



REG. NO.	239
DATE:	15/2/15



AGREEMENT FOR SALE

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AN AGREEMENT made at Bombay this 7<sup>th</sup> day of November 1986 BETWEEN M/s. RAJESH BUILDERS, a partnership firm having its Adm. Office at Sakesaria Chambers, Nagindas Master Road, Fort, Bombay 400 023 hereinafter called the "VENDORS" (which expression shall unless repugnant to the context or the meaning thereof mean and include the partner or partners for the time being of the said firm the survivor or survivors of them and the heirs, executors, administrators of the last survivor, their pis or her assigns) of the One Part AND Mr Tarachand Gilani and Mrs. Urvashi T. Gilani of Bombay Indian Inhabitant hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or the meaning thereof mean and include his/her heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS by virtue of six Agreements in writing with the several owners, particulars including the dates of the Agreement and the names of the owners and the Purchasers are contained in the First Schedule hereunder written, Elias Simon Andrades and others, partners of M/s. Andrades & Associates, became entitled to construct buildings on the six pieces or parcels of land situate at Village Eksar, Taluka Borivli District Bombay Suburban more particularly described in the Second, Third, Fourth, Fifth and Sixth Schedules hereunder written and to purchase development rights therein on the terms and conditions contained in the said six agreements for sale.

AND WHEREAS pursuant to the terms of the said Agreements for sale, the owners of the said six pieces of land situate lying and being at Village Eksar, Taluka Borivli, District Bombay Suburban placed the said M/s. Andrades & Associates in possession of the said pieces of land and executed in favour of the partners of the said firm irrevocable Power of Attorney for the purpose of development of the said pieces or parcels of land.



AND WHEREAS by a Development Agreement dated 15th April 1981 and made between Elias Simon Andrades and other partners of M/s. Andrades & Associates therein as also hereinafter called the "firm" of the one part and the Vendors herein therein called the Developers of the other part in consideration therein mentioned, the Vendors agreed to undertake and implement at their own costs the housing scheme as may be sanctioned under Section 21 of the Urban Land (Ceiling and Regulation) Act 1976 and other provisions of the said Act for the purpose of developing the said pieces or parcels of land by constructing building containing dwelling units and to sell the said lands to Co-operative Societies or Society to be formed by the Purchasers of such dwelling units.

AND WHEREAS the six pieces or parcels of land form a contiguous area, and are collectively described in the eight Schedule hereunder written.

AND WHEREAS by and under the said development Agreement dated 15th April 1981 the said firm agreed to place the Vendors in possession of the said pieces of land in three parts, possession of each part being handed over to the Vendors as therein specified and mentioned in the said development agreement.

AND WHEREAS as mentioned in clause 9(b) of the said Development Agreement the said firm delivered possession to the Vendors of the said land and more particularly described in the eight Schedule hereunder written with a right to develop the same and to construct building etc.

AND WHEREAS the Vendors have commenced construction of buildings on the said portion of the land described more particularly described in the ninth schedule hereunder written.

AND WHEREAS the said firm has appointed some of the partners of the Vendors as substitutes in their place and stead under the Power of Attorneys executed by the said owners in favour of the partners of the said firm containing several powers for development of the property and obtaining the orders for development under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976.

AND WHEREAS by an order dated 6th April 1984 bearing No. C/ULC/SEC-21/SR-III, 86 issued by the Commissioner, Konkan division and Competent Authority ULC Greater Bombay permission is granted under Section 21 of the said Act to the said M/s. Andrades & Associates to develop the said pieces of land described in the Second, Third, Fourth, fifth, Sixth and Seventh Schedules hereunder written by constructing buildings thereon on the terms and conditions therein contained, and accordingly by virtue of the said development Agreement with the firm, the Vendors have become entitled to construct on the said pieces of land as aforesaid.

AND WHEREAS the Vendors have got sanctioned plans for construction of building on the said portion of the land described in



the Ninth Schedule hereunder written and have commenced construction work of buildings thereon and the Vendors are selling various dwelling units/flats/shops/garages/parking spaces/open terrace/open stilt etc. in the said proposed building on ownership, basis Known As Raj Towers.

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase unit/flat/shop/garage/parking space/open terrace/open stilt hereinafter mentioned subject to the terms and conditions mutually agreed upon as herinafter appearing.

AND WHEREAS prior to the execution of these presents the Purchaser has taken inspection of the several agreements and the Power of Attorneys and other documents pertaining to the said pieces of land and is fully aware of and conversant with the terms and conditions thereof.

AND WHEREAS the Vendors have furnished to the Purchasers such of the documents as are required to be furnished to the Purchasers under the rules framed under the Maharashtra Ownership Flats Act as demanded by the Purchaser.

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

1. The Vendors are constructing the said buildings on the said several pieces of land situate at Village Eksar, Taluka Borivli, District Bombay Suburban and more particularly described in the Ninth Schedule hereunder written in accordance with the plans and specifications which have been kept at the building site and in office of the Vendors for inspection and which Purchaser has also approved and in accordance with such plans as may be sanctioned hereinafter and has agreed that the Vendors may make such variations and modification as may be required to be done by them and/or by any other authority concerned.

2. The Vendors shall have the right to make changes alterations, amendments, additions in the plans and in the buildings from time to time without the permission of the Purchaser and the Purchaser along with other purchasers of flats shall have no objection to the same.

3. The Purchaser prior to the execution of this Agreement satisfied himself/herself about the title of the owners of the said land and he/she shall not be entitled to investigate the title of the owners and no requisitions or objections shall be raised on any matter relating thereof. A copy of certificate issued by M/s. Mahimtura & Co., Advocates & Solicitors as regards the title of the said lands described in the first schedule hereunder written is annexed hereto and marked as Ex. A.





of 'B' the wing in the said buildings known as RAJ TOWERS to be constructed on the said lands as aforesaid.

5. The Buildings will be constructed in accordance with the plans and specifications which have been kept with the Vendors at their office and at the Buildings site for inspection and which the Purchaser has been approved and the Purchaser has also agreed that the Vendors may make such variations and modifications as may be required to be done by the Government Municipal Corporation of Bombay or any other local authorities and as the Vendors may consider desirable and this shall operate as an irrevocable consent of the Purchaser. The Purchaser shall not raise any objection in respect of the correctness of the area of the land the area mentioned in the First Schedule hereunder written which shall be deemed to be accepted by the Purchaser.

6. The Purchaser hereby agree to purchase flat/shop/parking space/garage No. 507 on the 5th floor of B wing in the said buildings as per plans and specification seen and approved by him/her with amenities mentioned in the Second Schedule hereunder written. The purchase price payable by the Purchaser in respect of the said flat/shop/parking space/garage No. 507 shall be Rs. ~~197600/-~~ <sup>197600/-</sup> (Rupees ~~One lac Ninety six thousand Seven~~ <sup>One lac Ninety six thousand Seven</sup> only) and shall be paid as under :-

- 1. Rs. 20000 on the execution hereof.
- 2. Rs. 21500 on or before plinth.
- 3. Rs. 21500 on casting of the 1st slab.
- 4. Rs. 21500 on casting of the 2nd slab.
- 5. Rs. 21500 on casting of the 3rd slab.
- 6. Rs. 21500 on casting of the 4th slab.
- 7. Rs. 21500 on casting of the 5th slab.
- 8. Rs. 21500 on casting of the 6th slab.
- 9. Rs. 21500 on casting of the 7th slab.
- 10. Rs. 56000

against conveyance in respect of the said property or any part thereof in favour of any Co-operative Society, Limited Company or Condominium Apartment as the case may be and possession in respect of the said premises will also be handed over to the Purchasers simultaneously with the conveyance in respect of the said property or any part thereof.

A certificate of the Vendors, Architects shall be conclusive proof that the plinth or the respective slab or the work upto any parti-

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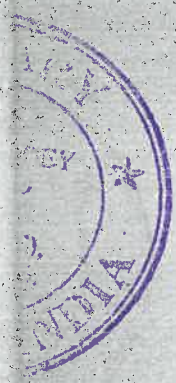


7. It is agreed that on failure of payment of any amount due under this Agreement whether formally demanded or not, the Vendors shall have interalia without prejudice to other rights and option the Vendors shall be entitled to terminate this Agreement and forfeit the money paid by the Purchaser and thereafter the said Purchaser shall have no claim of any amount of nature whatsoever against the Vendors and thereupon the Vendors shall be fully entitled to sell and dispose of the said flat to any one else on such terms and conditions as the Vendors may deem fit and the Purchaser shall not be entitled to make any claim or dispute and shall no right, title, interest or demand of any nature whatsoever either under these presents or otherwise either against the said flat or building or the Vendors.

8. The purchaser hereby agrees to pay regularly on demand to the Vendors until the property is transferred assigned to the Co-operative Housing Society or the body corporate to be formed of the purchaser of flats in the building and thereafter of the said Co-operative Housing Society or the Body corporate as the case may be his/her proportions share of all the outgoings mentioned in the schedules hereunder written. The purchaser hereby agrees to pay to the Vendors before taking possession of the said flat/shop No. 507 a sum of Rs. 3,000/- towards the aforesaid outgoings. The said sum of Rs. 3,000/- shall not be refundable and vendors shall not be liable to give any account and/or explanations to purchaser of said sum which he utilised for or towards any temporary or permanent deposit to be made at the Municipal Corporation of Greater Bombay OR Bombay Suburban Electricity Supply Ltd. or any other agency or any other concerned authority including deposits in connection with electric supply, electric sub station, street light deposit, electric meters, water supply, water meters, sewerages, road deposit, drainages etc. and local or Government rates, taxes, and charges Revenue taxes premium or betterment taxes collectors bills, insurance, sanitations, property taxes and all legal cost and expenses in connection with formation registration of Co-operative Housing Society or a body corporate or an association and expenses or Registration charges and fees of vendors Attorneys. It is clearly agreed and understood that if the said amount is insufficient to meet the aforesaid expenses, the purchaser shall pay the difference amount immediately on demand. the said sum shall not carry any interest and the same will not be refunded to the said Co-operative Housing Society or the Body Corporate as the case maybe when it is formed and registrations and the property is finally transferred assigned or conveyed to the said Co-operative Housing Society or Body Corporate.

a It is agreed that notwithstanding the aforesaid purchaser shall pay to the Vendors after obtaining occupation certificate of the building a sum of Rs. 200 per month for his/her proportionate share of maintenance taxes and outgoings in respect of the said flat till the Society or other incorporated body is formed and registered charge of the building is handed over by the Vendors.

The purchaser shall at his/her/their own cost get this ownership flat Agreement Registered with Sub-Registrar of Assurances within a period of two months from the date of execution of this agreement, and in event of the purchaser failing to get the



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9. The Purchaser hereby also agrees to deposit a sum of Rs.251/- towards the Share Capital and Entrance Fee of the proposed Co-operative Housing Society or a Limited Company or an Association as the case may be on or before taking possession of the said flat/garage/shop.

10. Without prejudice to the Vendors' other rights under this Agreement and/or in law, the Purchaser shall be liable to pay interest at the rate of 24% percent per annum of all amounts due and payable under this Agreement if the same remain unpaid for seven days or more after becoming due.

11. The Vendors agree to give possession of the said flat/shop/garage/parking space to the Purchaser subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as earthquake, flood or any other cause beyond the control of the Vendors and/or if non-delivery of possession is as a result of any notice, order rule or notification of the Municipal Corporation and/or Government and/or any other public or local authority or as a result of any unforeseen circumstances then in such event the Vendors shall not be liable for any charges or claim of any nature whatsoever.

12. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said piece of land. Such confirmation shall take place only upon the Co-operative Society or Limited Company or Association to be formed by the Purchaser of different flats in the said buildings and on the execution of conveyance in favour of such society Limited Company or Association as herein mentioned.

13. The Purchaser shall have no claim save and except in respect of flat agreed to be purchased by him/her i.e. open spaces, lobbies, terrace etc. will remain the property of the Vendors until the whole property is transferred to a Co-operative Society, a Limited Company or an Association of flat purchaser as herein mentioned.

14. The Vendors shall have a right until the execution of the conveyance as aforesaid to make addition or put up additional structures or stores shall be the property of the Vendors who will be entitled to dispose off the same in such manner as they deem fit, Provided that the above provision does not in any way effect or prejudice the right herein granted in favour of the Purchaser in respect of the flat agreed to be purchased by the Purchasers. The Vendor shall be at liberty to sell assign or otherwise with or dispose of their right, title and interest in the said piece of land or in the said buildings to be constructed by the Vendors. The Vendors shall be entitled to use the terrace of the building for any purpose including the display of Advertisements and sign boards and the Purchaser shall not be entitled to raise any objection or ask for any abatement in the price of the flat and/or claim any compensation or damages on the ground of inconvenience or any other ground whatsoever and the deal of conveyance to be executed in pursuance hereof shall contain reservation of the aforesaid rights in favour of the Vendors.



15. As soon as the buildings are ready and complete for occupation Vendors will intimate the Purchasers in writing and simultaneously against the execution of conveyance in respect of the said property or any part thereof either building-wise or on plot-wise the Vendors will place the Purchasers in possession of the said premises. The Purchaser hereby agrees to pay to the Vendors all the amounts due and payable by him/her to the Vendors under this agreement on or before the said date and take possession of the said flat. If, the purchaser, for any reason whatsoever fails to pay the aforesaid amount on or before the said date then the Vendors shall be entitled to forfeit the amount previously paid by the Purchasers under this Agreement and the Purchaser shall lose all rights in the said flat/shop/garage the said building and the said plot, and liable to bear and pay all the expenses and charges in respect of the said flat and also his/her proportionate share of all the outgoings mentioned in the Second Schedule hereunder written even if he/she might take possession then the date so notified.

16. Notwithstanding what is contained herein to the contrary it is agreed that the Builders will place the Purchasers in possession of the said premises only upon the Conveyance in respect of, the said lands or any part thereof is executed in favour of any Co-operative Society, Limited Company or Condominium of Apartments as the case may be and not earlier, Provided that if the Purchaser requires possession of the flat/premises before the execution of Conveyance then the Purchaser shall pay the stamp duty and registration charges on this agreement or on any other document as may required by law.

17. Under no circumstances possession of the said flat/shop/garage shall be given by the Vendors to the Purchaser until all payments required to be made by the Purchaser to the Vendors are paid.

18. The Vendors shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first and paramount lien and charge of the said flat/shop/garage agreed to be purchased by the Purchaser.

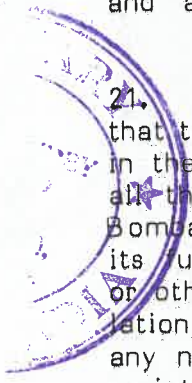
19. The Vendors shall cause the owner to execute conveyance or conveyances or leases or assignment in respect of the said pieces of land and construction thereof in favour of a Co-operative Societies Limited Companies or an Associations of Purchaser that may be formed by the Purchaser of the flats/shops/garage in the said building, in case the Vendors shall have taken conveyance in their favour earlier from the owners the Vendors shall execute such conveyance in favour of the Co-operative Society or the Limited Company of the Association that may be formed by the Purchaser of the flats/shop/garage as aforesaid. Such conveyance will be prepared by the Vendors legal advisers and the Purchasers shall pay the legal expenses of the cost of conveyance to the Vendor Solicitors or Advisers.

20. It is expressly agreed between the Vendors and the Purchaser that notwithstanding what is contained in these present the Vendor shall have option even prior to the registration of Co-operative Society Limited Company or Condominium of Apartment as the case may





Ninth Schedule hereunder written either in their favour or in favour of one or more persons who maybe purchaser or purchasers of flat and other premises in the said proposed buildings to be now as RAJ TOWERS or in the name of such person or persons or which may be the promoters of the proposed Co-operative Society, as defined under the Maharashtra Ownership Flats Act, 1962 and in the event of such conveyance or conveyances being taken by the Vendors in favour of any of the aforesaid person or persons as the case may be then and in that event such person or persons shall transfer the said lands in favour of any Co-operative Society Limited Company or Condominium of apartments upon compliance of all the terms and conditions of his agreement by the purchaser and other purchasers of flats in the said buildings to be known as 'Raj Towers' and upon all such flats and other units being sold and full amount of consideration being received by the Vendors and all terms conditions and covenants of such agreement or agreements being observed and performed by the Purchaser and all such purchasers of flats/shops/garages and other premises.



21. It is expressly agreed between the Vendor and the purchaser that the Vendor shall be fully entitled to develop the said lands described in the Second Schedule hereunder written by exploiting and/or utilising all the F.S.I. which may become available thereon under the present Bombay Municipal Corporation Act Development Control Rules and its future amendment or re-enactment and also any additional further or other F.S.I. which may become available by virtue of any new legislation or change in the present statute Act or Rules or by virtue of any new scheme directive or policy being decided, announced adopted or introduced either by the State of Maharashtra, Central Government or other body or authority at any time hereafter. The purchaser hereby irrevocably agrees not to object to any amended building proposals and/or plans which may be submitted or got sanctioned by the Vendors for the purpose of utilising, F.S.I. or additional further F.S.I. which may become available on the said lands. The Vendors shall be entitled to use the F.S.I. of D.P. roads passing through the land described in the eight schedule hereunder written in the construction.

22. It is expressly agreed between the Vendors and the Purchaser that the Vendors shall be entitled to give allot sell assign lease or allow to be occupied or used any open space including any terraces and also the terrace on the top floor of the said building to be known as "RAJ Towers" for consideration and with right of ownership and/or occupancy and/or on lease as the Vendors may deem fit in their absolute discretion and the Purchasers hereby expressly agree declare and confirm not to raise any dispute or objection to such sale, lease, assignment, transfer or otherwise howsoever by the Vendors of such open terrace as the case may be.

23. Till the date the said buildings shall not be separately assessed for Municipal charges and water rates, purchasers shall pay his proportionate share of the water tax or other Municipal taxes and outgoings assessed on the whole building. Such proportion to be worked out on the basis of the area of flat/shop/garage to be purchased by the Purchaser.

24. The Purchaser hereby agrees that in the event of any amount by way of premium to the Municipality or to the State Government



or betterment charges or development tax land under construction tax S.W. Charges, pro rata cost or charges shopping premium, stamp duty, or payment of similar nature becoming payable by the Vendors the same shall be reimbursed by the Purchaser in proportion to the area of the flat/shop/garage agreed to be purchased by the Purchaser.

25. The Purchaser shall maintain at his/her costs the flat/shop/garage agreed to be purchased by him/her in the same good condition state and order in which it is delivered to him/her and shall abide by all bye-laws, rules and regulations of the Government, or any other authority or local body and shall attend, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

26. The Purchaser hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become and payable time in this respect being the essence of the contract, further the Vendors are not bound to give notice requiring such payments and the failure thereof shall not be pleaded as an excuse for non-payment of amount or the amounts on the respective due dates.

27. The Purchaser hereby covenants with the Vendors to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants, conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Vendors.

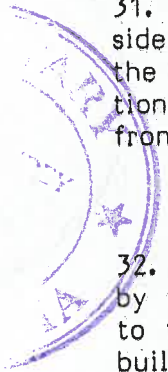
28. The Purchaser hereby agrees and undertakes to be member of the Limited Company or the Co-operative Housing Society or incorporated body to be formed in the manner herein appearing and from time to time to sign and execute the application for registration, other papers and documents necessary for formation and registration of the Limited Company or the Co-operative Housing Society the incorporated body including the proposed bye-laws of such society and duly fill in, sign and return within 7 days of the same being forwarded by the Vendors to the Purchaser. No objection shall be taken by the Purchaser if changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or other Competent Authority. The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as the Vendors may require the Purchaser to do from time to time for safe-guarding the interest of the Vendors and or other Purchaser of flats in the said buildings. The Purchaser, agrees to sign and deliver to the Vendors before taking possession of the reasonably necessary and required by the Vendors including possession letter, electric meter forms, membership application for proposed society or company or any other association etc. Failure to comply with the provision of this clause will render this Agreement ipso-facto to come to an end and the earnest or deposit money and other money paid by the Purchaser shall stand forfeited to the Vendors.



29. The Purchaser hereby covenants to keep the walls of the flat/shop/garage and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenenable repairs and conditions and in particular so as to support shelter and protect the part of the building other than his/her flat/shop/garages.

30. The Purchaser shall use the said flat only for residential purpose.

31. The flat holder shall maintain the front elevations and the side and rear elevations of the said building's in the same form as the Builders construct it and shall not at any time after the said elevation in any matter whatsoever without the prior consent in writing from the builders.



32. On the completion of all the said buildings and on receipt by the Builders of the full payment of all the amount due and payable to them by all the Flat holders of all the flat, shops in all the said buildings garages and car parking spaces, the builders shall co-operate with the Flat holders in forming, registering or incorporating a co-operative society or a Limited Company, the right of the members of the Co-operative Society or of the Limited Company, as the case may be, being subject to the rights of the Builders under this agreement and the conveyance 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 amount due and payable to the builders in respect of the flats, shops and other portions in the said building's garages and the car parking spaces 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 conveyance of the said land (or to the extent as may be permitted by the authorities) and the said building's in favour of such Co-operative Society or Limited Company as the case may be, such conveyance shall be in keeping with the terms and provisions of this Agreement. No liability responsibility shall attach on the Builders and no compensation or other amount shall be payable by the Builders, of any part of the said land is not permitted to be conveyed.

33. In the event of the society or the Limited Company being formed and registration before the sale and disposal by the Builders of all the flat, shops and other spaces, garages and car parking spaces in the said buildings and in the compound the power and authority of the society or limited company so formed or of the flat holder and the Purchasers of the flats, shops and other spaces and car parking spaces shall be subject to the over all authority and control of the builders in respect of any of the matters concerning the said buildings, 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 spaces and the disposal thereof. The Builders shall be liable to pay only the Municipal taxes, at actuals, in respect of the unsold flats, shops, garages and/or car parking spaces, in case the conveyances 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, shops and/or car parking spaces, then the Builders shall join in as the Promoter member



in respect of such unsold premises and as and then such premises are sold to the 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 members the purchasers of such premises, without charging any premium or any other payment.

34. It shall be at the discretion of the Vendors 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 flat holder and the other persons who have acquired or who acquire the other flats, shops, garages 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 of the plot of land with the Buildings and structures thereon, as may be.

35. If the Vendors so decide, the Vendors shall be entitled to obtain (even prior to the registration or incorporation of the Co-operative Society or Limited Company, as the case may be) conveyance in respect of the said land described in the eight/ninth Schedule hereunder written, in favour of one or more persons who have taken and/or who may take from the Vendors, a flats, shop, garages or other portions in the multi-storeyed buildings being constructed. 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 conditions and provisions herein contained and suitable provisions for the same may, if so desired, also be contained in the deed of conveyances.

36. It is clearly understood and agreed by and between the parties hereto that the Vendors 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 building/s subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the buildings. The purchaser of such terrace shall be entitled to make use of the same for all purposes, whatsoever, as permissible by law.

37. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace are intended for the terrace flat such terrace space are intended for exclusive use of the respective terrace purchaser.

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

39. The flat holder has agreed to the undermentioned terms and conditions (which are in integral and essential part of this agreement and the condition on which the Vendors have agreed to sell to the



40. The Vendors shall be entitled either to demolish any or all of the existing old structures and/or to renovate the same and/or to put up other buildings and/or structures in the compound in lieu of and in addition to the existing old structures and to dispose of the same and/or portions thereof on ownership basis to persons willing to purchase the same.

41. The person who purchase such old and/or renovated and/or structures and/or portions thereof, would also become members of the Co-operative Society or Limited Company to be got registered in pursuance of this Agreement.

42. The flat holder and/or the Co-operative Society or Limited Company shall not cause any obstruction or hindrance in the way of the Vendors demolishing and/or renovating the existing old structures and/or constructing new buildings or structures in the compound and/or obtaining occupation certificate and/or Completion Certificate in respect thereof.

43. The Vendors shall be entitled to allot for exclusive use, the open spaces of land on the adjoining side (abutting on) to the person who purchase on ownership basis bungalows/flat/garages in the building known as "Raj Towers". None of the flat holders of the other premises in any of the buildings nor the Co-operative Society or Limited Company when formed, shall be entitled to object to such allotment or interfere with such exclusive use of such open spaces of the land by the owner concerned.

44. The Purchaser shall not without the written permission of the Vendors let, sub-let, transfer, convey, mortgage, charge, or in any way encumber or deal with or dispose of his/her flat or assign under let or part thereof or in the said flat/shop/garage until the execution of the conveyance in favour of the Co-operative Society or a Limited Company and till the Purchaser shall have paid to the Vendors all the moneys payable to the Vendors under this Agreement. It is agreed that in the event of the purchaser transferring his/her interest under this agreement or in the said flat/shop/garage before the execution of the conveyance as aforesaid and before payment to the Vendors the entire purchase price payable hereunder, the Purchaser shall pay to the Vendors transfer fee at the rate of two percent in respect of the said flat/shop/garage and thereafter on every subsequent transfer the Transferor shall pay to the Vendors transfer fee at the rate of four percent in the purchase price.

45. It is agreed that if the Floor Space Index is not consumed in the building to be put up and if before the transfer of the property to a Cooperative Housing Society or a Limited Company further construction on the land is allowed in accordance with the Rules and Regulations of the Municipal Corporation of Greater Bombay, then the Vendors would be entitled to put up additional or other construction without any let or hindrance by the Purchaser provided that any payment that may have to be made to the Municipal Corporation of Greater Bombay for such additional construction shall be paid by the Vendors.



46. If the Vendors acquire any additional land or property adjacent to the said property, the Vendors shall be entitled to construct buildings or structures thereon and the Purchaser of the tenements in such buildings shall be entitled to become a member of a Co-operative Society or Incorporated Body. In the alternative the Builders shall be entitled to utilise F.S.I. of such adjacent land or property in the said building and construct additional tenements thereon and to sell the same.

47. In the event of any portion of the said property being required by the Bombay Suburban Electric Supply Ltd. for putting an electrical sub-station, the Vendors shall be entitled to give such portion to the said Bombay Suburban Electric Supply Ltd. or any other for such purpose on such terms and conditions as the Vendors shall think fit.

48. In the event of a portion of the land being notified for set-back prior to the transfer of the property to a Co-operative Housing Society or a Limited Company or any other Incorporated Body, the Vendors alone shall be entitled to receive the amount of compensation for such set-back land or utilise the compensatory F.S.I. in lieu of such set-back land area.

49. It is hereby agreed that the Vendors will be entitled to sell the flats/shops in the said building for the purpose of using the same for any residential or commercial activities permissible under Municipal rules including other authorities for Dispensaries, Nursing Homes and/or Maternity Homes, Coaching Classes etc. and the Purchaser shall not object to the use of flats/shops for the aforesaid purpose by the Purchasers thereof.

50. It is hereby specifically agreed that the Vendors shall have unrestricted and permanent right to grant Right of Way/s or Access/es or Way Leave Permission/s from the said property described in the eighth Schedule hereunder written which includes the land described in the ninth Schedule hereunder written to any person or persons party or parties, and shall execute necessary papers, documents etc. in favour of such person or persons, party or parties for granting such Right of Way/s Access/es or Way Leave permission/s and that the conveyance shall provide covenant or covenants for Right of Way or Ways Access or Accesses, Way Leave Permission/s granted in favour of such person/s or party/parties and that the Purchaser hereby agrees and covenants the said right of the Builders.

51. The Vendors have informed the purchaser and the Purchaser is aware that the Vendors are intending to utilise portion or portions of the said proposed buildings for non-residential use (including shopping and commercial) use (including shopping and commercial) as may be permissible under the Municipal Regulations and also per the said Order dated 6th April, 1984 passed by the Commissioner Konkan Division and Competent Authority (ULC) Greater Bombay, a copy whereof is already handed over to the Purchaser and any amendments, modifications or substitutions of the said Order and the Purchaser has no objection to the Vendors utilising, or putting to non-residential use of



52. It is expressly agreed between the Vendors and the Purchaser that this Agreement and all the terms of this Agreement are subject to such modifications, alterations and/or substitutions as may be permissible or permitted in future by the Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act 1976 and any such future amendments, modifications or substitutions of the original order dated 6th April, 1984 issued by the Commissioner Konkan Division and Competent Authority (ULC) Greater Bombay, under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 will be acceptable to the Purchaser and the Purchaser shall not raise any demand or dispute or objections in respect thereof.

53. Prior to the execution of these presents, the Purchaser has read and understood the contents of the said Order dated 6th April, 1984 passed by the Commissioner Konkan Division and Competent Authority (ULC) Greater Bombay and the Purchaser has represented to the Vendors that he/she is the person entitled to and/or eligible to the allottee of the said flat under the said Order and upon the said representation of the Purchaser and on the expenses declaration on the part of the Purchaser the Vendors have allotted and/or agreed to allot and sell the said flat to the Purchaser herein.

54. The Purchaser shall permit the Vendors and their surveyors and agents with or workmen and other at all reasonable time to enter into and upon his/her or any part thereof to view and examine the state and conditions thereof and to make good any defect found within three days of the giving of such notice in writing by the Vendors to the Purchaser.

55. The Purchaser shall permit the Vendors and their surveyors and agents with or without workmen and other at all reasonable times to enter into and upon his/her flat or any part thereof for the purpose of repairing any part of the building and cables water covers, gutters, wires, partly walls and other convenience belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of the supply of water to the premises or any other premises in the building in respect thereof.

56. The Purchaser shall not use the flat/shop/garage or permit the same to be used for any purpose which may or his likely to cause nuisance and annoyance to occupiers of the other flats in the buildings or to the owners or occupiers of the neighbouring properties nor shall the purchaser use the said flat/shop/garage for any illegal or immoral purpose.

57. Purchaser will not at any time demolish or cause to be demolished flat/shop/garage or any part thereof agree to be taken by him/her nor will he/she at any time make or cause to be done any additions alterations of the whatsoever nature to the said flat of any part thereof.

58. After the possession of the flat/shop/garage is handed over to the purchaser, if any additions or alterations in or about or relating



to the said buildings are required to be carried out by the Government, Municipality or any statutory authority the same shall be carried out by the Purchaser of the flat/shop/garage in the said buildings at his/her own costs and the Vendors shall not be in any manner liable or responsible for same.

59. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any flat/shop/garage in or any part of the said buildings or cause any increased premium to be payable in respect thereof.

The Purchaser shall not decorate the exterior of his/her premises otherwise than in the manner as near as may be in which the same was previously decorated.

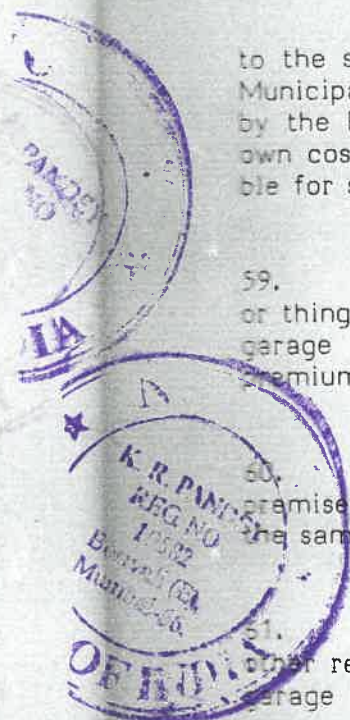
The Purchaser shall not throw dirt, rubbish, garbage, or other refuse or permit the same to be thrown out from his/her flat/shop/garage in the compound or any portion of the said buildings.

62. After the building is complete and ready and fit for occupation and after the society or the Limited Company is registered and only after all the flats/shop/garage in the said buildings to be constructed by the Vendors as aforesaid have been sold and disposed off by the Vendors and the Vendors have received all dues payable to them under the terms of the Agreement with various purchasers the Vendors shall cause the owners to execute a conveyance in favour of the said society; or a Limited Company as herein provided.

63. In the event of the society or limited Company being registered before sale and disposal of the Vendor of all the premises in the building the power and authority of the Society or the limited Company so formed or of the purchasers herein and other purchasers of the flats shall be subject of the overall powers of the Vendors in any of the matter concerning the building construction and completion thereof and all amenities pertaining with the same and in particular the Vendors shall have absolute and control, as regards the unsold flats and the disposal thereof.

64. Any delay or indulgence by the Vendors in enforcing the terms of this agreement or any forbearance or giving the terms of this agreement or any forbearance or giving time to the purchasers shall not be considered as waiver on the part of the Vendors of a any breach or non-compliance of any of the terms and conditions of this agreement by ;the purchaser nor shall the same in any manner prejudice the remedies of the Vendors.

65. The letter's receipts and/or notices issued by the Vendors despatched under certificate of posting to the address of the purchaser herein below written will be sufficient proof of receipt of the same by the purchaser and shall completely and effectively discharge the Vendors.





Address Dr. Jayalal Gulam

27th Tanton Pura Street.

2nd floor, Room No 20, Bombay. 9

215172  
22121

66. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Vendor any part of the amounts due and payable by the Purchaser under the terms and conditions of this agreement (whether before or after the delivery of the position) within the time herein specified or if the Purchaser shall in any of the way fail to perform or observe any of the covenants and stipulations herein contained or referred to below. The Vendors shall be entitled to re-enter upon and resume possession, of the said flat and everything whatsoever therein and this agreement shall cease and stand terminated. The Purchasers herein agree that on the Vendor's re-entry on the said premises as aforesaid all the rights, title and interest of the Purchaser in the said flat and under this Agreement shall cease and that the Purchaser shall also be liable for immediate ejection as trespasser.

67. Without prejudice to the right of the Vendors to require the Purchasers of flats to form themselves into a Limited Company or Co-operative Housing Society and/or any other society and to transfer the building to such limited Company or Co-operative society as provided in this agreement the Vendor shall also have right to require the Purchaser of the flats to form themselves into an association of apartment owners to be named as contemplated under the provisions of the Maharashtra apartment ownership Act, 1979 and the rules framed thereunder. In the event of the determining that the Purchasers of flats would form themselves into an Association of apartment owners as contemplated by the said Act all the Purchasers of the flats shall sign such declarations, agreements, papers and need of undertaking as may be required to be signed and executed for enabling the Vendors for forming such association under the provisions of the said Act. The Purchaser of flat agrees to abide by the rules and bye-laws of the condominium as may be prepared under the provisions of the said Act. The Purchaser of flat agrees to abide by the rules and bye-laws of the condominium as may be prepared under the provisions of the said Act from time to time, in particular the Purchasers of flats shall make declarations as provide in rule 4 of the Maharashtra Apartment Ownership rules 1974 declaring inter alia that the flat (Apartment purchased by the Purchaser shall be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. XI of 1971) and all amendments thereto and agreeing and declaring to comply strictly with the covenants conditions and restrictions set forth in the declaration required to be made by the Vendors under the provisions of rules 3 of the said rules and of the bye-laws of the condominium forming part thereof and attached as Ex. 'B' thereto and in the deed to form such association, the Purchaser shall give such particulars about himself/herself as may be required. In that event the Vendors will execute deed of apartment in favour of such purchaser of flat separately conveying the Apartment and the proportionate right/share in the common amenities into the Purchasers of the flats.

68. All costs, charge and expenses in connection with the formation of the co-operated societies or Limited Company as well as the costs of preparing, engrossing, stamping and registering all the



agreements, conveyances or any stamp and registration charges in respect of such documents transferring land and buildings in favour of such society, or a Limited Company as well as the entire professional costs of the attorneys of the Vendors in preparing and approving all such documents shall be borne by the society or the Limited Company or proportionately by all the members of such society or the Limited Company. The Vendors shall not contribute anything towards such expenses. The Proportionate share of such costs, charges and expenses, payable by the Purchasers shall be paid by him/her immediately on demand. The Purchaser will also be liable to bear and contribute proportionately all kinds of taxes including sales tax if any, that may be levied by the State or Central Government.

69. The Purchaser shall lodge at his own costs as to the Registration of charges for registration within 2 months of date of this Agreement and intimate to the Vendors within 7 days from the date of lodgement the date and serial number under which the same is lodged for registration in order to enable the Vendors to admit the execution of the same.

70. The Buyer shall registered this agreement with the concerned Income Tax authority as required under Sec. 269AB and shall submit Form No. 37EE with the concerned Income Tax Authority. The Buyer shall submit the Form No. 37EE with the competent Authority under the Income Tax Act and the Buyer forward to the builder verax copy of the acknowledgement of Form No. 37EE given by competent authority under Income Tax Act.

The Builder shall pay brokerage at the rate of Rs. \_\_\_\_\_

\_\_\_\_\_

and the buyer shall pay brokerage of Rs. \_\_\_\_\_

\_\_\_\_\_

on extent of this Agreement.



CERTIFIED TRUE COPY

*[Signature]*


**K. R. PANDEY**  
Advocate, High Court, & Notary  
Govt. of India, Greater Mumbai, Maharashtra  
Add. 1, M. H. Patel Chawl, Kaju Pada,  
Hanuman Tekadi, Borivli (E),  
Mumbai-400 066

5 JAN 2015



: THE FIRST SCHEDULE ABOVE REFERRED TO:

LIST OF AGREEMENTS:



Date of Agreement	Vendors	Purchasers	Area
1) 24.8.1978	H.A. Ferreirs & Anr.	E.S. Andrades & Ors (firm)	See Second Schedule
2) 26.8.1978	Damodar Dwar- kanath Patil	E.S. Andrades & Ors (firm)	Third Schedule
3) 25.9.1978	D.D. Patil E.S. Kinny & Ors.	E.S. Andrades & Ors (firm)	Fourth Schedule Fifth Schedule
4) 6.3.1979	E.S. Kinny	E.S. Andrades & Ors.	Fifth Schedule
5) 6.2.1979	Maria Poedade Mendoca	.S. Kinny & Ors.	Sixth Schedule
6) 22.9.1978	Raymond John Pereira & Ors.	E.S. Andrades & Ors.	Seventh Schedule

: THE SECOND SCHEUDLE ABOVE REFERRED TO:

(H.A. Ferreira and Mrs. M.S. Ferreira Original Owners)

All those piece or parcels of land bearing Survey Nos. 153 Hissa No. 17, Survey No. 158 Hissa No. 1, Survey No. 158 Hissa No. 6 and Survey No. 159 Hissa No. 1 admeasuring 6805.02 sq. meters equivalent to 8139 sq. yards.

: THE THIRD SCHEDULE ABOVE REFERRED TO:

(Damodar D. Patil Original Owner)

All those pieces or parcels of land bearing: Survey No. 158 Hissa No. 8, admeasuring 1086 sq. meters equivalent 1300 sq. yards.



: 19 :

: THE FOURTH SCHEDULE ABOVE REFERRED TO:

Part I) (D.D. Patil being one of the Joint Owners) with a half share. All those pieces or parcels of land bearing Survey No. 158 Hissa No. 10 (Part), Survey No. 158 Hissa No. 9, Survey No. 159 Hissa No. 2, Survey No. 159 Hissa No. 5.

Part (II) (E.S. Kinny & Ors one of the Joint Owners) with the other half share.

all the pieces or parcels of land bearing Survey No. 158 Hissa No. 10 (part) Survey No. 158 Hissa No. 9, Survey No. 159 Hissa No. 2, Survey No. 159 Hissa No. 5.

: THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Elais Sebastian Kinny and Ors being the Owners and Original Owners)

ALL THAT pieces or parcels of land or ground bearing the following particulars as under:

Survey No.	Hissa No.	Area in (Gunthas)	Area in (Sq. Yds)
155	5	1/4	30
158	2	2-1/4	272
158	4	3/4	91
158	7	1-1/4	151
159	9	4	484
159	10	11-1/4	1361
158	11	1/4	30
158	3	5-1/2	1875
158	3	3-1/2	393
158	4A	26	3146
158	7	3-1/2	423
158	1	15	1815
158	3	5-3/4	695
158	2A-5	22	2662
158	2-B	3	363



being at Village Eksar Borivali, Bombay Suburban District in the Registration and Sub-Registration District of Bombay City and Bombay Suburban containing by admeasuring 17000 square yards equivalent to 14214.21 square meters or thereabout.

: THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(Land of poedade Mendonca and others Original Owners)

sold by them to Elias Sebastian Kinny & Ors. and thereafter sold by Elias Kinny and others to the said Firm) bearing Survey No. 158 Hissa No. 3 (Part) and C.T.S. No. 1281, 1282, 1287, 1288, 1289, 1290, 1292, 1293.

: THE SEVENTH SCHEDULE ABOVE REFERRED TO :

All that pieces or parcels of land or ground bearing Revenue Survey No. 160, Hissa No. 2 and City Survey No. situate lying and being at Village Eksar, Taluka Borivali, Bombay Suburban District in the Registration and Sub-Registration District of Bombay City and Bombay Suburban containing by admeasuring 3372 square yards equivalent to 2819.33 square meters or thereabouts.

: THE EIGHT SCHEDULE ABOVE REFERRED TO :

All those pieces of parcels of land or ground situate lying and being at Village Eksar, Taluka Borivali, District Bombay Suburban in the registration sub-district of Bombay city and Bombay Suburban bearing.

Survey No. 158 Hissa No. 1 & 6 CTS No. 1280, Survey No. 158 Hissa No. 2 CTS No. 1281, Survey No. 158 Hissa No. 3 CTS No. 1282, Survey No. 158 Hissa No. 4 CTS No. 1297, Survey No. 158 Hissa No. 8 CTS No. 1298, survey No. 158 Hissa No. 8 CTS No. 1299, Survey No. 158 Hissa No. 10 CTS No. 1300 Survey No. 158 Hissa No. 9 CTS No. 1279, Survey No. 155 Hissa No. 13 CTS No. 1277, Survey No. 159 Hissa NO. 2 CTS No. 1275 Survey No. 159, Hissa No. 13 CTS No. 1276, Survey No. 159 Hissa No. 9 CTS No. 1274, Survey No. 159 Hissa No. 4 CTS No. 1272, Survey No. 160 Hissa No. 1 (pt) CTS No. 1270, Survey No. 160 Hissa No. 3 CTS No. 1268, Survey No. 160 Hissa No. 2 CTS No. 1269, Survey No. 153 Hissa No. 17 CTS No. 1100, CTS No. 1200, Survey No. 161 Hissa No. 3 CTS No. 1277, Survey No. 159 Hissa No. 5 CTS No. 2811, Survey No. 159, Hissa No. 7 CTS No. 2810 CTS No.



: THE NINETH SCHEDULE ABOVE REFERRED TO :

ALL THOSE pieces or parcels of land or ground situate lying and being at Village Eksar, Taluka Borivli, District Bombay Suburban in the registration sub-district of Bombay City and Bombay Suburban bearing Survey No.158 Hissa No. 1 & 6 CTS No. 1280 (pt) Survey No.153 Hissa No. 17 CTS No. 1100, Survey No. 159 Hissa No.9 CTS No.1274, Survey No.158 Hissa No.9 CTS No. 1297 (pt) Survey No. 159 Hissa No. 4 CTS No. 1271, Survey No. 160 Hissa No. 1 (pt) CTS No. 1270, Survey No. 159 Hissa No. 3 CTS No. 1276, Survey No. 159 Hissa No. 2 CTS No. 1275 Survey No. 155 Hissa No. 13 CTS No. 1277, Survey No. 158 Hissa No. 9 CTS No. 1297, Survey No. 158 Hissa No. 10 CTS No. 1300, 1301 (Pt) admeasuring 15754 Sq. Yard or thereabout.



## AMENITIES

1. BUILDING : The Building shall have R.C.C. frame structure.
2. DOOR & WINDOWS : Teakwood or ply panelled doors and Teakwood windows shall have W.I. Grills, Hinges of Iron and aluminium Fitting.
3. MAIN DOOR : Main door teakwood panelling or ply panelling or Flush door with Vinear from outside and French and inside, with oil paint.
  - a) Godrej Lock b) Letter Slit
  - c) Aluminium aldrop d) peephole.
4. BALCONIES : Balconies to be provided with R.C. pardi or W.I. Grill as per design.
5. FLOORING : Marble Mosaic tiles in all rooms and passages with 5" skirting.
6. BATH ROOM : Glazed tiles flooring with 3'-0" dado to be provided every bath shall have Geysar shower.
7. W.C.S. Glazed tiles flooring with 1'-6" dado to be provided.
8. KITCHEN : Raised Kitchen Platform with Kadappa stone tap and 1'-1" glazed tile dado, glazed tile sink will be provided.
9. WASH BASIN : One wash basin will be provided in the passage of Toilet. Each flats with 2'-0" x 1'-0" glazed tile dado.
10. LOFTS : Lofts will be provided in each flat over bath and W.C.S. as per design.
11. STAIRCASE : Staircase roof shall be of R.C.C. frame structure with brickwall and R.C.C. Jali Tapa wooden hand rail shall be provided.
12. PLUMBERING & WATER SUPPLY : Water supply will be arranged by providing water tank under ground and overhead with pumping facilities and as per Rules of Bombay Municipal Corporation will be provided.
13. ELECTRICITY : Open wiring through the main in conduit pipes will be provided. Each flat shall have points as below.
  - HALL : One fan point, one light point and one light plug.
  - BEDROOM : One fan point, one light plug, one light point.
  - KITCHEN : One light point in each kitchen, bath and W.C. and one power plug in bath.
  - BALCONY & PASSAGE : One light point, one light point in each landing of the staircase and one light point on the main entrance of the building shall be provided. Each flat shall have one bell point with bell.



**MAHIMTURA & CO.**  
(REGISTERED)

Advocates & Solicitors  
6, TAMARIND LANE, FORT, BOMBAY : 400 023.

C.S. MAHIMTURA

TELEPHONE OFF. 272508, 273176

P.K. SHROFF

RES. C.S.M. 8124629

S.C. MAHIMTURA

P.K.S. 577829

REF. NO.

In the matter of the pieces or parcels of land or ground situate at Village Eksar, Taluka Borivli, District Bombay Suburban bearing the following particulars.

S.No.	Name of Owner	Survey No.	Description of property Hissa C.T.S. No.	Area Sq.Yds.
1.	Herman Ancel	158	1 & 6 1290 (pt)	272
2.	Fereira and Steela Ferra	153	17 1100	1573
		159	9 1274	5203
2.	Elias Sabestian Kinny	158	9 1297 (pt)	300
	Simon Sabestian Kinny	159	4 1271	3146
	John Pascol Kinny	160	1(pt) 1270	1815
	Baptista Sabestian Kinny	159	3 1276	393
3.	Damodar Dwarkanath Patil & Kinny family	159	2 1275	332
4.	Damodar D. Patil & Kinny family in D.P. Road	155 158 158	13 1277 ) 9 1297 ) 10 1300 )	2720
5.	Maris Piedade Mendonca D.P. Road	-	1301 (pt) )	

15754  
=====

THIS IS TO CERTIFY that we have investigated the title of the owners abovenamed in respect of their respective pieces of land described hereinabove and we have to state as under :-



Subject as stated hereinafter the above pieces of land stand in the name of the owners abovenamed in the Government Record of Rights as the owners thereof. We have caused searches to be taken in the relevant offices of the Sub-Registrar of Assurances and from the Notes of searches submitted by our search clerk, we find that none of the above pieces of land have been mortgaged or encumbered.

As regards the pieces of land bearing Survey No. 158, Hissa No. 9 the abovenamed Damodar Dwarkanath Patil is shown as the Kul or protected tenant of the said Kinny brothers. As regards the piece of land bearing Survey No. 158 Hissa No. 10 the owners of the said pieces of land are said Kinny brothers but the said Damodar Dwarkanath Patil is shown as the protected tenant thereof. Accordingly both of them have agreed to share the consideration by diving the said piece of land as mentioned above.

By an order dated 6th April, 1984 bearing No.C/ULC/SEC/SR-III 86 made by the Commissioner, Konkan Division and Competent Authority, ULC Greater Bombay permission is granted to the abovenamed owners under Section 21 of the Urban Land (Ceiling and Regulation) Act 1976 to develop the property by constructiong building thereon on the terms and conditions therein contained. The said order relates to a larger property of which the above pieces of land form a part.

We are informed that F.S.I. available in respect of the portion of the land of Maria Piedade Mendonca admeasuring 1431.24 Sq.meters bearing City Survey No.1288 (Pt), 1289(Pt), 1292 (Pt), 1293 (Pt), and 1301 (Pt) which goes in development plan Road will be utilised in Construction on the above plot.

In the circumstances, in our opinion, subject to what is stated hereinabove, the title of the owners abovenamed to their respective pieces of land, is marketable and free from encumbrances.

Dated this 12th day of June, 1985.

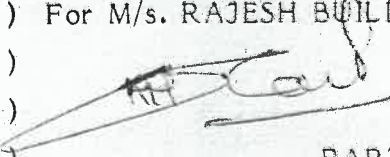
Sd/-  
Advocates & Solicitors.






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

SIGNED SEALED AND DELIVERED  
by the withinnamed  
M/s. RAJESH BUILDERS  
in the presence of

) For M/s. RAJESH BUILDERS,  
)  
)   
) PARTNER.  
)

SIGNED SEALED AND DELIVERED  
by the withinnamed  
Mr. Tayaadin Gulani and  
Mrs. Rasida T. Gulani  
in the presence of.

)  
)   
) 22/11/81 276-11527  
)  
)

RECEIVED the day and year first  
hereinabove written of and from  
the withinnamed

)  
)  
)  
)  
)

Purchaser a sum of Rs. 20000/-  
(Rupees Twenty thousand)

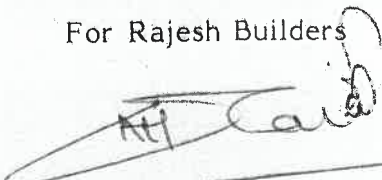
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only) to be paid by him/her to us ).. Rs. 20000/- 1/-

WITNESSES :

WE SAY RECEIVED :

For Rajesh Builders

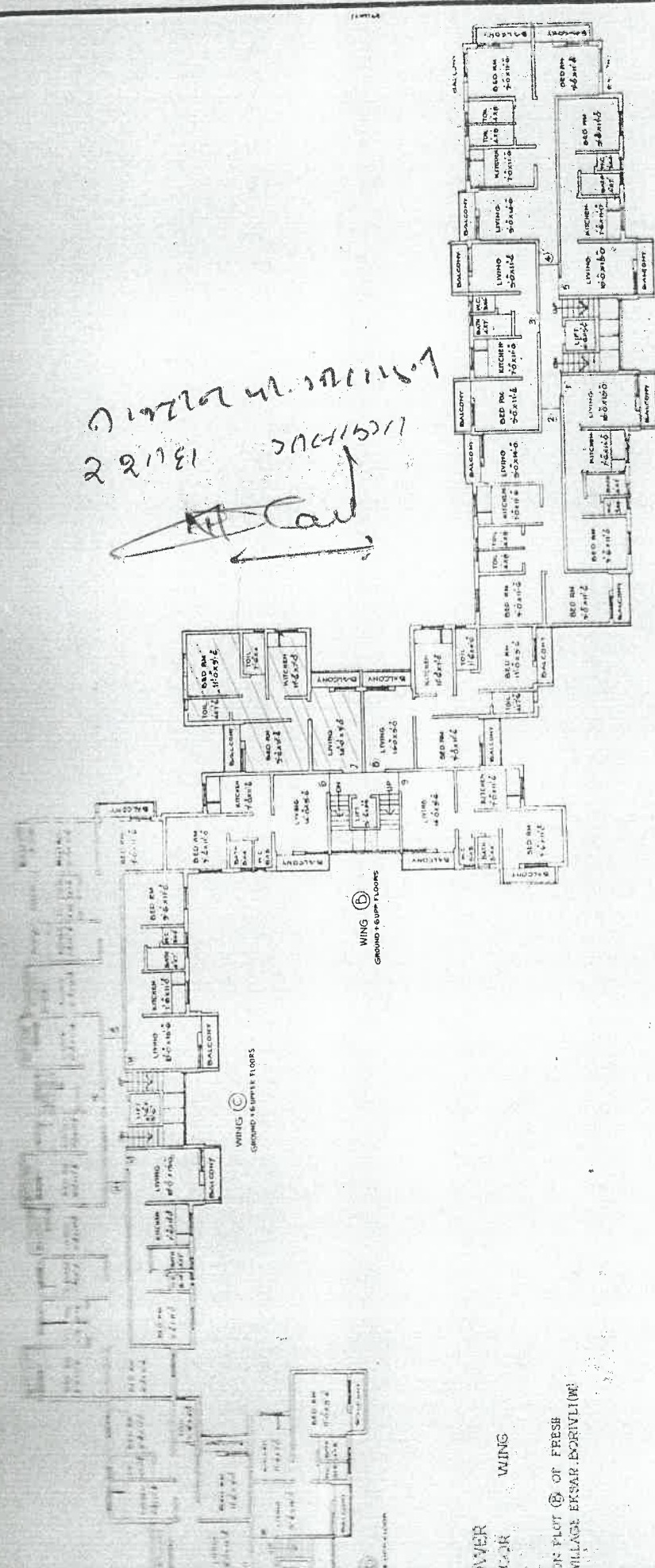


Partner.





Handwritten notes in Hindi: '22/11/2018' and 'लिफ्ट का' with an arrow pointing to a lift shaft.



WING (C)  
GROUND FLOOR

WING (B)  
GROUND FLOOR

WING (A)  
GROUND FLOOR

TOWER  
FLYER WING

ON PLOT (B) OF FRESH  
VILLAGE EKSHAR EXHIVILIM



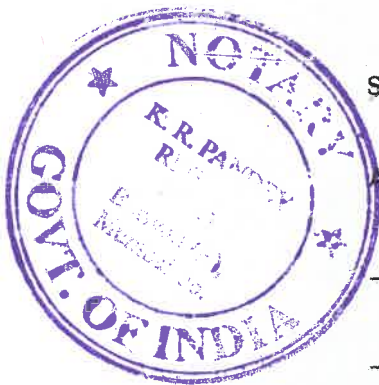
DATED THIS 7<sup>th</sup> DAY OF November 1986

BETWEEN

**RAJESH BUILDERS**

139, SEKSAKIA CHAMBERS,  
NAGINDAS MASTER ROAD, FORT,  
BOMBAY - 400 023.

AND



SHRI / SMT Mr. Tejendra Gulami and

ADDRESS Mrs. Parvati T. Gulami

\_\_\_\_\_  
\_\_\_\_\_

Resi:

Phones:

Off:

\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT FOR SALE OF

FLAT / SHOP / GARAGE / PARKING SPACE

NO. 507 ON 5<sup>th</sup> FLOOR OF  
THE WING B

IN

**RAJ TOWER**

AT

**ROYAL COMPLEX**

I.C. COLONY, BORIVLI (WEST),  
BOMBAY 400 092.

\_\_\_\_\_  
\_\_\_\_\_

MAHIMTURA & CO.,  
Advocates & Solicitors  
66, Tamarind Lane, Fort,  
Bombay 400 023.



