

**Customer's Copy** THE KAPOL CO-OP. BANK LTD. FRANKING DEPOSIT SLIP Branch BORIVALI Date: 5/12/06 Pay to : Acct. Stamp Duty Franking Value Service Charges Rs TOTAL Rs Name of the person for whom stamp duty is impressed Name & Address of the Stamp duty paying party Tel./Mobile No. DD/Cheque No. Drawn on Bank (For Bank's Use only) Tran ID

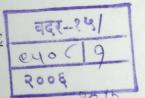
A254 Rs. PL-546 Rs.

Franking Sr. No 70827-

**AGS1-MOH** 

(H-C)

AGREEMENT FOR SALE



ARTICLES OF AGREEMENT made and entered into at Mumbai, this

-- 200¢ between: M/S. MOHID CONSTRUCTION CO. a Proprietory Firm having its office at 5th Floor, Mohid Heights, Lokhandwala Road, Off. Foot Bunglow, Andheri (West), Mumbai - 400 053, through its proprietor Shri. Mohid Zahur hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include the partner or partners for the time being of the said firm of M/S. Mohid Construction Co. their

his/her heirs, executors, administrators and assigns) of the ONE PART:

Tweive Thousand on

## AND

Shri/Smit - YOGESH JIVANLAL LAKHANI - of Mumbai Indian Inhabitant with present address at 8 TH FLOUR ROYAL COMPLEX EKSAR ROAD, BABHAINAKA, BORIVALICUS, MUMBAL-400092 as "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include each of his/her heirs, executors, administrators and assigns) of the Other Part.

WHEREAS the Developers have submitted an Application to the Slum Rehabilitation Authority in respect of land bearing C.T.S. No. 825(part), Area 6,190 sq.mtrs. At Village Ambivali Survey No. 111D Andheri, Mumbai and more particularly described in the Schedule hereunder written and shown delineated on the Plan annexed hereto and marked in red coloured boundry lines (hereinafter referred to as "the said property").

AND WHEREAS the Slum Rehabilitation Authority by its letter dated 30th August, 1977 through the Chief Executive Officer (SRA) principally approved the grant of the property on the terms and conditions mentioned in the said letter.

AND WHEREAS the said property consisted of about 183 hutsments and as per the latest census 72 occupants are protected and the rest under construction.

AND WHEREAS the Developers are entitled to develop the said property partly for rehabilitation of those hutment dwellers which the Developers intend to construct the buildings as shown on the layout plan annexed hereto marked the the rest of the property the Developers are entitled to construct a tower Building consisting of ground and 21 upper floors for 16 residential premises and commercial premises which Tower Building is shown on the plan and marked "B'

3008

AND WHEREAS the developers have complied with all the terms and conditions laid down by the Slum Rehabilitation Authority and have obtained the necessary Commencement Certificate for construction of building.

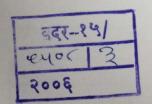
AND WHEREAS the construction shown on the plan and marked "B" is for sale at the discretion of the Developers for which no further permission is required by the Developers for selling premises.

AND WHEREAS the Developers have obtained the intimation of approval (I.O.A) on 29<sup>th</sup> Nov' 2000 have compiled with conditions thereof and have received the Commencement Certificate for development of the said property.

AND WHEREAS the Developers have shown to the purchaser/s the terms and conditions of the grant letter dated 30the August, 1997, the layout plan duly sanctioned by the Chief Engineer (SRA) dated 28/12/1997, I.O.A. dated 29<sup>th</sup> Nov' 2000, the proposed subdivision of layout plan duly sanctioned by letter dated 23/12/1997 together with the under taking given by the Developers dated 15/12/1997, and the purchaser/s after having satisfied himself/herself as to the right of the Developers to construct the building on the said property and sell the tenements on what is known as "on Ownership Basis" has agreed to purchase the tenement admeasuring 960 sq. fts. Super Build up area.

AND WHEREAS the purchaser/s has agreed that the Developers shall be entitled to make such changes in the building plans and construct further floors and give other amenities to the purchaser/s as the Developers may from time to time determine and the purchaser/s do hereby agrees to the same. This shall, operate as an Irrevocable consent of the purchaser/s to the Developers carrying out such changes additions in accordance with

the plans approved by the concerned authorities.



AND WHEREAS under section 4 of the Ownership act the Developers are required to execute a written Agreement for allotment of the Flat/Shop/Office to the purchaser/s being in fact this presents.

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

1. The Developers shall construct the buildings on the said property more particularly described in the Schedule hereunder written with liberty to the Developers to increase the Floors as and when the Developers avail themselves of the additional F.S.I. or benefit of the TDR and shall be entitled to utilize on the said property.

Developers hereby agrees to sell to the Purchaser/s Flat/Shop/Office No. 1202 of 960 sq.fts. Super Built up area which includes open spaces, balcony, staircase, terrace of the building to be known as "Mohid Heights" as shown on the floor plan here to annexed and marked "C" in red coloured boundary lines (hereinafter referred to as the said premises") for the lumpsum price of Rs. (Rupees Thousand Only)

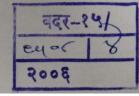
- Only) and the Purchaser has paid to the Developers a sum of Rs. (Rupees Only)

- Only) being the earnest money of the purchaser price on or before execution of this Agreement and hereby agrees to pay to the Developers the balance amount of the purchase price in the

1) Rs. 83,000/- On completion of plinth.

following manner:

2) Rs. 83,000 — On laying of Ground Floor Slab and First Floor Slab.





_3).	Rs.	83,000/-	On laying of Second Floor Slab and
			Third Floor Slab.
4).	Rs.	83,000f_	On laying of Fourth Floor Slab and
			Fifth Floor Slab.
5).	Rs.	83,000/-	On laying of Sixth Floor Slab and
			Seventh Floor Slab.
6).	Rs.	83,000/-	On laying of Seventh Floor Slab and
			Eight Floor slab.
7).	Rs.	83.000f-	On laying of Eighth Floor Slab and
			Ninth Floor Slab.
8).	Rs.	83,000f	On laying of Ninth Floor Slab and
		031	Tenth Floor Slab.
9).	Rs.	83,000/-	On laying of Tenth floor Slab and
).	10.	33,000	Eleventh Floor Slab.
<b>1</b> 0).	Rs.	83,000/-	On laying of Eleventh Floor Slab and
10).	7.0.	88,000	Twelveth Floor Slab.
11).	Rs.	83,000	On laying of Twelveth Floor Slab and
11).	10.	go,	Thirteenth Floor Slab.
12).	Rs.	83.000/-	On laying of Thirteenth Floor Slab and
12).	NS.	93,0001	Fourteenth Floor Slab.
13).	Do	83.000f-	On laying of Fourteenth Floor Slab and
13).	Ks.	85.001	Fifteenth Floor Slab.
1.0	-	83,000/-	On laying of Sixteenth Floor Slab and
14).	Rs.	P2'0001	Seventeenth Floor Slab.
		83,000	On laying of Eighteenth Floor Slab and
15).	Rs.	83,000	Nineteenth Floor Slab.
			S ( E   C   C   C   C   C   C   C   C   C
16).	Rs.	83.000/-	on laying of I wellight I loof State and
			Twentyfirst Floor Slab.
			बदर-१५/
			e406 14
			२००६

(17).	Rs.	83,000/-	On laying of Twentysecond Floor Slab and	
			Twenty Floor Slab.	
18).	Rs.	- 1000, 68	On completion of internal wall.	
19).	Rs.	83,000/-	On completion of external wall.	
20).	Rs.	83,000/-	On completion of internal and external	
			Plaster.	

- 21). Rs. 83,000/\_ On completion of flooring (Tiling).
- 22). Rs. 83,000f On completion of sanitary fitting and Plumbing.
- 23). Rs. 84,000/- On the date of Occupation of the Flat.
  - 3. The Developers shall have a first lien and charge on the said Premises to be acquired by the Purchaser in respect of any amount not paid by the Purchaser under the terms and conditions of this Agreement.
  - 4. The Developers shall be at liberty to sell assign, transfer or otherwise deal with the right, title and interests in the said property or any part thereof and the building constructed thereon subject to the rights of the Purchaser in respect of the said Premises provided the Purchaser has not committed any default or breach of the terms and conditioned of this Agreement.
  - employers or any financial institution and it becomes necessary for the Developers to give any commitments or undertakings to do or not to do any acts, deed or thing it respect of the said premises then in that event it shall be the responsibility of the purchaser from time to time to get such acts, deeds and things done by the Developers and also furnish to the incorporated body of the Purchaser to be formed as hereinafters set out all necessary details of any loan obtained and any mortgage, charge or ken?

2006

7

created in respect of the said Premises and also cause to be entered the name of the employers of financial institution or as the case may be in Share Certificate or any other documents to be obtained by the Purchaser in respect of the said Premises from the incorporated body of Purchaser to be formed.

- 6. The Purchaser agrees to pay to the developers interest @ 24% per annum in case of delay in making payment which becomes due and payable by the Purchaser to the Developers under the terms of Clause 2 of this agreement from the date the said amount is payable by the Purchaser to the Developers.
- 7. On the Purchaser committing default in payment on due date if any amount due and payable by the Purchaser to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing default the Developers shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Developers shall have given to the Purchaser fifteen days prior notice in writings of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within the reasonable time after the giving of such notice. Such notice shall be sent under postal certificate subject to the provided in this agreement.

Provided further that upon termination of this Agreement as afforesaid,

Developer shall refund to the Purchaser the installments of sale prices the

premises which may till then have been paid by the Purchaser to the Developers but

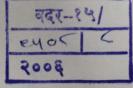
the Developers shall not be.

Liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement. The Developers shall be at liberty to dispose of and sell the said premises to such person and at such price as the Developers may in their absolute discretion think fit.

- The fixtures fitting and amenities to be provided by the developers in the premises
   are those that are set out in annexure 'D' annexure hereto.
- 9. The Developers hereby agree to observe, perform and comply with all the terms conditions, stipulations and restrictions, if any which may have been imposed by the concerned authorities at the time of sanctioning the said plan or thereafter and shall, before handing over possession of the premises to the purchaser obtain from the concerned local authority occupation and / or completion.
- 10. The Developers shall possession of the said premises to the purchaser on or before the 30 day of 30.86 2007. If the Developers fail or neglect to give possession of the said premises to purchaser on account or reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra. Ownership flats act, 1963 by the aforesaid data or the dates prescribed in section 8 of the said act, then the developer shall be liable on demand to refund to the purchaser the amount already, received by them in respect of the said flat with simple interest at 12% per annum from the data the Developers received the sum till.

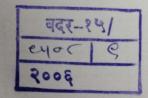
11. Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of

i). Non---availability of steel, cement other building materials, water or electricity supply;





- ii). War, Civil Commotion or Act of God:
- Any notices order rules, notification of the Government and/ or public or iii). competent authority.
- 12. The purchaser shall take possession of the said premises within seven days of the Developers giving written notices to the purchaser intimating that the said premises is ready for use and occupation.
- 13. Upon the purchaser taking possession of the said premises he/she shall have no claim against the Developers as regard the quality of the building material used for construction of the premises or the nature of the construction of the said premises or otherwise, however provided that if within a period of one years from the date of handing over the said premises to the purchaser, the purchaser brings to the notice of the Developers any defects in the said premises or the building in which the said premises is situated or the material used therein then, wherever possible such defects shall be rectified by the Developers at their own cost.
- It is expressly agreed between the Developers and the Purchaser that the said premises shall be utilised for residential purpose only and for no other purposes whatsoever. The Purchaser agrees not to change the user of the said premises and any unauthorised change of user by the purchaser shall render this Agreement avoid and the Purchaser in that event shall not be entitled to any right arising out of this Agreement. The Purchaser/s agrees not to change use of the said/premises without prior consent in writing of the Developers and any unauthoriosed change of user by the Purchaser/s shall render this Agreement avoid/ avoidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.



- 15. Commencing a week after notice in writing is given by the Developers to the Purchaser that the said premises is ready for use and occupation, the purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises the case may be as per rates applicable in accordance with permitted users) of outgoing in respect of the said property and building namely local taxes, betterment charges, or such other levies by the concerned local authorities and/or Government, Water Charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building.
- 16. The Purchaser shall on or before delivery of possession of the said premises pay to the Developers the following amounts.

i). Rs. 4,000/- For legal charges of M/s. Firdosh & Co.

ii). Rs. 72,000/- For proportionate share of taxes and other charges.

iii). Rs. 4,000/- Deposit for due performance of this Agreement, water service charges deposits and Expenses.

Rs. 80,000/-

-----

17. The Developers shall utilise the sum of Rs. 7,000/- paid by the purchaser to the Developers for meeting all costs, charges and expenses, including professional costs of the Attorney-at- Law/ Advocates of the developers in connection with formation of the said society, or Limited Company, as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the agreement and the conveyance.

2008

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

## THE SCHEDULE ABOVE REFERRED TO:

Premises bearing No. 1202	admeasuring 960 Sq. feet Super								
Built up area in the building being construc	eted on land Survey No. 111D admeasuring								
6190 Sq.meters situate at Village Ambivali.	Andheri Mumbai and shown on the plan								
annexed hereto in red coloured boundry lines and bounded as follows i.e. to say :-									
On or towards the North: Marshy Land.									
On or towards the South: 18.30 m. wide D.I	P.Road.								
On or towards the East: Teachers Colony.									
On or towards the West: Lokhandwala Road	1.								
SIGNED SEALED AND DELIVERED	) For MOHID CONSTRUCTION CO.								
By the withinnamed – DEVELOPERS	) LEMOS								
M/S. MOHID CONSTRUCTION CO.									
In the presence of	Preprieter								
10%									
SIGNED SEALED AND DELIVERED									
By the withinnamed – PURCHASER	) - son memm								
SHRL/SMT. YOGESH JIVANLAL LA	HANI								
In the presence of	)								
100	WINT SUB-REGISTRA								
' V -	CANTEL PARTY OF THE PARTY OF TH								
	* PYON IN								
Γ	द्दर-१७/								
	040(198)								

## SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. SRA/CHE/367/KW/GL/AP

COMMENCEMENT CERTIFICATE

S 1 JAN 2006

M/s. Mohid Construction Co.

With reference to your application No. With reference to your app8cation No. 5564 dated 27/11/98 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town for Development Planning Act. 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act. 1966 to erect a building on plot No.

C.T.S. No. 825(pt) of village Assistant T.P.S. No.

situated at Lokks awale hold, Andheri (W)

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned MLOIU/R No. SRA/DYCE/72/KW/GL/LDI \_dt.\_30/8/97 and on following conditions. dt. 29/11/2000

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.

That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.

5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act. 1986.

6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-

(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complled with.

(c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Mahamantra Regional and Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed Shri. N. R. Petwerdhan

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of

This C.C. is granted for work up to \* P.T.C.

For and on behalf of Local Authority The Slum Rehabilitation Authority

> Executive Engineer (SRA) III FOR

CHIEF EXECUTIVE OFFICER (SLUM REHABILITATION AUTHORITY)

JOINT SUB-REG



