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S. No. 108/10, 108/2, 107/A1 107/2A C.T.S. No. 1191, 1194, 1195, 1196 & 1202 OF EKSAR VILLAGE, TALUKA BORIVLI (W), I. C. COLONY, BOMBAY-400 103

AGREEMENT FOR SALE

FLAT/SHOP/GARAGE/P.S. NO to to Some Services on 167. FLOOR IN WING O E

MR./MRS./M/S. Anthony Fernander Monica Early

ADDRESS do Mr. Ken Fernander

Elvina Mot. And Floor 1913

# J. K. BUILDERS

GLORY APARTMENTS I. C. COLONY BORIVLI (W) BOMBAY-400 103 PHONE: 652036

RECEIVED From Anthony Act. 1958, that the bave been gaid in respect of the instrument 25(1) OLLEGROR 2 बदर-/२ à. AGREEMENT FOR SALE THIS AGREEMENT made at Bombay this......day of. 19.88....BETWEEN MESSRS. J. K. BUILDERS, a registered partnership firm consisting of (1) Kasim S. Khan (2) Jameel Ahmed Khan and (3) Smt. Naseem Aslam Peshiman as partners hereinafter called the "Sellers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivors or survivor f their/his/her heirs, executors, administrators and assigns) of the ONE PART and Shri/Smt./Kum. Anthony Fernanders & M

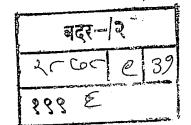
hereinafter called the "Buyer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and

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repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the OTHER PART.

AND WHEREAS Mrs. Kashibai L. Mhatre, Bhagibai M. Mhatre and others (hereinafter called "the original Owners") were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing situate at Village Eksar, Taluka Borivali, Bombay Suburban and more particularly described in the First Schedule hereunder written.

AND WHEREAS by an Agreement for Sale dated 6th November, 1980 and 16th July, 1982 made between the said Mrs. Kashibai L. Mhatre,



Bhagibai M. Mhatre and others therein described as Vendors and the Sellers herein, the original Vendors herein, therein called the Purchasers the said Sellers agreed to purchase the said property described in the Schedule hereunder written on the terms and conditions mentioned therein.

AND WHEREAS the said Original Owners put the Sellers in exclusive possession of the said property.

AND WHEREAS the Sellers herein are absolutely seized and possessed of and otherwise well and sufficiently entitled to deal with and develop the said property.

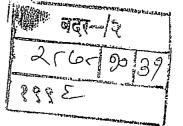
AND WHEREAS the Sellers have submitted building plans to the Municipal Corporation, Greater Bombay for development of the said property for its approval.

AND WHEREAS the said building plans for the development of the said property have sanctioned vide I.O.D. Nos. EB/CE/6653/6554/BS/II/AR.

AND WHEREAS the Sellers herein have made diverse preparation for construction of the building upon the said property.

AND WHEREAS the Buyer have agreed with the Builders; to purchase a flat in the proposed building on certain terms and conditions hereinafter appearing:-

AND WHEREAS the Buyer has/have taken inspection of the documents referred to in this Agreement and also the building plans sanctioned by the Municipal Corporation of Greater Bombay and other papers and documents required to be disclosed under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale, Management and Transfer) Act, 1963 and the Maharashtra Apartment Ownership Act, 1970, and the rules and regulation framed thereunder and is deemed to have notice of the contents of the agreements and various documents under the said Acts.



AND WHEREAS the sellers obtained exemption under section 20 of the Urban Land of (Ceiling and Regulation Act, 1976) for construction of tenements as per the guidelines issued under Govt. Resolution, Housing and special Asstf Dept. No. 555-1086/2340/XIII dt.22.8.1986 vide their No. BOM-1087/96/(52)/D-XIII dated 1st Dec.1987.

AND WHEREAS the Sellers have supplied to the Buyer such of the documents mentioned in Rule 4 of the Maharashtra Ownership Flats Rules, 1964 as demanded by the Buyers.

AND WHEREAS the sellers are entering into separate such Agreements with several persons and parties in respect of the sale of flats, shops, godowns, basements still areas or other portions in the said building.

AND WHEREAS the Buyer has/have prior to this Agreement satisfied himself/herself/themselves about the title of the said property described in the First Schedule hereunder written and has/have agreed that the Buyer/s shall not raise any requisitions in respect thereof.

AND WHEREAS the Sellers have evolved a scheme for the construction of the building on the said property consisting of flats for residential purposes shops, garages, godowns, basements, etc. with a view to sell the same on ownership basis and ultimately in co-operation with the Buyer/s of such flats, shops, garages, godowns, basements, etc. in the said building and to form a co-operative housing Society or a limited company or an Association and to execute a Deed of Conveyance or other assurances transferring the said property more particularly described in the First Schedule hereunder written together with the said building to be constructed thereon in favour of such Society or Limited Company or Association.

AND WHEREAS separate such agreements are being entered into by the Sellers with the respective Buyers who have agreed to take and acquire flats, shops, garages, godowns, basements etc. on ownership basis on the terms and conditions as herein contained save and except the price thereof and the amount of the taxes, maintenance and outgoings payable by the respective Buyer/s.

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AND WHEREAS it is agreed that if one or more of the flats, shops, garages, godowns, basements or other portions of the said building are not sold to any person or persons in that event the Sellers at the time when the building is ready for occupation will be deemed to be the owner until such flats, shops, garages, godowns, basement and/or other portions of the said building are sold on such terms and conditions as he/she/they may think fit and proper.

AND WHEREAS this Agreement is entered into subject to the terms and conditions of the hereinbefore recited documents and the Agreement of Sale with the original Vendor in favour of the Sellers and the terms and conditions imposed by the Municipal Corporation of Greater Bombay and also subject to the variations or modifications as may be agreed upon by the Sellers with the Buyer or Buyers and and/or the Original Vendors and also subject to such terms and conditions which may be varied, modified or imposed by the Municipal Corporation of Greter Bombay or other public authorities from time to time.

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AND WHEREAS this agreement is for the benefit of the Buyers of all the flats, shops, garages, godowns, basement etc. to be constructed by the Sellers in the said property and the provisions contained herein shall as far as practicable be applicable and be ensured for the benefit of the Buyer as well as other Buyers of flats, shops, garages, godowns basement etc. in the said property and who shall be under obligation to observe and perform the terms and conditions herein contained.

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AND WHEREAS the Sellers have disclosed the nature and title of the said property more particularly described in the First Schedule hereunder written and which has been accepted by the Buyer. The Sellers have also supplied to the Buyer's such plans, list of amenities and other documents mentioned under the various provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules framed thereunder.

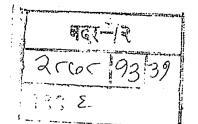
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NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. The Sellers are constructing the said building on the said piece or parcel of land situate at I.C. Colony, Mount Poinsur, Borivli (West), Bombay 400 103 and more particularly described in the First Schedule hereunder written in accordance with the plans and specifications which have been kept at the building site for inspection and which the Buyer has seen and approved and has also agreed that the Sellers may make such variations and modifications as may be required to be made by the Municipal Corporation of Greater Bombay and/or other local authorities and/or the Sellers.
- 2. The Buyer has entered into this Agreement with notice of the terms and conditions and undertakings in respect of the approval of site plan of the said property, the sanctioned building constructions plans and specifications and shall be bound thereby so far as applicable to the said premises agreed to be purchased by the Buyer. The Buyer is also given inspection of the said terms and conditions and undertakings eight that behalf and also of the said site plans and sanctioned building construction plans and specifications.

The Buyer has inspected the said building under constructions and satisfied himself/herself/themselves about the constructions, workmanship, design and quality of materials used in the construction.

hereinabove and also the documents referred to therein and all other papers and documents relating to the title of the said Sellers to the said land. The Buyer hereby accepts the Sellers' rights to modify terms and conditions of the several agreements entered into with the Sellers and agrees to abide, observe and perform the same if they are applicable to the said premises. The Buyer has prior to the execution of this agreement satisfied himself/themselves about the title of the Sellers to the said property. The Buyer hereby accepts and shall be deemed to have accepted title of the Sellers to the said property and agrees not to raise any question, objection or requisition with respect thereto or take any proceedings in connection therewith. The Buyer shall not



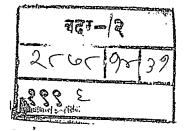
be entitled further to investigate the title of the Sellers.

- 5. A certificate of marketable title to the said property issued by Shri M. S. D'Mello, Advocate, is reproduced in the second Schedule hereunder written.
- - b) making the following part payments towards the purchase price which part payment shall be made in the manner and by instalments and on the date specified below:
    - i) Rs 26.000 on completion of Plinth
    - li) Rs. 26000 on or before casting 1st Slab.

(W Affili) Rs. 26000 on or before casting 2nd slab.

M. iv) Rs. 26000 on or before " 3rd "

- v) Rs. 26000 \_\_\_\_\_\_ on or before " 4th "
- vi) Rs 26000 on or before " 5th "
- vii) Rs. 36000 on or before " 6th "
- viii) Rs 26000 on or before " 7th "

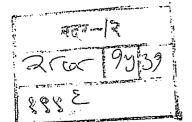


- 7. All the payments to be made under this Agreement shall be deemed to have been paid if the same are paid in cash against a proper receipt and if the same are paid by cheque or bank draft then on the same being realised and not otherwise.
- 8. The Buyer hereby agrees to pay all the amounts payable from time to time under the terms and conditions of this agreement as and when they become due and payable, time in this respect being the essence of the contract. The Sellers are not bound to give notice requising such payments and the failure to give such notice shall not be pleaded as an excuse for non-payment of any amount or amounts due and payable on the respective dates mentioned hereinabove in clause 6 or under any other clause of this agreement.

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- As soon as the said building is notified by the Sellers as 9. 🤄 complete, the Buyer shall pay the arrears of purchase price or any other amount due under this agreement within 7 days of such notice (time being the essence of the contract in this respect) served individually on the Buyer either personally or under Certificate of Posting or put up at some prominent place in the said building. If the Buyer fails to pay the arrears as aforesaid the Sellers shall be entitled to prfeit the amounts previously paid by the Buyer and thereupon the 阅读yer shall lose all his/her/their rights in the said premises agreed be taken by the Buyer. Upon possession of the said premises being Elivered to the Buyer, the Buyer shall be entitled to use and occupy The Buyer shall take possession of the said premises, the same. only after proper inspection of the said premises and thereupon the Buyer getting the possession of the said premises, the Buyer shall have no claim against the Sellers in respect of any item of work of the said premises which may be alleged not to have been carried out or completed or in any manner damaged or defective.
- 10. On possession being taken by the Buyer, the Buyer shall not be entitled to take and shall not make any claim, objection, contention or proceedings against the Sellers regarding the said building or the said premises or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction materials and/or additions and alterations etc. and the same if any shall be treated and deemed to have been extinguished and or waived.



- 11. Under no circumstances the possession of the said premises shall be given by the Sellers to the Buyer unless all payments required to be made this Agreement by the Buyer have been paid to the Sellers.
- 12. No Buyers or Buyer shall in any case be entitled to become the member of the Society or Limited Company or Association or be entitled to the occupancy right or to any right, title or interest in the said premises unless and until the Buyer or Buyers has/have paid the entire amount to the Sellers due and payable under the terms and conditions of this Agreement including the taxes and outgoings in respect of the said premises.
- The Sellers have in respect of any amount to be paid by the Buyer under the terms and conditions of this Agreement a first and paramount lien or charge on the said premises agreed to be acquired or purchased by the Buyer.
- 14. The Buyer shall not let, sublet, sell, transfer, convey, mortgage charge or in any way encumber or deal with or disposed of the said premises nor assign, sublet or part with his/her/their interest or occupancy right under or the benefit of this Agreement or any part thereof till the entire amount of whatsoever nature owing to the Sellers under this Agreement are fully paid and if the Buyer has not been guilty or committed any breach of or non-compliance with an of the terms and conditions of this Agreement and until the Buyer has obtained the previous consent or permission of the Sellers in writing.
- this agreement including any of the said instalments by the Buser to the Sellers on its respective due dates this Agreement shall come to an end and all the amounts paid by the Buyer to the Sellers stand forfeited and the Buyer shall have no claim against the Sellers in respect of the said premises or the said amounts or any of them and the Sellers shall be entitled to resell the said premises to any other person or persons and the Buyer shall not take or make any objection, contention, construction, claim or any proceedings in that behalf. However, the Sellers shall have option at their sole and absolute discretion to treat this Agreement as alive and subsisting in the event of failure of payment as aforesaid and in the case all unpaid amounts

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under this Agreement shall become due and payable at once and the Sellers shall be entitled to recover the same together with interest thereon at the rate of 18 percent per annum from the date of default till payment. In respect of all payments to be made by the Buyer to the Seilers under this Agreement time shall be of the essence of the contract. Without prejudice to the said or other rights of the Sellers, the Sellers shall be at liberty without being bound to accept any late payment from the Buyer with interest thereon at the rate of 18 percent per annum from the due date of such payment till the actual payment thereof by the Sellers shall not be taken or deemed to have accepted or agreed on or to have waived any of their rights unless and until such amounts and interest as aforesaid are actually receipted from the Buyer and the receipt for the same is passed by the Sellers to the Buyer. The Sellers shall not be bound or be under any obligation to make any demand or give, any notice requiring any payment due to be under this Agreement except as provided herein and the absence thereof shall not be put forward by the Buyer as an excuse for non-payment of any amount or amounts due on the respective dates thereof. Unless and until the Sellers shall have exercised in writing the aforesaid option of treating the Agreement as alive and/or subsisting as aforesaid, Sellers shall not be taken or deemed to have exercised the said option of treating the Agreement as alive and subsisting as aforesaid or shall not be taken or deemed to have exercised the said option or waived any right under this Agreement.

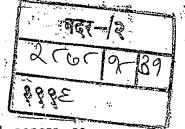
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The Sellers agree to hand over the possession of the said premises to the Buyer within a period of one year from the date of this Agreement subject to the availability of cement, steel or other building materials in time and subject to any act of God such as earthquake, flood or any other natural calamity and/or enemy, war, civil commotion, labour strike or litigation or any objection of other reason any Municipality or other authorities OI. circumstances whatsoever or any other cause beyond the control of the Sellers and also as a result of any notices, order, rules or notification of Government or any other public authority. And in such event the time for completion of the said building and delivery of possession of the said premises shall be automatically extended for such further time as the Sellers may determine. Under any

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circumstances the Buyer shall not be entitled to any damages whatsoever on account of delay or default in giving possession of the said premises.

- The Buyer hereby agrees and covenants with the Sellers 17. to observe, and perform all the terms and conditions of this agreement and also the terms and conditions of the said Agreement for Sale with the Original Vendors and the proposed conveyance as and when the same is executed by the original Vendors and other documents referred to in the recitals herein and the conditions which may be imposed by the Municipal Corporation of Greater Bombay or other authority or the other terms and conditions which may be agreed upon between the original Vendors and the Sellers herein in respect of the herein before recited documents and shall not do any act deed or thing or matter which may amount to the breach of the terms and conditions contained in the documents referred to hereinabove or which may amount to the breach of the terms and conditions of the proposed conveyance as and when the same is executed and the Buyer further covenants to observe and perform the terms and conditions mentioned in the documents henceforth.
- 18. The Buyer covenants with the Sellers to pay the amounts agreed to be paid by the Buyer under this Agreement and to abserve and perform the covenants and conditions contained in this Agreement and to keep the Sellers indemnified against the said payments and observance, performance of the said covenants and conditions except so far as the same ought to be observed by the Sellers.
- 19. Nothing contained in these presents shall be constructed to confer upon the Buyer any right, title or interest of any kind whatsoever into or over the said land or the Building or any part thereof and such conferment shall take place only upon the execution of the conveyance in favour of a Co-operative Society or Limited Company or an Association or any incorporated Body to be formed of the Buyers of different flats, shops, garages, godowns, basement, etc. in the said building.
- 20. The Buyer agrees to sign and deliver to the Sellers before



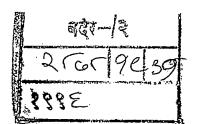
taking possession of the said premises all writings and papers as may be reasonably necessary and required by the Sellers including possession letter, electricity meter, transfer form and other papers necessary or expedient for the formation and/or registration of the Society, Company or Association as the case may be.

- The Sellers will make arrangements for water supply as per prevailing rules and regulations of the Municipal Corporation of Greater Bombay at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Sellers to the said Corporation and subject to any terms and conditions which may be stipulated by the said Corporation. Inspite of this if any shortage of water supply occurs the Sellers shall not be liable for the same and shall not liable to supply any additional pumps or tanks or any other things or make any additional or other arrangement in that behalf. Any deposit or deposits required to be paid by the Sellers to the said Corporation water supply or water connection shall be paid by the Sellers out of the deposits to be paid by the Buyer to the Sellers hereunder and if the Sellers shall pay the said deposits or any of them or any part thereof out of their pocket the Sellers shall be entitled to reimburse themselves for such payment out of the said deposits as and when collected and without prejudice to other rights and remedies of the Sellers.
- The Buyer shall have no claim or right to any part of the said land and also to any other part or parts of the said building other than the said premises agreed to be taken by the Buyer. All open spaces, parking spaces, staircases, lifts, terraces, compounds, compound wall, fences etc. shall remain the property of the Sellers until the whole property is assigned or transferred to the said Co-operative Society or Limited Company or any other Incorporated Body or Association as the case may be as hereinafter mentioned but subject always to the rights, reservations, covenants and easements in favour of the Sellers as herein provided till the entire F.S.I. of the said property is utilised by the Sellers.

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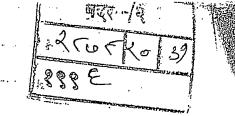
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23. The Buyer hereby agrees that in the event of any amount payable by way of premium to the Municipality or to the State Government or betterment charges or development tax or any other



tax or payment of a similar nature becoming payable by the Sellers the same shall be reimbursed by the Buyer to the Sellers in proportion to the area of the premises agreed to be purchased by the Buyer and in determining such amount the decision of the Sellers shall be conclusive and binding upon the Buyer.

- 24. The Buyer shall not use the said premises or permit the same to be used for any purpose whatsoever other than what is prescribed by Bombay Municipal Corporation of Greater Bombay in its bye-laws and shall not use in the way which may or is likely to cause nuisance or annoyance to occupiers of the other flats/shops in the said building and to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purposes.
- 25. The Buyer shall not use the said premises for any purpose other than for which the said premises is agreed to be acquired by the Buyer except with the written permission of the Sellers.
- 26. The Buyer shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said building or cause any increased premium to be payable in respect thereof.
- 27. The Buyer shall maintain at his/her/their own costs the said premises agreed to be required by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all bye-laws rules and regulations of the Government; Municipal Corporation of Greater Bombay Suburban Electric Supply Ltd., or any other authorities or local bodies under any status under which the Buyer is governed in relation to the said premises are shall attend, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws thereof and shall observe and perform all the terms and conditions of this agreement.
- 28. The Buyer hereby covenants to keep the said premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support, shelter and protect the parts of the said building other than his/her/their said premises.



- 29. The Buyer shall not decorate athe exterior of his/her/their said, premises otherwise than in a manner agreed to with the Sellers or in the manner or near as may be in which the same was previously decorated.
- The Buyer will not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by the Buyer nor will the Buyer at any time make or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof. The Buyer shall not be permitted the closing of the verandah or lounges or balconies or make any alterations in the elevation and outside colour scheme of the said premises to be acquired by the Buyer.
- After the possession of the said premises is handed over to the Buyer if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by Government, Municipality or any other authority, the same shall be carried out by the Buyer in cooperation with the other Buyers in the said building at their own costs and the Sellers shall not in any manner be liable or responsible for the same.
- 32. The Buyer shall not throw any dirt, rubbish, rags or other refuse or permit the same to be thrown in or from the said premises or in the compound or any portion of the said building.
- 33. The Buyer shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to affect the construction or structure of the said building.
- The Buyer shall from the date of receipt of the notice from the Sellers to take possession of the said premises regularly pay every

month provisional amount of Rs. 150 - ... (Rupees. One. hundred

in the Third Schedule hereto. The aforesaid payments are not final and exact and the same shall be adjusted towards the final and exact amount to be decided by the Society or Limited Company or the

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Association to e formed by the Buyers in the said building. The Buyer shall before taking possession of the said premises deposit a sum Rs. 1000/- with the Sellers towards the aforesaid outgoings and taxes mentioned in the Third Schedule hereto.

- 55. The Buyer hereby undertakes to deposit with the Sellers before taking possession of the said premises such temporary or permanent deposits to be made to the Municipal Corporation of Greater Bombay, Bombay Suburban Electric Supply Ltd. or any other agency or concerned authorities either individually or collectively by the Buyers with the other; Buyers in the said building and on transfer of the land and the building to the Society or Company or Association the Sellers shall write to the authorities concerned to transfer such deposits to the name of the Buyer or such Society/Association as the case may be.
- The Buyers of all flats and shops in the said building the Buyer herein shall form and join a Co-operative Society or Limited Company or an Association of Apartment Owners as the Sellers may decide or determine. The Buyer shall do execute and deliver and cause to be done, executed and delivered by other Buyers to the Sellers all acts, documents and papers for or in connection with the formation and registration of the Society/Company or an Association as the case may be and also do hereby irrevocably consents ato Sellers making additions and alterations in the application and annexures or accompaniments thereto for or in connection with the formation and registration of the Co-operative Society/Lim機械 Company or an Association as the case may be, bye-laws or constitution or rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Buyer as may be required by the Authorities concerned or as may be desired by the Sellers to protect the rights and interests of the Sellers or the Original Vendors and Buyer agrees to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Sellers or the Original Vendors may be injured, prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for formation and registration of the said Society, Company or Association shall be of the Buyer

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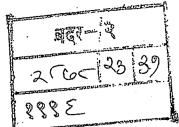
and other Buyers and not of the Sellers notwithstanding anything done by the Sellers in that behalf.

The Buyer agrees and undertakes on demand to do, execute and deliver and cause to be done executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Sellers from time to time for further better or more perfectly affecting or carrying out the provisions thereof or for protecting or preserving the rights and interest of the Original Vendors or the Sellers or other Buyers or any of them or for securing the due fulfilment of the provisions hereof on the parts of the Buyer.

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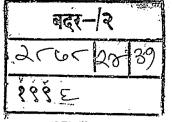
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- The Sellers shall have a right to make additions, raise storeys or put up additional structures as may be permitted by Municipal Corporation and other Competent Authorities such additions, structures and storeys will be the sole property of the Sellers who will be entitled to dispose it off in any way they choose and the Buyer hereby consents to the same. The terrace of the said building including parapet wall shall always be the property of the Sellers and the Agreement with the Buyer and all other Buyers of the flats in the said building shall be subject to the aforesald rights of the Sellers who shall be entitled to the aforesaid rights of the Sellers who shall be entitled to use the said terrace including parapet wall for any purpose including ne display of advertisement and signboards and the Buyer shall not entitled to raise any objections or to any abatement in the price the tenement agreed to be acquired by the Buyer and/or to any compensation or damages on the ground of incovenience or any other ground whatsoeer. PROVIDED that the Sellers do not in any way affect or prejudice the right hereby granted in favour of the Buyer the Sellers shall be at liberty to sell assign or otherwise deal with or dispose of their right title and intrest in the said land hereditaments and premises and the building to be constructed or erected in future thereupon.
- 39. It is further agreed that if there is any increase in floor space index or additional floor space or plinth area is granted in future for any reason whatsoever the benefit of the same will belong entirely to the Sellers and the Sellers may utilise the said increase



in floor space on the same plot or elsewhere at their absolute discretion subject to the rules and regulations of the Municipal Corporation of Greater Bombay and the Buyer hereby consents to the same. The Buyer shall not be entitled to object to any of the aforesaid things orto claim any reductions in price of the said premises to be acquired by him/her/them or to any compensation or damage on the ground or inconvenience or any other including less of air and/or light.

- 40. The Buyer doth hereby record his/her/their irrevocable consent under Section 7 of the Maharashtra Ownership Act, 1963 to amend plans and carry out alterations, additions, constructions as provided in this agreement.
- 41. Any delay or indulgence by the Sellers in enforcing the terms of this agreement or any forbearance or giving of time to the Buyer shall not be constructed as a waiver on the part of the Sellers nor any breach or non-compliance of any of the terms and conditions of this Agreement by the Buyer nor shall the same in any manner prejudice the rights of the Sellers hereunder.
- All costs, charges and expenses in connection with the 42. formation of the Co-operative Housing Society or Limited Companion or Association as well as the costs of preparing, engrossing, stamping and registering all the Agreements, Transfer Deed or any document or documents required to be executed by the Original Vendors and the Sellers or the Buyer or Society or Company Association as well as the entire professional costs of the Advocate the Seller in preparing and approving all such documents shall be borne and paid by the Society or Limited Company or Association or proportionately by all the Buyers of flats, shops etc. in the said building in the said property. The Sellers shall not contribute anything. towards the aforesaid expenses. The proportionate share of such costs, charges and expenses payable by the Buyer shall be paid by him/her/them immediately on demand. The Buyer shall initially contribute Rs. 500/- tentatively towards his/her/their share for the aforesaid expenses. The Buyer hereby further agrees to deposit Rs. 251/towards share money and entrance fee of the proposed Co-operative Society, Limited Company or an Association as the case may be.



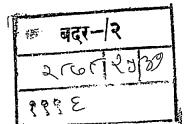
43. The said buildings shall always be known as "LINK VIEW" and the name of the Co-operative Housing Society or Limited Company or Association to be formed and registered shall bear the name "LINK VIEW" and the same shall not be changed without the written permission of the Sellers.

After the registration of the Society the Buyer hereby agrees to contribute and pay his/her/their proportionate share towards the costs, expenses and outgoings and such other expenses as may be incurred by the Society or Limited Company or Association from time to time as determined by the Managing Committee or the Board of Directors without prejudice to the rights of the Sellers stated hereinabove.

The deposits and moneys paid by the Buyer to the Sellers under this Agreement after deducting all the costs charges and expenses of any nature whatsoever under the agreement shall be transferred by the Sellers only to the Co-op. Society, Company or Association as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred provided that the Buyer does not commit the breach of the terms and conditions of this Agreement is hereinabove mentioned. Provided further the lellers shall be entitled to appropriate and/or transfer the moneys being under one head of account to another head of account without all signing any reason therefore and the Buyer shall not object to the same.

After the building is completed and is ready and fit for occupation and after the Society or Limited Company or Association is incorporated and registered and after all the flats, shops, etc. in the building have been sold and disposed of by the Sellers and after the Sellers have received all the dues payable to them under the terms and conditions of this agreement from the Buyer and other Buyers of flats, shops, etc. the Original Vendors and the Sellers as Confirming Party shall execute the Conveyance in favour of the said Society or Limited Company or Association.

47. It is agreed that professional fees, in respect of this Agreement fixed at Rs. 300/- shall be paid by the Buyer to Shri M. S. D'Mello,



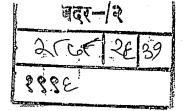
Advocate, before the execution of this Agreement and the Buyer shall pay his/her/their proportionate share of out of pocket expenses including those of stamp, registration, plans etc.

- 48. The Buyer shall pay brokerage at the rate of 2 (two) percent on the full purchase price on the execution of this Agreement to the broker concerned.
- 49. All notices and letters or other correspondence to be served as per terms of this Agreement on the Buyer shall be deemed to have been duly served if the same is sent to the Buyer Under Certificate of Posting at his/her/their following address:

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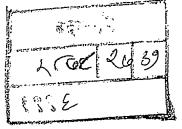
- 50. All letters, receipts and/or notice issued by the Sellers and despatched Under Certificate of Posting to the address known to the Sellers of the Buyer under this Agreement shall be sufficient, proof of receipt of the same by the Buyer and shall effectually discharge the Sellers.
- and the Buyer or Co-operative Society or Company or Assistion to be formed hereunder concerning, relating or arising out this Agreement or its implementations the same shall be referred to the sole arbitration of Shri M.S. D'Mello, Advocate who shall have summary powers to decide such disputes and the Award that may be declared by him shall be final and binding on the parties to such disputes.
- This Agreement shall be lodged for registration by the Buyer at his/her/their costs and expenses within 14 days from the date of execution. The Sellers will furnish to the Buyer original and one duplicate copy of this Agreement for lodging the same for registration. After this Agreement is lodged for registration the Buyer shall intimate



to the Sellers in writing the date and the number at which it is lodged and the office of the Sub-Registrar of Assurances within 14 days of the same. The Sellers will thereupon visit the said office of the Sub-Registrar of Assurances and admit execution thereof. Stamp Duty in respect of the said premises or his/her/their unit or premises or unit or whatsoever the Buyer has purchased. The Buyer further confirms that the said stamp duty shall be paid by him/her/them as and when the same is payable solely by the Sellers.

This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules 1964 and the Maharashtra Apartments Ownership Acts or Rules framed thereunder or any modification, amendment or reenactment thereof for the time being in force or any other provisions of law applicable thereto.

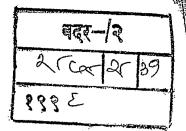
The Buyer hereby agrees to comply with all the terms and conditions of the permission granted under the Urban Land (Ceiling and Regulations) Act by the Competent Authority and such conditions which may be imposed under the said Act or any other Acts by any authorities from time to time.



IN WITNESS WHEREOF the said Sellers and the Buyer hereto have set their respective hands and seals the day and the year first hereinabove written. SIGNED SEALED AND DELIVERED by the withinnamed Sellers Messrs J.K. BUILDERS through their partners (1) Shri Kasim S. Khan (2) Shri Jamil Ahmed Khan and (3) Smt. Nasim Aslam Peshimam in the Presence of M.A. Manaz 2. SIGNED SEALED AND DELIVERED by the withinnamed Buyer in the presence of ...... 2, RECEIVED of and from the withinnamed ) Buyer the sum of Rs. \QQQQ. (Rupees Lan Atland Dukt only being the amount of earnest money to be paid by the Buyer to the Sellers by Cash/Cheque No. 685126 dated 22:10 48 drawn WITNESSES **WE SAY RECEIVED** 1. For M/s. J.K. BUILDERS 2.

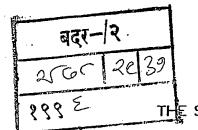
(JAMIL AHMED KHAN)

(MRS. NASIM PESHIMAM)



# THE FIRST SCHEDULE ABOVE REFERRED TO:

No. 1194 equivalent to Revenue Survey No. 108 Hissa No. 2 admeasuring 1919.9 square metres (2) City Survey No. 1202 equivalent to Revenue Survey No. 107 Hissa No. 1/1 admeasuring 2512.9 square metres (3) City Survey No. 1196 (part) equivalent to Revenue Survey No. 107 Hissa No. 2-A admeasuring 967 square metres (4) City Survey No. 1192 equivalent to Revenue Survey No. 108 Hissa No. 7 admeasuring 633.2 square metres and (5) City Survey No. 1195 equivalent to Revenue Survey No. 107 Hissa No. 2B admeasuring 1079.3 square metres that is totally admeasuring about 7112.3 square metres all in the revenue Village of Eksar in the Taluka Borivli in Bombay Suburban District and within the limits of the Municipal Corporation of Greater Bombay and within the Registration District and Sub-District of Bombay City and Bombay Suburban.



THE SECOND SCHEDULE ABOVE REFERRED TO:

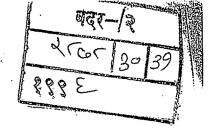
M. S. D'Mello Advocate D'Mello Cottage, Roshan Nagar, Chandavarkar Road, Borivli (West), Bombay-400 092. Date: 26th Aug. 1985.

### TO WHOMSOEVER IT MAY CONCERNED:

This is to certify that I have taken requisite searches and made other enquiries regarding the right title and interest of the following pieces and parcels of land grounds or hereditaments situate lying and being in the revenue Village of Eksar in the Taluka of Borivli in Bombay Suburban District and within the limits of the Municipal Corporation of Greater Bombay and within the Registration District and Sub-District of Bombay City and Bombay Suburban bearing the following details:

- 1. (1) City Survey No.1194 equivalent to revenue Survey No. 108 Hissa No. 2 admeasuring about 1919.9 square metres and (2) City Survey No. 1202 equivalent to Revenue Survey No. 107 Hissa No 1/1 admeasuring about 2519.9 square metres or thereabout both situate lying pand being in the revenue Village of Eksar in the Taluka of Borivli in Bombay Suburban District belonging to and onward by (i) Kashibai Pundalik Mhatre (ii) Smith Bhagibai Motiram Mhatre and 6 others (iii) Vine ak Pundalik Mhatre (iv) Sadanand Pundalik Mhatre (iv) Hareshwar Pundalik Mhatre and (vi) Taibai La man Mhatre.
- 2. (1) City Survey No. 1196 equivalent to Revenue Survey No. 107 Hissa No. 2-A admeasuring about 967 square metres or thereabout of Village Eksar, Taluka Borivli, Bombay Suburban District belonging to and onward by (i) Kashibai Laxman Mhatre (ii) Bhalchandra Laxman Mhatre (iii) Mohan Laxman Mhatre (iv) Rajaram Laxman Mhatre (v) Chandrashekar Laxman Mhatre (vi) Smt. Bhanumati Jagannath Raut and (vii) Smt. Maltibai Kamlakar Kini.
- City Survey No. 1192 equivalent to Revenue Survey No. 108 Hissa No. 7 admeasuring about 633.2 square metres and (ii) City Survey No. 1195 equivalent to Revenue Survey No. 107 Hissa No. 2-B admeasuring about 1079.3

Bhanumati Jagannath Raut and (vii ) Smt. Maltibai Kini.



square metres of Village Eksar, Taluka Borivali, Bombay Suburban District belonging to and owned by (i) Smt. Satibai Atmaram Mhatre (ii) Chandu Atmaram Mhatre (iii) Devarkar Atmaram Mhatre (iv) Pravin Atmaram Mhatre and (v) Smt. Lata Bhalchandra Patil.

AND IN MY OPINION the title of the aforesaid land is marketable and free from all reasonable doubts.

Sd/-

(M. S. D'Mello)

Advocate, High Court.

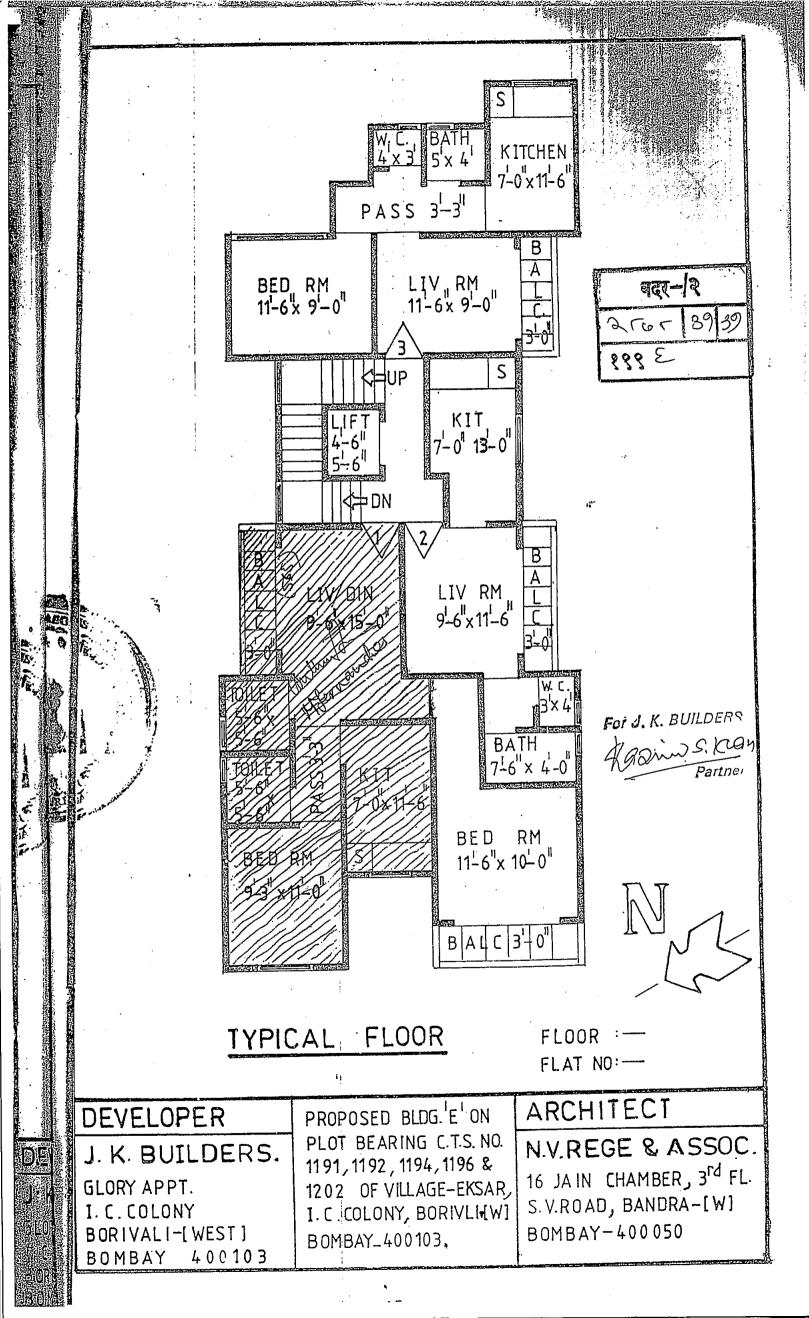
# THE THIRD SCHEDULE ABOVE REFERRED TO:

The expenses of maintaining, repiring, redecorating of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, ogas pipes and electric wires in under or upon the building and enjoyed or used by the Buyer in common with the other occupiers of the other flats/shops and the maintenance, passages, landigns and staircase of the building as enjoyed by the Buyer and used by him/her/them in common as aforesaid and the boundary walls or the building compounds, terraces etc.

The cost of cleaning and lighting the passages, common electricity charges of passages and clectric motors, landings staircases and other parts of the building or enjoyed or used by the Buyer in common as aforesaid.

The cost of decorating the colour painting and oil painting extrior of the building.

- (4) The costs of salaries of clerks, bill collectors, chowkidars, liftmen, sweepers, pump men etc.
- (5) Municipal taxes, non-agricultural assessment and other taxes including any fine or premium or betterment charges payable to be authorities concerned.
- (6) Insurance of the building.
- (7) Such other expenses as are necessary of incidental for the maintenance and upkeep of the building.



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DATED 15t- DAY OF NOV. 198

M/s. J. K. BUILDERS

Indonen 12 gg

AND

Shri/Smt. Anthony Fernander Moniez Fernander

....PURCHASERS

AGREEMENT FOR SALE

OF

Flat/Shop/Garage No. 103

On the 154

Floor

AT

# LINK VIEW

I. C. Colony, Mount Poinsur, Borivali (West). Bombay-400 103.

M. S. D'MELLO,

Advocate, High Court,

D'Mello Cottage, Roshan Nagar, Chandavarkar Rd., Borivali (West), Bombay-400 092.

Tele.: 65 16 49

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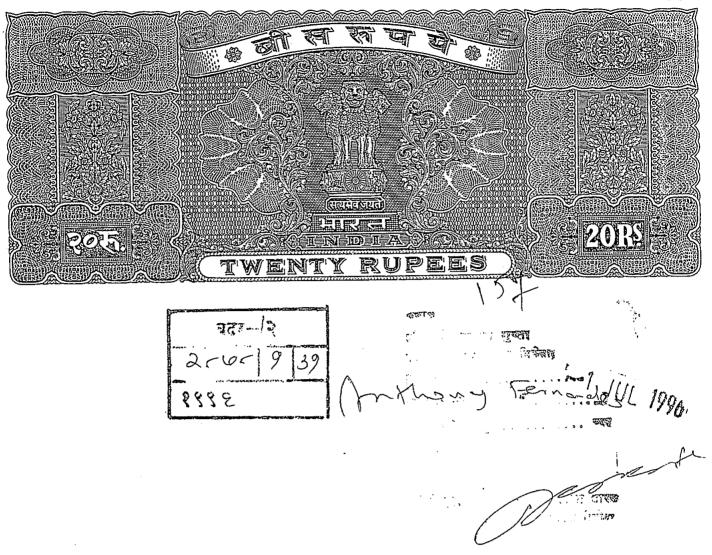
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2-6-66 RANG 3) 3) 235,000

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### DEED OF CONFIRMATION

THIS DEED OF CONFIRMATION Made at Bombay on this 2nd day of July, One Thousand Nine Hundred Ninety Six by MR. ANTHONY FERNANDES and MRS. MONICA FERNANDES Flat # both of Bombay, Indian Inhabitants, residing at /103, 1st Floor, "E" Wing, Link View 4th Cross Road, I.C. Colony, Borivli (West), Bombay - 400 103, hereinafter called "THE CONFIRMERS" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors and administrators) of the ONE PART;

O

A N D M/s. J.K. BUILDERS, hereinafter called "THE VENDORS" (which expression shall, unless repugnant

-: 2 :-

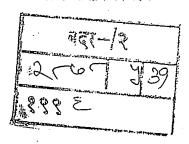
to the context or meaning thereof, be deemed to mean and include their legal heirs, executors and administrators and permitted assigns) of the OTHER PART.

### WHEREAS

By an Agreement for Sale dated 1st November,

1988 made between the Confirmers therein
referred to as "the Purchasers" of the One Part,
and the Vendors therein referred to as "the
Vendors" of the Other Part, the Vendors agreed
to sell to the Confirmers all the right, title and
interest of the Vendors in the premises being
Flat No.103 on 1st Floor, "E" Wing, in the

Contd. 3.



4. The Confirmers hereby confirm and have informed the Vendors to be present and confirm this Deed of Confirmation, Vendor has refused/absent to confirm the same.

IN WITNESS WHEREOF the Confirmers hereto have/has hereunto executed these presents the day, month and year first hereinabove written.

SIGNED AND DELIVERED by the	) "
withinnamed "CONFIRMERS"	)
1. ANTHONY FERNANDES	1 anthony Jan &
and	) "
2. MRS.MONICA FERNANDES	) Hdunados
in the presence of :	)
	)

# WITNESSES :

1. Signature:

JERRY LEWIS

Name:

B. A.LL. M.

Address :

Est Co-Si Oc-Operative Housing-Goston, 16' Wing, 1st Floor, Plot Bo. - 30, Jol Poli Will.

1. G. Gelony, Linking Road.

Restall (V). Democy-400 002

2. Signature: J. Nostonall.

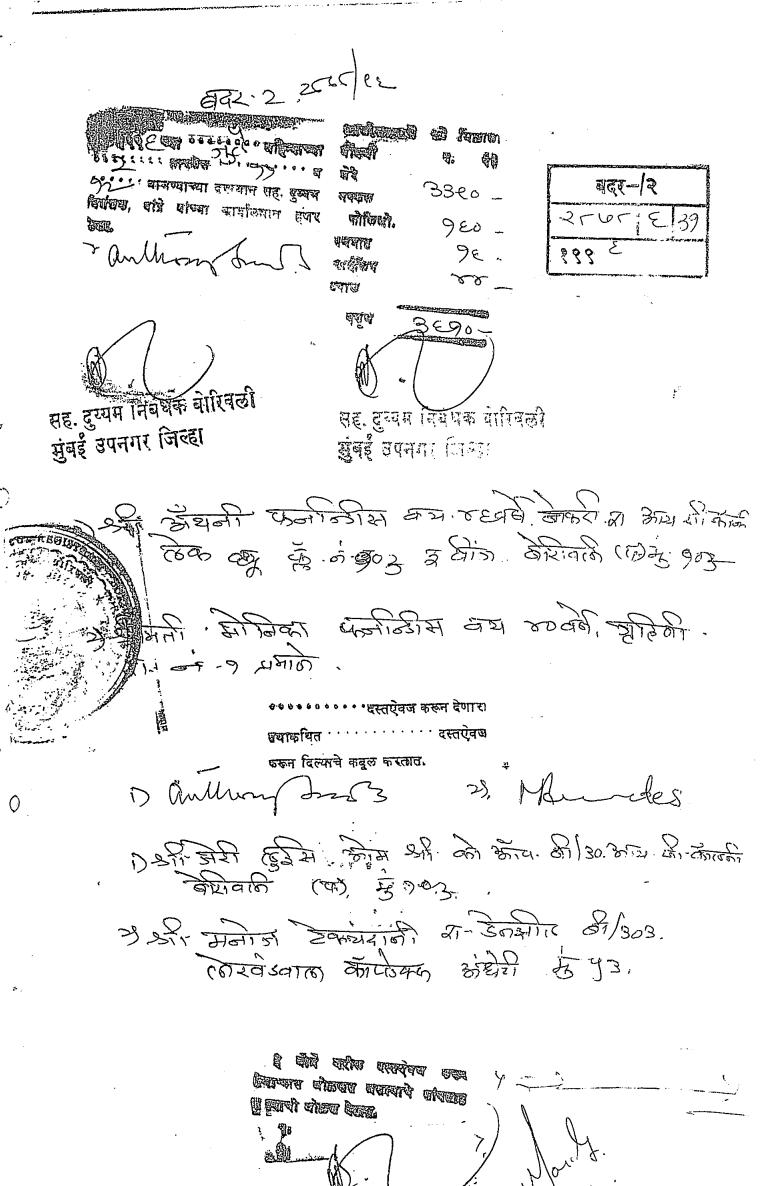
Name: Daning nagarain

Address: Flat No B Box

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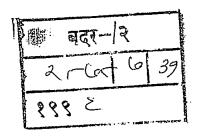
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सह. दुय्यम निबंधक बोरिवली संबर्ध उपनगर जिल्ला





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> सह. दुम्यन निम्चक भोरीवली सुंबई उपनगर जिल्ह्या..



2

(वि.नि. नमना क्र) (Fin R. Form No.1)

CASE NO. . AMN/26606

COUNTER CODE

RECEIPT NO .:

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Gen 113 m.e. सर्वसा. ११३ म. ई

1 NN DATE ! 11/04/96

( अहस्तातरणीय )

ORIGINAL COPY

ठिकाण /Place

Received from

FERNANDES.

AUBMIDE

दिनांक / Date

11/04/96

(NOT TRANSFERABLE)

शासनास केलेल्या प्रदानाची पावती RECEIPT FOR PAYMENT TO GOVERNMENT

্রা০.০০ <sup>रूपये</sup> / Rupees

Three Hundr -

On account of

103-(111)

याकरिता मिळाले

mode of Payment:

CASH

Cashier or Accountant रोखपाल व लेखापाल

सही / Signature gomba

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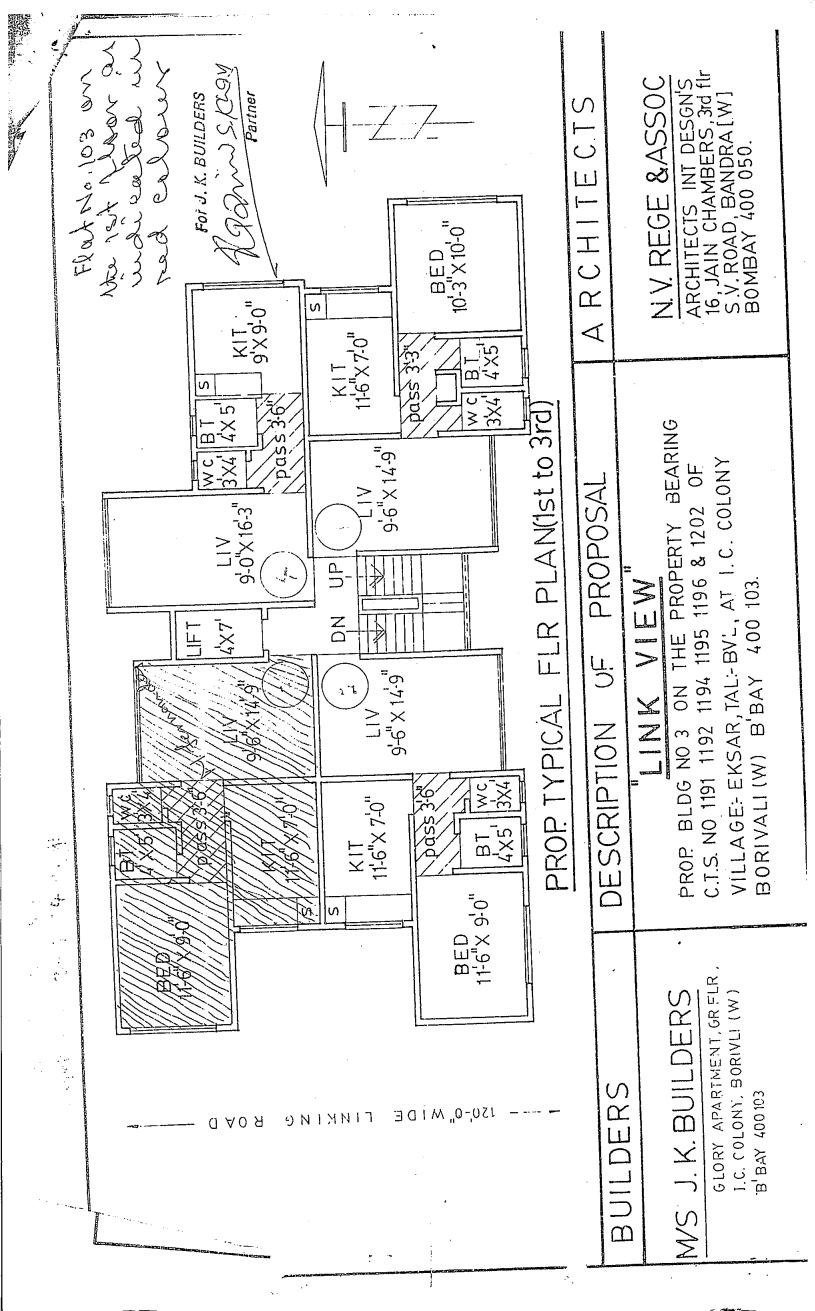
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For Idials View ID (Coroberative Housing

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हवाली करावा.	

Link View "E" Co-operative Housing Society Ltd. Link View "E" Co-operative Society Ltd.

Registration No. MUM, MM-R. HSG MICA (12013-44). 200-2004 of 2003
4th Cross Road J. C. Colomy, Bolividii (West), Mumbia: 400 103.

(Registered underthe Wahlardshtrak George E Child Societies Act, 1960)

Share Certificate No. 5-4- Member's Regn. No. 6-103

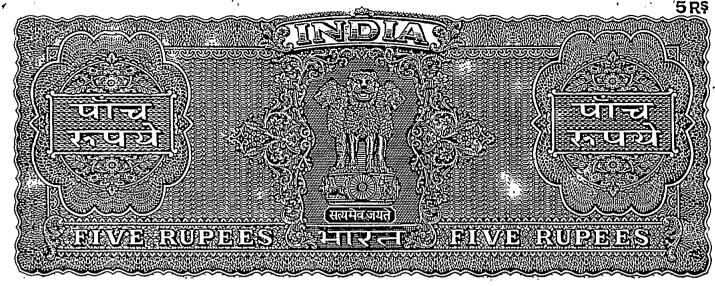
Share Certificate No. 5-4- Member's Regn. No. 6-103 Co-operative Housing Society Ltd. For Einki View 'E' Coloperative Housing Society Ltd. MONICA 75 Treasurer 子ERNANDES Selected Society Lidis Link Websitered Finder of 子ルE 10 STATE CO-ODE/CITY TO STATE OF THE STATE OF T Mumbai, subject to the Bye gaws of the said Society-open a Given under the Common Seal of the said Society on operation **2019** Operation - Common Society 中國 The West F. Co-operation of the Co-operation stry suchely Ital. Link View \*E. Co-operation Ink View L. Co-operation FERNANDES LINK VIEW TE / CO-COMPANY fully paid up-share of Rs. Hill Byceach mumberedarrom Co-224 maing Society Ltd. Link View. E. Command Link View. F. Co-operation. Secretary This is to certify that Shri/Smt/M/s, 4wry 6wy 7E, Link Well PARTICIONAL HOUSING SOCIETA AND SOCIETA SANDERS OF THE SANDERS OF 10 7 Hing Society Ltd. Liter sand Society Ltd. Chairman saing Society Ltd. Susing 客obal Ital both inclusive, in Link View E をいかい MUM/W-R/HSG TC/12154/ 2003-04

MEMORANDOM OF IRANSPERS OF HE WILLIAM MEMILORED STANCES  Date of Transfer Regn. No. of Transferred Regn. No. of Transferred M.C. Member Chalman Secretary  Authorised Authorised Chalman Secretary  M.C. Member Chalman Secretary  Authorised M.C. Member Chalman Secretary  M.C. Member Chalman Secretary  Authorised M.C. Member Chalman Secretary						Date of Transfer
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Champed & Conign 26606 Mas Mrs. Anthony Fernandes EKSAR Village · Mari valitudi. Bom bay -102 The Collector of Stamos & Suprintendent of Stamps Bombay 400-023. I here with produce the xerox copy of the original Agreement and original Agreement also for the surpose of regularisation of Document after payment Deficits Stamp Duty & Renalty of Rs.250/- as per Amnesty Scheme Please regularise the Document and do the needful. Thanking you, Yours faithfully, The Details of my Well are as under: Date of Exacution Year of "Construction 1990 565 SQVXL Built-Up Area of flat No. of floor of Duilding Muncipal ward No. Details Address of property EKSARVIllage, 10 ELink View Bosivalitus Bom. 103 Mode of ourchase of flat Aminities provided if any X/one

Sir,

2.



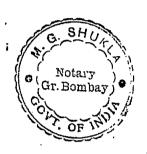
15 MAR 1995

धाराहः ... 承/ .

J. Achasia







Mr. Anthony Fernandes & Mrs. Monica Fernandes residing at 101 Link View, Eksa Village, I.C. Colony Borivali (west) Bombay 400-103, submitt a document titled "Agreement" to the collector of stamps Bombay. In this behalf the following information submitted ;-

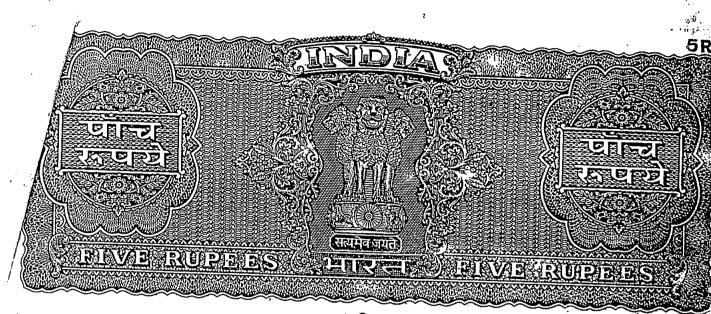
- 1) Date of execution of document ;-
- Name & Addressof Seller
- 3) Name & Address of Buyer
- 1.11.1988
- ;- J.K.Builders, Glory Appt. Borivali(W) Bom103
- ;- Mr. Anthony Fernandes & Mrs. Monica Fernand 102/FLink View, EKSAR Village, I.C.Colony Borivali (west) Bombay 400-103.

### DETAIL OF PLOT

- Taluka, Village, City Survey No. ;- EKSAR VILLAGE, Borivali (w) S No. 1191/92. A)
- B) Area

- Not Applicable
- Nature & Use of Land C)
- Not Applicable.





15 MAR 1995

प्राथाह धारीः E17/

· · ·

J. Khosia



DETAIL OF FLAT

!) Taluka, Village, City Survey No.

2) Type of Construction

Numbers of Floors 3)

4) Year of Construction

5) Built-Up Area

Location of Property 6)

Survey No. 1191, 1192, 1194, 1196, & 1202

Exp.

Taluka Borivali, Village EKSAR

R.C.C Const.

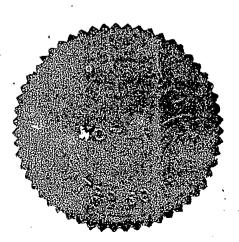
Gr. + Three.

;- 1990

;- .565 Sq. Ft.

103/E, Link View, EKSAR VILLAGE, Taluka Borival (west), Bombav 400-103.

We stae on oath and solemnly declare that the above information is true and correct to the best of our knowledge and belief. We shall be held responsible for any inaccuracies in the information submitted above.



Before me

E. SHUKLA Deconent/s

Notary Gr. Bombay Govt. of India,

2. Siddhi sadan. SVP Rd., Bumbay-103

27 MAR 1995