

DATED THIS 24 DAY OF 1984

MESSRS. LOTUS CORPORATION

AND

SRI/SMT. KUM.

CHANDRA JAGANNATH

AGREEMENT FOR SALE

Agreement in respect of Flat/shop No. A 129

on the 1st floor of

"TAKSHILA"

building No. 16
and/or covered/open car parking space No.
on Plot no. 53, 54, 55 & 56 (Part) of
Mulgum village, Mahakali Caves Road,
Mumbai (East), Bombay-400 093.

ANNEXURE 'A'

Ref.: Flat No. **A-12(a)** on **1st** floor of Building known as **"TAKSHILA"**
bearing No. **16** admeasuring **465** Sq. Ft.
~~450~~

Name of the Transferor : **M/s. Lotus Corporation**

Name of the Transferee : **Mrs. Mohini Jagadish**

PART - I

- 1) Whether assessed to Income Tax/
Wealth Tax? : **Not Assessed**
If assessed, give your CIR/PAN
I.T. Ward/Circle and Income Tax
Officer by whom assessed :
- 2) Amount of investment and mode
of payment : **Rs. 1,06,950/- (Cheque)**
- 3) Source of investment for purchase
of property : **Personel Savings & Bank Loan 73,000/-**
- 4) Purpose of purchase of the property : **Residential**
- 5) Furnish evidence to establish that
the apparent consideration declared
in respect of the above property is
the fair market value as on the
date of execution of Agreement/
Instrument of Transfer

Mohini

(Signature of Transferee)

FORM NO. 37 EE

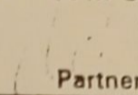
(See rule 4B DD)

Statement to be Registered with the Competent Authority under Section 269 AB (2)
of the Income Tax Act, 1961.

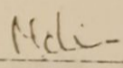
1. Name and address of the Transferor : M/s. Lotus Corporation
12th floor, Raheja Chambers, Nariman Point,
Bombay-400 021.
2. Name and address of the Transferee : Mrs. Mohini Jagadish,
9, Ganga Narayan,
BBCI Colony,
Bombay - 400056.
3. Detailed description, location and other particulars of the property transferred. : Flat No. A-12 (a) on 1st floor
of "TAKSHILA" Building No. 16
on Plot No. 53, 54, 55 & 58 (pt)
of Mulgeon Village, Mahakali Caves Road,
Andheri (East), Bombay 400 093.
4. Whether land is freehold or leasehold : Freehold
5. In the case of building —
(a) floorwise plinth area : 465 Sq. ft. built-up area
(b) year or years in which the building was constructed : **Under construction**
6. Where the transfer of property involves transaction of the nature referred to in Sec. 269 AB (1)(a) —
(a) Date of transfer : Agreement for Sale dated **23/2/1984**
(b) Date on which possession of the property was taken by the Transferee. : Possession not given / given on
If the date at (b) above is prior to the date at (a) above and the transferee retains the possession of the property in part performance of the contract and does some other act in furtherance of the contract:
(i) the nature of the act performed by the transferee in furtherance of the contract : Not applicable
(ii) the date on which such act was performed by the transferee : Not applicable
(Also attach copy of the contract)
7. Where the transfer of property involves transaction of the nature referred to in section 269AB(1)(b) —
(a) name and address of the Co-op. Society, Company or other Association of persons. : Not applicable
(b) date of becoming a member of and/ or acquiring shares in Co-operative Society, Company or other Association of persons. : Not applicable
(c) number and face value of the shares : Not applicable

- (d) if the transfer is otherwise than by way of transfer of shares in a Co-op. Society, a Company or other Association of persons. : Agreement for Sale between Developers and Purchaser.
- (i) the nature of the act having the effect of transferring or enabling the enjoyment of property. : Agreement between Developers M/s. Lotus Corporation and the Purchaser, Mrs. Mohini Jagadish
- (ii) the date on which such act was performed. :
 (attach statement setting out the terms of the agreement or arrangement). : Copy of Agreement for Sale is enclosed.
8. Name and address of person (s) if any, in occupation of the property. : Nil
9. Name and address of any other person(s) interested in the property. : Nil
10. Consideration for transfer : Rs. 1,06,950/-
11. Estimated fair market value of the property. : Rs. 1,06,950/-
12. If the transfer is by way of exchange, description and location of the thing or things for which the property is exchanged : Not applicable
13. Fair market value of the thing or things mentioned against item No. 12. : Not applicable
14. If the consideration for transfer is less than the estimated fair market value, whether the transferee is a relative of the transferor and if so, indicate relationship and state whether the transfer for a consideration which is less than the fair market value is on account of natural love and affection. : Not applicable

For LOTUS CORPORATION


 Partner

 (Transferor/s)



 (Transferee/s)

(Signature(s) of the persons making the statement)

VERIFICATION

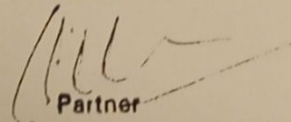
I / We LOTUS CORPORATION (Transferor/)

and I/We Mrs. Mohini Jagadish (Transferee/)


do hereby declare that what is stated above is true to the best of my/our knowledge and belief.

Verified today the 23rd day of February ~~1983~~ 1984.

For LOTUS CORPORATION


 Partner

 (Signature(s) of Transferor/s)



 (Signature(s) of Transferee)

Submitted through :

M/s. RAMANI CONSULTANTS PRIVATE LTD.

6-A-2, Court Chambers, 6th floor, 3B, New Marine Lines, Bombay-400 020. Phone: 20 00 74 and 20 17 65

AGREEMENT FOR SALE

OF

FLAT / SHOP / GARAGE

NO. A-12a ON 14 FLOOR OF

“TAKSHILA”

Building No. 16

ON

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

BOMBAY SUBURBAN ELECTRIC SUPPLY, LTD.

(Registered Office : Nagin Mahar, 82, Veer Nariman Road, Bombay-400 020.)
ELECTRICITY HOUSE, POST BAG No. 6808, SANTA CRUZ (EAST), BOMBAY-400 055.

SECURITY DEPOSIT RECEIPT

CASH/CHEQUE

Rs. 150/-

51
319433

No. _____

Received with thanks from

the sum of Rupees

being Payment of Security Deposit against—

Mohini Jagdish
Date 17.5 19 90
One hundred fifty only

CONSUMER No.

- A 15977894

APPLICATION No.

CYCLE No.

For BOMBAY SUBURBAN ELECTRIC SUPPLY, LTD.

46 ANDHERI (W)



UNDEPOSITED SUBJECT



Bombay Suburban Electric Supply

(Registered Office : Nagin Mahal, 82, Veer Nariman Road, Bombay-400 020.)

ELECTRICITY HOUSE, POST BAG NO. 6808, BANTACRUZ (EAST), BOMBAY-400 050

29472

G
88 No.

Date 17.4.1980

Received from Shri
the sum of Rupees

Mahini Jagdish
Three only

Rs 3/-

CONSUMER No.
APPLICATION No.

A 15977894

Payment on A/c. of Electrical Energy charges for the month of
For BOMBAY
Payment of A/c. of
passed subject to realisation

1980
BOMBAY SUBURBAN ELECTRIC SUPPLY LTD.

Revenue Stamp

For Chief Controller of Accounts

cheque if pa
BOMBAY SUBURBAN ELECTRIC SUPPLY LTD.

ANNEXURE 'A'

Ref.: Flat No. **A-12(a)** on **1st** floor of Building known as **"TAKSHILA"**
bearing No. **10** admeasuring **465** Sq. Ft.

Name of the Transferor : **M/s. Lotus Corporation**

Name of the Transferee : **Mrs. Mohini Jayadish**

PART - I

- 1) Whether assessed to Wealth Tax?
If assessed, give your CIR/PAN I.T. Ward/Circle and Income Tax Officer by whom assessed : **Not Assessed**
- 2) Amount of investment and mode of payment : **Rs. 1,06,950/- (Cheque)**
- 3) Source of investment for purchase of property. : **Personal Savings & Bank Loan 73,000.**
- 4) Purpose of purchase of the property : **Residential**
- 5) Furnish evidence to establish that the apparent consideration declared in respect of the above property is the fair market value as on the date of execution of Agreement/ Instrument of Transfer

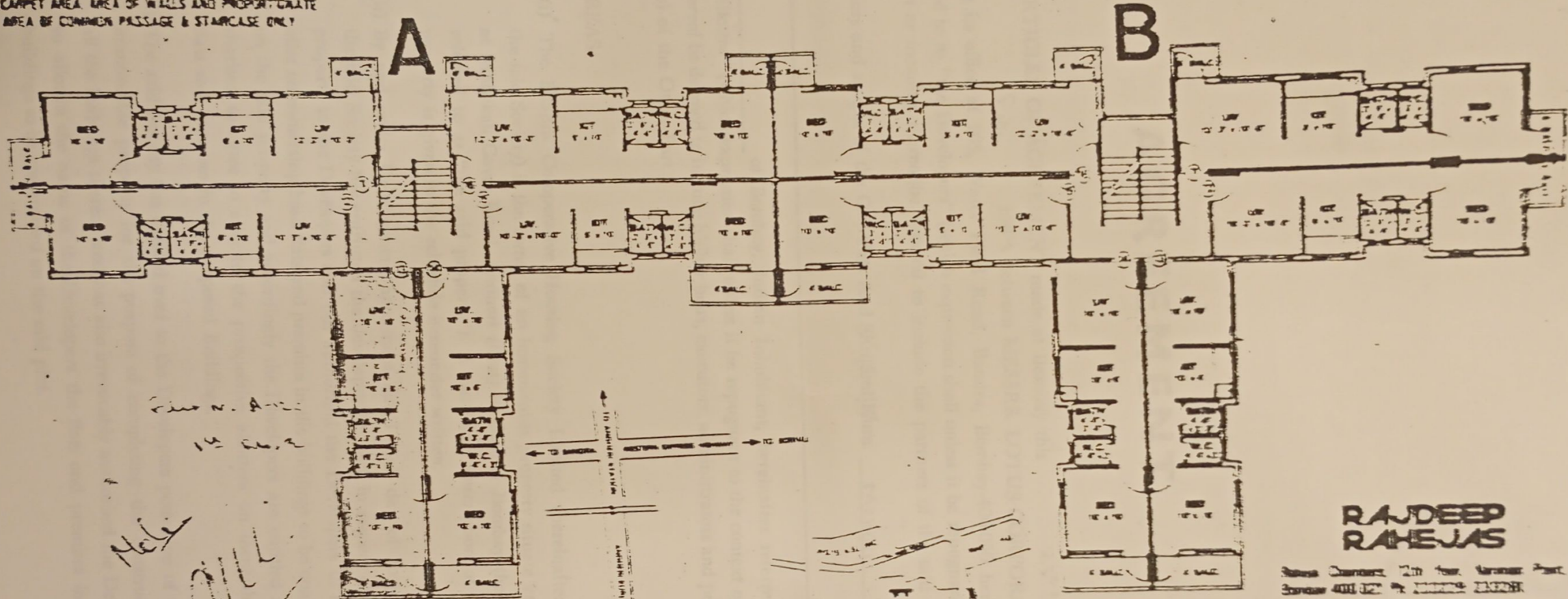
Mohini
(Signature of Transferee)

APPROX BUILT-UP AREAS

- FLAT No. 11, 16 - 530 SQ. FT.
- FLAT No. 12, - 450 SQ. FT.
- FLAT No. 13, 14 - 465 SQ. FT.
- FLAT No. 15, - 470 SQ. FT.

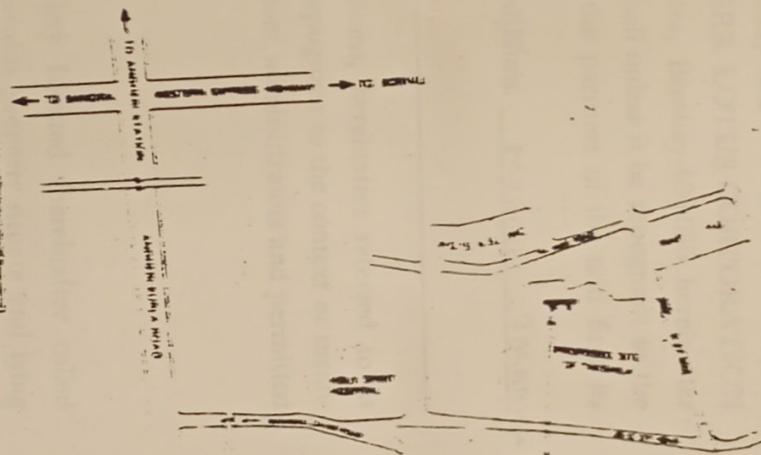
NOTE:

BUILT-UP AREA OF EACH FLAT INCLUDES
 CARPET AREA, AREA OF WALLS AND PROPORTIONATE
 AREA OF COMMON PASSAGE & STAIRCASE ONLY

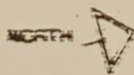


Handwritten notes:
 Flat No. 16
 1st floor
 Note
 Call

FLOOR PLAN
 No. 16



LOCATION PLAN

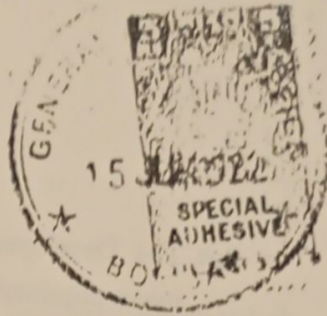


**RAJDEEP
 RAHEJAS**

RAJDEEP RAHEJA & ASSOC. PVT. LTD.
 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

TAKSHILA

VIJAY RAHEJA & ASSOC.



AGREEMENT

ARTICLES OF AGREEMENT made at Bombay this 23rd day of Feb 1988 Between MESSRS. LOTUS CORPORATION 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/Smt/Kum. MOHINI JAGAD...

_____ 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 immovable 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 immovable 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.

- (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 thereon and also to allot the flats and/or other premises 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 have given to the allottee inspection of all the originals of the sanctioned building plans and the commencement certificate (which the allottee doth hereby 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 Allottee obtained certificate 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".
- (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.
- (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 allottees of all the premises at the discretion of the Developers The Bhadra Co-Operative Housing Society Ltd. shall either (i) admit all the allottees as members of the Society or (ii) at the option of Developers convey their respective rights, title interest in the immovable property to the society/societies, Limited Company/Companies to be formed or incorporated (as the case may be) by the allottees as hereinafter mentioned.

(xii) The allottee has requested the Developers to allot to him|her|them flat|shop No. 123 on the 1st floor of Building No. 10

(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:

1. The Developers have commenced construction of a building to be called Building No. 10 (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. 10 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.
3. The allottee hereby agrees to acquire the said premises shown on the plan hereto annexed, at or for the price of Rs. 100000 (Rupees one lakh only).
4. 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 earnest 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 forfeited. 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.

7. 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 the 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.

8. Possession of the said premises in TAKSHILA shall be delivered by the Developers to the allottee on or before June 30. The Developers shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid, 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/s that may have been received by the Developers from the allottee as part payment/s in respect of the said premises as well as simple interest on such amounts at the rate of 18% 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

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 allottee, he/she shall be entitled to the use and occupation of the said premises. Upon the allottee taking possession of the said premises he/she 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.

11. 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 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 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 of Rs. _____ 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 a Limited Company as aforesaid and on such conveyance or other appropriate 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|- towards legal

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 Rs. 400/- from every allottee of one bed room flat and shop towards provision of a common bus/buses for the use of all the allottees. If the developers decide to collect the said sum, their decision about the type and number of buses to be purchased as provided herein shall be final and binding on all the allottees. All allottees bind themselves to the use of the said buses as per common rules, contribution|charges determined by the developers from time to time.

13. The allottee shall not 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 nuisance or annoyance to occupiers of other premises in the building or to the Owners 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 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.

21. 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 bye-laws 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 other local authorities and of the Government and other public bodies. The allottee and persons to whom the said premises is let, sub-let, 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 co-operative 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 to 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

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, matters and things as may be necessary from time to time for safeguarding 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.

23. The allottee hereby covenants that from the date of possession he/she shall keep the said premises, the walls 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 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 co-operative 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

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.

26. - 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 flats, 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 car parking spaces and the disposal thereof. The Developers shall be liable to pay only the Municipal Taxes, at actuals, in respect of the un-allotted 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 Co-operative 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.

27. It is specifically agreed by and between the parties that it shall be at the sole discretion of the Developers to decide whether allottees of all the flats and 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 immovable property. On the Developer's 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

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 buildings (under construction and proposed to be constructed) and received full consideration amount from the allottees 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 lies deposited with the Developers.

30. 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/s 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 flats, 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.

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 whatsoever.

34. If for any reason, prior to the completion of the said new building and the 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 Co-operative 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 from 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 the 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.

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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 conveniences belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and

restoring drainage and water pipes and electric wires and cables and for similar purposes.

37. The Developers shall have a first lien and paramount charge on the said premises agreed to be acquired by the allottee in respect of any amount payable by the allottee under the terms and conditions of this agreement.

38. If at any time prior to or even after the execution of the Deed of Conveyance, or other appropriate document the F.B.I. at present applicable to the said land is increased such increase shall ensure exclusively for the benefit of the Developers and/or their nominees, without any rebate to the Allottees.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hand and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

by the withinnamed Messrs.

Lotus Corporation through the

hand of Mr. D. S. Ramesh

the partner in the presence of

For LOTUS CORPORATION

[Signature]
Partner.

SIGNED SEALED AND DELIVERED

by the withinnamed Allottee

Sri/Smt./Kum. M. S. Ramesh

in the presence of

[Signature]

THE SCHEDULE ABOVE REFERRED TO:

All those pieces or parcels of land or ground situate lying and being at village Mulgaon, Andheri (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.

<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area in Sq. yards</u>
		12469
53 (part)		968
54		52643
55	1 (Part)	1331
55	3	2541
55	4	847
55	5	5687
55	6	464
55	7	1089
55	9	

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.

- 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|veneratex 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.	— —
d) Kitchen.	1 no.	— —	1 no.	1 no.
e) Passage	1 no.	— —	— —	— —
f) Balcony	1 no.	— —	— —	— —
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'Almeida 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. 20,04,040/- 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	5607
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.