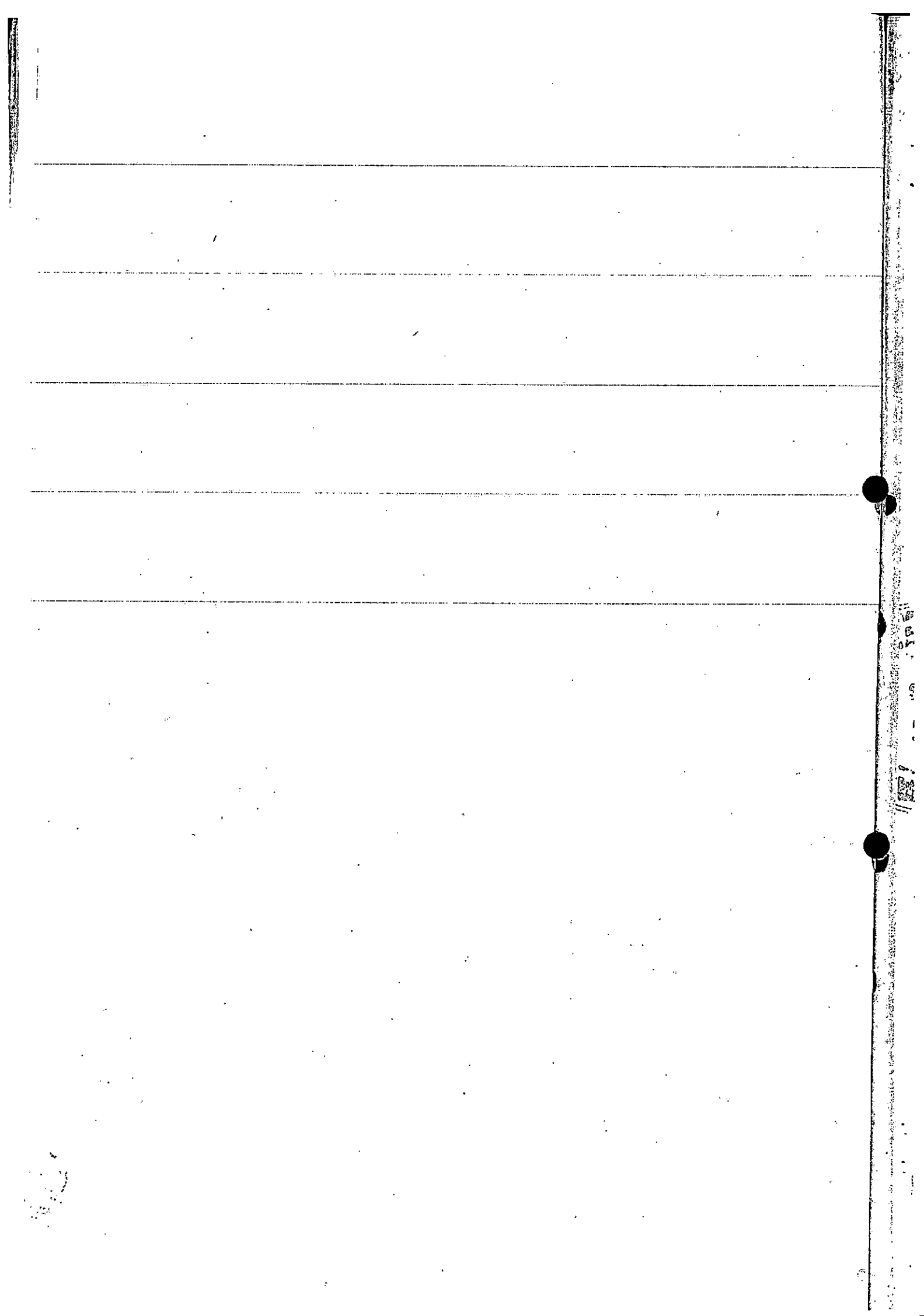
I have gone through the Proposed/Registered Bye-Laws of your society and the Rules and the Regulations thereunder and I undertake to abide by the same and with any Modification that the Registrar may make in them.

I am remitting herewith Rs. 250/- towards the value of the five fully paid up shares of Rs. 50/- each Rs. 10/- an admission fee.

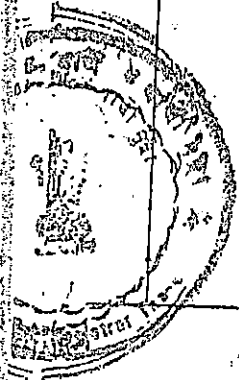
I am prepared to contribute \_\_\_\_\_ percent of total cost of the land construction of building thereon and the balance amount of which I expect to obtain as loan either from Government or any other Financing Agency from which the Society may obtain loan. In event of Society being unable to obtain loan to the extent of its expectation, I am prepared to contribute further amount towards the cost of land and construction as the Society may require. I have paid Rs. \_\_\_\_\_ towards the cost of my Plot.

I furnished my particulars, in Form "B" under Schedule III attached to the Bye-Laws as under :





Sr. No.	Name of the Member	Particulars regarding residential building / buildings sites owned by him (in whole or in part) or by other 'member' of the family staying with him.	Place where situated	Reasons why it is necessary to have a house plot from society.
1	2	3	4	5



Attested by

Yours faithfully,  
*[Handwritten Signature]*

Chief Promoter.

Dated. \_\_\_\_\_

("The member of family as defined in section 6 of the Maharashtra Co-operative Societies Act, 1950 for the purpose of section 8 of the Act include Wife, Husband, Father, Mother, Grandfather, Grandmother, Step-father, Step-mother, Son, Daughter, Step-son, Step-daughter, Grand-son, Grand-daughter, Brother, Half-Sister and Wife of Brother or Half-Brother".)



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 २४  
 ०१५  
 मुख्य निबंधक मंत्रि कब्रिस्तान बाबु  
 विद्या.

वास्तुकार  
 श्री नाम  
 दिनांक २६/१०/१९  
 (श्रीमती गौरी)  
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 मुख्य निबंधक ठाणे

*[Handwritten signature]*

मुख्य निबंधक ठाणे

१) मे. वापसी उद्देश्य  
 पत्नी जयेश डल सावला  
 म. शा. को. व. ली (वेल्)

श्री. २३/२१ श्रीमती श्रीमती  
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दिनांक २४ मार्च १९९२

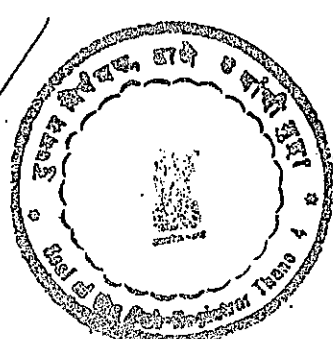
*[Handwritten signature]*

मुख्य निबंधक ठाणे

*[Handwritten signature]*

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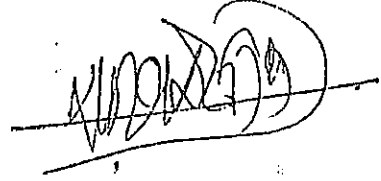
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कुल मंत्र  
 १९२२ के १३-९  
 २४ वां संवेद १२-९  
 वि. संख्या ०१६  
 मुख्य निबंधक या वि. कोदीनली कायदा  
 विद्या.

बाह्यांगीय  
 ही भागी  
 विद्या की २६१०  
 (कोदीनली)  
 विद्या की १२  
 विद्या की २२५  
 मुख्य निबंधक ठाणे

  
 मुख्य निबंधक ठाणे

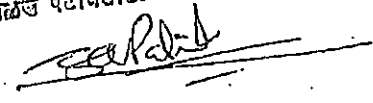
१) मे. बाजरीप उद्योगी तर्फे  
 पतिर जमेश इल सावला  
 यशाग. कोदीनली (वेल्)

श्री. सुरेश गोपीनाथ पाटील  
 व्यापा. श्री. अश्विन  
 नवल

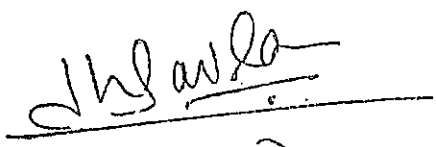
२) चंद्रकांत रणवारे  
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 बसवयस कळक धारवा

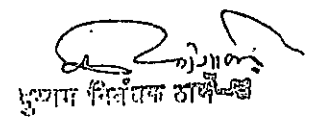
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 प्रसिद्ध करण येणाऱ्या २५२ निविदे  
 प्रसमास व्यतीत : कोदीनली व त्याची  
 सोळा पटविवाह.

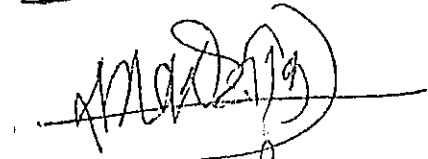
प्रकाशित कायदा  
 प्रसिद्ध करण विद्या विद्या  
 उपवाह.



दिनांक २४ मार्च १९६२

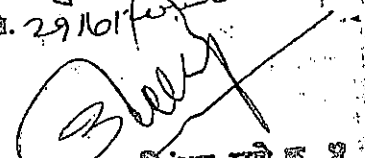


  
 मुख्य निबंधक ठाणे

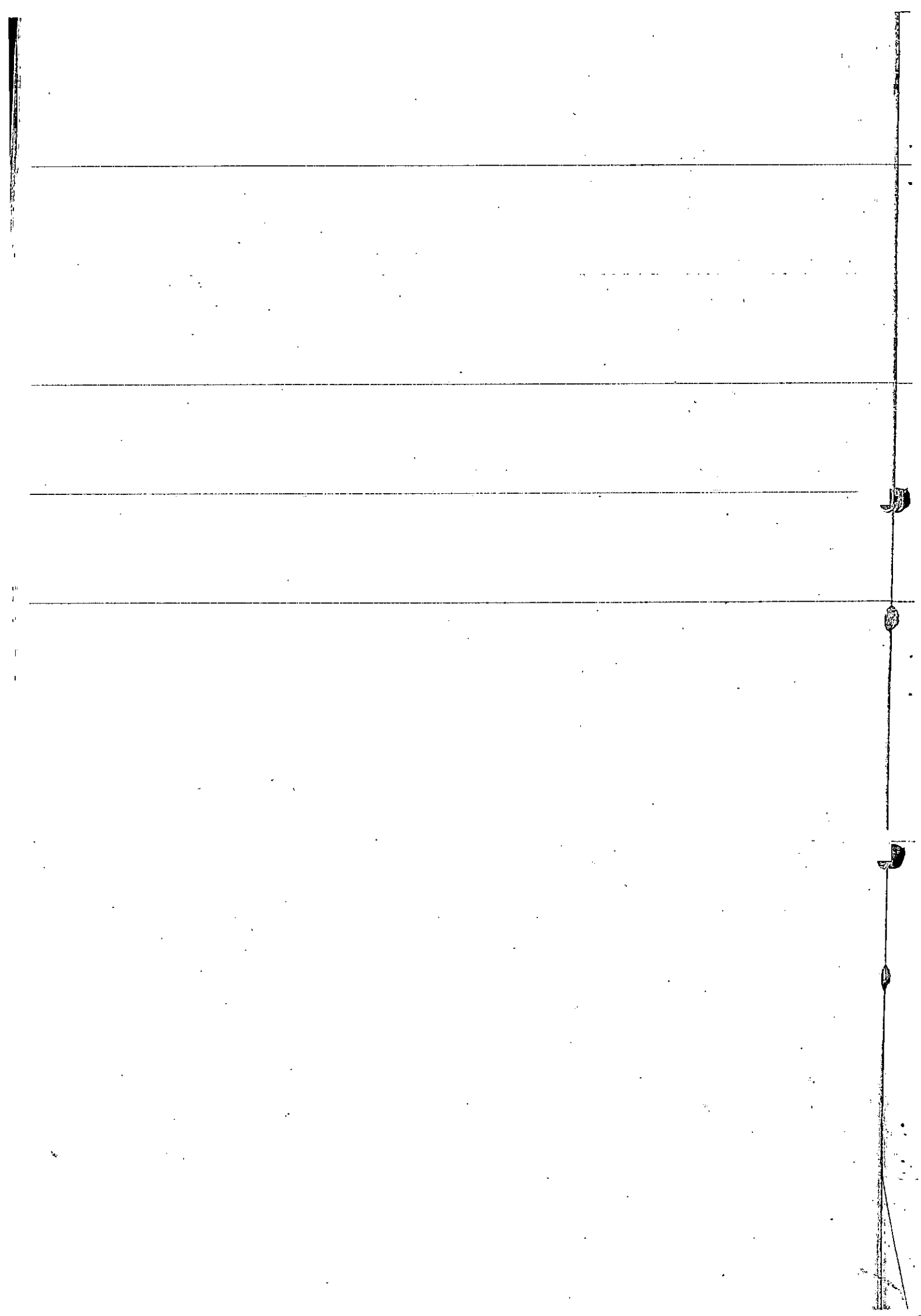


श्री. राजवडे... जी  
 बंदर नयकर श्री. ...  
 बाचा मज क्रमांक ७५३२५  
 दिनांक २९/१०/६१

श्री. नवल वेली  
 श्री. नवल बावली  
 श्री. बावली वेली  
 मुख्य निबंधक ठाणे

  
 मुख्य निबंधक ठाणे





DATED THIS 13<sup>TH</sup> DAY OF FEBRUARY 1971

BETWEEN

**M/S. RAJDEEP  
DEVELOPMENTS**

114, Shreeji Darshan 100 S.V. Road,  
Kandivli (West) Bombay-400 067.

.....Sellers

AND

Shri/Smt/Kyri. M/s. Chandrakant  
Kandivli

to M/s Rajdeep Developments, 21/6  
Patil's lands 20 Pali Road

Bandra Bombay 50

.....Buyer/s

**AGREEMENT  
FOR SALE OF**

Flat/Shop/Garage/Parking Space No. 21/6

On 1<sup>ST</sup> Floor of Building No. 11

Wing No. A

**RAJDEEP VILLA**

At Survey No. 529 Hissa No. 9, Village  
Bhayander, Taluka Thane, District Thane.

**Rajdeep  
Villa**

SHRI RAJESUMAR M. AGARWAL  
Advocate, High Court,  
23/25, 2nd Floor, Wadia,  
Dadisheti Agnyari Lane, 1st Floor,  
Bombay - 400 002.