
**AGREEMENT FOR SALE
OF**

FLAT / SHOP / GARAGE

NO. C-14 ON 1st FLOOR OF

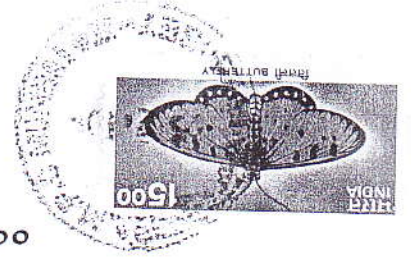
TRISHUL

BUILDING NO.

ON PLOT NO. 47 & 58 (PART) OF
MULGAON VILLAGE, MAHAKALI CAVES ROAD,
ANDHERI (EAST), BOMBAY-400 093

महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी, अंधेरी तालुका,
एम.एम.आर.डि.ए.इमारत, पहिला माळा,
बांद्रा(पूर्व), मुंबई - ४०० ०५१.



जा.क्र./मुजिअ/अयो-०८/ ७५००

दिनांक - ०६/०२/२०१०

प्रति,

A THOMAS JOHN
FLAT NO C १४ TRISHAL CO OP HSG SOC LTD
MAHAKALI CAVES ROAD ANDHERI EAST
MUMBAI ४०००९३

विषय - आपण दि. ०३/१०/२००८ रोजी अभय योजना २००८
मध्ये दाखल केलेल्या दस्ताबाबत.

संदर्भ - १) प्रकरण क्रमांक COA/AY/N/३३४५/०८

२) मा. नो.म.व मु.नि.म.रा.पुणे यांचे पत्र क्र.का-५/

मुद्रांक-०६/प्रक्र.५८/०६/१२२४, दि.१०/०८/०६.

१. संदर्भाधीन प्रकरण (ज्याच्या संदर्भात तुम्ही एक पक्षकार आहात) अभय योजना २००८ (दंड सवलत योजना अंतर्गत) या कार्यालयात दाखल केलेले आहे.

२. Agreement/ Agreement for Sale दस्तऐवजांना मानीव खरेदीखत (Deem Conveyance) समजून मुद्रांक शुल्क आकारण्याची तरतुद दि.१०/१२/१९८५ पासून मुंबई मुद्रांक अधिनियमामध्ये समाविष्ट करण्यात आलेली आहे.

३. अभय योजना-०८ मध्ये Agreement/ Agreement for Sale चा दस्तऐवज दि.०८/१२/१९८५ रोजी निष्पादित झाल्याचे दिसून येत आहे.

४. आपला विक्री करारपत्राचा दस्तऐवज दि.१०/१२/८५ पूर्वीचा निष्पादित झाला आहे. आपला दस्तऐवज निष्पादित झाला त्यावेळी विक्री करारास मानीव खरेदीखत समजून मुद्रांक शुल्क आकारणेची तरतुद नव्हती. सबब त्यावेळचे अनुच्छेद ५(h) प्रमाणे करारपत्रास दिलेले मुद्रांक शुल्क पुरेसे आहे. असे असले तरीही यापुढे जेव्हा केव्हाही खरेदीखत अथवा कन्फर्मेशनचा दस्त होईल त्यावेळी आपणास नियमाप्रमाणे मिळकतीचे खरे बाजारमुल्यांवर पूर्ण मुद्रांक शुल्क भरावे लागेल.

तरी आपण दाखल केलेले विषयांकीत प्रकरणावर कार्यवाही अपेक्षित नसल्याने या कार्यालयाचे स्तरावर प्रकरण निकाली समजण्यात येत आहे.

तथापि ज्या पक्षकारांनी मुळदस्त सादर केले असतील त्यांनी या कार्यालयात समक्ष उपस्थित राहून मुळदस्त स्वीकारावेत.

कार्यालयीन प्रत
मुद्रांक जिल्हाधिकारी, अंधेरी
यांचे सहीची असे.

ae
मुद्रांक जिल्हाधिकारी, अंधेरी

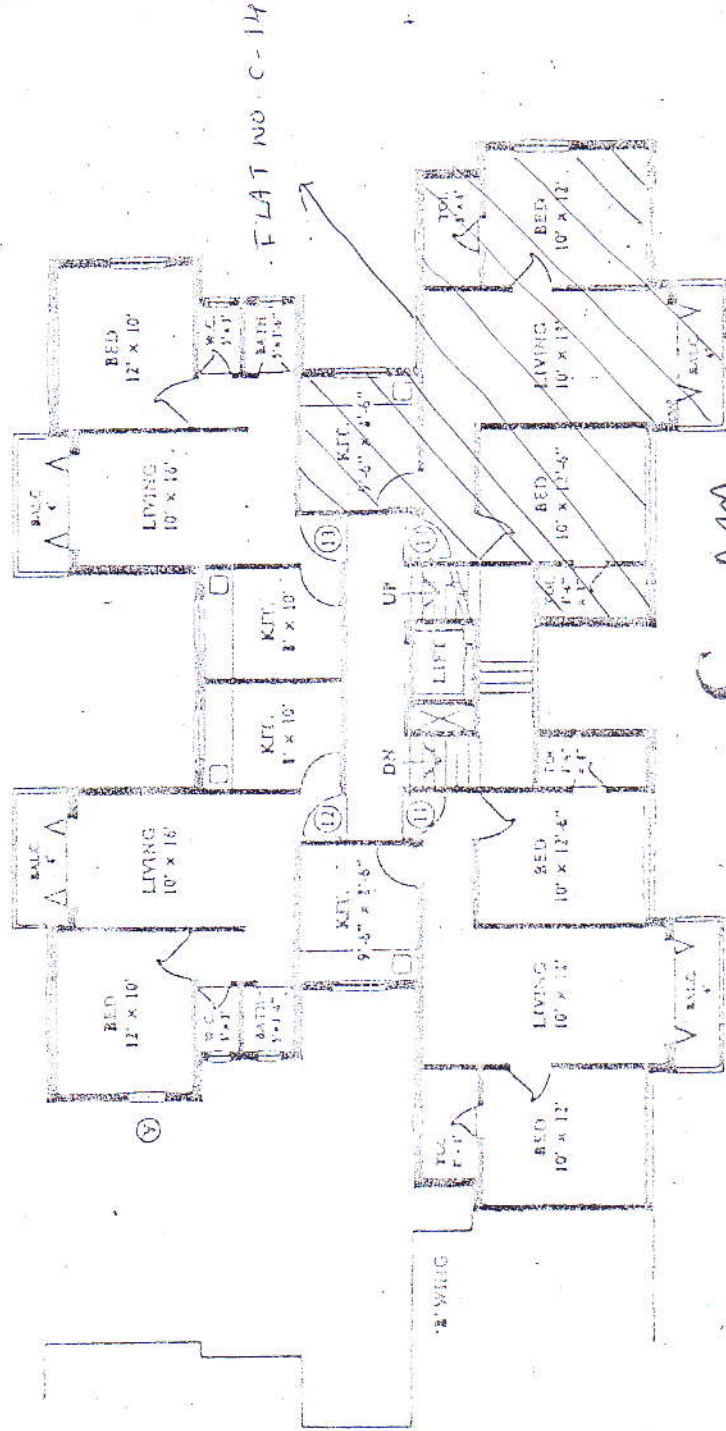
Trishul

GTS No. 28 & 29 Mahabaleshwar Road, Anandhi (East)

APPROX. BUILT-UP AREAS

- FLAT NO. 11 = 850 SQ. FT.
- FLAT NO. 12 = 630 SQ. FT.
- FLAT NO. 13 = 630 SQ. FT.
- FLAT NO. 14 = 850 SQ. FT.

NOTE:
BUILT-UP AREA INCLUDES AVERAGE WALLS.
PROPORTIONATE AREA OF STAIRCASE, LIFT
& COMMON TOILET CELL.

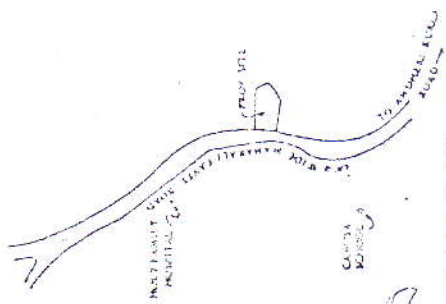


TYPICAL FLOOR PLAN

Amal



SITE PLAN



LOCATION PLAN

RAJESH RAJES

Rajesh Chambers, 12th floor, Nariman Point, Bombay 400 021. Ph: 233229, 233281.

Sailesh, Linking Road, Santacruz (West), Bombay 400 094. Ph: 6147610, 6145715

VIJAY RAJDEJA & ASSOC.
ARCHITECTS
RAJDEJA CHAMBERS, 12th F., NARIMAN POINT,
BOMBAY-400 021. PHONE: 6145715



AGREEMENT

ARTICLES OF AGREEMENT made at Bombay this ^{8/15} day of *December* 1985 Between MESSRS. ASHOKA CORPORATION, a Partnership firm having its office at Raheja Chambers, 12th floor, Nariman Point, Bombay-400 021. hereinafter referred to as "the builders" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners or person for the time being constituting the said firm and their assigns) of the ONE PART AND SHRI/~~SMT.~~/KUM. A. THOMAS JOHN 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 by virtue of and under a Consent Decree dated 26th September, 1984 passed in Bombay High Court Suit No. 2288 of 1984 (Rajan Biharilal Raheja & Others V/s. Lola pereira) the builders are entitled to develop the piece of land situated at Mahakali Caves Road, Andheri (East), Bombay-400 093, more particularly described in the First and Second Schedule hereunder written, together with the bungalow and structures then standing thereon.

AND WHEREAS the Builders planned to develop the said land described in the First and Second Schedule hereunder written by constructing thereon a new buildings which is to be named "TRISHUL" having 3 wings "A", "B", "C" and consisting of Flats, Shops and other Premises.

AND WHEREAS the building plans for such building were sanctioned by the Bombay Municipal Corporation and the necessary I. O. D. and Commencement Certificate have been issued;

AND WHEREAS the said land is free from encumbrances and except for the Builders, no one has any right, title, interest, and/or claim in or over the said immovable property, except the equitable mortgage in favour of Development Co.-op. Bank Ltd., referred to in clause 38 A hereunder.

AND WHEREAS the Allottee has demanded from the Builders and the Builders have given to the Allottee inspection of the Original of the sanctioned building plans and the Commencement Certificate (which the Allottee doth hereby confirm)

AND WHEREAS the Certificate of Title issued by the Builders, Advocate has been inspected by the Allottee (a copy whereof is annexed as Ex. "A" to this Agreement).

AND WHEREAS the Builders will be selling the flat and other premises in the said new building named "TRISHUL" as also the covered and/or open car parking spaces, and garages if permitted, on what is known as "Ownership Basis" with a view that ultimately all the owners of all the flats, and other premises in such new Building and the covered and open car-parking spaces and garages, if permitted, in the compound, should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Society Act, 1960 or they should incorporate a Limited Company with themselves as shareholders and upon the owners of all the flats, and other premises and the covered and open car-parking spaces and garages in the said new multistoreyed building paying in full all their respective dues payable to the Builders and strictly complying with all the terms and conditions of their respective agreements with the Builders (in a form similar to this Agreement) the Builders shall execute the necessary Deed of Conveyance or other appropriate document as the Builders' Solicitors/Advocate may reasonably consider proper, directly in favour of such Co-operative Society or Limited Company (as the case may be) but subject to and in accordance with the terms and provisions of this agreement;

AND WHEREAS the allottee has agreed to acquire from the Builders. Flat/Shop No. ~~C-14~~ on the 1st floor of the said new building and/or covered/open car-parking space No. _____ at stilts level/in the compound (hereinafter referred to as "the said premises") with full notice of the terms and conditions and provisions contained in the documents referred to here in above and subject to the terms and conditions hereinafter contained;

NOW THIS INDENTURE WITNESSETH that is hereby agreed by and between the parties hereto as follows :

1. The Builders shall, under normal conditions complete the said new multi-storeyed building named "TRISHUL" as per the said plans seen and the approved by the allottee (with additional floors if permissible) with such variations and modifications as the Builders 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.

2. The allottee hereby agrees to acquire the said premises, shown on the plan hereto annexed, at or for the lumpsum price of Rs. 2,72,000/- (Rupees Two Lacs Seventy two thousand only)).

3. The allottee agrees to pay the Builders the said consideration or purchase-price of Rs. 2,72,000/- as under :

- (a) 20% of the purchase-price on or before the execution of this agreement as deposit or earnest money;
- (b) 10% of the purchase price on the execution of the plinth of the building.
- (c) 15% of the purchase price on the casting of every slab of "A" Wing of the building (in respect of allottees of flats and other premises in "A" Wing) and 12% of the purchase-price on the casting of every slab of "B" & "C" Wing of the building (in respect of the allottees of the flats and other premises in "B" & "C" Wing). 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) 5% of the purchase-price on the completion of mosaic tile work;
- (e) The balance of the purchase-price at or before taking possession of the said premises;

4. If the allottee commits default in payment of any of the aforesaid amounts strictly with 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, the Builders shall be at liberty to terminate this agreement, in which event, the said deposit or earnest money paid by the allottee to the Builders shall stand forfeited. The Builders shall, however, on such termination, refund to the allottee the part payment/s towards the balance of the purchase-price, if any which may have till then been paid by the allottee to the Builders, but without any further amount by way of interest or otherwise. On the Builders terminating this agreement under this clause, they shall be at liberty to sell off the said premises to any other person as the Builders deem fit, at such price as Builders may determine and Flatholder shall not be entitled to question such sale or to claim any amount from the builders.

5. Without prejudice to Builders other rights under this agreement and/or in law, the allottee shall be liable to pay and hereby agree to pay to the Builders interest at the rate of 18% per annum on all amounts due and payable by the Flatholder under this Agreement, if such amount remains unpaid for seven days or more after becoming due.

6. Possession of the said premises shall be delivered to the allottee after the said new multi-storeyed building named "TRISHUL" is ready for use and occupation PROVIDED all the amounts due and payable by the allottee

under this agreement are paid to the Builders. The allottee shall take possession of the said premises within seven days of the Builders giving written notice to the allottee intimating that the said premises is ready for use and occupation.

7. Possession of the said premises in "TRISHUL" shall be delivered by the Builders to the allottee by the 31st December, 1985. The Builders 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 Builders, then and in any of the aforesaid events the Builders shall be entitled to a reasonable extension of time for delivery of possession of the said premises.

8. If for any other reason the Builders are unable or fail to give possession of the said premises to the allottee within the date specified in clause (7) 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 Builders terminating this agreement, in which event, the Builders shall, within two weeks from the date of such notice, refund to the allottee the aforesaid amount of deposit and the further amount/s that may have been received by the Builders 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 9% per annum from the date of receipt till repayment. The Builders 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 Builders shall be at liberty to sell and dispose off the said premises to any person at such price and upon such terms and conditions as the Builders may deem fit.

9. 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 Builders in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.

10. Commencing a week after notice is given by the Builders to the allottee that the said premises are ready for use and occupation, the allottee shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoing payable in respect of the said premises mentioned in clause (11) hereof.

11. The allottee agrees and binds himself / herself to pay regularly every month, by the 5th of each month, to the Builders 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 Builder or the Co-operative Society or the Limited Company, as the case may be, for (a) insurance premium (b) 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 (c) outgoings for the maintenance and management of the building named "Trishul" as also the lift, 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 Builders at the time of taking possession of the said premises a sum of Rs. 4,000/- / Rs. 3,000/- as deposit towards the aforesaid expenses and outgoings. The allottee shall also keep deposited with the Builders at the time of signing of this Agreement, a further sum of Rs. 500/- as the allottee contribution towards the deposit in respect of water and electric meters, payable to the public authorities and shall further deposit a sum of Rs. _____ /- (Rupees

_____) 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 Builders until the conveyance or other appropriate document is executed in favour of Co-operative Society or to 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 Builders 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 lump sum of Rs. 1,000/- towards legal expenses, incurred or to be incurred by the Builders.

12. The allottee shall not use the said premises for any purpose other than as a private residence (and the car-parking space / garage for parking a motor vehicle).

13. The allottee shall maintain the front elevation and the side and rear elevations of the said building in the same form as the Builders constructed it and shall not any time alter the said elevation in any manner whatsoever, without the prior consent in writing from the Builders.

14. The fixtures, fittings and amenities to be provided in the said building and in the said premises and the materials to be used in the construction of the said building are those as set out in the Third Schedule hereunder written and

the allottee has satisfied himself/herself about the design of the said building and also about the specifications and amenities to be provided therein.

15. 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 in or to the said premises or to the Building or any part thereof, the allottee shall be responsible for any breach of these conditions.

16. Provided it does not in any way affect or prejudice the right of the allottee in respect of the said premises, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said land and/or in the building to be constructed thereon.

17. The allottee shall have no claim whatsoever except in respect of the particular flat, premises car-parking space, hereby agreed to be acquired. The open spaces, unallotted parking spaces, flats, rooms, etc. will remain the property of the Builders, 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 Builders as contemplated by this Agreement.

18. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the land, hereditaments and premises or any part thereof or of the said building/s thereon or any part thereof.

19. 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 Builders 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 Builders.

20. The allottee and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession shall from time to time sign all applications, papers, and documents and do all acts, deeds and things as the Builders and/or the Co-operative Society and/or the Limited Company (as the case may be) may require for safeguarding the interest of the Builders and/or of the other Flatholder in the said building.

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 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 Regulations and the Bye-laws for the time being of the Bombay Municipal Corporation and other local authorities and of Government and other public bodies. The allottee and persons to whom the said premises is 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 parkings 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 Builder within 10 (ten) days of the same being forwarded by the Builders to the allottee. No objection shall be taken by the allottee if any charges or modifications are made in the draft bye-laws of 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 Builders and of the other allottees or 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 and bye-laws.

24. The allottee along with the other allottees who take or have taken the other flats, premises 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 the allottee as the purchaser 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 building and on receipt by the Builders of the full payment of all the amounts due and payable in terms by all the allottees of all the flats premises in the said building and car-parking spaces, and garages (if any) the Builders 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 right of the Builders 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 Builders in respect of the flats, and other portions in the said building and the car-parking spaces and garages (if any) are paid in full as aforesaid the Builders shall (subject to the necessary permission as may be required by law) obtain and/or shall execute the necessary Deed of Conveyance or other appropriate document of the said land (or to the extent as may be permitted by the authorities) and the said new building named "TRISHUL" in favour of such Co-operative Society or Limited 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 Builders and no compensation or other amount shall be payable by the Builders, 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 Builders of all the flats, and premises and car-parking spaces and garages (if any) in the said building and in the compound, the power and authority of the Society or Limited Company so formed or of the allottee and the Purchasers of the Flats, and premises and car-parking spaces, and garages (if any) shall be subject to the over-all authority and control of the Builders 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 Builders shall have absolute authority and control as regards the unsold flats, other spaces and car-parking spaces and garages (if any) and the disposal thereof. The Builders shall be liable to pay only the Municipal Taxes, at actuals, in respect of the unsold flats, and/or car-parking spaces and garages (if any). 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 disposal by the Builders of all the flats, and/or car-parking spaces,

and garages (if any) then and in such case the Builders shall join in as the Promoter/member in respect of such unsold premises as and when such premises are sold to be persons of the choice and at the discretion of the Builders, 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 shall be at the discretion of the Builders to decide whether a co-operative society should be got registered or a limited company should be got incorporated. On the Builders making their decision aforesaid, the allottee and the other persons who have acquired or who acquire 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. Shri C. B. Wadhwa, Advocate of the Builders, 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 and expenses, 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 other premises in the said 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 Builders at the time of taking possession of the said premises, but it shall not carry interest during the time it lies deposited with the Builders.

29. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the allottee. The allottee will lodge this agreement for registration and the Builders will attend the sub-registry and admit execution thereof, after the allottee informs them the number under which it is lodged.

30. If the Builders so decide, the Builders shall be entitled to obtain/have obtained even prior to the registration or incorporation of the co-operative society or limited company, (as the case may be) a Conveyance in respect of the said immovable property described in the First Schedule hereunder written, in favour of one or more persons who have taken and/or who may

take from the Builders, a flat, or other premises in multi-storeyed building known as "TRISHUL". If the Builders so exercise their right reserved to them under this clause, the person or persons in whose favour the Conveyance is obtained (hereinafter referred to as "the Promoter") shall be bound by the undermentioned conditions and provisions, and suitable provisions for the same may, if so desired, also be contained in the Deed of Conveyance or other appropriate document.

- (a) The promoter shall be obliged to transfer the immovable property (so conveyed in his/their favour under such Conveyance) in favour of the Builders, if any of the allottees who have taken and/or who take on ownership basis from the Builders, the Flat, and/or other portions in the aforesaid building fails to pay as per the ownership agreement, the consideration money in full payable by the allottee concerned to the Builders and further that still such time the Promoter/s shall hold such immovable property with himself/themselves and shall not transfer it to any such incorporate body.
- (b) Though the Builders obtain such Conveyance in favour of the Promotor/s, the Builders shall be entitled to retain possession of the said immovable property described in the First Schedule hereunder written and to continue with the development thereof and to complete the said new building and structures as planned by the Builders and that till the time the Builders recover in full all their dues thereof from the allottees who have taken or who may thereafter take the flats, and other portions in the said building the Builders shall have the first and paramount charge and lien on the said immovable property described in the First Schedule hereunder written and on the said building and further that the Builders shall be entitled to retain possession of the said immovable property and the said building till the time all their dues aforesaid are received by the Builders in full.
- (c) Though the Builders obtain such conveyance in favour of the Promotor, the Builders shall be entitled to continue to sell on ownership basis the unsold flats, and other portions in the said building as also to recover and receive from the allottees who have taken or who may thereafter take from the Builders on Ownership Basis the Flats, and other portions of the said building and the obtaining of such Deed of Conveyance shall not in any manner affect the rights and remedies of the Builders under the ownership agreement, the intention being that all such rights and remedies shall continue to be in full force and effect and that the obtaining of the said Deed of Conveyance shall be without prejudice to such rights and remedies of the Builders;

- (d) The Promotor/s shall be obliged, whenever required by the Builders after the Co-operative Society is registered or the Limited Company is incorporated, as the case may be, to transfer in favour of the Co-operative Society or Limited Company, as the case may be, (without demanding or charging any consideration) interest in the said immovable property described in the First Schedule hereunder written which would be obtained under the said Deed of Conveyance, but subject to the other terms and conditions of this Agreement.
- (e) The allottee shall be required to bear and pay to the Builders the proportionate contribution of the allottee, of the Stamp Duty and Registration charges that may have been paid and/or that may be paid in respect of such Conveyance and/or such other appropriate document/s in favour of the Promoter/s and/or the Co-operative Society/Limited Company, referred to in this clause.

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 and/or 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 building in proportion to the respective costs of their flats, or other spaces or car-parking spaces. The allottee agrees to pay to the Builders 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 purchase price of their flats, and/or car-parking space.

33. The allottee agrees and binds himself to pay to the Builders his provisional monthly contribution of Rs. 350.00/250.00 per month towards the aforesaid out-goings, 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 Builders of the total consideration 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 'TRISHUL' 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 Builders on ownership basis, or if the Builders have not obtained in full, the consideration money receivable by them from all persons, who purchased the flats, and other portions in the said property, then and in any of such events, the Builders 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 :

Delmon Press / c/o Mr. Kuman
P.O. Box 742 / 61-A, Twin Towers
Bahrain / Off. v.s. mang
Prabhadevi, Bombay-25

36. The allottee shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon 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 Builders 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 structure 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. IT IS CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the Builders shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the terrace above the top floor of the said new building subject to necessary means of access to be permitted for such purposes so as to reach the water tank and lift-room of the building. The Purchaser of such terrace shall be entitled to make use of the same for all purpose, whatsoever as is permissible by law.

38. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said new building, if any, shall belong exclusively to the respective

Purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace allottee.

(38A) The Builders have borrowed, from Development Co.-op. Bank Ltd. a sum of Rs. 30,00,000 /— on the Security, by way of Equitable Mortgage by deposit of Title Deeds, of the said immovable property described in the First Schedule hereunder written. This loan liability (inclusive of interest) shall be cleared by the Builders, at their own expense, before the said premises are handed over to the flat-holder, and in the meantime the Builders shall keep the flat-holder indemnified against the same. On this basis the flat-holder gives his/her express consent/concurrence to the Builders having obtained such loan on the aforesaid Security.

39. The Builders 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.

40. If at any time prior to or even after the execution of the Deed of Conveyance, or other appropriate document, the F. S.I. at present applicable to the said land is increased, such increase shall enure exclusively for the benefit of the Builders and/or their nominees, without any rebate to the allottee.

IN WITNESS WHEREOF the parties hereto have hereinto 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 Builders)
)
)
M/s. ASHOKA CORPORATION)
)
through the hand of Mr. B. S. RAHEJA)
)
.....)
)
the partner in presence of)
)
.....)

For ASHOKA CORPORATION



Partner

SIGNED SEALED AND DELIVERED

by the withinnamed Mr./Mrs./Kum.)
)
..... A. THOMAS JOHN)
)
in the presence of)
)
.....)

x 

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground admeasuring approximately 2108.7 Sq. metres (equivalent to 2522 Sq. yards.) or thereabouts, which has a bungalow standing thereon, situated at Mahakali Caves Road, in Village Mulgaon, Andheri, East, in the Registration Sub-District and District of Bombay City and Bombay Suburban, being part of land bearing C.T.S. No. 28 & 29 and being part of the undermentioned Survey Nos. and Hissa Nos. :

<u>Survey No.</u>	<u>Hissa No.</u>
47	7 (Part 2)
47	7 (Part 3)
58	2 (Part)
58	3 (Part)
58	4 (Part)

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THOSE two strips of land or ground along the northern and southern boundary of the property described in the First Schedule hereinabove written, such two strips of land together admeasuring 874.3 Sq. metres (equivalent to 1046 Sq. yards.) or thereabouts situated at Mahakali Caves Road, in Village Mulgaon, Andheri, East, in the Registration Sub-District and District of Bombay City and Bombay Suburban, being part of the undermentioned Survey Nos. and Hissa Nos. :

<u>Survey No.</u>	<u>Hissa No.</u>
47	7 (Part 2)
47	7 (Part 3)
58	2 (Part)
58	3 (Part)
58	4 (Part)

THE THIRD SCHEDULE ABOVE REFERRED TO :

STANDARD SPECIFICATIONS

1) FLOORING :

- (a) Living, Bed-room, Passages-white, Mosaic Tiles 10"x10" with skirting.
- (b) Kitchen-Grey Mosaic Tiles with skirting 10"x10"

2) KITCHEN PLATFORM :

- 2 feet wide marble top and glazed tiles dado (4' x 4' white tiles upto 1 feet 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—Louvred 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) LIFT :— One 5 passenger Lift in 'B' and 'C' wing

7) 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.	—	—	—

8) (a) TOILETS, 2 BED ROOMS :

- (1) Master Bath : Open Plumbing 4" x 4" White glazed tiles/Marble tiles, whichever is available. 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 / Marble tiles, whichever is available, upto 4 feet height, white wash basin, white English/Indian W.C. pan with tank, mirror, shower and Jali.

(b) 1 BED ROOM :

- (1) BATHROOM : Open plumbing, 4" x 4" White glazed tiles/Marble tiles, whichever is available, 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")

JEROME F. SALDANHA
LL. B.
ADVOCATE
HIGH COURT, BOMBAY

4, Brightlands, 195, Turner Road,
Opp. Maharashtra State Co-op. Bank Ltd.,
Bandra, BOMBAY-400 050.
Tel. : 53 95 64

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of Mrs. Lola Pereira to the property more particularly described in the Schedule hereunder written. By an Agreement dated 25th June 1984, the said owner, Mrs. Lola Pereira has agreed to sell and give full development rights in respect of the said property to Mr. Rajan Raheja or his nominees. In pursuance of the said agreement of sale, the said Mrs. Lola Pereira has put the said Mr. Rajan Raheja in possession of the property.

In my opinion the title of the said Mrs. Lola Pereira to the said property is clear, free from all encumbrances and is marketable.

THE SCHEDULE ABOVE REFERRED TO :

Immovable property consisting of land admeasuring 2108.7 sq. metres equivalent to 2522 sq. yards or thereabouts being part of land bearing C.S.T. Nos. 28 and 29 together with the bungalow standing thereon situated at Mahakali Caves Road, Village Mulgaon, Andheri (East), Bombay Suburban District, Registration Sub-District Bandra, Registration District Bombay Suburban.

Bombay,

Dated this 30th day of January 1985.

(Sd/-)
(J. F. Saldanha)
Advocate

DATED THIS 8th DAY OF DEC 1985

MESSRS ASHOKA CORPORATION

AND

Shri / Smt. / Kum. A. THOMAS JOFIN

AGREEMENT FOR SALE

Agreement in respect of Flat / Shop No. C-14

on the 1st floor of

"TRISHUL"

Building No. _____

and / or covered / open car parking space No. _____

on Plot No. 47 & 58 (Part) of
Mulgaon Village, Mahakali Caves Road,
Andheri (East), Bombay-400 093