AGREEMENT FOR SALE

OF

FLAT / SHOP / GARAGE

NO. A 2 ON 2¹ FLOOR OF

"TAKSHILA"

Building No. 2

ON

Plot No. 53, 54, 55 & 56 (Part) of Mulgaon Village, Mahakali Caves Road, Andheri (East), Bombay-400,093. MAHARASHTRA STAMP DUTY AMNESTY SCHEME 2023

OFFICE OF COLLECTOR OF STAMPS, ANDHERI

CASE NO. (03/A/AV/ 755 6 /2023

This instrument is executed between \$1/01/1980 to \$1/12/2010 and payable Stamp Duty Rs. ReCALCAL/ is less thin Rupers One Lakh, therefore Present Instrument is exempted from payment of Stame Daty and Penalty amount vide Maharashtra State Governmani Gazette No. Revenue and Forest Department - Mudrank-2023/C.R.No.342/M-1 (Policy) Dt.O /12/2023 and Maharashtra State Government No. Mudrank - 2023/C.R.No.342/M-1(Policy) Dt. 11/2/2023.

SPECIAL AOHESIVE

It is Certified in the present instrument is duly Stamped under section 41 of Maharashtra stamp Act.

Palce: But MAR 2024

Collecter of Stamps Andheri

ARTICLES OF AGREEMENT made at Bombay this

having its office at 205, Water Field Road, Bandra, Bombay-400 050 hereinafter referred to as "the Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners of the said firm its

successors and assigns of the One Part And Shri Sphi Krim. Prakan D. Vakie

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

WHEREAS:

- (i) The Bhadra Co-operative Housing Society Limited (hereinafter called the said Society) is the owner of an immoveable property situate and lying at Mahakali Caves Road, Andheri (East) in Greater Bombay (hereinafter referred to as "the said property"). A particular description of the said property is given in the schedule hereunder written.
- (ii) By and under Development agreement dated 19th day of August 1980 the said Society has entrusted the development work in respect of the said property to the Developers and has authorised the Developers to agree to allot on ownership basis flats and premises in the buildings to be constructed on the said property and accordingly the Developers are entitled and authorised to agree to allot to the prospective allottees on ownership basis flats and premises in the proposed Buildings.
- (iii) The said Society has handed over to the Developers possession of the said immoveable property for the purpose of completing the construction of all the buildings thereon and has also irrevocably authorised the Developers to allot in the name of the Developers the flats and premises in all the buildings to be constructed on the said plot.

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- (iv) The Developers have in accordance with the provision of the said agreement obtained possession of the said land with full rights and authority to commence construction on the said plot and complete construction there on and also to allot the flats and/or other premiers in the buildings to be so constructed on the said plot and for that purpose to enter into an agreement for allotment of flats and premises,
- (v) The Developers are constructing buildings named "TAKSHILA" consisting of shops, flats, garages in accordance with the plans approved by the Municipal Corporation of Greater Bombay and want to allot the same on ownership basis.
- (vi) The Developers are entering into separate agreement with several other persons in a form similar to this agreement with regard to the flats and premises in the said buildings under construction and proposed to be, constructed.
- (vii) The allottee has demanded from the Developers and the Developers ha given to the allottee inspection of all the originals of the sanctioned bui ing plans and the commencement certificate (which the allottee doth herely confirm).
- (viii) The allottee has taken inspection from the Developers of the development. agreement dated 19th August 1980.
- (ix) The Developers have, for the benefit of the Allottce obtained certificate of of title from M|s. KIRIT N. DAMANIA & CO. Advocate, certifying the title of Bhadra Co-operative Housing Society, Ltd. to the said property as being clear and marketable. A copy of the said certificate is hereto annexed and marked Exhibit "A", we not the source of the
- (x) The said certificate of title to the said property has been inspected by the allottee and the allottee shall not be entitled to investigate further the title of the said society to the said property.

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Section 4 (xi) The Developers will be allotting the flats and premises in the said buildings named "TAKSHILA" as also the covered and/or open garage on the terms and condition herein contained with a view that ultimately when all the buildings are completed and flats and premises therein are allotted and consideration monies received from the allottess of all the premises at the discretion of the Developers The Bhadra Co-Operative Housing Society Ltd. shall either (i) admit all the alllottees as members of the Society or (ii) at the option of Developers convey their respective rights, title interest in the immoveable property to the society societies, Limited Company Companies to be formed or incorporated (as the case may be) by the allottees as bereinafter mentioned.

No. No. on the requested the Developers to allot to him/her/them flat/shop

30' (xiii). The parties hereto are desirous of executing this Agreement.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Developers have commenced construction of a building to be called Building No. (hereinafter referred to as the said building) on a portion of the said property shown on the layout plan thereof and marked thereon as Building No. in accordance with the building plan and specification sanctioned by the Municipal Corporation of Greater Bombay.

2. The Developers shall under normal conditions, complete the said building as per the said plans seen and approved by the Allottee (with additional floors if permissible) with such variations and modifications as the Developers may consider necessary or may be required by any public authority to be made in them or any of them but so as not to reduce the total built up area of the said premises. The allottee expressly consents to the same. No further consent of the allottee shall be required for the purpose.

hereto annexed, at or for the price of Rs. 143200 (Rupees on the plan only).

The allottee agrees to make payment for the allotment of the said premises as follows.

- (a) 20% of the allotment price on or before the execution of this agreement as earnest money;
- (b) 10% of the allotment Price on the Completion of the Plinth of the building.
- (c) 15% of the allotment price on or before the casting of every slab of the building. For slabs already cast, amount payable shall be deemed to be due on the date of the agreement, in addition to the carrest money;
- (d) The balance of the allotment price before taking possession of the said premises.
- 5. If the Allottee commits default in payment of any of the aforesaid amounts strictly within the time aforesaid (time being the essence of the contract) and/or on observing and performing any of the terms and conditions of this agreement, in which event, the said deposit or earnest money paid by the allottee to the Developers

shall stand forefeited. On the Developers terminating this Agreement under this clause, they shall be at liberty to allot the said premises to any other person as the Developers deem fit at such price as Developers may determine and the allottee shall not be entitled to question such allotment or to claim any amount from the Developers.

- 6. Without prejudice to Developers other rights under this Agreement and/or in law, the allottee shall be liable to pay to the Developers interest at the rate of 18% per annum on all amounts due and payable by the allottee under this Agreement if such amount remains unpaid for seven days or more after becoming due.
- Possession of the said premises shall be delivered to the allottee after the said building named "TAKSHILA" is ready for use and occupation PROVIDED all the amounts due and payable by the allottee under this Agreement are paid to the Developers. The allottee shall take possession of he said premises within seven days of the Developer's giving written notice to the allottee intimating that the said premises is ready for use and occupation.
- Possession of the said premises in TAKSHILA shall be delivered by the Developers to the allottee on or before \(\subseteq \infty \). The Developers shall not incure any liability if they are unable to deliver possession of the said premises by the date raforetaid, if the completion of the building is delayed by reason of non-availability of Steel and or Cement or other building materials or water supply or electric power or by reason of war, civil commotion or any Act of God, or if non-delivery of possession is as a result of any notice order rule or notification of the Government and or any other public or competent authority or for any other reason beyond the control of the Developers, then and in any of the aforesaid events the Developers shall be entitled to a reasonable extension of time for delivery of possession of the said premises.
- 9. If for any other reason the Developers are unable or fail to give possession of the said premises to the allottee within the date specified in clause (8) above, or within any further date be determined to by and between the parties hereto, then and in such case, the allottee shall be entitled to give notice to the Developers terminating this agreement, in which event, the Developers shall, within two weeks from the date of receipt of such notice, refund to the allottee the aforesaid amount of deposit and the further amount is that may have been received by the Developers from the allottee as part payment in respect of the said premises as well as simple interest on such amounts at the rate of 9% per annum from the date of receipt till repayment. The Developers shall also pay to the allottee a sum of Rs. 500|- (Rupees five hundred only) as liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Developers shall be at liberty to allot and

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dispose off the said premises to any person at such price and upon such terms and conditions as the Developers may deem fit.

- 10. Upon possession of the said premises being delivered to the allotter, he shall be entitled to the use and occupation of the said premises. Upon the allotter taking possession of the said premises he shall have no claim against the Developers in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.
- The allottee shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises mentioned in clause (12) hereof from the date of the occupation certificate.
- 12. The allottee agrees and binds himself herself to pay regularly every month, by the 5th of each month, to the Developers until the Conveyance or other appropriate document of the said property is executed in favour of a Co-operative Society or a Limited Company as aforesaid and thereafter to the aforesaid Co-operative Society or the Limited Company, as the case may be, the proportionate share that may be decided by the Developers or the Co-operative Society or the Limited Com-

pany, as aforesaid and thereafter to the moresaid co-cre-Company, as the case may be, the proportionate share that may be decided by the Developers or the co-operative Society or the Limited Company, as the case may be, for (a) all Municipal and other taxes and outgoings that may from time to time be levied against the land and or building including water taxes and water charges and (b) outgoings for the maintenance and management of the building named TAKSHILA as also common lights and other outgoings such as collection charges, charges for watchmen, sweepers and maintenance of accounts incurred in connection with the said property. The allottee shall keep deposited with the Developers at the time of taking possession of the said premises a sum of Rs. 1500|1000 as deposit towards the aforesaid expenses and outgoings. The allottee shall also keep deposited with the Developers at the time of signing of this Agreement, a further sum of Rs. 500|- as the allottee's contribution towards the deposit in respect of water and electric meters, payable to the public authorities and shall further deposit a sum on account of and towards the deposit payable to the Bombay Municipal Corporation in respect of the covered car parking space. The said sum shall not carry interest and will remain with the Developers until the conveyance or other appropriate document is executed in favour of a Co-operative Society or to . Limited Company as aforesaid and on such conveyance or other apprepriate documents being executed, the aforesaid deposits (less deductions as per this Agreement) shall be paid over to the Co-operative Society or the Limited Company, as the case may be. The allottee shall also keep deposited with the Developers at the time of taking possession, a sum of Rs. 251|- as share money and application entrance fee. The allottee shall also pay at the same time, a lumpsum of Rs. 500|7 towards legal

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expenses, incurred or to be incurred by the Developers. The developers shall be entitled to collect a further sum of Rs 600! from every allottee of two bed room flat and shop towards pressum at a runnion business for the use of all the allottees. If the developers decide to collect—the said sum, then decision about the type and number of buses to be purchased as provided herein shall be final and binding on all the allottees. All all these bind thefuselves to the use of the said buses as per common rules, contribution/ellages—determined by the developers from time to time.

which the same is acquired nor use the said premises for any purpose other, than for which the same is acquired nor use the same for any purpose which may or is likely to cause musance or annoyance to occupiers of other premises in the building or to the Owers or occupiers of the neighbouring properties nor for any illegal or immoral purposes.

- 14. The allottee shall maintain the front elevation and the side and rear elevations of the said building in the same form as the Developers constructed it and shall not any time alter the said elevation any manner whatsoever, without the prior consent in writing from the Developers.
- 15. The fixtures, fittings and amenities to be provided in the said building and the said premises and the materials to be used in the construction of the said building are those as set out in the Second Schedule hereunder written and the allottee. has satisfied himself about the design of the said building and also about the specifications and amenities to be provided therein.
- 16. The allottee shall from the date of possession, maintain the said premises at his her own costs, in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said building or the said premises, or the compound, which may be against the rules or bye laws of the Bombay Municipal Corporation or any other authority nor shall the allottee change, alter or make additions to the said premises or to the Building or any part thereof, the allottee shall be responsible for any breach of these conditions.
- 17. Provided it does not in any way affect or prejudice the right of the allottee in respect of the said premises, the developers shall be at liberty to allot assign, transfer or otherwise deal with their rights title and interest in the said land and or in the building's to be constructed thereon.
- 18. The allottee shall have no claim whatsoever except in respect of the particular car parking space, hereby agreed to be acquired. The open spaces, unallotted parking spaces, flats, rooms, etc. will remain the property of the Develo-



pers until the whole property is transferred to the Co-operative Society or a Limited Company as herein mentioned but even then it shall be subject to the rights of the Developers as contemplated by this Agreement.

- 19. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the land, hereditaments and premises or any part thereof or of the said building|s|thereon or any part thereof.
- 20. The allottee shall not let, Sub-let, sell, transfer, assign or part with his interest under or benefit of this agreement or part with possession of the said premises until all the dues payable by him to the Developers under this agreement are fully paid up and only if the allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until he|she obtains the previous consent in writing of the Developers.
- The allottee and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall observe and perform all the byelaws and or the rules and regulations which the co-operative society at registration may adopt or the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated (as the case may be) and the additions, alterations, or amendments thereof, for the protection and maintenance of the said building and the flats, and other spaces and premises therein and or in the compound and for the observance and carrying out of the building Rules and Regulation and the Bye-laws for the time being of the Bombay Municipal Corporation and of the Government and other public bodies. authorities and other local premises is let, the said to whom persons The allottee and transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid by such co-operative society or limited company, as the case may be, regarding the occupation and use of the Building and|or the flat or other spaces and or parking spaces therein and shall pay and contribute regularly and punctually towards the taxes and or expenses or other outgoings in accordance with the terms of this Agreement.
- 22. The allottee hereby agrees and undertakes to be a member of the cooperative society or limited company to be formed in the manner herein appearing
 and also from time to time to 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
 the bye-laws of the proposed society and duly fill in sign and return to the Developers
 within 10 (ten) days, of the same being forwarded by the Developers to the allottee
 No objection shall be taken by the allottee if any changes or modifications are
 made in the draft bye-laws or the memorandum and/or Articles of Association, as

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may be required by the Registrar of co-operative societies or by the Registrar of the Companies, as the case may be or any other competent authority. The allottee shall be bound from time to time, to sign all papers and documents and, to do all acts deeds, nextures and things as may be necessary from time to time for safe guarding the interest of the Developers and of the other purchasers of flats, and other spaces and car-parking spaces in the said building or in the compound.

- Recept the said premises, the walk and partitions, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair and conditions and in particular so as to support, shelter and protect the parts of the building other than this premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation, B.S.E.S. Ltd. and or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.
- 24. The allottee along with the other allottees who take or have taken the other flats, or other spaces and or car parking spaces in the said building and in the compound, shall form themselves into a co-operative society or a limited company. On such co-operative society or limited company being registered or being incorporated or formed, as the case may be, the rights, of allottees of the said premises will be recognised and regulated by the provisions of the said society or limited company and Rules and Regulations framed by them, as the case may be, but subject to the terms of this Agreement.
- 25. On the completion of all the said buildings and on receipt by the Developers of the full payment of all the amounts due and payable in them by all the all allottees of all the flats, in all the said buildings and car-parking spaces, the Developers shall co-operate with the allottees in forming, registering or incorporating a co-operative society or a limited company, the right of the members of the cooperative society or of the limited company, as the case may be, being subject to the rights, of the Developers under this Agreement and the Conveyance or other appropriate document to be executed in pursuance hereof. When the Co-operative Society or Limited Company is registered or incorporated or formed, as the case may be, and all the amounts due and payable to the Developers in respect of the flats, and other portions in the said building and the car parking spaces, are paid in full as aforesaid the Developers shall (subject to the necessary permission as may be required by law) obtain and/or shall execute the necessary conveyance or other appropriate document of the said land (or to the extent as may be permitted by the authorities) and the said new buildings named "TAKSHILA" in favour of such Co-operative Society or Limited Company, as the case may be. Such Conveyance or other appropriate document shall be in keeping with the terms and provisions of this Agreement. No liability or responsibility shall attach on the

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Developers and no compensation or other amount shall be payable by the Developers if any part of the said land is not permitted to be conveyed.

In the event of the Society or the Limited Company being formed and registered before the sale and disposal by the Developers of all the flats, and other spaces, and car parking spaces in the said building and in the compound, the power and authority of the Society or Limited Company so formed or of the allottees of the tlats, and other spaces and car parking spaces, shall be subject to the over-all authority and control of the Developers in respect of any of the matters concerning the said building and the construction and completion thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regards the unallotted flats, other spaces and carparking spaces and the disposal thereof. The Developers shall be liable to pay only the Municipal Taxes, at actuals, in respect of the un-alloted flats, and/or car parking spaces. In case the Conveyance or other appropriate document is executed in favour of the Co-operative Society or the Limited Company as the case may be. before the allotment by the Developers of all the flats, and/or car parking spaces, then and in such case the Developers shall join in as the Promoter member in respect of such un-allotted premises and as and when such premises are allotted to the persons of the choice and at discretion of the Developers, the Cooperative Society or Limited Company, as the case may be, shall admit as member, the allottees of such premises, without charging any premium or any other extra payment.

It is specifically agreed by and between the parties that it shall be at the sole 27. discretion of the Developers to decide whether allottees of all the flats other premises in all the Buildings on the said plot of land should be admitted as the members of The BHADRA Co-operative Housing Society Ltd. or at the discretion of the Developers different Co-operative Societies or Limited Companies shall be formed or incorporated (as the case may be) for one or more structures or wing of such structures to be constructed on the said property. And that in case Developers decide to form different Societies or Limited Companies then they shall cause the Bhadra Co-operative Housing Society Ltd. to execute separate conveyances in favour of such Co-operative Societies or Limited companies (as the case may be) in respect of their rights, title and interest in the respective immoveable property. On the Developers making their decision as aforesaid, the allottee and the other persons who have acquired the other flats, car parking spaces, etc. shall be required to sign all forms applications, papers, deeds and documents etc. as may be reasonably required to carry out such decision and so as to obtain and effect a proper Conveyance or other appropriate document of the said plot of land with the building and structures thereon, as the case may be.

28. It is also specifically agreed that either the allottees of the flats|shops shall be

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admitted as members by the Bhadra Co-operative Housing Society Ltd. and/or that conveyances as aforesaid shall however be executed only after the entire property described in the First Schedule hereunder written is fully developed and the Developers shall have allotted all the premises in all huildings (under construction and proposed to be constructed) and received full consideration amount from the allotters of all the premises.

- 29. Mr. C. B. Wadhwa, Advocate, of the Developers, shall prepare and or approve as the case may be, the Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws or the Memorandum and Articles of Association in connection with the formation, registration and or incorporation of the Co-operative Society or the limited company, as the case may be. All costs, charges, and expenses, including stamp duty, registration charges in connection with the preparation and execution of the Conveyance and other documents and the formation, registration or incorporation of the co-operative society or the limited company, as the case may be, shall be borne, shared and paid by all the allottees of the flats and premises in the new building in proportion to the purchase price of their respective flats, or other spaces in the said building. An estimated lumpsum towards such amount shall be deposited by the allottee with the Developers at the time of taking possession of the said premises, but it shall not carry interest during the time it. Ites deposited with the Developers.
- The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the allottees. The allottee will lodge this agreement for registration and the Developers will attend the Sub-Registrar, and admit execution thereof, after the allottee informs them the number under which it is lodged.
- 31. The deposits that may be demanded by or paid to the Bombay Municipal Corporation for the purpose of sanctioning the plans and or issuing the Commencement Certificate Occupation Certificate and or Building Completion Certificate and or giving water connection to the said building and the electric meter deposits to be paid to B.S.E.S. Ltd. or other authority, shall be payable by all the allottees of the said new buildings in proportion to the respective costs of their state, or other spaces or car parking spaces. The allottees agrees to pay to the Developers such proportionate share of such deposit, at the time of taking possession or within seven days of demand whichever is earlier.
- 32. If at any time any development and or betterment charges or other levy are or is charged, levied or sought to be recovered, by the Bombay Municipal Corporation, Government and or any other public authority in respect of the said land or building the same shall be borne and paid by all the allottees in proportion to the allotment-price of their flats, shops and or car parking space.

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- 33. The allottee agrees and binds himself to pay to the Developers his provisional monthly contributions of Rs. 300] [200] per month towards the aforesaid outgoings, from the date as provided hereinabove in clause (10) and payable every month, regularly in advance, till such time as the said property is transferred to a co-operative society or limited company, as the case may be, and he shall not withhold the same on the plea that deposit has been paid or for any reason whatseever.
- If for any reason, prior to the completion of the said new building and the 34. receipt by the Developers of the total allotment money receivable by them, a Deed of Conveyance or other appropriate document is executed in favour of the Cooperative Society or Limited Company and if on the date of such Conveyance or other document the said new building "TAKSHILA" is not fully constructed and or completed and or if the said building and or other portion of the said property has or have not been disposed off by the Developers or if the Developers have not obtained in full the consideration money receivable by them om all persons, who obtain the flats, and other portions in the said property, then and in any of such events, the Developers shall have the right to construct and complete the said building and to dispose off the unsold flats, and or other portions of ts said property and or to receive the consideration money even though such conveyance is obtained in favour of the Co-operative Society or the Limited Company, Adequate provisions for the above may be made in the Deed of Conveyance and other appropriate document.
- 35. All notices to be served on the allottee as contemplated by this Agreement shall be deemed to have been duly served if sent to the allottee by prepaid post under certificate of posting at his her address specified below.

Mr. Prakash D. Vakil Mr Pranay D. Vakil 3/61, NANIK NIVAS, WARDEN ROAD, BOMBAY 400 036.

36. The allottee shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon and the said premises or any part thereof to view and examine the state and condition thereof and to make good, within two months of giving notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Developers to the allottee, and also for the repairing of any part of the building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutters, wires, part structures or other convenience belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and

thereasth equalities and matter before any operator, makes and dupper and yet simples. Mary Truck

- The threshoes shall have a first less and purameters charge on the said 1. business while to be without or the appearent medical of his smooth bride Me by the allower make the terms and countrieus of this agreement.
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| Lotos Corporation, through the | i |
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For LOTUS CARROLATION

SIGNED SEALED AND DELLYERED

by the withinnained Allotter

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THE SCHEDULE ABOVE REFERRED TO-

All those pieces or parcels of land or ground situate lying and being at village Mulgaon, Andhen (East) in Greater Bombay in the Registration District and Sub-District of Bombay City and Suburban containing in the aggregate 78059 sq. yards (i.e. 64081 sq. meters) or there abouts and bearing the following survey and Hissa numbers.

| S | urvey No. | Hissa No. | Area in Sq. yards |
|---|-----------|-----------|-------------------|
| | 38 (part) | | 12469 |
| | 54 | | 968 |
| | 55 | 1 (Part) | 52643 |
| | 55 | 3 | 1331 |
| | 55 | 4 | 2541 |
| ł | 55 | 5 | 847 |
| | 55 | 6 | 5687 |
| | 55 | 7 | 464 |
| | 55 | 9 | 1089 |
| | | | |

THE SECOND SCHEDULE ABOVE REFERRED TO:-

STANDARD SPECIFICATION.

- 1) FLOORING
- : (a) Living, Bed-room, Passages-white Mosaic Tiles 10" x 10" with skirting.
 - (b) Kitchen-Grey Mosaic Tiles with skirting 10" x 10".
- 2) KITCHEN
 - **PLATFORM**
- : 2 feet wide marble top and glazed tiles dado (4" x 4" white tiles upto 1' height).
 - Sink 2' -0" x 2' -0" finished in glazed tiles at Bottom.
- 3) DOORS
- : (a) Entrance, Bed-Room shall be flush doors.
 - (b) Toilets Balcony-Panelled doors.

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- 4) WINDOWS
- ; (a) Bed-room, Living, Kitchen, fully glazed
 - (b) Toilets-Lowered type cross ventilators. All Doors and Windows shall be painted from both sides except main door which will be polished on one side. All Bed-room and Kitchen having wooden windows shall have fixed grills (design as approved by the Architects).

5) ENTRANCE

HALL

: A decorative entrance hall with marble flooring and side walls having marble/stone/venerates finish.

- 6) ELECTRICAL: (a) Concealed electrification in the full flat.
 - (b) The points to be provided are as under:-

| | Light Point | Fan Point | Plug on Board | Power Point |
|------------------|-------------|---------------|------------------|-------------|
| a) Living | 2 nos. | 1 no. | 1 no. | 1 no. |
| b) Master Bed | 2 nos. | 1 no. | 1 no. | 1 no. |
| c) Bed | 2 nos. | 1 no. | 1 no. | 1 |
| d) Kitchen. | 1 no. | | 1 no. | 1 no. |
| c) Passage | 1 no. | | | |
| f) Balcony | 1 ne. | | | |
| g) Master Toilet | 1 no. | | | 1 no. |
| h) Bath | 1 no. | | | 1 no. |
| i) W. C. | 1 no. | - | | |
| j) Toilet | 1 no. | | | |

7) TOILETS

- 2 BED ROOMS: (1) Master Bath: Open Plumbing, 4" x 4" White glazed tiles upto 4 feet height, ordinary white English Indian W.C. pan with tank, mirror, shower and Jali.
 - (2) Common Bath: Open plumbing, 4" x 4" white glazed tiles upto 4 feet height, white wash basin, white English Indian W. C. pan with tank, mirror, shower and Jali.

B) 1 BED ROOM:

- (1) BATH ROOM: Open plumbing 4" x 4" White glazed Tiles upto 4 feet height, wash basin, mirror, shower and Jali.
- (2) W.C.: Open plumbing 4" x 4" White Glazed Tiles upto 4 feet height, Indian W. C. pan with flush tank.

EXHIBIT "A"

KIRIT N. DAMANIA & CO. Advocates & Solicitors.

Date 22nd August 1980

The Hon. Secretary.

Bhadra Co-Operative Housing Society Ltd.

Re: Purchase of property at Mahakali Cave Road, Andheri (East). from Mrs. Elfreida D'Almedia and Others.

Dear Sir.

This is to inform you that by virtue of the Consent Decree passed by the Hon'ble Mr. Justice Rege of the Bombay High Court on 24th November 1980 in Suit No. 1812 of 1980 the above property has vested in your Society. The total purchase price payable for the said property to the Vendors has been Rs. 20,84,040|- and the same is fully paid to them. The Survey No. s. of the property are as under:—

| Survey Nos. | Hissa No. | Area in sq. yards |
|-------------|-----------|-------------------|
| 53 (part) | | 12469 |
| 54 | | 968 |
| 55 | 1 (part) | 52643 |
| 55 | 3 | 1331 |
| 55 | 4 | 2541 |
| 55 | 5 | 847 |
| 55 | 6 | 5687 |
| 55 | 7 | 464 |
| 55 | 9 | 1089 |
| | | |

This is to Certify that in our opinion the title of the property in the hands of the Society is clear, marketable and free from encumbrances. The Society has entrusted the development work to MESSRS. LOTUS CORPORATION who are developing the said property.

Yours truly,
For KIRIT N. DAMANIA & CO.

Sd|-

Proprietor.

- Will Brown

MESSRS, LOTUS CORPORATION

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| | AGREEMENT FOR SALE |
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| | respect of Flat/shop No. A - 21 |
| greement in | terhect of Trusta Management |
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| the | floor of |
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"TAKSHILA"

| buildin | g No | |
|---------|------------------|-----------------------|
| and or | covered open car | parking space No. |
| , | , , | 54, 55 & 56 (Part) of |
| | Mulgaon village, | Mahakali Cayes Road, |
| | Andheri (Eas | t), Bombay-400 093. |
| | **** | |