

Implemented under Section 33 of the Stamp Act of 1958

Date: 11/9/87



Joint S...  
Bombay (Bandra).

संयुक्त नगर P/20EU  
बन ११, ६७ के सखे मदिन्याणे  
९ वाखेम १०  
११ वाजण्याचे दर्शान महदुयम निबंधक,  
मुंबई ४ (वांटे) यांचे कार्यालयात इजर केला.

*[Signature]*

Registration fees	-	9430
ees for copying (folios)	-	9
Endorsement	-	3
Comparing Fees (folios)	-	9
Filing	-	9
Postage	-	33
<b>Total Fees</b>	-	<b>9480</b>

*[Signature]*

*[Signature]*

संयुक्त नगर, कार्यालय ४  
मुंबई (वांटे)

संयुक्त नगर, कार्यालय ४  
मुंबई (वांटे)

### Agreement for Sale

This AGREEMENT made and entered into at Bombay this <sup>24<sup>th</sup></sup> day of August in the Christian year One Thousand Nine Hundred and Eighty SEVEN BETWEEN M/S SHIVASRI CONSTRUCTIONS, a firm having their office at B-12, Borivli Shopping Centre, Chandavarkar Road, Borivli (W), Bombay-400 092, hereinafter called 'The Builders' (which expression shall unless the same be repugnant to the context or meaning thereof mean and include the partners of the said M/s. Shivasri Constructions & their successor or successors and assigns) of the One part AND Shri/Smt./Kum/M/s. Arunhati Chandrashekhar

having his/her/their address at 36-B, Madhusudhan Terrace, Kastur Park, Borivli (W) Bombay-92 hereinafter called 'The Purchasers' (which expression shall unless the same be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors and administrators) of the other part.

*[Signature]*      *[Signature]*

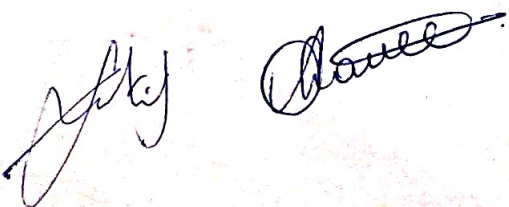
**WHEREAS :**

(I) By and under a Deed of Conveyance dated 26th June, 1963, Shri Ramkrishna Karanth and Shri Vijay Ramkrishna Karanth became entitled to all that piece or parcel of land bearing plot No. 5, Survey No. 21, Hissa No. 2, and C.T.S. No. 197 situate lying and being at Mandpeshwar Village, Borivli (West) Bombay - 400 092 and more particularly described in the First Schedule hereunder written.

(II) By and under a Deed of Gift dated 24th January, 1975 the said Shri Ramkrishna Karanth gifted his right title and interest in the said property to the said Shri Vijay.

Ramkrishna Karanth on the terms conditions and covenants therein contained.

(iii) By an Agreement dated 29th August, 1985 the said Vijay Ramkrishna Karanth agreed to sell the said property to the Builders on the terms and conditions therein contained.



- (iv) The Builders are constructing a building to be known as OM SHIVASHAKTI Apartments as per the plans and specifications sanctioned and approved by the Bombay Municipal Corporation on the said plot of land more particularly described in the First Schedule hereunder written.
- (v) The Purchaser/s has/have taken inspection of the plans and specification sanctioned by the Bombay Municipal Corporation in respect of the buildings to be constructed on the said property and of all other relevant papers and writings and documents and the purchaser/s is/are aware of the contents thereof.
- (vi) The Builders have given inspection to the purchaser/s of such of the documents as required to be given under Rule 4 of the Ownership Flat Rules, 1964 as demanded by the purchaser/s.
- (vii) The purchaser/s has/have agreed to acquire Flat/shop No. One on the Second Floor in the said building to be known as OM SHIVASHAKTI Apartments to be constructed by the Builders on the said property more particularly described in the First Schedule hereunder written.

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

- (1) The Builders shall construct or cause to be constructed a building on the said plot of land more particularly described in the First Schedule hereunder written in accordance with the plans and specifications approved by the Municipal Corporation, which have been kept with them at their office and at the building site for inspection and which the purchaser/s has/have seen and approved and the purchaser/s doth/do hereby irrevocably consent that the Builders shall be entitled to make such variations, modifications, additions and alterations therein as may be required to be made and done by the Government, Municipality or any other local authority or as may be required by the Builders to be made and done as may be through fit and proper.
- (2) The purchaser/s has/have prior to the execution of this agreement taken inspection of the documents in respect of the title to the said land described in the First Schedule hereunder written

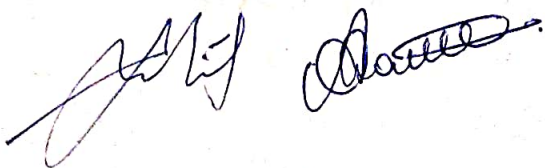


*[Handwritten signatures]*

and is/are fully satisfied about the same and the purchaser/s shall not be entitled further to investigate the title of the Builders and to requisitions or objections shall be raised on any matter relating thereto. A copy of the Report on title issued by M/s. S. Pathak & Co. Advocates is hereto annexed and marked Ex. 'A'.

- (3) The purchaser/s herein agree/s to acquire Flat/Shop No. One on the Second Floor of the said building to be known as OM SHIVASHAKTI Apartments (hereinafter referred to as the said flat) as per plans and specifications seen and approved by the Purchaser/s together with the amenities as per list hereto annexed and marked Ex. 'B' at a price of Rs. 153000 (Rupees One Lakh Fifty Three thousand only only) - Which shall be paid by the Purchaser/s in the following manner :-


- 15%. (i) Rs. 22950+ On or before the execution of this Agreement as earnest money.
- 10%. (ii) Rs. 15300+ On Completion of Plinth
- 20%. (iii) Rs. 30600+ On Completion of frame work of ~~first~~ <sup>all</sup> slabs.
- 7%. (iv) Rs. 10710+ On Completion of <sup>working</sup> frame work of ~~Second~~ <sup>Building</sup> slab.
- 10%. (v) Rs. 15300+ On Completion of <sup>Door Windows</sup> frame work of ~~Third~~ <sup>Building</sup> slab.
- 7%. (vi) Rs. 10710+ On Completion of <sup>Flooring</sup> frame work of ~~Fourth~~ <sup>Building</sup> slab.
- 7%. (vii) Rs. 10710+
- 10%. (viii) Rs. 15300+ On Completion of <sup>Sanitary</sup> ~~frame~~ work of ~~Fifth~~ <sup>plumbing work with Electrical fittings</sup> slab.
- 14%. (ix) Rs. 21420+ being the balance amount upon the Builders putting the purchaser/s in vacant possession of the said flat/shop agreed to be purchased by her/him/them.



It is expressly agreed that for each of the above payments time is the essence of contract.

- (4) The Builders shall complete the said building in or about April 1988 SUBJECT HOWEVER to the availability of cement, steel and other building materials and subject to any act of God such as earthquake, floods, or any other natural calamity, act of enemy, water or any other cause beyond the control of the Builders and also subject to the availability of water connections from the Municipality and Electric connections from B.S.E.S. Ltd., or to any notice, order rules or notification of the Government and/or any other public authority under my law.
- (5) The possession of the said flat/shop shall be handed over to the purchaser/s only on execution of a conveyance of the said property along with the building to be constructed on the said property in favour of the Society or Limited Company or Association of persons to be formed and incorporated of all the purchasers of Flats, Shops and other premises.

- (6) If the purchaser/s shall commit, default in payment of any instalment, as aforesaid on their respective due dates and/or any other amount due and payable by the purchaser/s under this Agreement (time being of the essence of the contract) and/or in observing and performing any of the terms and conditions of this agreement, this agreement shall stand terminated and cancelled and the said deposit or earnest money and all other amounts paid by the purchaser/s to the Builders shall stand forfeited and the purchaser/s shall not be entitled to claim any interest and/or compensation and/or damages as against the Builders and on termination and cancellation of this agreement the Builders shall be at liberty to sell the said premises to any other person or persons as the Builders shall deem fit at such price and upon such terms and conditions as the Builders may determine and the Purchaser/s shall not be entitled to question such sale or to claim any amount whatsoever from the Builders. The right given by this clause to the Builders shall be, however without prejudice to any other rights, remedies and claims whatsoever of the Builders against the Purchaser/s under this Agreement and/or in law.



*[Handwritten signature]*      *[Handwritten signature]*

- (7) Without prejudice to the rights and remedies available to the Builders pursuant to the aforesaid provisions the Builders shall be entitled to recover from the Purchaser/s interest at the rate of 18% per annum on all amounts remaining due and payable by the Purchaser/s under this agreement, if such amount remains unpaid for seven days after becoming due.
- (8) The purchaser/s hereby covenant/s with the Builders to pay the amounts liable to be paid by the Purchaser/s under this agreement and to observe and perform the terms and conditions and the Covenants contained in this agreement as also in the conveyance or any other deeds and assurances to be executed in favour of the Co-operative Society or Limited Co., or Association of persons in respect of the said property and the said building and to indemnify and keep indemnified the Builders against non-payment and/or non-performance of the said covenants and conditions except so far as the same ought to be observed by the Builders and against all claims, demands, actions, suits, proceedings and costs charges, and expenses that may be made incurred or suffered by the Builders in respect thereof.
- (9) The purchaser/s shall have no claims save and except in respect of the particular flat/shop hereby agreed to be acquired and all open space unallotted flats, garages, parking space, lobbies, staircases, etc. will remain the property of the Builders until the right title and interest in respect of the said property and the Building to be constructed thereon are transferred to the proposed co-operative Society or a limited company or an Association of persons as hereinafter mentioned but subject to the rights of the Builders as stated herein.
- (10) Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever in to or upon the said flat/shop or the said property or the said building or any part thereof and such conferment shall take place in favour of the co-operative society limited co. or Association of persons to be formed and registered of the holders of different flats/shops and other premises in the said building and upon execution of the conveyance in favour of such co-operative society or limited co., or Association or persons as provided herein.



- (11) If the builders shall be entitled to get the benefit of additional floor space index for construction from the Municipal Corporation or if any reason it becomes possible or permissible to put up additions to the structure etc., the Builders shall be at liberty and entitled to put up any number of additional floors over and above the buildings to be constructed and will also be entitled to construction of any other building in the said property and dispose of the flats, garages, Bank premises, shops, parking spaces in such additional structures and the Purchaser/s shall have no rights, title or interest in respect thereof and shall not object to the same on any ground whatsoever.
- (12) The Purchaser/s shall not be entitled to any rebate and/or concession in the price of her/his/their flat/shop on account of the construction of the additional floors in the said building and/or on account of the construction of any other building and/or the changes, alterations and additions that may be made in such building or buildings and/or the plans thereof.
- (13) Under no circumstances, possession of the said flat/shop shall be given by the Builders to the Purchaser/s unless and until all payments required to be made under this agreement by the Purchaser/s shall have been made to the Builders.
- (14) The Purchaser/s shall from the date of possession of the said flat/shop regularly pay every month provisional amount that may be decided by the Builders towards taxes and all other outgoing expenses mentioned in Third Schedule hereto.
- (15) The Purchaser/s hereby also agree to pay the following amounts to the Builders as and when called upon by the Builders :
- |               |  |
|---------------|--|
| (a) Rs. 101/- | as deposit for performance of this agreement                 |
| (b) Rs. 251/- | towards the share money and entrance fee.                    |
| (c) Rs. 750/- | towards legal costs, charges and expenses of this Agreement. |



*[Handwritten signature]*

*[Handwritten signature]*

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL that piece or parcel of land hereditaments and premises situate lying and being at Mandpeshwar village, Borivli (West), in the registration District and Sub-District of Bombay City and Bombay Suburban and bearing plot No. 5, Survey No. 21, Hissa No. 2 and C.T.S. 197, and admeasuring 1022.3 square yards equivalent to 814.3 square mtrs. or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO :

1. Expenses of maintaining, repairing, redecorating of the main building and particularly gutters, rain water pipes, electric wires in under or upon the buildings and used and enjoyed by the Purchaser in common with other purchasers of flats and the main entrance passages, landings and staircases of the buildings and used and enjoyed by the Purchasers in common and boundry walls of the buildings, compounds terraces etc.
2. The costs of cleaning and lighting the passages, landing, staircases and other parts of the buildings used and enjoyed by the Purchasers in common.
3. The salaries and wages of clerks, bill collectors, chokidars, sweepers etc.
4. Costs of working and maintenance of water pumps, other lights and service charges and common access road, garden and infra-structures.
5. Municipal and other taxes and ground rent and water charges.
6. Insurance of the Buildings.
7. Such other expenses as are necessary or incidental for the maintenance and unkeep of the buildings.

*[Handwritten signatures]*





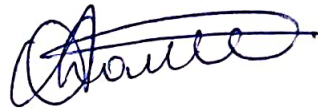
SIGNED SEALED AND DELIVERED )  
By the withnamed )  
M/S SHIVASHRI CONSTRUCTIONS, )  
in the presence of MR. YOGENDRA )  
RANGERA )

) FOR M/S. SHIVASHRI CONSTRUCTIONS,



PARTNER

SIGNED SEALED AND DELIVERED )  
By the withinnamed Shri/Smt./Kum/ )  
Mrs. Arundhathi )  
Chandrashekhar )  
in the presence of MR. YOGENDRA )  
RANGERA )



RECEIVED of and from the within - )  
named Purchaser/s on the day )  
and year first hereinabove )  
written a sum of Rs. 35001/- )  
Rupees Thirty five thousand )  
one only -only) )  
being withinnamed earnest money )  
or deposit to be by him/her/ them )  
paid to us. )

WE SAY RECEIVED

FOR M/S. SHIVASHRI CONSTRUCTIONS,

WITNESS :



PARTNER

Y. M. Bhat  
36/B, Madhusudan Terrace,  
Shimpoli Road, Karim Park.  
Borivli (West) B'by - 400092

BRIHAN MUMBAI MAHANAGARPALIKA

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO. 7091 / RSTI/AD/AR

BRIHAN MUMBAI MAHANAGARPALIKA - 3 AUG 1989

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to Shri. Anand... for the development work...

at premises at Street No. ... Highway No. ... of ... on the following conditions viz.:-

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans (b) any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, under section 152 of Maharashtra Regional and Town Planning Act, 1966, the Municipal Commissioner has appointed Shri ... Executive Engineer to exercise his powers and functions of the Planning Authority under sec. 45 of the said Act.

This Commencement Certificate is valid for a period of ... This Commencement Certificate is valid up to ... Each such certificate shall be in no case exceed three years provided further that such lapse shall not have any effect on the application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.

4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

This certificate is valid upto Plinth Level only  
9890 3080  
The Municipal Corporation of Greater Bombay

Executive Engineer Building Proposals (WS) & R  
Municipal Commissioner for Greater Bombay

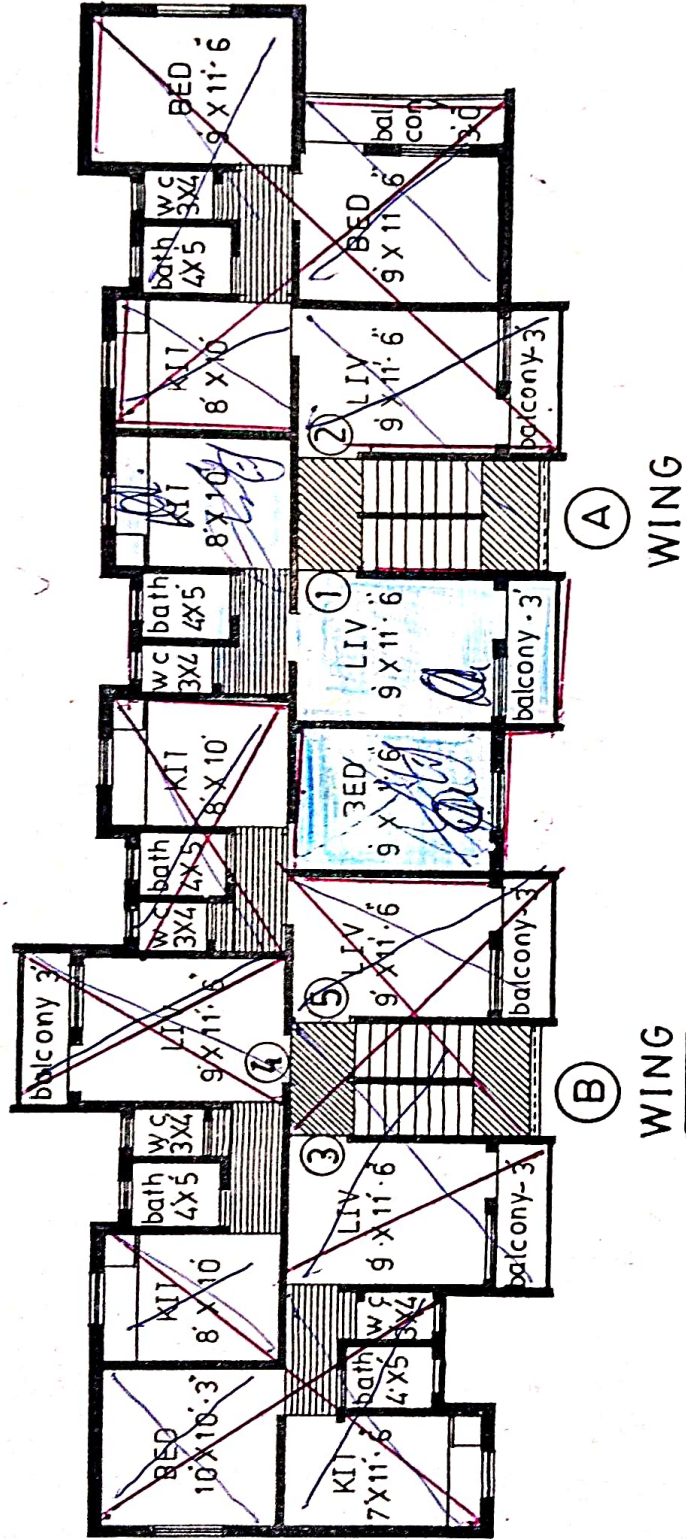
MBB/19.11.

for Om Shivashakti Co-op. Housing Society Ltd.  
Secretary  
Chairman

"सुधर प्रत माहितीचा अधिकार अधिनियम  
२००५ अंतर्गत देण्यात आली आहे."



Flat no - One on second floor.



builders

M/S SHIVASHRI CONSTRUCTION

B/2 BORIVLI SHOPPING CENTER

Chandavarkar lane borivli(w).

bombay no

"OM' SHIVASHAKTI"

plan showing the proposed building

on c. t. s. no.197, of mandpeshwar

village borivli (west)

architect

A. R. MEHTA & ASSOCIATES

dattaram bhuvan

daulat nagar road no 4

borivli (east)

bombay no 400066

*S. Pathak & Co.*

Advocates & Solicitors

Tel. : 31 31 51

B. M. PATHAK  
ADVOCATE & SOLICITOR  
HIGH COURT BOMBAY

9-A-1, Buona Casa,  
3rd Floor, 15, Sir P. M. Road,  
(Corner of Hornji Street)  
Fort, Bombay-400 001.

Ref. SP/ 279/04/87

Date

REPORT ON TITLE

Re : Agreement for Sale dated 29th August, 1985  
in respect of plot bearing C.T.S.No.197 form-  
ing part of Survey No.21, Hissa No. 2 (part)  
situate at Mandapeshwar, Borivli (West),Bombay.

Vijay Ramkrishna Karanth

TO

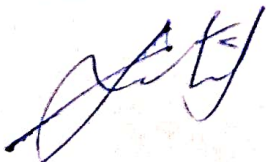
M/s. Shivashree Constructions

.....

On behalf of our clients M/s. Shivashree Constructions we have investigated title of Vijay Ramkrishna Karanth to the above-mentioned property more particularly described in the Schedule hereunder written by causing the searches to be taken from the offices of the Sub-Registrar of Assurance at Bombay, Bandra, Thane and Bassein and purusing the original documents and by causing the Public Notices published in the News Papers.

By a Deed of Conveyance dated 26th June, 1963 and registered with the Sub-Registrar of Assurance at Bandra under Serial No. BND/ 1497/1963 one Chintaman Daji Ptil sold, conveyed and transferred the said property to one Shri Ramkrishna Karanth and Vijay Ramkrishna on the terms conditions and covenants therein contained.

By a Deed of Gift dated 24th January, 1975 and registered with the Sub-Registrar of Assurance at Bombay under Serial No. BOM/S/ 289/1975, the said Ramkrishna Karanth gifted the property to the said Vijay Ramkrishna Karanth inter alia reciting that the entire amount of consideration under the said conveyance was paid by the said Ramkrishna Karanth and that the said Ramkrishna Karanth purchased the said property for the benefit of the said son Vijay Ramkrishna Karanth and on the terms, conditions and covenants therein contained.



By an Agreement for Sale dated 29th August, 1985 the said Vijay Ramkrishna Karanth agreed to sell the said property to our clients the said M/s. Shivashree Constructions.

In our opinion subject to what is stated hereinabove the title of the said Vijay Ramkrishna Karanth to the said property is marketable and free from encumbrances.

**THE SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcel of land bearing City Survey No.197 situate lying and being at Mauje Mandapeshwar, Borivli (West), Bombay forming part of Survey No.21, Hissa No.2 in the registration District and Sub-District of Bombay City and Suburban admeasuring 814.3 sq.mtrs. or thereabout and bounded as follows : that is to say :

On or towards East by property bearing C.T.S. No. 198

On or towards West by the property bearing C.T.S. No. 195

On or towards North partly by the property bearing C.T.S. No.196 and On or towards South by the property bearing C.T.S. No.204 (proposed Development Plan Road).

Dated this 2nd day of April, 1987.

For S. PATHAK & CO.,

Sd/-  
(S. M. Pathak)  
Proprietor  
Advocates & Solicitors.

