

ARTICLES OF AGREEMENT made at Mumbai this 25TH day of MARCH ~~FEBRUARY~~ in the Christian Year ^{TWO} ~~ONE~~ Thousand Nine Hundred and Ninety 2000. Between Messrs. Lokhandwala Builders a partnership firm, duly registered under the provisions of the Indian Partnership Act 1932 and having its office at 72, Gandhi Nagar, Dainik Shivner Marg, Worli, Mumbai 400018, hereinafter called "THE SELLERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include partner or partners for the time being of the said Firm, the survivor or survivors, of them, their respective heirs, executors, administrators and assigns) of the ONE PART AND Shri/Smt. M. E. HUSSAIN

S/O. LATE P. M. MOHAMED ALI
 having his/her address at NO. 23, APARTMENT HOUSE
NEPEANSEA ROAD
MUMBAI - 400 026

hereinafter referred to as "THE FLAT PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART :

WHEREAS:

The Government of Maharashtra, with a view to have planned growth of the City has issued Notification dated 28th August, 1996 and Notification dated 15th October, 1997.

AND

- A) By the three separate Agreements, all dated 15th February, 1997 Worli Adarsh Nagar Co-operative Housing Society Ltd., Lower Parel Bharat Nagar Co-operative Housing Society Ltd. and May Bharat Nagar Co-operative Housing Society Ltd. appointed the

Rs. 46,750/-
Rs. Forty six thousand seven hundred fifty only

OFFICE OF THE
 SUB REGISTRAR AND
 ADMINISTRATIVE OFFICER
 OLD CUSTOM HOUSE
 MUMBAI - 400 023.
 MAH/CCR/ADD/TT/010

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 15.3.00
 SPECIAL ADHESIVE

Sub Registrar & Administrative Officer
 Mumbai
 15 MAR 2000

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Five Hundred only

15 MAR 2000

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sellers herein as the Developers of various pieces and parcels of land bearing C.S. Nos.137 (part), 138 (Part), 110 (Part) and 1/110 (Part) of Lower Parel Division in all admeasuring 11502 Sq. Meters of thereabouts situate at Dainik Shivner Road, Worli, Mumbai - 400 018 and belonging to the Municipal Corporation for Greater Mumbai under the Slum Redevelopment Scheme of the Govt. of Maharashtra on the terms and conditions therein contained.

- B) An Irrevocable Power of Attorney has been executed in favour of the partners of M/s. Lokhandwala Builders, namely, Mr. Mohammed A. Lokhandwala, Mr. Yusuf A. Lokhandwala and others by the Federation known as Lady Ratan Housing Complex consisting of the societies namely, Worli Adarsh Nagar Co.op. Hsg. Society Ltd., Lower Parel Bharat Nagar Co.op. Hsg. Society Ltd. and the Nav Bharat Nagar Co. op. Hsg. Society Ltd.
- C) The Ward Officer, G South Ward, Municipal Corporation of Greater Mumbai by its communications dated 18th January, 1997, 31st January, 1997 and 5th February, 1997 has certified the proposal of redevelopment of the plot bearing Nos. 137 (Part), 138 (Part), 110 (Part), 1/110 (Part), 109 (Part).
- D) The said scheme has been approved by SRA under its Order bearing No.SRA/DYCE/17/GS/ML/LAY dated 21st June, 1997 a copy whereof is annexed as **Annexure "A"** hereto and the said authority have approved the said Building plan i.e. IOD/CC under file No SRA/CHE/163/GS/ML/AR by Executive Engineer, City Mumbai. The more detailed facts & detailed description of property and the land are described in **Annexure "G"**.
- E) The hereinbefore recited Notification envisages separate lease to be executed by the land owning authority viz. Municipal Corporation of Greater Mumbai in favour of the society/societies of the Slum Dwellers in respect of the land whereon the buildings for rehabilitation of the eligible slum dwellers has been constructed with the appurtenant area and separate lease is envisaged to be executed by such land owning authority in favour of the society/societies of the Purchasers of the flats/tenements/premises pertaining to the land on which the freesale premises/buildings are situate and the appurtenant land thereto.
- F) Under the hereinbefore recited three Agreements the Societies as well as the Federation has agreed that the Sellers shall be



entitled to obtain separate lease of the land pertaining to freesale components of the project from the Municipal Corporation of Greater Mumbai or in the alternative the said societies shall sub-demise such portion of land on which the freesale premises buildings are situate in favour of the Sellers or their nominee or nominees including a Cooperative society or Association or Limited company as the case may be.

- G) Since the project is being implemented as Slum Rehabilitation project under the provisions of the hereinbefore recited Notification dated 27th August 1996 and since the land is owned by the Municipal Corporation of Greater Mumbai the permission from the Competent Authority under the Urban Land (Ceiling & Regulations) Act 1976 is not required.
- H) The Sellers have entered into agreements with Messrs. Samoon Rassiwala & Associate Architects and Messrs. Hafeez Contractor, Architects for availing their services for designing, planning and supervision for construction of the buildings.
- I) The Sellers have appointed a structural Engineer M/S. M.R. Patil & Co for the preparation of the structural design and drawings of the buildings and the Sellers accept the professional supervision of the said Architect and the structural Engineer till the completion of the said buildings.
- J) By virtue of the said Agreements the Sellers alone have the sole and exclusive right to sell the Flats in the said building to be constructed by the Sellers on the said land and to enter into agreements with the Purchaser of the flats/tenements/parking space and to receive the sale price in respect thereof;
- K) The Flat Purchaser demanded from the Sellers and the Sellers have given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said Order, the said Agreements and the plans, designs and specifications prepared by the Sellers Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "the said Ownership Act") and the rules made thereunder.
- L) The copy of Title Report issued by Seller Advocates/Solicitors is annexed as **Annexure-B**, the area of the property certified by the collector of Mumbai City by letter dated 4th september, 1997 is



annexed as 'Annexure-C', and the area plan certified by
suprintendent of land records is annexed as 'Annexure-D'.

- M) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Sellers while developing the said land and the said building/s and upon due abservance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.
- N) The Sellers accordingly desire to commence/have commenced construction of the said building/s in accordance with the said plans.
- O) The Flat Purchaser has approached to the Sellers for allotment of a Flat.
- P) Relying upon the said application, declaration and agreements, the Sellers agreed to sell to the Flat Purchaser a Flat at the price and on the terms and conditions hereinafter appearing.
- Q) Under Section 4 of the said Act, the Sellers are required to execute a written agreement for sale of said Flat to the Flat Purchaser, being in fact these presents and also to register said agreement under the Registration Act.



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

1. The Sellers shall construct the said building comprising of stilt and 23 upper floors on the portion of the said land forming part of the property described in the First, Second and Third Schedules hereunder written which portion is more particularly described in the Fourth Schedule hereunder written in accordance with the plans, designs, specifications approved by the Slum Rehabilitation Authority under the hereinbefore recited Notitication dated 27th August, 1996 and the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Sellers may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them. Provided that the Sellers shall have to obtain prior consent in writing of the flat Purchaser in respect of such variations or modifications which may adversely affect the said Flat of the Flat Purchaser



2. The Flat Purchaser hereby agrees to purchase from the Sellers and the Sellers hereby agree to sell to the Flat Purchaser Flat No. 2035 in wing A on 2nd floor and the Type of flat is ~~One Bed Room, Hall, Kitchen, Dining / 2 Bed Room, Hall, Kitchen, Dining / 3 Bed Room, Hall, Kitchen, Dining and utility area / Duplex flat of 4 Bedroom, Hall, Kitchen, Dining and Terrace~~ carpet area admeasuring _____ sq. mtrs. (_____ sq. ft), Built up area _____ sq. mtrs. (440 sq. ft), which is inclusive of the area of balcony as shown in the floor plan marked as **Annexure-E** for Rs. 11,00,000/- (RUPEES ELEVEN LACS ONLY)

the entire cost of the flat including the proportionate price of the common area and common facilities which are more particularly described in the Fifth schedule hereinunder written. The purchaser hereby also agree to purchase from the sellers and the sellers hereby also agree to sell the said flat purchaser a covered garage under basement / a covered garage under stillt / the open parking space hereinunder marked as garage No. _____ for the price of Rs. _____ (Rupees _____)

and sum of Rs. _____ (Rupees _____)

for garage totaling Rs. 11,00,000/- (Rupees ELEVEN LACS ONLY) as total above. The

flat purchaser hereby agrees to pay to the sellers balance amount of the said purchase price Rs. 11,00,000/- (Rupees ELEVEN LACS ONLY)

after deducting the sum of Rs. _____ (Rupees _____) paid to the sellers before execution of this agreement and the flat purchaser hereby agree to pay the balance amount of Rs. 11,00,000/- (Rupees ELEVEN LACS ONLY) on execution of this agreement in the following manner:

(a) Rs. _____ /- (Rupees _____ only)

as earnest money of the said flat paid before execution of this Agreement:

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

SIGNED SEALED AND DELIVERED)

by the withinnamed)

"THE SELLERS" M/S. LOKHANDWALA BUILDERS by the)

hand of the partner Shri M A)

LOKHANDWALA)

in the presence of Shri MADHAVI R PATHAK MR Pathak)

SIGNED SEALED AND DELIVERED)

by the withinnamed FLAT PURCHASER)

Shri / Smt. M.E. HUSSAIN)
S/O. LATE P.M. MOHAMMED ALI)

in the presence of Shri _____)

RECEIVED on the day and year _____)

first hereinabove written of _____)

and from the withinnamed _____)

Flat Purchaser the sum of _____)

Rs. 50,000/- (Rupees FIFTY THOUSAND ONLY only))

being the amount as mentioned _____)

within to be paid by him/her _____)

dated 25.02.2000 drawn on BANK)

OF INDIA, BALLARD ESTATE 3R Rs.)
CH NO. 787745)

Witnesses



For Lokhandwala Builders,

[Signature]
Partner

[Signature]



For Lokhandwala Builders,

WE SAY RECEIVED

[Signature]
FOR PARTNER

SLUM REHABILITATION AUTHORITY

No.SRA/Dy.CE/17/G.S/ML/LA/
V Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai 400 051.

To

Date :

21 JUN 1997

Shri S.F.Rassiwala
Architect,
1/Shreyas, 2nd Hasnabad Lane,
Santacruz (West),
Mumbai-400 054.

Sub : Proposed Layout/Sub division/Amalgamation of the
land bearing CS No.109(pt), 110(pt), 1/110(pt)
2/137(pt), 138(pt) of Lower Parel Division at
Dainik Shivner Marg, Worli, Mumbai-400 018.
For Lady Ratan Housing Complex.

Ref : Your letter No. 969/SRA/14 dated 9th JUNE '97.

Sir,

Your plans submitted of the layout/Sub division and
amalgamation of the above plot are approvable as they are as
per Development Control Regulations subject to the terms and
conditions registered under No.2053/97 dtd.5.6.97 shall be
binding not only on the owner for the time being but also on
their heirs, executors administrators, assigns and every
person deriving title through or under them. Final approval
to the Layout will be given after you construct the roads
including lighting drainage, sewerage, etc. and
recreation/amenity spaces are developed by levelling and
adequate member of trees are provided on the same. You will
please make it clear to your clients that in case of breach
of any of the terms and conditions, the deposit amount is
liable to be forfeited and the permission granted liable to
be revoked.

f/raj/rassi 6/10/97

You will now please demarcate the boundaries of your client's holding reservations, and the road as per the approved plans and arrange to show the same to E.E. (SRA) (I) by fixing a prior appointment with him and get his approval to the layout/sub division/amalgamation before proceeding further.

Please note that the work of construction of roads, filling of low lying land, diverting nallas, laying sewer lines, etc. should not be done unless the intimation is given to Executive Engineer Roads Zone II/Assistant Engineer Planning of M.C.G.M. and their permission is obtained for proceeding with the work.

Please also note that permission for construction of buildings on the amalgamated plot will not be entertained till the access roads are constructed in water bound mode of construction with necessary sewer, storm water drains and water mains.

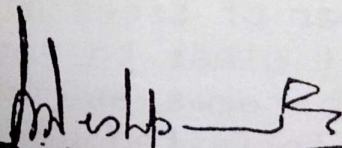
This permission for developing your client's land is valid for a period of one year from the date of issue and will have to be revalidated thereafter. One copy of approvable plan is sent herewith.

Yours faithfully,

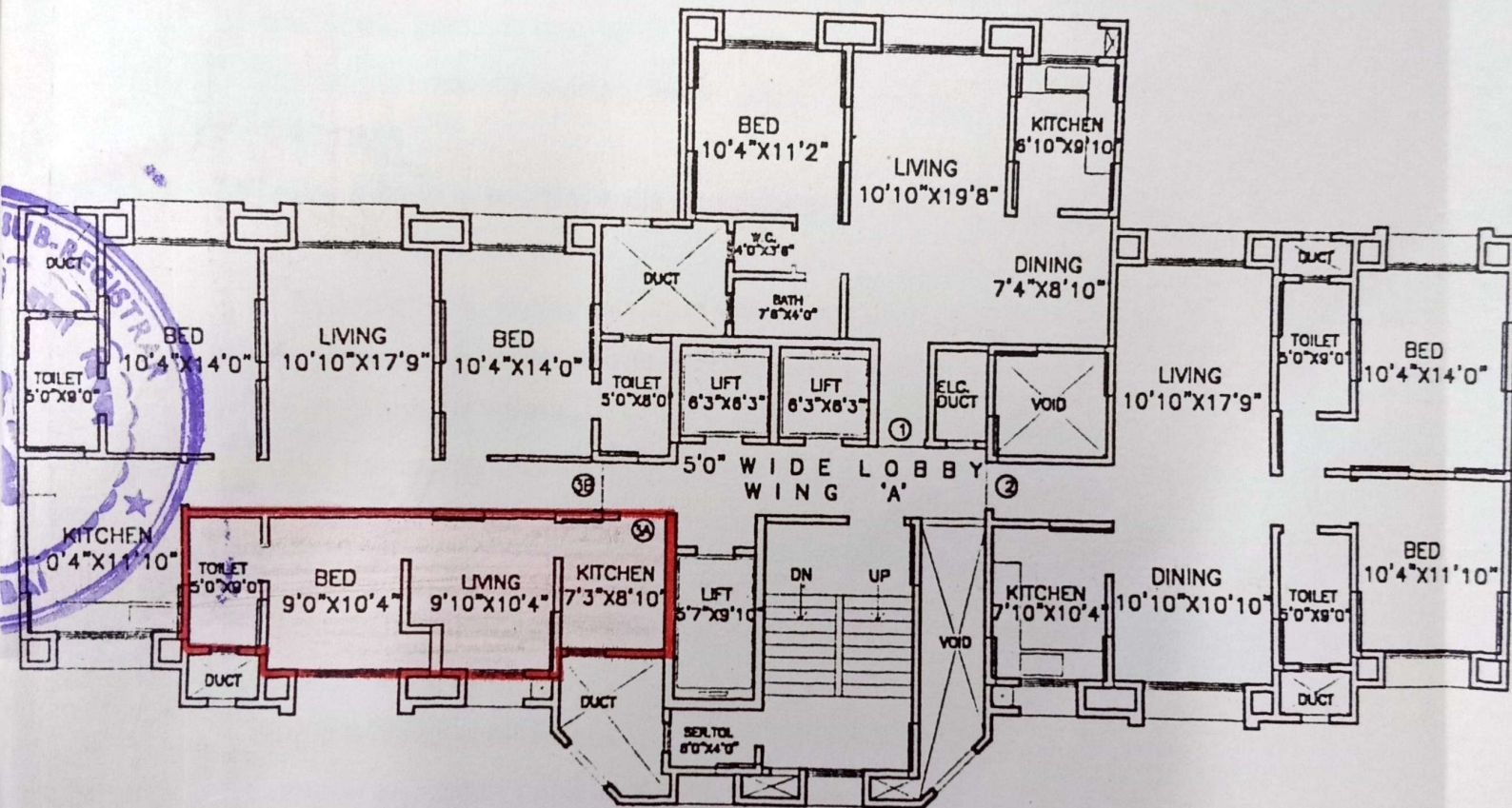
—sd—
Dy. Chief Engineer,
Slum Rehabilitation Authority (I).

SRA/DYCE/17/G/S/ML/LAY

21 JUN 1997
Secretary: Lady Rajan Hsg. Soc.

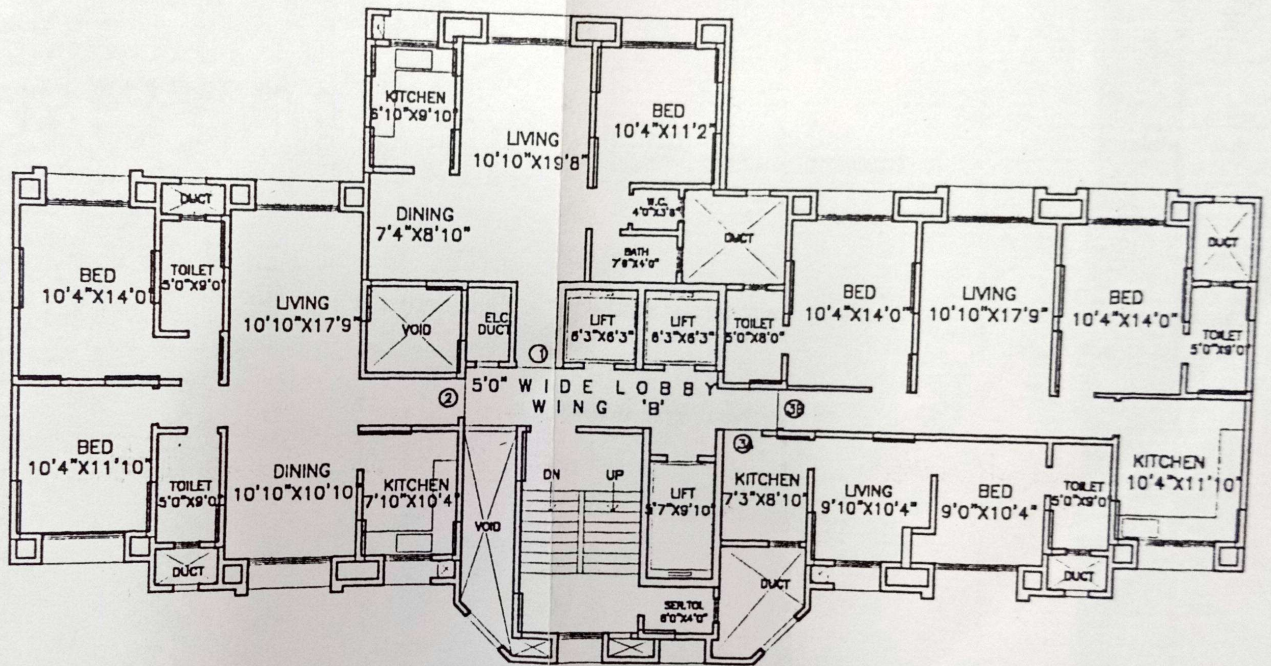

By: City Engineer
(Slum Rehabilitation Authority)

f/raj/rassi 6/10/97



TYPICAL FLOOR PLAN
②, 3, 4, & 5 FLOOR (A-WING)
1, 2, 3, 4, & 5 FLOOR (B-WING)

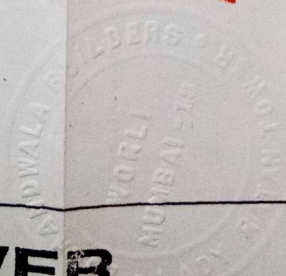
FLAT N



10. 2036 'A' WING 2ND FLOOR

For Lokhandwala Builders,

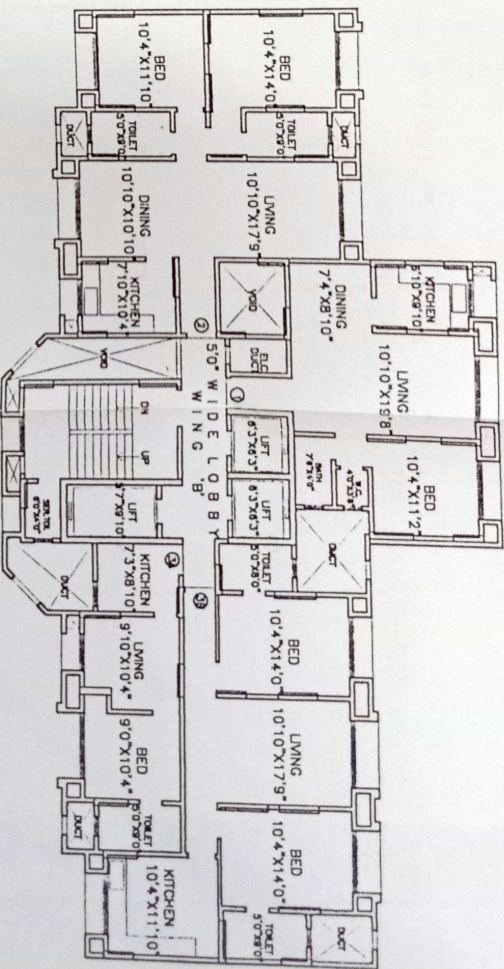
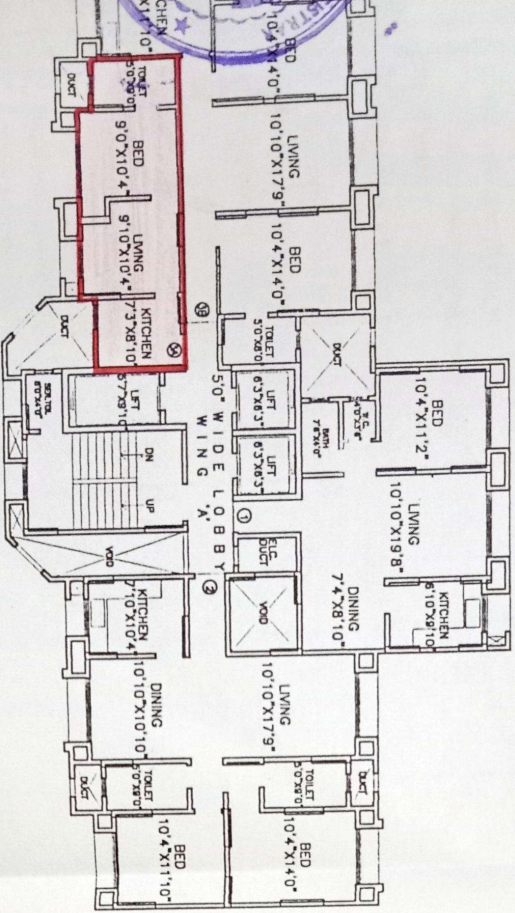
[Handwritten Signature]
Partner.



[Handwritten initials]

LADY RATAN TOWER

Architect
Hafeez
Contractor



TYPICAL FLOOR PLAN

2,3,4,& 5 FLOOR(A-WING)

1,2,3,4,& 5 FLOOR(B-WING)

FLAT NO. 203B 'A' WING 2ND FLOOR

*For Lokhandwala Builders,
Partner.*

SLX

LOKHANDWALA BUILDERS

LADY RATAN TOWER

Architect
Halter
Contractor

17, 20th Floor, Laxmi Building, 100, 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.



LOKHANDWALA BUILDERS

72, Gandhi Nagar, Dainik Shivner Road, Worli, Mumbai-400 018.

Tel. : 492 63 17 • 492 62 49 • 492 62 68 Fax : 91-22-495 04 53

E-mail : lokhand@bom3.vsnl.net.in Website : lokhandwalabuilders.com

Date : 24.4.2000

To,
The Manager
Punjab National Bank,
Ghatkopar (E) Branch,
Mumbai- 400 077.

Ref : Flat No. 203b , 2nd Floor in Lady Ratan Tower, Wing -B
Dainik Shivner Marg, Worli, Mumbai-18, C.S. No. 109(P),
110(P), 1/110(P), of Lower Parel Division,
Permission to Mortgage

Dear Sir,

This is to inform that we have sold Flat No. 203b "A" , 2nd Floor, In Lady Ratan Tower, Wing-A, Dainik Shivner Marg, Worli, Mumbai-18 to Mr. M.E. Husain vide agreement for sale dated 15.3.2000 who is going to avail Housing Loan from you.

We confirm that we have obtained necessary permissions from competent authorities & municipal corporation sanctions Plans of the said construction and out title to the said Flat prior to above agreements was clear and marketable. We confirm that we have not raised loan against the security of the said building and we have not mortgaged the said building to any financial institution / Bank. We further confirm that there are no orders passed by any court restraining us either from constructing the building or from selling the flats to prospective purchasers.

We are aware that the above purchaser has obtained certain Credit Facility from you. We have no objection to your granting a loan to the above purchasers by mortgaging the said Flat with you by way of security for repayment of loan granted to them, we undertake to inform and give proper notice to the co-op society that may be formed of the said Flat. We further undertake that we shall note your encumbrance in our record and shall not give permission to the said purchasers to sale the said Flat to any third person without your written permission.

Yours faithfully,

For **LOKHANDWALA BUILDERS**

(Authorised Signatory)

st.